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16 Attorneys for Plaintiffs Sonia Vivar and the Putative Class

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

19 SONIA VIVAR, an Individual, on behalf of  
20 herself and all those similarly situated,

21 Plaintiffs,

22 v.

23 TALLGRASS TALENT GROUP, LLC,  
24 a Kansas Corporation licensed to do business in  
25 California; OMEGA RESOURCE  
26 SOLUTIONS, LLC, a Michigan Corporation  
27 licensed to do business in California; and  
28 DOES 1 through 20, Inclusive,

Defendants.

CASE NO. BC562517

CLASS ACTION

~~PROPOSED~~ JUDGMENT

Assigned to the Honorable Maren E. Nelson

Hearing Date: July 25, 2018  
Time: 9:00 a.m.  
Department: 017

Complaint filed: November 3, 2014  
Trial Date: TBD

TO ALL INTERESTED PARTIES AND TO THEIR ATTORNEYS OF RECORD:

WHEREAS, this matter came on before the Court for hearing on July 25, 2018 at 9:00 a.m. in Department 017 of the above-captioned court located at 312 N. Spring St., Los Angeles, California 90012, pursuant to the Order of this Court entered on February 15, 2018, on the motion of Plaintiff

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ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

AUG 17 2018

Sherri R. Carter, Executive Officer/Clerk  
By: Nancy Navarro, Deputy

RECEIVED  
LOS ANGELES SUPERIOR COURT

JUL 25 2018

BOB NAZARYAN

FILED

1 Sonia Vivar ("Plaintiff") for approval of the terms of the settlement set forth in the Amended Joint  
2 Stipulation of Class Action Settlement and Release ("Amended Settlement Agreement"), and due and  
3 adequate notice was given to the members of the Settlement Class Members as defined below as  
4 required in the Order, and the Court having considered all papers filed and proceedings in this case  
5 and good cause appearing there for, and

6         **WHEREAS**, all defined terms contained herein have the same meanings as set forth in the  
7 Amended Settlement Agreement,

8         **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

9         1. The Court hereby approves the terms of the settlement set forth in the Amended Joint  
10 Stipulation of Settlement and Release (the "Amended Settlement Agreement") filed as **Exhibit A** to  
11 the Declaration of Aris E. Karakalos in Support of the Motion for Final Approval, and finds that the  
12 Amended Settlement Agreement reached between Plaintiff and those similarly situated, on the one  
13 hand, and Defendant Tallgrass Talent Group, LLC ("Defendant"), on the other, is, in all respects, fair,  
14 reasonable, and adequate to the members of the Settlement Class identified therein.

15         2. The Court finds that the settlement set forth in the Amended Settlement Agreement is  
16 fair and equitable to the Settlement Class Members ((Amended Settlement Agreement, ¶¶ 3.25), and  
17 Plaintiff and Defendant (collectively, the "Parties") are hereby directed to perform its terms.

18         3. The following three individuals have opted out of the Settlement Class by submitting  
19 timely Requests for Exclusion: Lynda Ashley, Julie Ribli, and Gayle Bradshaw. Hence, these three  
20 individuals are not bound by this Judgment or the terms of the Amended Settlement Agreement and  
21 they are not "Settlement Class Members" as such term is defined in paragraph 3.25 of the Amended  
22 Settlement Agreement.

23         4. This Court has jurisdiction over the subject matter of the litigation and over all Parties  
24 thereto, including all Settlement Class Members (as defined in paragraph 3.25 of the Amended  
25 Settlement Agreement).

26         5. The Class is hereby certified pursuant to the California Code of Civil Procedure section  
27 382 and approved pursuant to California Rules of Court, Rule 3.769. The Class is defined as "all  
28 current and former demonstrators who performed wine and spirit related events on behalf of Tallgrass

1 and/or the Released Parties employed in the State of California between August 1, 2014 and December  
2 8, 2014.” (Amended Settlement Agreement, ¶ 3.4.)

3 6. The Preliminary Approval Date is February 15, 2018, the date on which this Court  
4 granted Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and for Class  
5 Certification for Settlement Purposes.

6 7. Strauss & Strauss, APC and its attorneys, including Aris E. Karakalos and Michael A.  
7 Strauss, as well as Strauss Law Group, APC and its attorneys Anthony R. Strauss, are hereby  
8 appointed as Class Counsel.

9 8. Sonia Vivar is appointed as Class Representative.

10 9. The Amended Settlement Agreement provides for a Gross Settlement Amount of  
11 \$175,000, which is hereby approved. (Amended Settlement Agreement, ¶ 5.1.)

12 10. Consistent with the Amended Settlement Agreement, Class Counsel shall be awarded  
13 attorney’s fees in the amount of 35% of the \$175,000 settlement obtained in the matter is granted, for  
14 an attorney’s fees award of \$61,250 (which shall be paid out of the Gross Settlement Amount).  
15 (Amended Settlement Agreement, ¶ 7.3.1.2.)

16 11. The Court finds that the amount of attorney’s fees requested is fair, reasonable, and  
17 warranted given the results obtained in this litigation. This amount shall be paid from the Settlement  
18 Amount.

19 12. Consistent with the Amended Settlement Agreement, Class Counsel shall be awarded  
20 litigation costs in the amount of \$9,491.75 (which shall be paid out of the Gross Settlement Amount).  
21 (Amended Settlement Agreement, ¶ 7.3.1.2.)

22 13. The Court finds that the amount of costs requested is fair, reasonable, and warranted  
23 given the results obtained in this litigation and shall be paid from the Gross Settlement Amount.

24 14. As the Amended Settlement Agreement set aside \$10,000 in possible litigation cost and  
25 expense reimbursement to Class Counsel and the Court only awards \$9,491.75 in litigation costs, the  
26 remaining amount shall revert to the settlement fund established by the Amended Settlement  
27 Agreement for payment to Settlement Class Members.

28 15. Pursuant to the terms of the Amended Settlement Agreement, the Court orders CPT

1 Group, Inc., the Claims Administrator, to set up, hold, and control a settlement fund (as described in  
2 paragraphs 8.1 *et seq.* of the Amended Settlement Agreement) for the purposes of making payments to  
3 Settlement Class Members (as defined in paragraphs 3.4 and 3.25 of the Amended Settlement  
4 Agreement).

5 16. For the efforts of the Claims Administrator to date and as set forth in the Settlement  
6 Agreement, the Court approves and orders Defendants to pay the Claims Administrator's expenses of  
7 \$10,000. This amount shall be paid from the Gross Settlement Amount. (Amended Settlement  
8 Agreement, ¶ 3.3.)

9 17. Consistent with the terms of the Amended Settlement Agreement as reached between  
10 the parties and the final approval of the settlement by this Court, this Court, as part of the approval,  
11 awards a service payment to class representative, Sonia Vivar, in the amount of \$5,000 for her service  
12 to the Class. This amount shall be paid from the Gross Settlement Amount. (Amended Settlement  
13 Agreement, ¶ 6.1.)

14 18. The Court approves and orders Defendants to pay the LWDA \$3,750 (75% of the  
15 PAGA portion of the settlement. This amount shall be paid from the Gross Settlement Amount.  
16 (Amended Settlement Agreement, ¶ 7.3.1.2.)

17 19. Pursuant to paragraph 9.1 of the Amended Settlement Agreement, no later than ten (10)  
18 calendar days after the date of the Effective Date of the Amended Settlement Agreement (as defined in  
19 section 3.9 therein), Defendants shall deposit with the Claims Administrator, CPT Group, Inc., the  
20 total gross sum of One-Hundred Seventy-Five Thousand Dollars (\$175,000), plus an amount equal to  
21 the employer's share of payroll taxes applicable to that portion of the settlement payments to  
22 Settlement Class Members that is allocated to wages.

23 20. Within twenty (20) days of the Effective Date as defined in paragraph 3.9 of the  
24 Amended Settlement Agreement (and no later than ten (10) calendar days after Tallgrass deposits the  
25 Settlement Benefits into the trust account established for purposes of the Amended Settlement  
26 Agreement), the Claims Administrator shall pay the following amounts to the specified payees using  
27 the funds in the Gross Settlement Amount:

28 a. Settlement Class Member Payments: The Claims Administrator shall issue and mail

1 settlement payments to Settlement Class Members pursuant to paragraph 7.3 *et seq.*  
2 of the Amended Settlement Agreement.

3 b. Attorney's Fees and Costs Payment: The Claims Administrator shall pay the Court-  
4 approved attorney's fees in the amount of \$61,250 and costs in the aggregate  
5 amount of \$9,491.75 to Class Counsel.

6 c. Service Payment: The Claims Administrator shall pay Plaintiff Sonia Vivar a  
7 service payment of \$5,000, mailed to Class Counsel.

8 d. Claims Administrator Payment: The Claims Administrator shall pay itself \$10,000  
9 for administration costs, as set forth hereinabove.

10 e. PAGA: The Claims Administrator shall pay the LWDA \$3,750 (representing 75%  
11 of the \$5,000 PAGA component of the Amended Settlement Agreement).

12 21. Pursuant to paragraph 9.4 of the Amended Settlement Agreement, any Settlement  
13 Payment checks issued by the Claims Administrator that are not negotiated within 180 days of  
14 mailing, shall be distributed to the Unclaimed Wage Fund.

15 22. Upon the Effective Date of the Amended Settlement Agreement (as defined in  
16 paragraph 3.9 of the Amended Settlement Agreement), the Class Representative, Sonia Vivar, and  
17 every Settlement Class Member shall be deemed to have, and by operation of this Judgment shall  
18 have, fully, finally, and forever waived, released, relinquished and discharged all Released Claims  
19 against Tallgrass and all Released Persons, as those terms are defined in the Amended Settlement  
20 Agreement and as follows:

21 a. "RELEASED CLAIMS" means known claims and Unknown Claims (defined  
22 below) asserted by Plaintiff in the Operative Complaint and any and all known and Unknown Claims  
23 that could have been asserted in the Operative Complaint based upon the facts pleaded in the  
24 Operative Complaint, including any and all claims for: (a) failure to pay minimum wage (including but  
25 not limited to any and all claims arising under California Labor Code sections 216, 1194, 1194.2, and  
26 1197, 1197.1, and 3287; (b) failure to provide accurate itemized wage statements (including but not  
27 limited to any and all claims arising under California Labor Code sections 226, 1174 and 1175); (c)  
28 failure to reimburse business-related expenses (including but not limited to any and all claims arising

1 under California Labor Code section 2802); (d) failure to pay all wages during employment and upon  
2 termination or resignation (including but not limited to any and all claims arising under California  
3 Labor Code sections 201, 202, 203, and 204); (e) unfair, unlawful and/or fraudulent business practices  
4 in violation of Business and Professions Code section 17200, *et seq.*; (f) all violations of the Private  
5 Attorneys' General Act of 2004 (including any and all claims arising under California Labor Code  
6 sections 2698, 2699, and 2699.3); (g) all related claims for penalties, interest, and/or attorneys' fees  
7 under the California Labor Code, the applicable Wage Order, or otherwise, and (h) for all such claims  
8 described herein, all claims based on a federal or California statute, ordinance, regulation, common  
9 law, or other source of law, whether such claims are in the nature of wages, compensation, minimum  
10 wages, penalties, interest, attorneys' fees (including claims for attorneys' fees under Code of Civil  
11 Procedure section 1021.5), costs, expenses, restitution or injunctive relief, whether in contract, tort, or  
12 pursuant to a statutory remedy, including, but not limited to, any claims that were or could have been  
13 brought, based on the same facts, under California Labor Code sections 201, 202, 203, 204, 218,  
14 218.5, 218.6, 226, 510, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1199, 1199, 2698, 2699, 2699.3,  
15 2802, and 3287, and the applicable Wage Orders, and all implementing regulations and interpretative  
16 guidance or rulings and the like; any related claims for conversion of monies claimed to be due and  
17 owing to employees; any claims for unfair, unlawful or fraudulent business practices prohibited by the  
18 California Business and Professions Code section 17200, *et seq.*, relating only to, but in any way to,  
19 Defendant's alleged failure to pay all wages during employment and upon resignation or termination,  
20 failure to provide accurate itemized wage statements, failure to pay minimum wages, and failure to  
21 reimburse business expenses; any related claims for penalties under PAGA, and any other related  
22 claims for declaratory relief, restitution, punitive damages, and/or injunctive relief based upon the  
23 facts pleaded in the Operative Complaint or could have been alleged based upon the facts pleaded in  
24 the Operative Complaint; and, for Settlement Class Members who actually cash the check representing  
25 the Settlement Benefits, all claims arising under the Fair Labor Standards Act, which arise out of the  
26 wage, hour, and payroll practices alleged or which could have been alleged under the facts pleaded in  
27 the Operative Complaint;

28



1           b.       “UNKNOWN CLAIMS” means any claim, which arises out of the wage and  
2 hour and payroll practices alleged or which could have been alleged under the facts plead in the  
3 Operative Complaint, which the Class Representative and any Settlement Class Member does not  
4 know or suspect to exist in his or her favor at the time of the release of the Released Persons that, if  
5 known by him or her, might have affected his or her settlement with and release of the Released  
6 Persons, or might have affected his or her decision whether or not to object to the settlement reflected  
7 in this Joint Stipulation; and

8           c.       “RELEASED PERSONS” means Tallgrass and its Related Parties; and

9           d.       “RELATED PARTIES” means each of a Person’s past or present directors,  
10 officers, directors, shareholders, managers, supervisors, employees, partners, principals, agents,  
11 corporate parents, subsidiaries and affiliated corporations and entities (including all corporations,  
12 limited liability companies, limited liability partnerships, or all other business organizations associated  
13 with such corporate parents, subsidiaries and affiliates), underwriters, issuers, insurers, co-insurers,  
14 reinsurers, controlling shareholders, any entity in which the Person has a controlling interest, advisors,  
15 personal or legal representatives, clients, predecessors, successors, parents, subsidiaries, joint ventures,  
16 assigns, spouses, heirs, associates, related or affiliated entities (corporations, limited liability  
17 corporation, or any other business organization), any members of his/her/its immediate families, or  
18 any trust of which any Person is the settlor, or which is for the benefit of any Person and/or member(s)  
19 of his or her family. In the case of Defendant Tallgrass, its Related Parties include but are not limited  
20 to Dennis Garberg & Associates, Inc. (d/b/a The Sunflower Group), Omega Solutions, LLC, Omega  
21 Resource Solutions, LLC, Cyber Group, Inc., Administrative Employer Services, Inc., and Advantage  
22 Sales and Marketing LLC, and each of their Related Parties.

23           23.       The Notice (as defined in paragraph 3.15 of the Amended Settlement Agreement) given  
24 to all members of the Class was the best notice practicable under the circumstances. Said Notice  
25 provided due and adequate notice of those proceedings and of the matters set forth therein, including  
26 the proposed settlement set forth in the Amended Settlement Agreement, to all persons entitled to such  
27 notice, and said Class Notice fully satisfied and requirements of California law and the requirements  
28 of due process.

1           24. Without affecting the finality of this Judgment in any way, the Court shall retain  
2 jurisdiction with respect to the implementation and enforcement of the terms of the Amended  
3 Settlement Agreement, and the Court shall retain jurisdiction over the Parties and the members of the  
4 Class to enforce the terms, conditions and obligations of the Amended Settlement Agreement.

5           25. The Court hereby sets a non-appearance case review hearing for April 29, 2019 at 9:00  
6 am. The case administrator, CPT Group, shall file a report to the court summarizing the administrative  
7 efforts and results in the case by April 22, 2019.

8           26. Neither this Judgment, nor the Parties' settlement, the Amended Settlement Agreement,  
9 the Preliminary Approval Order or the Court's order granting final approval of the settlement shall  
10 constitute an admission by any of the Released Persons (defined above), including Tallgrass, of any  
11 liability or wrongdoing, nor does this Judgment represent a finding as to the validity of any of the  
12 claims alleged in the Action or a finding of liability or wrongdoing by any of the Released Persons  
13 including Tallgrass.

14  
15 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED THEREON.**

16  
17  
18 DATED: 8/17, 2018

MAREN E. NELSON

\_\_\_\_\_  
HONORABLE MAREN NELSON  
Judge of the Superior Court