

ARTIANO SHINOFF

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1 **ORDER**

2 On April 7, 2021, this Court entered an "Order Conditionally Certifying Settlement
3 Class, Granting Preliminary Approval, Approving Notice Program, And Setting Hearing on Final
4 Settlement Approval."

5 On July 30, 2021 this Court conducted a final approval and fairness hearing to evaluate
6 the proposed class settlement agreement (the "Settlement Agreement"). The parties appeared through
7 their attorneys of record. This Court, having read, heard, and considered all papers, pleadings,
8 arguments, and evidence submitted, and good cause appearing therefor, now finds and orders as
9 follows:
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11 **FINDINGS**

12 1. All defined terms contained herein shall have the same meanings as set forth in the
13 Settlement Agreement.

14 2. The Notice provided a neutral, informative, and clear explanation of the settlement,
15 including a description of the Settlement Class, the settlement process, the settlement amount, the
16 relief the settlement proceeds will provide Settlement Class Members, and the rights of Settlement
17 Class Members to object to or opt out of the settlement, and informed Settlement Class Members that
18 Settlement Class Counsel would seek an award of attorneys' fees and costs from the settlement
19 proceeds.
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21 3. The Notice provided the "best practicable" notice of the settlement, constitutes valid,
22 due, and sufficient notice, and meets the requirements for notice of a class action settlement. See *Bell*
23 *v. American Title Insurance Co.*, 226 Cal. App. 3d 1589 (1991); *Cartt v. Superior Court*, 50 Cal. App.
24 3d 960 (1975). Accordingly, this Court determines that all members of the Settlement Class who did
25 not opt out of the Settlement are bound by this Judgment, Final Order, and Decree.
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1 4. The Settlement Agreement and this Judgment fully release and discharge Bon Suisse
2 and its past or present officers, directors, shareholders, employees, agents, principals, heirs,
3 representatives, accountants, auditors, consultants, insurers and reinsurers, and respective successors
4 and predecessors in interest, subsidiaries, affiliates, related companies, parents and attorneys from the
5 following claims against Bon Suisse during the period between October 13, 2013 and September 30,
6 2020 alleged in the action, including: any and all causes of action, claims, rights, damages, or statutory
7 damages, statutory penalties, Labor Code section 203 penalties, liabilities, expenses, and losses that
8 were or could have been asserted based on the facts alleged in the Action for: (1) Failure to Pay
9 Overtime Wages; (2) Failure to Provide Meal Periods or Meal Period Premiums; (3) Failure to Provide
10 Rest Periods or Rest Period Premiums; (4) Failure to Pay All Wages Upon Termination; (5) Failure to
11 Provide Accurate Wage Statements; (6) Unfair Competition based on the alleged Labor Code
12 violations; (7) Unpaid Minimum Wages; (8) Unreimbursed Business Expenses; Civil Penalties under
13 Labor Code Section 2698, *et seq.*, based on the alleged Labor Code violations asserted in the Action
14 or that could have been asserted based on or related to the alleged Labor Code violations (the
15 "Released Claims").

18 5. Under Code of Civil Procedure Sections 578, 579, and 664.6, this Court, in the interests
19 of justice, and there being no just reason for delay, expressly directs the Clerk of this Court to enter
20 this Order as a Judgment, and hereby decrees, that, upon entry, it be deemed as a final judgment with
21 respect to all claims by all members of the Settlement Class against the settling Defendant and the
22 other Released Parties, in accordance with the terms of the Settlement Agreement.

24 6. All members of the Settlement Class who did not opt out of the Settlement are barred
25 and permanently enjoined from prosecuting the Settled Claims and/or Released Claims pursuant to
26 and/or under the Settlement.

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7. Rodolfo Munoz, Francisco Munoz and Gilbert Deras are hereby approved as the Settlement Class Representatives. Rodolfo Munoz, Francisco Munoz and Gilbert Deras are hereby approved to each receive an incentive award in the amount of \$ 10,000.00 from the Gross Settlement Amount.

8. Michael Nourmand, James A. De Sario and Melissa M. Kurata of The Nourmand Law Firm and Douglas Han and Shunt Tatavos-Gharajeh of the Justice Law Corporation are hereby approved as Settlement Class Counsel. Upon hearing and review of the motion for an award of Settlement Class Counsel fees and costs, this Court hereby approves \$420,000.00 for Settlement Class Counsel's fees and \$23,288.80 (not to exceed \$30,000) for Settlement Class Counsel's costs. These awards shall be paid from the Gross Settlement Amount and constitute the full and total compensation for Settlement Class Counsel for all fees and expenses incurred in connection with all claims ever asserted in this action.

9. CPT Group, Inc. is approved as the Claims Administrator and shall be paid \$27,500.00 from the Gross Settlement Amount as full and total compensation for its services and expenses incurred in connection with the settlement administration in this matter.

10. Without affecting the finality of this Judgment, this Court shall retain exclusive and continuing jurisdiction over this action and the parties, including all Settlement Class Members, for purposes of supervising, administering, implementing, enforcing, construing, and interpreting the Settlement Agreement, the claims process thereunder, and this Judgment.

Dated: 09/08/2021 _____

Kenneth J. Meedel

HON. KENNETH J. MEDEL

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 18
4 and not a party to the within entitled action; my business address is 8822 West Olympic
Boulevard, Beverly Hills, California 90211.

5 On August 31, 2021, I served the following document(s) described as:

6 **[PROPOSED] JUDGMENT, FINAL ORDER, AND DECREE GRANTING FINAL**
7 **APPROVAL TO CLASS ACTION SETTLEMENT**

8 on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope,
with postage thereon fully prepaid, addressed as follows:

9 Douglas Han, Esq.
10 JUSTICE LAW CORPORATION
751 Northg Fair Oaks Avenue, Suite 101
Pasadena, California 91103

11 **Courtesy Copy By Email: dhan@justicelawcorp.com**

12 Sheldon A. Osroff, Esq.
13 LAW OFFICES OF SHELDON A. OSTROFF
2488 Historic Decatur Road, Suite 200
14 San Diego, California 92106

15 **Courtesy Copy By Email: sostrofflaw@gmail.com**

16 Daniel R. Shinoff, Esq.
17 ARTIANO SHINOFF
2488 Historic Decatur Road, Suite 200
San Diego, California 92106

18 **Courtesy Copy By Email: dshinoff@as7law.com**

19 BY MAIL: As follows: I am readily familiar with our office's practice for collection and
20 processing of correspondence and other materials for mailing with the United States Postal
Service. On this date, I sealed the envelope(s) containing the above materials and placed the
21 envelope(s) for collection and mailing on this date at the address stated above, following our
office's ordinary business practices. The envelope(s) will be deposited with the United States
22 Postal Service on this date, in the ordinary course of business.

23 I declare under penalty of perjury under the laws of the State of California that the above is
24 true and correct and that this Proof of Service was executed on August 31, 2021, at Beverly Hills,
California.

25 
26 Alejandra Beltran