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Dept. 307

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**LOS ANGELES  
SUPERIOR COURT**

1 VAN VLECK TURNER & ZALLER LLP  
 2 Brian F. Van Vleck, State Bar No. 155250  
 3 Daniel J. Turner, State Bar No. 207654  
 4 Anthony J. Zaller, State Bar No. 224844  
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6 Attorneys for Defendant  
 7 Maria's Holding Corporation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

10 YANIV GRINBERG, ANTHONY ASTORINO, )  
 11 and CORY MILES, on behalf of themselves and )  
 12 other similarly situated, )

13 Plaintiffs,  
 14 vs.

15 MARIA'S HOLDING CORPORATION dba )  
 16 MARIA'S ITALIAN KITCHEN, a California, )  
 Corporation, and DOES 1 to 50, inclusive, )

17 Defendant. )  
 18 )  
 19 )  
 20 )  
 21 )

Lead Case No. BC445579  
 Related to Case Nos.: BC460618; BC464310;  
 and BC 484504

Assigned for All Purposes to the  
 Honorable William F. Highberger  
 Dept: 307

CLASS ACTION

~~PROPOSED~~ FINAL JUDGMENT

**FAX FILE**

Action Filed: September 15, 2010  
 Trial Date: None Set

~~PROPOSED~~ FINAL JUDGMENT

1 This matter came for hearing on August 8, 2012 at 8:30 a.m. The Court has considered the  
2 Settlement Agreement of Class Action and Release ("Settlement Agreement" or "Agreement") in  
3 the above-referenced Action, the record in the Action and the arguments and authorities of counsel  
4 and of the objectors.

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

6 1. The Court, for purposes of this Judgment, Final Order and Decree (the "Judgment") adopts  
7 the terms and conditions set forth in the Settlement Agreement.

8 2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to  
9 the Action and members of the Settlement Class. The Parties to this Action are Plaintiffs Yaniv  
10 Grinberg, Anthony Astorino, and Cory Miles ("Plaintiffs") and Maria's Holding Corporation, Inc.,  
11 dba Maria's Italian Kitchen ("Defendant").

12 3. The Court finds that the notice to the Class of this settlement pursuant to the Order Granting  
13 Preliminary Approval of Settlement; Approving Form of Notice to the Class; and Setting Final  
14 Hearing ("Preliminary Approval Order"): (i) constituted the best practicable notice;  
15 (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class  
16 Members of the pendency of the Action, their right to object to or exclude themselves from the  
17 proposed Agreement and their right to appear at the Final Approval Hearing; (iii) was reasonable  
18 and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)  
19 met all applicable requirements of the California Code of Civil Procedure, the California and  
20 United States Constitutions (including the Due Process Clause), the California Rules of Court and  
21 any other applicable law.

22 4. The Court hereby grants final approval of the Settlement Agreement upon the terms and  
23 conditions set forth in the Settlement Agreement. The Court finds that the terms of the Settlement  
24 Agreement are fair, reasonable, and adequate pursuant to California Code of Civil Procedure  
25 Section 382. In granting final approval of the Settlement Agreement, the Court has considered all  
26 the factors identified in Dunk v. Ford Motor Company, 48 Cal. App. 4th 1794 (1996), as approved  
27 in Wershba v. Apple Computer, Inc., 91 Cal. App. 4th 224 (2001) and In re Microsoft IV Cases,  
28 135 Cal. App. 4th 706 (2006). The Court finds that the Settlement Agreement has been reached as

~~CONFIDENTIAL~~ FINAL JUDGMENT

1 a result of non-collusive, arm-length negotiations. The Court further finds that the Parties have  
2 conducted thorough investigation and research, and the attorneys for the Parties were able to  
3 reasonably evaluate their respective positions. The Court also finds that settlement at this time will  
4 avoid substantial costs, as well as avoid the delay and risks that would be presented by further  
5 prosecution of this Action. The Court has reviewed the monetary recovery being granted as part of  
6 the Settlement Agreement and recognizes the value accruing to the Settlement Class Members.  
7 The Court also finds that the response of the Class Members weighs in favor of approval.  
8 Accordingly, the Settlement Agreement is in compliance with all the applicable requirements of the  
9 California Code of Civil Procedure, the California and United States Constitutions (including the  
10 Due Process Clause), the California Rules of Court and any and all other applicable laws, and is in  
11 the best interest of each of the Parties and the Settlement Class Members.

12 5. The Court overruled the objection of Hunter Stratton as the discovery provided by the  
13 Parties revealed that there was a sufficient basis from which to make an informed compromise of  
14 the disputed claims. In addition, the Court overruled the objection of Michael Vincze as his  
15 objection was untimely and he failed to offer any justification for his late-filed objection.

16 6. The Court hereby certifies the Settlement Class for settlement purposes only as:

17 All persons who are currently, or did formerly perform work as a Delivery  
18 Driver as both an employee and/or an independent contractor for  
19 Defendant at any of its restaurant locations in the State of California from  
20 September 15, 2006 through November 4, 2011 and who did not sign a  
21 release of claims relating to their work with Defendant.

22 7. In certifying the Class for settlement purposes only, the Court now finds and concludes that:

- 23 (a) The members of the Class are so numerous that joinder of all Class Members in the  
24 Action is impracticable;
- 25 (b) There are questions of law and fact common to the Class which, as to the settlement and  
26 related matters, predominate over any individual questions;
- 27 (c) The claims of Plaintiffs/Class Representatives are typical of the Class Members' claims;
- 28 (d) Plaintiffs/Class Representatives and Class Counsel can and have fairly and adequately

1 represented and protected the interests of Class Members; and  
2 (e) A class action has been superior to other available methods of fair and efficient  
3 adjudication of the controversy.

4 8. The distribution of the Notice Packet directed to Class Members as set forth in the  
5 Settlement Agreement has been completed in conformity with the Preliminary Approval Order.  
6 The Notice Packet provided due and adequate notice of the proceedings and of the matters set forth  
7 therein, including the proposed settlement terms as set forth in the Settlement Agreement, to all  
8 persons entitled to such Notice. The Notice fully satisfied the requirements of due process, having  
9 been sent to all Class Members who could be identified through reasonable effort, and was the best  
10 notice practicable under the circumstances.

11 9. The Action (including all individuals claims and Class claims presented thereby) is  
12 dismissed on the merits with prejudice and without costs to any party (except as otherwise provided  
13 in the Settlement Agreement).

14 10. The terms of the Settlement Agreement and this Final Judgment are binding on Plaintiffs  
15 and all other Class Members, as well as their heirs, executors, administrators, successors, assigns,  
16 and those terms shall have *res judicata*, *collateral estoppel*, and all other preclusive effect in all  
17 pending and future claims, lawsuits or other proceedings, including all forms of alternative dispute  
18 resolution, maintained by or on behalf of any such persons, to the extent those claims, lawsuits or  
19 other proceedings involve matters that were raised in this Action, reasonably arise out of the facts  
20 alleged in this Action, or are otherwise encompassed by the Release (Section VII) or the Released  
21 Claims as set forth in the Settlement Agreement.

22 11. As of the date of this Final Judgment, Plaintiffs and each Class Member who has not validly  
23 excluded himself from the Class pursuant to the Preliminary Approval Order and the Settlement  
24 Agreement shall be deemed to have, and by operation of the Judgment shall have fully, finally and  
25 forever released relinquished and discharged all Released Claims against the Defendant and the  
26 Releasees as those terms are defined in the Settlement Agreement. In connection with the Release  
27 Claims, each Class Member shall be deemed as of the date of the Final Judgment to have waived  
28 any and all provisions, rights, and benefits conferred by California Code of Civil Procedure Section

1 1542 and any statute, rule, and legal doctrine similar, comparable, or equivalent to California Code  
2 of Civil Procedure Section 1542 as to the Released Claims. As of the date of Final Judgment, each  
3 Class Member shall be deemed to have expressly waived and fully, finally and forever shall settle  
4 any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect  
5 to the Released Claims, as defined in the Settlement Agreement, whether or not concealed or  
6 hidden, without regard to subsequent discovery or existence of different or additional facts.

7 12. Plaintiffs and all Class Members and any person or entity acting on their behalf, are  
8 permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in,  
9 participating in (as class members or otherwise), or receiving any benefits or other relief from any  
10 other lawsuit, in any state or federal court, arbitration, or administrative, regulatory, or other  
11 proceeding or order in any jurisdiction based on any claim released in the Release or encompassed  
12 by the Released Claims; and/or (ii) organizing such non-excluded Class Members into a separate  
13 class for the purpose of pursuing as a purported class or representative action (including by seeking  
14 to amend a pending complaint to include allegations, or by seeking class certification in a pending  
15 action) any lawsuit based on any claim released in the Release or encompassed by the Released  
16 Claims.

17 13. The Court hereby grants Plaintiffs' Attorneys' request for an award of reasonable attorneys'  
18 fees in the amount of \$115,500.00. The Court further grants Plaintiffs' Attorneys' request for  
19 reimbursement of Plaintiffs' expenses in the amount of \$2,554.95. Plaintiffs' Attorneys' request  
20 for an award of reasonable attorneys' fees and costs is justified in light of the fact that:  
21 (1) Plaintiff's attorneys vigorously prosecuted this case and achieved a favorable result for the  
22 Class; (2) the legal and factual issues in this matter were complex; and (3) Defendant does not  
23 oppose the request. The attorneys' fees and costs shall be paid in accordance with the terms of the  
24 Settlement Agreement.

25 14. The Court hereby grants the request for Class Representatives enhancements of \$5,000  
26 payable to Yaniv Grinberg, Anthony Astornio, and Corey Miles. This request is justified in light of  
27 the fact that: (1) Plaintiffs spent numerous hours conferring with Plaintiffs' attorneys, reviewing  
28 documents and gathering evidence; (2) Plaintiffs' efforts resulted in a favorable result for the Class;

1 and (3) Defendant does not oppose the request. The Class Representative enhancement will be  
2 paid to Yaniv Grinberg, Anthony Astornio, and Corey Miles in accordance with the Settlement  
3 Agreement.

4 15. The Court hereby directs payment to the Settlement Administrator, Simpluris, in the amount  
5 of \$8,500.00 for the costs and expenses of claims administration. This amount is to be paid from  
6 the settlement funds in accordance with the terms of the Settlement Agreement. The Court finds  
7 that the Settlement Administrator discharged its obligations as Settlement Administrator under the  
8 terms of the Settlement Agreement.

9 16. The Court hereby orders that Class Members who did not timely exclude themselves from  
10 the settlement as set forth in the Settlement Agreement have released those claims against  
11 Defendant and the other Releasees as set forth in the Settlement Agreement.

12 17. The Court hereby orders that Class Members who did not timely object to the settlement set  
13 forth in the Settlement Agreement are barred from prosecuting or pursuing any appeal of the  
14 Court's Final Judgment granting final approval to the Agreement.

15 18. Without affecting the finality of the Final Judgment, the Court shall retain continuing  
16 jurisdiction over the Action and the Parties and the Class, and the administration and enforcement  
17 of the Settlement Agreement. Any disputes or controversies arising with respect to the  
18 interpretation, consummation, enforcement, or implementation of the Settlement Agreement shall  
19 be presented by Motion to the Court; provided, however, that nothing in this paragraph shall  
20 restrict the ability of the Parties to exercise their rights under paragraphs 1-17, above.

21 19. The Settlement Agreement, including the definitions applicable to the Settlement  
22 Agreement, is incorporated by reference into this Final Judgment.

23 20. The Parties agree in good faith to undertake any necessary actions to affect the Final  
24 Judgment.

25 21. There being no just reason to delay, the Clerk is directed to enter this Final Judgment  
26 forthwith.

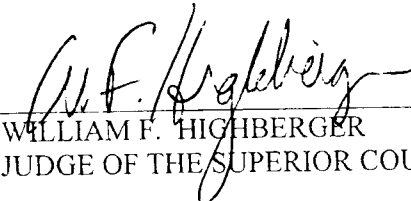
27 *Signature follows on next page*

28 ~~PROPOSED~~ FINAL JUDGMENT

1 IT IS SO ORDERED

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DATED: 9/13/12

  
WILLIAM F. HIGHBERGER  
JUDGE OF THE SUPERIOR COURT

\_\_\_\_\_  
[PROPOSED] FINAL JUDGMENT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

3 I, the undersigned, declare that I am employed in the aforesaid County, State of California. I am over the  
4 age of 18 and not a party to the within action. My business address is 6310 San Vicente Boulevard, Suite 430,  
5 Los Angeles, California 90048. On August 27, 2012, I served upon the interested party(ies) in this action the  
6 following document described as: **[PROPOSED] FINAL JUDGMENT**

7 Eli M. Kantor  
8 Attorney at Law  
9 9595 Wilshire Boulevard  
10 Suite 405  
11 Beverly Hills, CA 90212-2512

George Hakim, Esq.  
HAKIM ATTORNEYS P.C.  
3255 Wilshire Boulevard, Suite 606  
Los Angeles, CA 90010

12 Stanley D. Saltzman, Esq.  
13 Marcus J. Bradley, Esq.  
14 Alan S. Lazar, Esq.  
15 Kiley L. Grombacher, Esq.  
16 Marlin & Saltzman, LLP  
17 29229 Canwood Street, Suite 208  
18 Agoura Hills, CA 91301

Geoffrey L. Taylor, Esq.  
P.O. Box 85  
Malibu, CA 90265

19 By the following methods:

20  [BY MAIL] By placing such envelope(s) with postage thereon fully prepaid into Van Vleck Turner &  
21 Zaller, LLP's interoffice mail for collection and mailing pursuant to ordinary business practice. I am  
22 familiar with the office practice of Van Vleck Turner & Zaller, LLP for collecting and processing mail  
23 with the United States Postal Service, which practice is that when mail is deposited with the Van Vleck  
24 Turner & Zaller, LLP personnel responsible for depositing mail with the United States Postal Service,  
25 such mail is deposited that same day in a post box, mailbox, sub-post office, substation, mail chute, or  
26 other like facility regularly maintained by the United States Postal Service in Los Angeles, California.

27  [BY E-MAIL] I hereby certify that this document was served from Los Angeles, California by e-mail  
28 delivery on the party(ies) listed herein at their most recent known e-mail address(es) or e-mail  
address(es) of record in this action.

[BY OVERNIGHT COURIER] By placing such sealed envelope(s) into the Norco Delivery Services'  
box located at 6399 Wilshire Boulevard, Los Angeles, CA 90048.

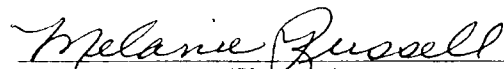
[BY HAND DELIVERY -- FIRST LEGAL] I, the undersigned, declare that I am employed in the  
aforesaid County, State of California. I am over the age of 18 and not a party to the within action. My  
business address is 1511 West Beverly Blvd., Los Angeles, CA 90026. I personally delivered a true and  
correct copy of the document described above in a sealed envelope(s) to the address stated above.

[STATE] I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct.

[FEDERAL] I declare that I am employed in the office of a member of the Bar of or permitted to practice  
before this Court at whose direction this service was made.

Executed on August 27, 2012, at Los Angeles, California.

26 Melanie Russell  
27 (Type or print name)

  
28 (Signature)



1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES.

3 I, the undersigned, declare that I am employed in the aforesaid County, State of California. I am over the  
4 age of 18 and not a party to the within action. My business address is 6310 San Vicente Boulevard, Suite 430,  
5 Los Angeles, California 90048. On September 18, 2012, I served upon the interested party(ies) in this action the  
6 following document described as: **FINAL JUDGMENT**

7 Eli M. Kantor  
8 Attorney at Law  
9 9595 Wilshire Boulevard  
10 Suite 405  
11 Beverly Hills, CA 90212-2512

George Hakim, Esq.  
HAKIM ATTORNEYS P.C.  
3255 Wilshire Boulevard, Suite 606  
Los Angeles, CA 90010

12 Stanley D. Saltzman, Esq.  
13 Marcus J. Bradley, Esq.  
14 Alan S. Lazar, Esq.  
15 Kiley L. Grombacher, Esq.  
16 Marlin & Saltzman, LLP  
17 29229 Canwood Street, Suite 208  
18 Agoura Hills, CA 91301

Geoffrey L. Taylor, Esq.  
P.O. Box 85  
Malibu, CA 90265

19 By the following methods:

20  [BY MAIL] By placing such envelope(s) with postage thereon fully prepaid into Van Vleck Turner &  
21 Zaller, LLP's interoffice mail for collection and mailing pursuant to ordinary business practice. I am  
22 familiar with the office practice of Van Vleck Turner & Zaller, LLP for collecting and processing mail  
23 with the United States Postal Service, which practice is that when mail is deposited with the Van Vleck  
24 Turner & Zaller, LLP personnel responsible for depositing mail with the United States Postal Service,  
25 such mail is deposited that same day in a post box, mailbox, sub-post office, substation, mail chute, or  
26 other like facility regularly maintained by the United States Postal Service in Los Angeles, California.

27  [BY E-MAIL] I hereby certify that this document was served from Los Angeles, California by e-mail  
28 delivery on the party(ies) listed herein at their most recent known e-mail address(es) or e-mail  
address(es) of record in this action.

[BY OVERNIGHT COURIER] By placing such sealed envelope(s) into the Norco Delivery Services'  
box located at 6399 Wilshire Boulevard, Los Angeles, CA 90048.

[BY HAND DELIVERY – FIRST LEGAL] I, the undersigned, declare that I am employed in the  
aforesaid County, State of California. I am over the age of 18 and not a party to the within action. My  
business address is 1511 West Beverly Blvd., Los Angeles, CA 90026. I personally delivered a true and  
correct copy of the document described above in a sealed envelope(s) to the address stated above.

[STATE] I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct.

[FEDERAL] I declare that I am employed in the office of a member of the Bar of or permitted to practice  
before this Court at whose direction this service was made.

Executed on September 18, 2012, at Los Angeles, California.

26 \_\_\_\_\_  
Melanie Russell  
(Type or print name)

\_\_\_\_\_  
*Melanie Russell*  
(Signature)