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Superior Court of California
County of Los Angeles

NOV 05 2019

Sherri R. Carter, Executive Officer/Clerk
By Neli M. Raya Deputy
Neli M. Raya

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT
(UNLIMITED JURISDICTION)

ERIC SCHAFLER, on behalf of himself, and all
others similarly situated,

Plaintiff(s),

vs.

LA REINA, INC., a California corporation;
OLD PUEBLO RANCH INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendant(s).

Case No.: BC667533

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

Action filed: 07/03/2017
Hearing Date: 10/21/2019
Hearing Time: 9:00 a.m.
Hearing Dept: SSC-9, Hon. Yvette M.
Palazuelos

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1 This matter came on for hearing on October 21, 2019 at 9:00 a.m. in Department 9 of the
2 above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended Joint
4 Stipulation of Class Action Settlement and Release of Claims (the "Settlement Agreement" or
5 "Agreement") filed herewith which provides for a Gross Settlement Amount ("GSA") of \$750,000
6 in compromise of all disputed claims on behalf of all of Defendant La Reina, Inc.'s and Defendant
7 Old Pueblo Ranch Inc.'s (collectively "Defendants") current and former nonexempt hourly
8 employees (collectively "Hourly Employees") who worked anytime during the time period
9 beginning July 3, 2013 and ending December 5, 2018 ("Class Period"). All capitalized terms used
10 herein shall have the same meaning as defined in the Settlement.

11 In accordance with the Court's prior Order Granting Preliminary Approval of Class Action
12 Settlement, Class Members have been given notice of the terms of the Settlement and the
13 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
14 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
15 and the evidence and argument received by the Court in conjunction with the motions for
16 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
17 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
18 DETERMINATIONS:

19 1. The Court has jurisdiction over the subject matter of the Action and over all
20 Parties to the Action, including all Class Members who did not Request for Exclusion from the
21 Settlement. Pursuant to this Court's Order Granting Preliminary Approval of Class Action
22 Settlement of June 18, 2019, the Class Notice was sent to each Class Member by First Class U.S.
23 mail. The Class Notice informed Class Members of the terms of the Settlement, their right to
24 receive their proportional share of the Settlement, their right to request exclusion, their right to
25 comment upon or object to the Settlement, and their right to appear in person or by counsel at the
26 final approval hearing and be heard regarding final approval of the Settlement. Adequate periods
27 of time were provided by each of these procedures.

28 2. Solely for purposes of the settlement, a Settlement Class is hereby properly
certified as a class for settlement purposes pursuant to California Code of Civil Procedure §382.

3. For purposes of this Final Order and Judgment, "Class," "Class Members,"
or "Settlement Class" shall mean all of Defendants' current and former nonexempt hourly

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1 employees (collectively "Hourly Employees"), who worked anytime during the time period
2 beginning July 3, 2013 and December 5, 2018 ("Class Period").

3 4. The Court finds and determines that the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding final approval of the Settlement based on the responses of Class Members. The Court
6 finds and determines that the Class Notice provided in this case was the best notice practicable,
7 which satisfied the requirements of law and due process as to all persons entitled to such notice.

8 5. The Court further finds and determines that the terms of the Settlement are
9 fair, reasonable and adequate, that the Settlement is ordered finally approved, and that all terms
10 and provisions of the Settlement, including the release of claims contained therein, should be and
11 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
12 according to its terms. As of the Effective Date, and for the duration of the Class Period, all
13 Participating Class Members are hereby deemed to have waived and released all Released Claims
14 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
15 as fully set forth in the Settlement.

16 6. No Settlement Class Members have presented written objections to the
17 proposed Settlement, stated an intention to appear, or actually appeared at the final approval
18 hearing.

19 7. No Settlement Class Members have requested to be excluded from the
20 Settlement as determined by the Settlement Administrator.

21 8. The Court finds and determines that (a) the Settlement Shares to be paid to
22 Participating Class Members and (b) the PAGA payment as civil penalties under the California
23 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
24 2699 et seq., as provided for by the Settlement are fair and reasonable. The Court hereby grants
25 final approval to, and orders the payment of, those amounts be made to the Participating Class
26 Members and \$7,500.00 to the California Labor & Workforce Development Agency, in
27 accordance with the terms of the Settlement.

28 9. The Court hereby confirms David Spivak of The Spivak Law Firm as Class
Counsel.

10. The Court further grants final approval to and orders that the following
payments be made in accordance with the terms of the Settlement:

1 a. A Class Counsel Fees Payment in the amount of \$250,000 in
attorneys' fees to Class Counsel;

2 b. A Class Counsel Litigation Expenses Payment in the amount of
3 \$13,445.80 to Class Counsel;

4 c. A Class Representative Payment \$5,000.00 to Plaintiff Eric Schafler
5 for his service as the Class Representative; and

6 d. Costs to the Settlement Administrator in the amount of \$9,000.00 to
7 Phoenix Settlement Administrators for performance of its services as the Settlement
8 Administrator.

9 11. The settlement shall proceed as directed in the Settlement Agreement, and
10 no payments pursuant to the Settlement shall be distributed until after the Effective Date of the
11 Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court
12 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
13 effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
California Rule of Court 3.769(h).

14 12. The Settlement Administrator shall establish a Settlement Account for
15 distributing Settlement Shares and Payments identified in the Settlement. Within ten (10) business
16 days after the Effective Date of the Settlement, Defendants shall pay the Gross Settlement Amount
17 into the Settlement Account.

18 13. Defendants' payment of such sums shall be the sole financial obligation of
19 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
20 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
21 expenses.

22 14. Nothing in this Final Order and Judgment shall preclude any action to
23 enforce the Parties' obligations under the Settlement or hereunder, including the requirement that
24 Defendants deposit funds for distribution by the Settlement Administrator to Participating Class
Members in accordance with the Settlement.

25 15. The Court hereby enters final judgment in this case in accordance with the
26 terms of the Settlement, the Order Granting Preliminary Approval of Class Action Settlement, and
27 this Final Order and Judgment.

28 16. The Parties are hereby ordered to comply with the terms of the Settlement.



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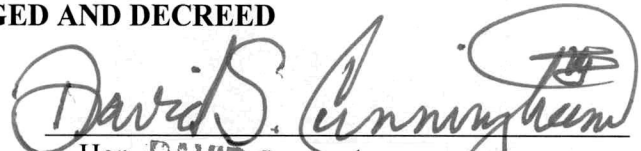
17. The Parties shall bear their own costs and attorneys' fees except as otherwise provided by the Settlement and this Final Order and Judgment.

18. The Settlement is not an admission by Defendants nor is this Final Order and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order and Judgment, the Settlement, any document referred to herein, any exhibit to any document referred to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an admission or concession with regard to, the denials or defenses of Defendants, and shall not be offered in evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records on file in the Action may be filed in this Court or in any other litigation as evidence of the settlement by Defendants to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

19. This document shall constitute a judgment for purposes of California Rule of Court 3.769(h).

IT IS SO ORDERED, ADJUDGED AND DECREED

DATED: NOV 05 2019, 2019


Hon. **DAVID S. CUNNINGHAM III**
Judge of the Superior Court



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