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FILED
Superior Court of California
County of Los Angeles
04/12/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

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

11 AGUSTIN CASTANEDA, individually and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 HUNGRY MAN, INC., a New York Limited
16 Liability Company; and DOE 1 through and
including DOE 10,

17 Defendants.

Case No. 19STCV26637
Assigned to Hon. Daniel J. Buckley,
Dept. SS1

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
AWARD OF ATTORNEY'S FEES,
REIMBURSEMENT OF COSTS AND
INCENTIVE AWARD**

Date: April 11, 2022
Time: 10:30 a.m.
Dept: 1
Location: Spring Street Courthouse
312 N. Spring St.
Los Angeles, CA 90012

First Amended Complaint
Filed: November 10, 2021

1 **[PROPOSED] ORDER GRANTING APPROVAL OF CLASS ACTION SETTLEMENT AND**
2 **MOTION FOR AWARD OF ATTORNEY’S FEES, REIMBURSEMENT OF COSTS AND**
3 **INCENTIVE AWARD**

4 On April 11, 2022, the Court heard Plaintiff’s unopposed Motion for Final Approval of Class
5 Action Settlement and Motion for Award of Attorney’s Fees, Reimbursement of Costs and Incentive
6 Award. The Court has considered all papers filed, other information presented, and based on those
7 papers and any other information presented, **IT IS HEREBY ORDERED, ADJUDGED AND**
8 **DECREED THAT:**

9 1. The Court grants final approval of the settlement based upon the terms set forth in the
10 Revised Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement Agreement”).

11 2. Capitalized terms used in this Order are as defined in the Settlement.

12 3. The Court further finds, for settlement purposes only, that the requirements of
13 California Code of Civil Procedure § 382 and of California Rules of Court, Rule 3.760 *et seq.* are
14 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class as defined in
15 the Settlement:

16 For the period from July 31, 2015 through and including October 5, 2021, all current and
17 former nonexempt, hourly paid employees employed by Defendant in California (such
18 persons are referred to as “Class Members,” and such period is referred to hereafter as the
19 “Class Period”).

20 4. The Court finds that the proposed Settlement falls within the range of reasonableness, and
21 the terms of Settlement, as set forth in the Settlement, are presumptively fair, adequate and reasonable to
22 the Classes and, therefore, meets the requirements for final approval. It appears to the Court that the
23 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when balanced
24 against the probable outcome of further litigation, given the risks relating to liability and damages. It
25 further appears that extensive investigation and research has been conducted such that counsel for the
26 Parties at this time are reasonably able to evaluate their respective positions. It further appears to the
27 Court that the Settlement at this time would avoid substantial additional costs by all Parties, as well as
28 the delay and risks that would be presented by the further prosecution of the Class Action. It appears the

1 Settlement has been reached as a result of extensive, arms-length negotiations utilizing an experienced
2 third party neutral.

3 5. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules
4 of Court, the Court grants final approval of the Settlement as set forth in the Settlement. For settlement
5 purposes only, the Court finds that Plaintiff Agustin Castaneda is an adequate representative of the Class
6 and appoints him as such. For settlement purposes only, the Court further finds that Harris & Ruble
7 (“Class Counsel”) have adequately represented the Class and are appointed as Class Counsel.

8 6. The Court determines that the Parties substantially complied with the distribution of the
9 Class Notice to the Class in the manner and form set forth in the Preliminary Approval Order, and that
10 the Class Notice provided to the Class was the best notice practicable under the circumstances and
11 constituted due and sufficient notice to all persons entitled to such notice. The Court confirms CPT
12 Group, Inc. (“CPT”) as the Settlement Administrator. The procedures for paying the Settlement
13 administration costs, as set forth in the Settlement are approved. CPT is directed to perform all
14 responsibilities of the Settlement Administrator as set forth in the Settlement Agreement.

15 7. The Court determines that the procedures required by the Preliminary Approval Order
16 have been carried out and satisfy due process requirements such that all absent Class Members have
17 been given the opportunity to participate fully in the claims exclusion and the approval process.

18 8. There were zero (0) objections and fifty-four (54) valid requests for exclusion to the
19 Settlement in response to the Class Notice.

20 9. The Class, including Plaintiff and all the Class Members who have not submitted a valid
21 and timely Request for Exclusion (and so who are not Opt Outs), shall be deemed conclusively to have
22 made the following releases set forth in § I. P. of the Settlement, which shall have the force and effect of
23 res judicata as to each of them:

24 [A]ny all claims which Plaintiff, the Class, and/or any Class Member alleged or could
25 have been alleged against any of the Released Parties, arising out of the facts asserted in
26 the PAGA Notice and/or the operative Complaint during the Class Period, including
27 claims, damages (of any kind), statutory penalties, and civil penalties for any violations
28 of the California Labor Code governing: meal and rest breaks; unpaid wages, including
minimum wages, regular wages, overtime, and double time wages; wage statement
violations; failure to maintain accurate records; separation pay violations; any and all
theories for or related to the timing of payments; and failure to produce employment
records.

1 10. The Settlement is not an admission by Defendant Hungry Man, Inc., nor is this Order a
2 finding of the validity of any claim in the Action of any wrongdoing by Defendant. Neither the
3 Settlement, nor any document referenced therein, nor any action taken to carry out the Settlement, will
4 be (a) construed as or used as an admission, concession or indication by or against Defendant of any
5 fault, wrongdoing or liability, including any concession that certification of a class other than for
6 purposes of settlement would be appropriate in this Action or in any other case or an admission that any
7 of Defendant’ defenses in the Action are without merit, or (b) disclosed, referred to, or offered in
8 evidence against Defendant in any further proceeding except for purposes of effectuating the Settlement.
9 However, the Settlement may be admitted in evidence and otherwise used in any proceeding to enforce
10 its terms, or in defense of any claims released or barred by the Settlement.

11 11. The Court has reviewed all documentation submitted in support of the request for an
12 Incentive Award for Plaintiff for his efforts in bringing and prosecuting this case, and the final risk
13 undertaken in bringing the action. Plaintiff has provided a general release and waiver under Code of
14 Civil Procedure section 1542. Applying these standards, the Court approves a class representative
15 Incentive Award in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), which the Court
16 determines to be fair and reasonable.

17 12. The Court awards Four Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and
18 Sixty-Seven Cents (\$416,666.67) in attorney’s fees and Nineteen Thousand Dollars and Zero Cents
19 (\$19,000.00) in actual costs to Class Counsel, which the Court determines to be fair and reasonable.

20 13. The Court hereby approves a payment of Thirty Five Thousand Dollars and Zero Cents
21 (\$35,000.00) to CPT for its services as settlement administrator.

22 14. The Court hereby approves a payment of Seven Thousand Five Hundred Dollars and
23 Zero Cents (\$7,500.00) to California’s Labor & Workforce Development Agency to pay all applicable
24 penalties under the California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”). Cal.
25 Lab. Code §§ 2699, 2699.3 and 2699.5.

26 15. The Parties shall bear all their own costs and attorneys’ fees, except as otherwise set forth
27 in the Settlement or this Order.
28

1 16. The Court directs the Parties to effectuate the Settlement according to the terms of the
2 Settlement, including payment to Settlement Class Members. Any uncashed checks remaining uncashed
3 for more than 180 days after issuance shall be transmitted to the Controller of the State of California to
4 be held pursuant to the Unclaimed Property Law.

5 17. The Court orders Class Counsel to file a final report by **November 30, 2022**,
6 summarizing all distributions made pursuant to the approved Settlement, supported by a declaration
7 from the Settlement Administrator.

8 **IT IS SO ORDERED.**

9
10 Dated: 04/12/2022



By *Daniel J. Buckley*
Superior Court Judge

Daniel J. Buckley / Judge