

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

CHASSITY GONZALEZ and JUSTINE GONZALEZ,  
individually and on behalf of others similarly situated,

Plaintiffs,

v.

STERLING CATERERS, INC. d/b/a ATERES  
AVROHOM; PLATINUM AFFAIRS LTD d/b/a  
CONTINENTAL CATERERS; JACOB HIRSCH; and any  
other related entities,

Defendants.

Index No.: 603074/2019

MOT SEQ. 001  
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**ORDER GRANTING  
PRELIMINARY APPROVAL OF SETTLEMENT**

WHEREAS, plaintiffs Chassity Gonzalez and Justine Gonzalez, on behalf of themselves and persons who are alleged to be similarly situated ("Plaintiffs"), have applied to this Court for an order preliminarily approving the settlement of the above-captioned action (the "Action"), and have submitted in support thereof the Settlement Agreement and Release and its attached exhibits ("Settlement Agreement")<sup>1</sup>, the Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Approval of the Proposed Settlement, and the Affirmation of Brett R. Cohen; and

WHEREAS, the Court has reviewed Plaintiffs' motion seeking preliminary approval of the settlement of the Action as memorialized in the Settlement Agreement, which motion was unopposed by Defendants Sterling Caterers, Inc., d/b/a Ateres Avrohom, Platinum Affairs Ltd. d/b/a Continental Caterers, and Jacob Hirsch ("Defendants"), and further having reviewed and considered the Settlement Agreement and the Affirmation of Brett R. Cohen;

<sup>1</sup> All capitalized terms in this Order shall have the meaning set forth in the Settlement Agreement.

**NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED THAT:**

1. The Court finds preliminarily that the terms and conditions of the settlement memorialized in the Settlement Agreement are fair, adequate, and reasonable as to all potential members of the Class (defined below) when balanced against the probable outcome of further litigation relating to liability and damages issues and, therefore, meet the requirements for approval such that notice to the Class about the settlement is appropriate.

2. The Court finds that the Agreement is the result of extensive, arms'-length negotiations and is the product of extensive investigation and research by counsel for Plaintiffs and for Defendants, each of whom is well-versed in the prosecution and defense of wage and hour class and collective actions, such that counsel for the parties are able to reasonably evaluate the strengths and weaknesses of their clients' respective positions.

3. The Court grants preliminary approval of the parties' settlement as memorialized in the Settlement Agreement and directs the parties to carry out the settlement according to the terms of the Settlement Agreement.

4. The Court finds that all requirements of NY CPLR §§ 901 and 902 are met for settlement purposes only and certifies for settlement purposes only the following class of persons (the "Class") (with the members of the Class being the "Class Members" or "Settlement Class Members"):

All individuals who performed service work at Defendants' banquet events held at the Ateres Avrohom from May 2010 through April 24, 2018 and who were still employed by Defendants in 2018 in such trades, classifications and professions that customarily receive gratuities, including but not limited to servers, waiters, banquet servers, bussers, bartenders, captains, and runners.

5. The Court recognizes that the Plaintiffs and Defendants stipulate and agree to certification of the Class for settlement purposes only. This stipulation and the Settlement Agreement will not be deemed admissible, including for purposes of asserting that a class should

be certified, in this proceeding, should the Settlement Agreement not become final, or any other proceeding.

6. The Court appoints Plaintiffs' counsel Leeds Brown Law, P.C. as class counsel for purposes of effectuating the settlement ("Class Counsel").

7. The Court approves the proposed Notice of Settlement of Class Action Lawsuit, Claim Form and Release and related materials annexed to the Settlement Agreement, finding that they fully comply with due process and NY CPLR §§ 901 and 902, and directs their distribution to the Class in accordance with the terms of the Settlement Agreement, which the Court finds meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

8. The Settlement Agreement is not a concession or admission, and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Regardless whether the settlement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding, or conduct related to the settlement, nor any reports or accounts thereof, shall in any event be:

- a. Construed as, offered or admitted in evidence as, received as, or be deemed to be evidence for any purpose adverse to Defendants, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage; or
- b. Disclosed, referred to, or offered or received in evidence against Defendants in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action or enforcing the settlement pursuant to the Settlement Agreement.

9. The Court shall retain jurisdiction through the time of the fairness hearing where any member of the Class can be heard, including any member who files an objection.

10. Upon approval of the Court at or following the fairness hearing, on the Final Effective Date, which will be set by the Court at or following the fairness hearing, the Named Plaintiffs and, all individuals who have not opted out, shall be deemed to have, and by operation of the judgment to be entered shall have, fully, finally, and forever released, relinquished and discharged all Released Class Claims and any other claims as set forth in the Settlement Agreement.

11. Except as to any individual claim of those persons who validly and timely request to opt out of and be excluded from the Settlement, on the Effective Date all of the Released Class Claims shall be dismissed with prejudice as to the Named Plaintiffs and all applicable Settlement Class Members as set forth in the Settlement Agreement.

12. In the event the settlement does not become effective in accordance with the terms of the Settlement Agreement, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null, void, and shall be vacated and shall have no effect whatsoever in this Action or in any other litigation or proceeding and the parties shall revert to their respective positions as of before entering into the Settlement Agreement.

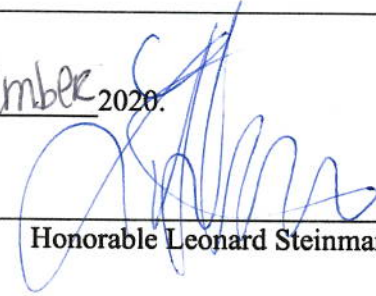
13. Upon approval of the Court at or following the fairness hearing, the Court will issue an Order dismissing this Action with prejudice against all Defendants; however, the Court will retain jurisdiction over this Action for the purposes of interpretation and enforcement of the Settlement Agreement.

14. The Court directs that the following dates shall govern the schedule in this action:

<p><b>Step 1:</b> Settlement Agreement § 2.5.C <i>Within 20 days of entry of this Order</i></p>	<p>Mailing of Class Notice via USPS</p>
<p><b>Step 2:</b> Settlement Agreement §§ 1.1, 1.7 <i>60 days after completion of Step 1</i></p>	<p><b><u>Notice Response Deadline/Bar Date</u></b></p> <ul style="list-style-type: none"> <li>• Last day for Class Members to “opt out” of the Settlement or to submit objections to the Settlement</li> <li>• Last day for Class Members to qualify as an Authorized Claimant by filing Claim Form and Release</li> </ul>
<p><b>Step 3:</b> Pursuant to this Order <i>2, 26, 21 @ 9:30 AM.</i> <i>Typically ~90 Days after completion of Step 1</i></p>	<p><b><u>Fairness Hearing</u></b></p>
<p><b>Step 4:</b> Settlement Agreement § 1.19 <i>To be set by Court following Step 3</i></p>	<p><b><u>Final Effective Date</u></b>, unless otherwise directed</p>
<p><b>Step 5:</b> Settlement Agreement § 3.1.A <i>To be set by Court following Step 3</i></p>	<p>Defendants to fund Qualified Settlement Account in full</p>
<p><b>Step 6:</b> Settlement Agreement § 3.2.A <i>Within 5 days after completion of Step 4</i></p>	<p>Settlement Administrator to mail each Authorized Claimant his or her individual settlement check, send Class Counsel court-approved attorneys’ fees and costs, and pay Named Plaintiffs court-approved Service Awards</p>

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It is so ORDERED this 5<sup>th</sup> day of November 2020.

  
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 Honorable Leonard Steinman, J.S.C.