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LASCARI'S AND SONS, INC. and
16 LASCARI'S GROUP, INC.
(additional parties listed on next page)

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

20 CATRINA MARTINEZ, an individual, on
21 behalf of herself, and all others similarly
situated,

22 Plaintiff,

23 v.

24 LASCARI'S AND SONS INC. a California
25 Corporation, LASCARI'S GROUP, INC., a
California Corporation, and DOES 1 through
26 25, inclusive,

27 Defendants.

28 Charles Lew (SBN 227495)
Isaiah Artest (SBN 320326)

FILED
Superior Court of California
County of Los Angeles
11/08/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Cervantes Deputy

Case No.: BC716005
Assigned For All Purposes to Hon. David S.
Cunningham, Dept. 11

~~PROPOSED~~ **PRELIMINARY APPROVAL
ORDER**

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7 Attorneys for Defendants
8 LASCARI'S AND SONS, INC. and
9 LASCARI'S GROUP, INC.
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1 This matter, having come before the Honorable David S. Cunningham of the Superior Court
2 of the State of California, in and for the County of Los Angeles, on October 26, 2021, for the motion
3 by Plaintiff Catrina Martinez (“Plaintiff”) for preliminary approval of a global class and
4 representative action settlement that resolves all claims of Plaintiff and the Class against Defendants
5 Lascari’s and Sons, Inc. and Lascari’s Group, Inc. (“Defendants”). The Court, having considered the
6 briefs, argument of counsel and all matters presented to the Court, and good cause appearing, hereby
7 GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

9 1. The Court preliminarily approves of the class action and representative action
10 settlement upon the terms and conditions set forth in the Amended Class Action Settlement
11 Agreement (“Agreement”), filed on October 13, 2021. This is based on the Court’s determination
12 that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant
13 to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of
14 Court, rule 3.769.

15 2. For purposes of this Preliminary Approval Order (“Order”), the Court hereby adopts
16 and incorporates all definitions set forth in the Agreement.

17 3. The Court preliminarily finds that the Settlement is the product of informed, non-
18 collusive negotiations conducted at arms’ length by the Parties. The Court has considered the
19 alleged merit of Plaintiffs’ claims, Defendants’ potential liability, the allocation of Settlement
20 proceeds among Class Members and the fact that the Settlement represents a compromise of the
21 Parties’ respective positions. The Court therefore preliminarily finds that the Settlement is fair,
22 adequate, and reasonable when balanced against the probable outcome of further litigation and the
23 significant risks related to certification, liability, and damages issues, subject to further consideration
24 at the Final Fairness and Approval Hearing described below.

25 4. Solely for the purpose of settlement in accordance with the Agreement, the Court
26 finds that the requirements for certification under section 382 of the California Code of Civil
27 Procedure and other laws applicable to preliminary settlement approval of class actions have been
28 satisfied, and the Court hereby certifies, for settlement purposes only, the following Class (the

1 “Class”) that consists of all individuals who are or were non-exempt employees of Defendants at
2 Lascari’s branded restaurants in California at any time from August 1, 2014 through October 26,
3 2021.

4 5. Pursuant to the Agreement, and for settlement purposes only, the Court further finds
5 as to the Class that:

- 6 a. The Class is so numerous that joinder of all members is impracticable;
- 7 b. There are questions of law or fact common to the Class which predominate
8 over the questions affecting only individual members;
- 9 c. The claims of the Class Representative are typical of the claims of the Class
10 that the Class Representative seeks to certify;
- 11 d. The Class Representative, Plaintiff Catrina Martinez, will fairly and
12 adequately protect the interests of the Class and is, therefore, appointed as the
13 representative of the Class;
- 14 e. Class Counsel, Beth A. Gunn and Catherine J. Coble at Gunn Coble LLP, will
15 fairly and adequately protect the interests of the Class and are qualified to
16 represent the Class and are, therefore, appointed as attorneys for the Class for
17 purposes of settlement only; and
- 18 f. Certification of the Class is superior to other available methods for fair and
19 efficient adjudication of the controversy.

20 6. PAGA Employees is defined as all individuals who are or were non-exempt
21 employees of Defendants at Lascari’s branded restaurants in California at any time from March 27,
22 2017 through October 26, 2021 (“PAGA Employees”).

23 7. CPT Group, Inc. is hereby appointed to serve as the Settlement Administrator. The
24 Settlement Administrator will administer the applicable provisions of the Settlement Agreement,
25 including but not limited to: translating the Notice of Class Action and PAGA Settlement (“Notice”) to
26 Spanish; preparing and submitting to Settlement Class Members, PAGA Employees, and
27 government entities all appropriate tax filings, and forms; computing the amount of and distributing
28 Individual Settlement Payments, PAGA Payment Shares, Enhancement Awards to the Class

1 Representatives, and Class Counsel Attorneys' Fess, Costs, and Expenses; processing and validating
2 Opt Outs; establishing a Qualified Settlement Fund; and calculating and remitting all employer and
3 employee tax applications and preparing and submitting filings required by law in connection with
4 the payments require by the Settlement.

5 8. Pursuant to the terms of the Agreement, Defendants are hereby directed to prepare
6 and provide the Class Data to the Settlement Administrator no later than fifteen (15) calendar days of
7 entry of this Order.

8 9. Pursuant to the terms of the Settlement Agreement, CPT Group, Inc. is hereby
9 directed to mail the Notice to all Class Members via first-class regular U.S. Mail within thirty (30)
10 calendar days of entry of this Order (*i.e.*, November 15, 2021). CPT Group, Inc. shall also, within
11 10 days of mailing the Notice, send an electronic copy of the Notice via email to the last known
12 email addresses (to the extent available) of each Class Member and PAGA Employee.

13 10. The Court approves as to form and content the Notice attached as Exhibit 1 to the
14 Agreement. The Court finds that the Notice appears to fully and accurately inform the Class and
15 PAGA Employees of all material elements of the proposed Settlement, of the Class Member's right
16 to be excluded from the Class by submitting a written Opt Out request, and of each Class Member
17 and PAGA Employee's right and opportunity to object to the Settlement. The Court further finds
18 that the distribution of the Notice in the manner and form set forth in the Agreement and this Order
19 meets the requirements of due process, is the best notice practicable under the circumstances, and
20 constitutes valid, due and sufficient notice to all members of the Class and PAGA Employees
21 entitled thereto.

22 11. The Court hereby preliminarily approves the proposed procedure for exclusion from
23 the Settlement. Any Class Member may request to be excluded from the Class and the Settlement by
24 submitting a written Opt Out in accordance with Paragraph 61 in the Agreement and by first class
25 mail to the Settlement Administrator or email as provided in Section 7 of the Notice. Any such
26 request to Opt Out will be timely only if postmarked no later than the Response Deadline, which is
27 sixty (60) days after the Notice is initially mailed to the Class Members (*i.e.*, January 24, 2022), or
28 by an extended deadline for Class Members to whom the Notice was remailed, as set forth in the

1 Agreement. Any Class Member, who submits a completed, signed and timely written Opt Out shall
2 no longer be a member of the Class, shall be barred from participating in this Settlement, shall be
3 barred from objecting to this Settlement, and shall receive no benefit from this Settlement, except
4 that Class Members who are also PAGA Employees will still receive their PAGA Payment Share
5 and will release the Released PAGA Claims. Class Members shall be bound by this Agreement and
6 shall release all Released Class Claims unless they submit a completed, signed, and timely Opt Out.
7 If they submit a valid Opt Out, they will still be bound by the release of the Released PAGA Claims.

8 12. Any Class Member wishing to object to this Settlement shall inform the Court, Class
9 Counsel, and Defense Counsel in writing of his or her intent to object by following the procedure set
10 forth in the Notice and prescribed by Paragraphs 65-66 of the Agreement. Any Class Member who
11 intends to object to the Agreement must submit their objection to the Settlement Administrator on or
12 before the Response Deadline (*i.e.*, January 24, 2022), which is sixty (60) days after the Notice is
13 initially mailed to the Class Members, or by an extended deadline for Class Members to whom the
14 Notice was remailed, as set forth in the Agreement.

15 13. Any Class Member who has submitted such written objections may, but is not
16 required to, appear himself or herself, or through counsel, at the Final Fairness and Approval
17 Hearing and object to the approval of the Settlement or the award of attorneys' fees and
18 reimbursement of expenses to counsel. The Parties may file any response to the objections
19 submitted by objecting Class Members, if any, at least seven (7) days before the Final Fairness and
20 Approval Hearing, or on another date set by the Court.

21 14. Any Class Member who does not make their objection(s) in the manner so provided
22 herein and in the Notice shall be deemed to have waived such objection(s) and shall forever be
23 foreclosed from making any objection(s) to the fairness or adequacy of the proposed Settlement as
24 incorporated in the Agreement and the award of attorneys' fees and reimbursement of expenses to
25 counsel and the right to appeal any orders that are entered relating thereto, unless otherwise ordered
26 by the Court.

27 15. The Final Fairness and Approval Hearing shall be held on February 24, 2022 at 10:00
28 a.m., before the Honorable David S. Cunningham, in Department 11 in the Superior Court of

1 California in Los Angeles County, located at 312 North Spring Street, Los Angeles, CA 90012. At
2 that time, the Court shall determine: (a) whether the proposed settlement of the Action on the terms
3 and conditions provided for in the Settlement Agreement is fair, just, reasonable and adequate and
4 should be finally approved; (b) whether judgment as provided in the Settlement Agreement should
5 be entered herein; (c) whether to approve Class Counsel’s application for an award of attorneys’ fees
6 and costs, and any Enhancement Award to the Class Representative; and (d) to hear any timely
7 objections to the Settlement. The deadline for Class Counsel to file the Motion for Final Approval
8 of Settlement, Motion for Attorney Fees, and Response to any Objections is 16 court days prior to
9 the Final Fairness and Approval Hearing.

10 16. The Court reserves the right to adjourn the date of the Final Fairness and Approval
11 Hearing and any adjournment thereof without further notice to the Class Members and PAGA
12 Employees, and retains jurisdiction to consider all further applications arising out of or connected
13 with the Settlement. The Court may approve the Settlement, with such modifications as may be
14 agreed to by the Parties to the Settlement, if appropriate, without further notice to the Class or
15 PAGA Employees.

16 17. Pending further order of this Court, all proceedings in this matter except those
17 contemplated herein and in the Agreement are stayed and suspended until further order of this Court.

18 18. Pending the Final Fairness and Approval Hearing, Plaintiffs and the Class Members
19 are hereby enjoined from prosecuting the Released Class Claims and the PAGA Employees are
20 hereby enjoined from prosecuting the Released PAGA Claims against Defendants and/or the
21 Released Parties.

22 19. The Court recognizes that certification under this Order is for settlement purposes
23 only, and shall not constitute or be construed as a finding by the Court, or an admission on the part
24 of Defendants or any of the Released Parties, of any fault or omission with respect to any claim or
25 that this action is appropriate for class or representative treatment for litigation purposes. Entry of
26 this Order is without prejudice to the rights of Defendants or any of the Released Parties to oppose
27 class certification in this action should the proposed Settlement not be granted final approval.

28 20. If for any reason the Court does not execute and file an Final Order and Judgment, or

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if the Effective Date of the settlement, as defined in the Stipulation, does not occur for any reason whatsoever, the Stipulation and the proposed settlement that is the subject of this Order, and all evidence and proceedings had in connections therewith, shall be without prejudice to the *status quo ante* rights of the Parties to the litigation, as more specifically set forth in the Stipulation.

IT IS SO ORDERED.

DATED: _____ 2021



HON. DAVID S. CUNNINGHAM
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the action in which this service is made. My business address is 3555 Casitas Ave., Los Angeles, CA 90039.

On November 1, 2021, I served the following documents, described as:

[PROPOSED] PRELIMINARY APPROVAL ORDER

To the following parties:

Brittany M. Hernandez
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Michael R. Kleinmann
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Beverly Hills, CA 90210
(Counsel for Defendant Lascari’s Group, Inc.)

[X] (By Electronic Mail) Pursuant to the Court’s order or an agreement of the parties to accept service my email or electronic transmission, a true and correct copy was electronically served to the email addresses listed in the service caption above via the Court-ordered electronic filing system. A true and correct copy of transmittal will be produced if requested by any party or the Court.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on November 1, 2021 at Los Angeles, California.



By: _____
Beth Gunn