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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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COUNTY OF LOS ANGELES, CENTRAL DISTRICT

15 CLAUDIA GRANCIANO, individually and
on behalf of all others similarly situated,

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Plaintiff,

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v.

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19 SOUTHWIND FOODS, LLC, a California
Limited Liability Company; STAFFPOINT,
20 LLC, a California Limited Liability Company;
and DOES 1-50, inclusive,

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Defendants.

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Case No. BC538900

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS'
FEES, COSTS, AND SERVICE AWARDS
AND FINAL JUDGMENT**

Date: November 27, 2018
Time: 10:00 A.M.
Dept.: 14 (Spring Street Courthouse)

*Assigned for All Purposes to:
Hon. Kenneth R. Freeman,
Dept. 14 (Spring Street)*

Action Filed: March 11, 2014
Trial Date: None
Five Year Statute: March 11, 2020

1 The Motions for Final Approval of Class Action Settlement and Attorneys' Fees, Costs,
2 and Service Awards ("Motions") filed by Plaintiffs Claudia Granciano and Ricardo Contreras
3 (collectively, "Plaintiffs"), by and through their counsel of record Boucher LLP and Law Offices
4 of Sahag Majarian II ("Class Counsel") came on for hearing before this Court on November 27,
5 2018, at 10:00 A.M., in Department 14 of the Los Angeles Superior Court, located at the Spring
6 Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. Due and adequate
7 notice was given to the Class, as defined below, of this hearing.

8 The Court, having considered all of the arguments raised by Class Counsel in support of
9 the Motions, HEREBY ORDERS THE FOLLOWING:

10 1. The Court maintains jurisdiction over this Action and all members of the
11 "Settlement Class" defined as follows:

12 All current and former non-exempt employees employed by
13 Southwind Foods, LLC, Staffpoint, LLC, and/or Alliance
14 Professional Business Solutions, Inc. who worked in any of
15 Southwind Foods, LLC's facilities located in California at any time
16 during the Class Period (March 11, 2010 through May 1, 2016).

17 2. The Court also maintains jurisdiction over the following FLSA Settlement Class
18 defined as follows:

19 All Class Members who opt-in to a FLSA subclass pursuant to 29
20 U.S.C. § 216(b) ("FLSA Subclass").

21 3. The term "Stipulation" shall refer to the Amended Stipulation Regarding Class
22 Action Settlement and Release submitted by Plaintiffs in support of the Motions, and all terms
23 used herein shall have the same meaning as the terms defined in the Stipulation unless otherwise
24 stated in this Order.

25 4. The Court grants final approval of the terms of the Stipulation because it meets the
26 criteria for final settlement approval. The settlement described in the Stipulation falls within the
27 range of possible approval and is fair, adequate, and reasonable. It results from an arm's length
28 and informed negotiation by counsel for the Parties. It treats all members of the Class fairly.

5. Notice by First Class U.S. Mail of the Notice Packets, consisting of the Court-
approved Class Notice constituted the best practicable notice to all Class Members in the

1 settlement, as set forth in the Stipulation, under the circumstances and fully complied with due
2 process requirements under the law of the State of California and other applicable laws. Based on
3 the evidence submitted in conjunction with the Motions, the Court determines that this direct
4 mailing Notice to the Class was adequate. The Notice informed members of the Class of the terms
5 of the settlement, their right to a share of the settlement proceedings, their right to request
6 exclusion from the settlement, and their right to object to settlement terms as well as their right to
7 appear in person or by counsel at the Final Approval hearing and to be heard. Adequate and
8 sufficient periods of time were provided for each of these procedures.

9 6. A full opportunity was afforded to Class Members to participate in the Final
10 Approval hearing. No member of the Class requested exclusion from, nor objected to, the
11 Stipulation or any settlement terms.

12 7. The Court finds, for settlement purposes only, that the Class and opt-in FLSA
13 Subclass (collectively, "Class") satisfy the applicable standards for certification under California
14 Code of Civil Procedure section 382, and incorporates by reference herein all reasons set forth in
15 the Court's Preliminary Approval Order for granting final approval to certify the Class and FLSA
16 Subclass as defined above.

17 8. The Court approves the settlement, and each of the releases and other terms set
18 forth in the Stipulation as fair, reasonable, and adequate as to all Class Members, the Plaintiffs,
19 and Defendants and Cross-Defendant. Plaintiffs, Defendants, Cross-Defendant, and the Settlement
20 Administrator are directed to perform all required actions in accordance with the terms set forth in
21 the Stipulation.

22 9. In accordance with the parameters of the Stipulation, all of the claims asserted in
23 this Action are dismissed with prejudice as to Plaintiffs and Class Members. By this Judgment,
24 Plaintiffs hereby release Defendants, Cross-Defendant, and the Released Parties, as defined in the
25 Stipulation, from the Plaintiffs' Released Claims, as defined in the Stipulation. By this Judgment,
26 all Class Members other than Plaintiffs hereby release Defendants, Cross-Defendant, and the
27 Released Parties, as defined in the Stipulation, from the Plaintiffs' Released Claims, as defined in
28 the Stipulation. Additionally, any Settlement Class Member who timely cashes his or her

1 Individual Settlement Payment check, including either of the Plaintiffs, will thereby be deemed to
2 have opted into the action for purposes of the FLSA claim asserted in the TAC under 29 U.S.C. §§
3 201, et seq., and waived and released any claims such Settlement Class Members may have under
4 the FLSA only as related to the Released Claims.

5 10. The Action is dismissed on the merits and with prejudice, permanently barring the
6 Class Members from prosecuting any Released Claims. The Court reserves and retains exclusive
7 and continuing jurisdiction over the above captioned matter, Plaintiffs, Class Members, and
8 Defendants for the purpose of supervising the implementation, effectuation, enforcement,
9 construction, administration, and interpretation of the Stipulation and this Judgment.

10 11. The Court determines that the plan of allocation for payment of the Net Settlement
11 Fund as set forth in the Stipulation is fair and reasonable and that distribution of the Net
12 Settlement Fund to Class Members shall be done in accordance with the terms outlined in the
13 Class Notice and Stipulation.

14 12. Plaintiffs Claudia Granciano and Ricardo Contreras are hereby appointed Class
15 Representatives for purposes of settlement.

16 13. Raymond P. Boucher, Shehnaz M. Bhujwala, and Neil M. Larsen of Boucher, LLP,
17 and Sahag Majarian II of Law Offices of Sahag Majarian II, are appointed as Class Counsel for the
18 Class for purposes of settlement.

19 14. The Settlement Administrator, Simpluris, Inc., shall pay from the Gross Settlement
20 Fund: (i) the Settlement Administrator's fees for its services; (ii) the PAGA Penalty Payment to
21 the California Labor Workforce Development Agency ("LWDA"); and (iii) the Service Payment
22 to the Class Representatives to reimburse them for their valuable services to the Settlement Class.

23 15. The Court hereby approves the payment of settlement administration costs in the
24 amount of \$14,500 to Simpluris, Inc. for notice and settlement administration services rendered in
25 this matter.

26 16. The Court hereby approves the payment of \$7,500 from the Gross Settlement Fund
27 to the LWDA.

28 17. The Court also approves a Class Representative Service Award to each Plaintiff

1 and Class Representative in the amount of \$10,000, payable from the Gross Settlement Fund, in
2 recognition of their service to the Class in initiating and maintaining this litigation and the risks
3 undertaken for the benefit of the Class.

4 18. The Court hereby awards to Class Counsel the amount of \$249,975 for attorneys'
5 fees. Based upon Plaintiffs' Fees Motion, the Court determines that the requested legal fees are
6 supported by the lodestar cross-check conducted by the Court and based upon the detailed
7 summaries regarding the work performed and that was submitted by Class Counsel in their
8 supporting declarations. Additionally, the Court determines that application of a 1.05 multiplier is
9 reasonable and justified under the circumstances of this case and in light of the good result
10 attained by Class Counsel for the Class Members.

11 19. The Court hereby awards to Class Counsel the amount of \$26,000 for
12 reimbursement of reasonable, advanced litigation costs incurred by them in this Action. The Court
13 recognizes that Class Counsel's litigation costs actually exceeded the requested amount, possibly
14 due to their advancement of costs incurred for necessary data processing of Defendants' data
15 relating to the Class List, but that Class Counsel is limited to reimbursement of \$26,000 under the
16 terms of the settlement.

17 20. The Court finds that the payments to the Settlement Administrator, LWDA, the
18 Class Representatives, and Class Counsel are fair and reasonable. The Settlement Administrator is
19 directed to make the foregoing payments in accordance with the terms of the Stipulation.

20 21. All Defendants and Cross-Defendant are directed to fund the Gross Settlement
21 Fund in the amounts specified in the Stipulation, as also set forth herein, within 15 days of this
22 Order (the "Effective Date"):

23 a. \$623,500 by Southwind Foods, LLC, plus an additional amount for
24 Defendants' employer-side payroll obligations;

25 b. \$50,000 by Travelers Casualty and Surety Company of America on behalf
26 of Southwind Foods, LLC;

27 c. \$50,000 by Defendant Alliance Professional Business Solutions, Inc.

28 d. \$25,000 by Cross-Defendant Ashwin Syal;

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e. \$1,500 by Staffpoint, LLC

22. No Class Member has requested exclusion from the Settlement. Accordingly, after Defendants and Cross-Defendants fund the Gross Settlement Fund and the Settlement Administrator makes payments therefrom for the Court’s awards of attorneys’ fees, litigation costs, settlement administration costs, and service awards, as well as the payment to the LWDA for its portion of the PAGA Allocation, the Net Settlement Fund, consisting of funds to be used to pay all Class Members, is \$432,025.

23. Plaintiffs shall provide the Court with a Final Accounting report, detailing the payments made and the amount of any unclaimed funds sent to the Department of Industrial Relations’ Unclaimed Wages Fund together with Class Member information following the 180 day check void period, and by no later than July 30, 2019. The report must be supported by a declaration from the Settlement Administrator. The Court may in its discretion set a conference to discuss the accounting following receipt of this report.

IT IS SO ORDERED.

DATED: _____, 2018

HON. KENNETH R. FREEMAN

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

On October 26, 2018, I served true copies of the following document(s) described as **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTIONS FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS AND FINAL JUDGMENT** on the interested parties in this action as follows:

BY ELECTRONIC SERVICE: Pursuant to the Court Order Authorizing Electronic Service entered in this case, I provided the document(s) listed above electronically on the CASE ANYWHERE Website to the parties on the Service List maintained on the CASE ANYWHERE Website for this case. Case Anywhere is the on-line e-service provider designated in this case.

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

Executed on October 26, 2018, at Woodland Hills, California.


Tricia Yue