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AARON C. GUNDZIK (State Bar No. 132137)
REBECCA G. GUNDZIK (State Bar No. 138446)
GARTENBERG GELFAND HAYTON LLP
15260 Ventura Blvd., Suite 1920
Sherman Oaks, CA 91403
Telephone: (213) 542-2100
Facsimile: (213) 542-2101

MARSHALL A. CASKEY (State Bar No. 65410)
DANIEL M. HOLZMAN (State Bar No. 176663)
CASKEY & HOLZMAN
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

Attorneys for Plaintiff Tiffany M. Hernandez, individually
and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

TIFFANY M. HERNANDEZ, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

THE BICYCLE CASINO LP, a California
Limited Partnership; THE BICYCLE
CASINO, INC., a California Corporation and
DOES 1 through 25,

Defendants.

Case No.: BC628414
[Related to Case No. BC677557]

*Assigned for all purposes to:
Judge Carolyn B. Kuhl, Dept. 12*

**[REDACTED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

**Date: June 20, 2018
Time: 11:00 a.m.
Dept.: 12 (Spring Street Courthouse)**

Complaint Filed: July 26, 2016

COPY
**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

JUN 21 2018

**Sherri R. Carter, Executive Officer/Clerk
By: Jan Josef Manrique, Deputy**

FXED

1 The Court, having considered whether to order final approval of the Settlement of
2 this matter pursuant to the Stipulation of Class Action Settlement (“Settlement Agreement”),
3 and having granted preliminary approval on January 23, 2018, having directed that notice be
4 given to all Class Members of preliminary approval of the Settlement Agreement and the
5 final approval hearing and the right to be excluded from or object to the Settlement, and
6 having read and considered all of the papers of the parties and their counsel (and the papers
7 of Michael R. Lancaster-Carson, the plaintiff in related Case No. BC677557) and having
8 received no timely objections to the Settlement; and good cause appearing therefore,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The motion for final approval of the Settlement is granted;

11 2. The parties to this action are Plaintiff Tiffany Hernandez, individually and on
12 behalf of all others similarly situated (“Plaintiff”), and Defendants The Bicycle Casino, L.P.
13 and The Bicycle Casino, Inc. (“Defendants”).

14 3. After participating in two arms’ length mediations, Plaintiff and Defendant
15 The Bicycle Casino, L.P. (“Defendant” or “TBC”) have agreed to a proposed settlement of
16 this action on behalf of the Class that Plaintiff seeks to represent. The terms of the proposed
17 settlement are fully set forth in the Stipulation of Class Action Settlement, attached to the
18 Declaration of Aaron C. Gundzik in Exhibit A.

19 4. This Court has jurisdiction over the subject matter of this action (the
20 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
21 members of the Settlement Class.

22 5. The terms used in this Order have the meaning assigned to them in the
23 parties’ Settlement Agreement.

24 6. The Court finds that the following individuals are members of the Settlement
25 Class: “all current and former non-exempt employees of Defendant employed by Defendant
26 in California during the Settlement Class Period,” except for the following individuals, who
27 timely requested to be excluded from the Settlement: Michael V. Harris, Paula Chea, George
28

1 Tanus, Jaime Hernandez (employee identification no. 10841),¹ Raymond Mehlbaum (whose
2 widow requested exclusion from the Settlement on his behalf), Bertha Parrington, and Eivon
3 S. Henan.

4 7. The Court finds that the Settlement Class Period means the period from July
5 26, 2012 through January 23, 2018.

6 8. In settlement, TBC will pay the gross settlement amount of \$1,750,000. From
7 this gross amount, the parties propose to deduct \$22,500 in fees to be paid to the Settlement
8 Administrator, a Service Payment to Representative Plaintiff Tiffany Hernandez in the
9 amount of \$5,000, a payment of \$25,000.50 to the California Labor Workforce and
10 Development Agency, Class Counsel's costs of \$11,740.30, and Class Counsel's attorneys'
11 fees of \$583,333.33, which is justified in light of the benefit
12 provided to the class.

13 9. The amount remaining, after the above-referenced deductions approved by
14 the Court, will be distributed to the individual Settlement Class Members in accordance with
15 the formula specified in the Settlement Agreement.

16 10. All of the Settlement Class Members (which by definition excludes the seven
17 individuals referenced above who timely requested exclusion from the Settlement) are
18 bound by the Settlement, this Order, and the Court's judgment in this Action.

19 11. As of the Effective Date of this Final Approval Order (which will be the later
20 of (a) the first business day immediately following the date on which the time for all appeals
21 or requests for review relating to Objections to Settlement and the Final Approval Order has
22 expired; or (b) if an appeal, review or writ is sought from the Final Approval Order, the date
23 on which (i) the highest reviewing court renders its decision denying the petition or writ
24 challenging the Final Approval Order or renders its decision affirming the Final Approval
25 Order and (ii) the Final Approval Order is no longer subject to further review), all of the
26 Released Claims of each Settlement Class Member is and shall be deemed to be released as

27 ¹ Jaime Hernandez's employee identification number is stated in this Order to avoid
28 confusion, as there are two individuals named "Jaime Hernandez" in the Class. Only the
Jaime Hernandez with this employee identification number is excluded from the Settlement.

1 against the Released Parties. All Settlement Class Members will be precluded in the future
2 from bringing any Released Claims against the Released Parties. Further, as of the Effective
3 Date of this Final Approval Order, Representative Plaintiff will be precluded in the future
4 from bringing any Representative Plaintiff's Released Claims against the Released Parties.

5 12. Neither the Settlement, nor any of the terms set forth in the Settlement
6 Agreement, constitute any admission by Defendants, or any of the other Released Parties, of
7 liability to the Representative Plaintiff or any member of the Class, nor does this Final
8 Approval Order constitute a finding by the Court of the validity of any of the claims alleged
9 in the Action, or of any liability or wrongdoing of Defendants or any of the other Released
10 Parties. Nor should the Settlement, or any of the terms set forth in the Settlement
11 Agreement, be construed as a determination as to the certifiability of any class if the
12 merits of class certification had been litigated in this Action, or in any other action.
13 Further, no action taken to carry out the terms of the Settlement shall be construed as an
14 admission or concession by or against the Released Parties. Evidence of the making or
15 entering into the Settlement shall not be offered or received into evidence in any action
16 or proceeding against any party hereto in any Court, or other tribunal for any purpose,
17 other than to enforce the instant Order, the resulting judgment, or the Settlement, or to
18 support a defense by the Released Parties of *res judicata*, collateral estoppel, release,
19 good faith settlement, judgment bar or reduction.

20 13. The Court finds that the Notice of Proposed Class Action Settlement and
21 Hearing Date for Court Approval ("Notice of Settlement") has been mailed to all members
22 of the Class by the best practicable means as previously ordered by the Court, and that such
23 Notice of Settlement fairly and adequately described the terms of the proposed Settlement
24 Agreement, the manner in which the Class Members could object to or participate in the
25 settlement, and the manner in which Class Members could opt out of the Settlement Class;
26 was the best notice practicable under the circumstances; was valid, due and sufficient notice
27 to all Class Members; and complied fully with California Rule of Court 3.769, due process,
28

1 and all other applicable laws. The Court further finds that a full and fair opportunity has
2 been afforded to Class Members to participate in the proceedings convened to determine
3 whether the proposed Settlement Agreement should be given final approval.

4 14. The Court finally approves of the distribution of the Net Settlement Amount
5 to the Settlement Class Members. Settlement Class Members are not required to submit a
6 claim form in order to receive payment. Rather, the settlement amount paid to each member
7 of the Settlement Class will be based on the number of Qualifying Workweeks she or he
8 worked for TBC during the Class Period.

9 15. The Court finds that the Settlement Agreement is fair, reasonable and
10 adequate as to the Class, the named Plaintiff and Defendants, and is the product of good
11 faith, arms' length negotiations between the parties, and further, that the Settlement
12 Agreement is consistent with public policy, and fully complies with all applicable provisions
13 of law. Accordingly, the Court hereby finally and unconditionally approves the Settlement
14 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
15 \$1,750,000 ("Gross Settlement Amount"), as follows, to be distributed pursuant to the
16 provisions of paragraph 16 of this Order:

17 a. The Court approves of payment of the remainder of the Gross Settlement
18 Amount (the "Net Settlement Amount"), approximately \$1,102,425.87, to
19 the members of the Settlement Class, and that payment to each Settlement
20 Class Member shall be deemed one-third wages, one-third penalties, and
21 one-third interest;

22 b. The Court approves of the payment of Settlement Administration Costs of
23 \$22,500 to Phoenix Settlement Administrators;

24 c. The Court approves of a payment in the amount of \$25,000.50 to the
25 California Labor and Workforce Development Agency ("LWDA") as the
26 LWDA's share of the settlement of the Private Attorneys General Act of
27 2004 ("PAGA") claims;

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- d. The Court approves of the service and release payment in the amount of \$5,000 to the Representative Plaintiff, Tiffany Hernandez, for her time and effort in pursuing this Action and as additional compensation for the expanded release she is providing;
- e. The Court approves of Class Counsel's attorneys' fees request of \$583,333.33, which is one-third of the Gross Settlement Amount, finding that it is reasonable to compensate Plaintiff's counsel on a contingency basis in light of the benefit provided to the Class ~~and that a lodestar analysis confirms the reasonableness of the contingency fee;~~
- f. The Court approves of Class Counsel's request for reimbursement of litigation costs and expenses in the amount of \$11,740.30;
- g. The Court approves that if a Settlement Class Member's check is not cashed within 180 days, the check will be void and a stop payment order may be placed on the check, and that approximately one year after the Effective Date, the amount of each uncashed Settlement Payment check shall be entirely distributed to the Department of Industrial Relations Labor Code § 96.7 Unpaid Wage Fund in the name of the individual Settlement Class Member, which will provide such Settlement Class Members a further opportunity to obtain their settlement payments.

16. The Court approves of the following implementation schedule for further proceedings:
- Deadline for Defendant The Bicycle Casino, L.P. to deliver the Gross Settlement Amount to the Settlement Administrator: Within fifteen (15) calendar days of the Effective Date .
 - Mailing of Payments to Class Members: Within ten (10) days of receipt by the Settlement Administrator of the Gross Settlement Amount and Employer's Withholding Share from Defendant.

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- Payment to Representative Plaintiff: Within ten (10) days of receipt by the Settlement Administrator of the Gross Settlement Amount and Employer's Withholding Share from Defendant.
- Payment to Class Counsel of Class Counsel's attorneys' fees and Class Counsel's costs: Within ten (10) days of receipt by the Settlement Administrator of the Gross Settlement Amount and Employer's Withholding Share from Defendant.
- Payment to LWDA for its share of PAGA settlement: Within ten (10) days of receipt by the Settlement Administrator of the Gross Settlement Amount and Employer's Withholding Share from Defendant.
- Submission of Final Approval Order to LWDA: Within ten (10) days of receipt by the Settlement Administrator of the Gross Settlement Amount and Employer's Withholding Share from Defendant.
- Final Report from the Settlement Administrator: After final distribution of Net Settlement Amount.

17. A compliance hearing is set for March 19, 2019. If a satisfactory compliance status report is filed at least 5 court days before the compliance hearing, no appearances will be required.

18. As provided in the Settlement Agreement, invalidation of any material portion of the Settlement Agreement shall invalidate the Settlement Agreement in its entirety (unless the Parties shall agree in writing that the remaining provisions shall remain in full force and effect), in which case, this Order shall be rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary in the

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Settlement Agreement, and without prejudice to the *status quo ante* rights of Plaintiff, Class Members, and Released Parties.

**15/ CAROLYN B. KUHL, JUDGE
COMPLEX CIVIL LITIGATION**

Dated: June 21, 2018

Hon. Carolyn B. Kuhl

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen (18) and not a party to the within action. My business address is 15260 Ventura Blvd.,
Suite 1920, Sherman Oaks, California 91403.

5 On June 20, 2018, I served the following document described as

6 - **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF**
7 **CLASS ACTION SETTLEMENT**

8 on the interested parties in this action:

9 **(X)** by serving () the original **(X)** true copies thereof as follows:

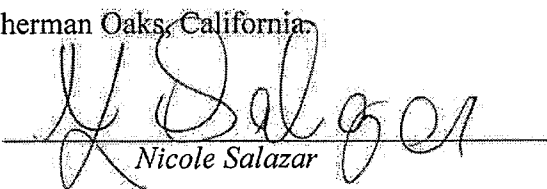
10 **PLEASE SEE ATTACHED SERVICE LIST**

11 () BY MAIL 12 I caused such envelope to be deposited in the mail at 13 Los Angeles, California. The envelope was mailed with 14 postage thereon fully prepaid. I am "readily familiar" with 15 the firm's practice of collection and processing 16 correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	11 () BY FACSIMILE TRANSMISSION 12 I caused said document(s) to be transmitted by facsimile 13 transmission to the name(s) and facsimile telephone 14 number(s) of the person(s) named on the attached service 15 list. The facsimile machine telephone number of the sending 16 facsimile machine was (213) 542-2101. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
17 () BY OVERNIGHT DELIVERY 18 Said document was placed in an envelope designated by 19 the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	17 (XX) BY ELECTRONIC TRANSMISSION 18 I caused the above-described document to be electronically 19 served through Case Anywhere pursuant to the Court's Order Authorizing Electronic Service dated November 29, 2016 to the names and email addresses listed on the Service List attached hereto.

20 **(X) STATE** I declare under penalty of perjury under the laws of the State of California
21 that the above is true and correct.

22 **() FEDERAL** I declare that I am employed in the office of a member of the bar of this
23 court at whose direction the service was made.

24 **(X) EXECUTED** on June 21, 2018, at Sherman Oaks, California.

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26 Nicole Salazar

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SERVICE LIST

Carla L. Feldman, Esq.
Amy B. Pinske, Esq.
Donna Mo, Esq.
ARENT FOX LLP
555 West Fifth Street, 48th Floor
Los Angeles, CA 90013-1065
Telephone: (213) 629-7400
Facsimile: (213) 629-7401
Email: carla@caf-lawgroup.com
amy@caf-lawgroup.com
donna.mo@arentfox.com

Shaun Setareh, Esq.
H. Scott Leviant, Esq.
SETAREH LAW GROUP
9454 Wilshire Boulevard, Suite 907
Beverly Hills, CA 90212
Telephone: (310) 888-7771
Facsimile: (310) 888-0109
Email: shaunt@setarehlaw.com
scott@setarehlaw.com
(Served via U.S. mail)

*Attorneys for Defendant the Bicycle Casino,
L.P.*

*Attorneys for Plaintiff Michael R. Lancaster,
individually and on behalf of all others
similarly situated*

Marshall A. Caskey, Esq.
Daniel M. Holzman, Esq.
CASKEY & HOLZMAN
24025 Park Sorrento, Ste. 400
Calabasas, CA 91302
Telephone: (818) 657-1070
Facsimile: (818) 297-1775

*Attorneys for Plaintiff Tiffany M. Hernandez,
individually and on behalf of all others
similarly situated*