

FILED
Superior Court of California
County of Los Angeles

APR 01 2021

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By [Signature], Deputy
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

15 DAVID LACHMAN and ARTHUR STEINER,
16 individually and on behalf of all similarly situated
17 individuals,

17 Plaintiffs,

18 v.

19 BERLITZ LANGUAGES, INC., a New York
20 Corporation; BERLITZ CORPORATION, a New
21 York Corporation; and DOES 1-100,

22 Defendants.

Case No. 19STCV01533

**[Proposed] Order Granting Final Approval of
Class Action Settlement and Final Judgment**

Date: April 1, 2021

Time: 10:30 a.m.

Dept.: 12

Judge: Hon. Carolyn B. Kuhl

Complaint Filed: January 22, 2019

FAC Filed: February 11, 2020

Trial Date: None Set

1 [PROPOSED] ORDER

2 This matter having come for hearing on April 1, 2021, regarding Plaintiffs' unopposed Motion for
3 Order Granting Final Approval of Class Action Settlement on the terms set forth in the Joint Stipulation
4 Settlement and Release of Class Action (the "Settlement"). In conformity with California Rules of Court,
5 rule 3.769, with due and adequate notice having been given to Class Members (as defined in the
6 Settlement), and having considered the Settlement, all of the legal authorities and documents submitted in
7 support thereof, all papers filed and proceedings had herein, all oral and written comments received
8 regarding the Settlement, and having reviewed the record in this litigation, and good cause appearing, the
9 Court **GRANTS** final approval of the Settlement and orders and makes the following findings and
10 determinations and enters final judgment as follows:

11 1. All terms used in this order shall have the same meanings given as those terms are used
12 and/or defined in the parties' Settlement Agreement and Plaintiffs' Motion for Order Granting Final
13 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of Jonathan
14 Melmed in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement as **Exhibit**
15 **1** and is made a part of this order.

16 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
17 jurisdiction to approve this Settlement and all exhibits thereto.

18 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
19 Agreement and as follows:

20 *All individuals who are or previously were employed by Defendants in the State of*
21 *California as non-exempt hourly or piece-rate employees who worked at least one shift or*
22 *were terminated between January 22, 2015, through August 20, 2020.*

23 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California
24 Rules of Court, and solely for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of 799 class members exists and a well-defined
26 community of interest exists on the questions of law and fact involved because in the context of the
27 Settlement: **(i)** all related matters, predominate over any individual questions; **(ii)** the claims of the
28 Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating, entering into and

1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 6. The Court is satisfied that CPT Group, Inc., which functioned as the Settlement
4 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
5 California Rule of Court 3.766. The Class Notice informed 803 prospective Class Members of the
6 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
7 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at
8 the Final Approval and Fairness Hearing, and be heard regarding approval of the Settlement. Adequate
9 periods of time to respond and to act were provided by each of these procedures. No Class Members filed
10 written objections to the Settlement as part of this notice process, and no Class Members filed a written
11 statement of intention to appear at the Final Approval and Fairness Hearing, and four individuals—Tanya
12 Einhaus, Sana Fadlalla, Alisa I. Klein, and Joseph E. McClellan—submitted request for exclusion. Those
13 individuals will not be bound by the Settlement and will not receive any portion of the Net Settlement
14 Amount.

15 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
16 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
17 all applicable requirements of the California Code of Civil Procedure, the California and United States
18 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
19 law, and in the best interests of each of the Parties and Class Members.

20 8. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
21 and declares the Settlement Agreement to be binding on all Class Members.

22 9. The Court finds that the Settlement Agreement has been reached as a result of informed
23 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
24 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective
25 positions.

26 10. The Court also finds that the Settlement now will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
28 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the

1 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief
2 for Class Members.

3 11. The Settlement Agreement is not an admission by Defendants, nor is this order a finding
4 of the validity of any allegations or of any wrongdoing by Defendants.

5 12. The Court appoints Plaintiffs David Lachman and Arthur Steiner as Class Representative
6 and finds them to be adequate.

7 13. The Court appoints Jonathan Melmed of Melmed Law Group P.C., and Julian Burns King
8 and Elliot J. Siegel of King & Siegel LLP, as Class Counsel, and finds each of them to be adequate,
9 experienced, and well-versed in class action litigation.

10 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
11 \$1,250,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to each
12 Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
13 Agreement, subject to this order. The Court approves the following allocations, which fall within the
14 ranges stipulated by and through the Settlement Agreement:

15 a. The \$13,500 designated for payment to CPT Group, Inc., the Settlement
16 Administrator, is fair and reasonable. The Court grants final approval of it and orders the Parties
17 to make the payment to the Settlement Administrator in accordance with the Agreement.

18 b. The \$416,250 amount requested by Plaintiff and Class Counsel for the Class
19 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
20 Court grants final approval of, awards, and orders the Class Counsel fees payment to be made in
21 accordance with the Settlement Agreement.

22 c. The Court awards \$20,183.00 in litigation costs, an amount which the Court finds
23 to be reflective of the reasonable costs incurred. The Court grants final approval of, and order the
24 Class Counsel litigation expenses payment in this amount to be made in accordance with the
25 Settlement Agreement.

26 d. The \$15,000 class representative payment requested by Plaintiffs (\$10,000 to
27 Plaintiff David Lachman and \$5,000 to Plaintiff Arthur Steiner) is fair and reasonable. The Court
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1 grants final approval of, and orders the class representative payment to be made in accordance with
2 the Settlement Agreement.

3 e. The Court approves of the \$30,000 allocation assigned for claims under the Labor
4 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$22,500) to be paid to
5 the California Labor and Workforce Development Agency in accordance with the terms of the
6 Settlement Agreement.

7 15. The Court orders the Parties to comply with and carry out all terms and provisions of the
8 Settlement, to the extent that the terms thereunder do not contradict with this order, in which case the
9 provisions of this order shall take precedence and supersede the Settlement.

10 16. Nothing in the Settlement or this order purports to extinguish or waive Defendants' rights
11 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case
12 if the Settlement fails to become final or effective, or in any other case without limitation.

13 17. All Class Members shall be bound by the Settlement and this order, including the release
14 of claims as set forth in the Settlement Agreement.

15 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
16 provided in this order and the Settlement Agreement.

17 19. All checks mail to the Class Members must be cashed within one hundred and twenty (120)
18 days after mailing.

19 20. The Court approved the *cy pres* beneficiary (Family Promise (familypromise.org), a
20 501(c)(3) organization with a mission to help families experiencing homelessness achieve sustained
21 independence), for any uncashed checks, and finds that the *cy pres* beneficiary meets the requirements of
22 Code of Civil Procedure section 384.

23 21. Within 10 days of this order, the Settlement Administrator shall give notice of judgment to
24 Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said
25 order and final judgment on its website.

26 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
27 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of (a) enforcing
28

1 the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
2 judgment matters as may be appropriate under court rules or applicable law.

3 23. Plaintiff shall file with the Court a report regarding the status of distribution within one
4 hundred and twenty (120) days after all funds have been distributed.

5 24. This final judgment is intended to be a final disposition of the above-captioned action in
6 its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes
7 all claims released by the Settlement Agreement against Defendants.

8 25. The Court hereby sets a ~~hearing~~ date of Dec. 7, 2021 at pm/am for a
9 ~~hearing on the~~ final accounting and distribution of the settlement funds to be filed. An
10 amended judgment (proposed) shall also be filed by that
IT IS SO ORDERED. date.

11 Dated: Apr. 1, 2021

12 Carolyn B. Kuhl
13 Hon. Carolyn B. Kuhl
14 Judge of the Superior Court, County of Los Angeles