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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA**

KATELAYN BURT, ELIZABETH  
JARAMILLO, and JOSE NESTER  
MARTINEZ VALDEZ, individually, and on  
behalf of other members of the general public  
similarly situated and other aggrieved  
employees pursuant to the California Private  
Attorneys General Act;

Plaintiffs,

vs.

PREMIER FOOD CONCEPTS, LLC DBA  
LUNA GRILL, a California limited liability  
company; and DOES 1 through 100, inclusive,

Defendants.

VENTURA SUPERIOR COURT

**FILED**

03/30/2023

Brenda L. McCormick  
Executive Officer and Clerk

  
Elizabeth Muller

Case No.: 56-2018-00519112-CU-OE-VTA

Honorable Mark. S. Borrell  
Department 40

**CLASS ACTION**

**~~[REVISED PROPOSED]~~ FINAL  
APPROVAL ORDER AND JUDGMENT**

Date: March 21, 2023  
Time: 8:20 a.m.  
Department: 40

Complaint Filed: October 22, 2018  
FAC Filed: September 14, 2022  
Trial Date: None Set

1 This matter has come before the Honorable Mark. S. Borrell in Department 40 of the above-  
2 entitled Court, located at 800 S. Victoria Avenue, Ventura, California 93009, on Plaintiffs  
3 Katelayn Burt, Jose Nester Martinez Valdez, and Elizabeth Jaramillo's (together, "Plaintiffs")  
4 Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Service  
5 Awards ("Motion for Final Approval"). Lawyers for Justice, PC and Matern Law Group, PC  
6 appeared on behalf of Plaintiffs, and Clark Hill LLP appeared on behalf of Defendants Premier  
7 Food Concepts, LLC dba Luna Grill and Luna Grill, Inc. ("Defendants").

8 On October 26, 2022, the Court entered the Order Granting Preliminary Approval of Class  
9 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement  
10 of the above-entitled action, the action entitled *Jose Nester Martinez Valdez, et al. v. Luna Grill,*  
11 *Inc., et al.*, Orange County Superior Court, Case No. 30-2018-01036069-CU-OE-CXC, and the  
12 action entitled *Elizabeth Jaramillo v. Premier Food Concepts, LLC dba Luna Grill*, San Diego  
13 County Superior Court, Case No. 37-2019-00056621-CU-OE-CTL, (together, the "Actions") in  
14 accordance with the Joint Stipulation and Agreement for Class and Representative Actions  
15 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), which, together  
16 with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Actions.

17 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
18 oral argument, and good cause appearing,

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. All terms used herein shall have the same meaning as defined in the Settlement  
21 Agreement and the Preliminary Approval Order.

22 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
23 proceeding and over all parties to the Actions.

24 3. The Court finds that the applicable requirements of California Code of Civil  
25 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
26 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
27 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
28 hereby defined to include:

1 All current and former hourly or non-exempt employees of Defendants in  
2 California at any time from December 3, 2014 through May 18, 2020 (“Class”  
or “Class Members”).

3 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the  
4 Class Members, fully and accurately informed the Class Members of all material elements of the  
5 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
6 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,  
7 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
8 California, the United States Constitution, due process and other applicable law. The Class Notice  
9 fairly and adequately described the Settlement and provided the Class Members with adequate  
10 instructions and a variety of means to obtain additional information.

11 5. Pursuant to California law, the Court hereby grants final approval of the Settlement  
12 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
13 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
14 investigation conducted by Lawyers *for* Justice, PC and Matern Law Group, PC (together, “Class  
15 Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length  
16 negotiations between the parties; and that the terms of the Settlement are in all respects fair,  
17 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,  
18 including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity  
19 of the claims presented; the likely duration of further litigation; the amount offered in the  
20 Settlement; the extent of investigation and discovery completed; and the experience and views of  
21 Class Counsel. The Court has further considered the absence of objections to the Settlement  
22 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be  
23 affected in accordance with the Settlement Agreement and the following terms and conditions.

24 6. A full opportunity has been afforded to the Class Members to participate in the  
25 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
26 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
27 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and  
28

1 validly opt out of the Settlement (“Settlement Class Member”) are bound by this Final Approval  
2 Order and Judgment.

3 7. The Court finds that one (1) Class Member has timely and validly opted out of the  
4 Settlement and will not be bound by this Final Approval Order and Judgment.

5 8. The Court finds that payment of Administration Expenses in the amount of  
6 \$33,500.00 is appropriate for the services performed and costs incurred and to be incurred for the  
7 notice and settlement administration process. It is hereby ordered that the Settlement  
8 Administrator, CPT Group, Inc., shall issue payment to itself in the amount of \$33,500.00, in  
9 accordance with the terms and methodology set forth in Settlement Agreement.

10 9. The Court finds that Service Awards in the amount of \$7,500.00 to Plaintiff  
11 Katelayn Burt, \$5,000.00 to Plaintiff Jose Nester Martinez Valdez, and \$5,500.00 to Plaintiff  
12 Elizabeth Jaramillo are fair and reasonable for the work performed by Plaintiffs on behalf of the  
13 Class. It is hereby ordered that the Settlement Administrator issue payment in the amount of  
14 \$7,500.00 to Plaintiff Katelayn Burt, \$5,000.00 to Plaintiff Jose Nester Martinez Valdez, and  
15 \$5,500.00 to Plaintiff Elizabeth Jaramillo for their Service Awards, according to the terms and  
16 methodology set forth in the Settlement Agreement.

17 10. The Court finds that the allocation of \$50,000.00 toward penalties under the  
18 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and  
19 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA  
20 Payment as follows: the amount of \$37,500.00 to the California Labor and Workforce  
21 Development Agency, and the amount of \$12,500.00 to be included in the Net Settlement Amount  
22 for distribution to Settlement Class Members, according to the terms and methodology set forth in  
23 the Settlement Agreement.

24 11. The Court finds that attorneys’ fees in the amount of \$487,500.00 to Class Counsel  
25 are fair, reasonable, and appropriate, and are hereby approved. It is hereby ordered that the  
26 Settlement Administrator issue payment in the amount of \$487,500.00 to Class Counsel for  
27 attorneys’ fees, in accordance with the terms and methodology set forth in the Settlement  
28 Agreement, as follows: \$243,750.00 to Lawyers *for* Justice, PC and \$243,750.00 to Matern Law

1 Group, PC.

2 12. The Court finds that reimbursement of litigation costs and expenses in the amount  
3 of \$43,772.75 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
4 Settlement Administrator issue payment in the amount of \$43,772.75 to Class Counsel for  
5 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set  
6 forth in the Settlement Agreement, as follows: \$18,118.67 to Lawyers *for* Justice, PC and  
7 \$25,654.08 to Matern Law Group, PC.

8 13. The Court hereby enters Judgment by which Settlement Class Member shall be  
9 conclusively determined to have given a release of any and all Released Claims against the  
10 Released Parties, as set forth in the Settlement Agreement and Class Notice.

11 14. It is hereby ordered that Defendants shall deposit the Gross Settlement Amount into  
12 an account established by the Settlement Administrator in four installments as follows: (1) First  
13 Installment of \$300,000.00 within thirty (30) days of the Effective Date; (2) Second Installment  
14 of \$300,000.00 no later than one calendar year after the First Installment; (3) Third Installment of  
15 \$500,000.00 paid no later than one calendar year after the Second Installment; and (4) Fourth  
16 Installment of \$500,000.00 paid no later than one calendar year after the Third Installment, in  
17 accordance with the terms and methodology set forth in the Settlement Agreement.

18 15. It is hereby ordered that the Settlement Administrator shall distribute Individual  
19 Settlement Payments to the Settlement Class Members by way of two (2) checks – partial payment  
20 of one-half (1/2) of the Individual Settlement Payment within ten (10) calendar days after  
21 Defendants fund the First Installment and partial payment of the remaining one-half (1/2) of the  
22 Individual Settlement Payment within ten (10) calendar days after Defendants fund the Fourth  
23 Installment, according to the methodology and terms set forth in the Settlement Agreement.

24 Each check issued to a Settlement Class Member for his or her Individual Settlement  
25 Payment shall be valid for a period of one hundred and eighty (180) calendar days from the date  
26 of issuance of the check, and after this time period, the check(s) shall be cancelled. After the 180-  
27 day period, Individual Settlement Payment checks from the First Installment which are not  
28 negotiated within one hundred eighty (180) calendar days will be cancelled and the funds

1 associated with such checks will be included in the second distribution to be paid after the Fourth  
2 Installment. Funds associated with cancelled checks from the Fourth Installment of Individual  
3 Settlement Payments will be donated to Bet Tzedek. Prior to transmitting the funds from uncashed  
4 checks to Bet Tzedek, the Parties shall submit a stipulation and proposed order to the Court  
5 complying with California Code of Civil Procedure section 384's amended provisions as to *cy pres*  
6 beneficiaries.

7 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
8 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
9 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
10 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
11 any dispute arising from or in connection with the distribution of settlement benefits.

12 17. Notice of entry of this Final Approval Order and Judgment shall be given to the  
13 Class Members by posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.'s  
14 website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval  
15 Order and Judgment. Individualized notice is not required.

16  
17 Dated: 3/30/23  
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19 HONORABLE MARK. S. BORRELL  
20 JUDGE OF THE SUPERIOR COURT  
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Superior Court of California  
County of Ventura  
**CIVIL/SMALL CLAIMS**  
P.O. Box 6489  
Ventura, CA 93006-6489

RECEIVED  
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FIRST CLASS



US POSTAGE



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