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Superior Court of California
County of Los Angeles

AUG 10 2022

Sherri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BRITTNEY KRASTS STOLPE, an) Case No. BC627575
individual, individually, and)
on behalf of others similarly)
situated,)
Plaintiff,)

vs.)

JUDGMENT

CAPO, LP, a California limited)
partnership doing business as)
Capo Restaurant; CAPO, LLC, a)
California limited liability)
company doing business as Capo)
Restaurant; FOODCO WEST, LLC, a)
California limited liability)
company; BRUCE MARDER, an)
individual; and DOES 1 through)
100, inclusive,)
Defendants.)

The Court finds as follows:

1 A. The Court granted preliminary approval of the Further
2 Revised Class Action Settlement Agreement filed March 28, 2022
3 ("Settlement Agreement") and certified a provisional settlement
4 class on April 19, 2022.

5 B. The Court granted final approval of the Settlement
6 Agreement on August 9, 2022, certified the settlement class with
7 no opt-outs, and found that the Settlement Agreement was fair,
8 adequate and reasonable.

9 C. The Court defined the following:
10

11 "Class Members": all current or former employees who
12 worked as servers or bartenders at Capo restaurant from July 19,
13 2012, four years before the date of filing of the Action,
14 through the Preliminary Approval date. Excluded from Class
15 Membership is the individual defendant and his spouses.

16 "Settlement Class": Class Members who do not request
17 exclusion from the Class, and thus means the collective group of
18 all the Class Members who will become bound by the Final
19 Judgment if the Effective Date occurs.

20 "Participating Class Member": Class Member who has not
21 submitted a valid and timely Request to Opt Out.

22 "Non-Participating Class Member": Class Member who submits
23 a valid and timely Request to Opt Out.
24
25

1 "Aggrieved Employees": all current or former employees who
2 worked as servers or bartenders at Capo restaurant from April
3 22, 2015 (one year prior to the LWDA Exhaustion Letter) through
4 the Preliminary Approval date.

5 IT IS ORDERED, ADJUDGED AND DECREED as follows:

6 1. Plaintiff Brittney Krasts Stolpe, an individual,
7 individually, and on behalf of others similarly situated, shall
8 take from Defendants Capo, LP, a California limited partnership
9 doing business as Capo Restaurant; Capo, LLC, a California
10 limited liability company doing business as Capo Restaurant;
11 Foodco West, LLC, a California limited liability company; Bruce
12 Marder, an individual, as set forth in the Parties' Settlement
13 Agreement and the Court's Approval Order entered August 9, 2022.

14 2. Defendants must pay Plaintiffs the Gross Settlement
15 Amount of ("GSA") \$125,000. The Net Settlement Amount ("Net")
16 (\$67,750) is the GSA minus the following:

17 a. \$37,500 (1/3) for attorney fees to Class Counsel,
18 George A. Shohet and Jill Piano;

19 b. \$5,695.34 for litigation costs to Class Counsel;

20 c. \$5,000 for a service award to Brittney Krasts
21 Stolpe and Brian Everingham, the class representatives (\$2,500
22 each x 2);

23 d. \$3,500 for settlement administration costs to
24 ILYM Group, Inc.; and
25

1 e. \$3,750 (75% of \$5,000 PAGA penalty) to the LWDA.

2 3. In addition to the GSA, Defendant must pay the
3 employer share of payroll taxes due and payable on Class
4 Settlement.

5 4. Release of Claims for Class Members: Upon final
6 approval of this Settlement by the Court, and after Defendants
7 deposit all of the Gross Settlement Funds with the Settlement
8 Administrator, the Named Plaintiff and each Participating Class
9 Member will fully release and discharge Defendants and each of
10 their past and present subsidiaries, parents, successors,
11 predecessors, officers, directors, agents, employees, and
12 stockholders from any and all claims and causes of action that
13 arose during the Class Period and are based on the facts
14 asserted in the operative Complaint, including, but not limited
15 to, those under the Labor Code, Business & Professions Code,
16 common law and federal, state or local wage and hour laws,
17 including claims for failure to pay overtime compensation,
18 failure to pay all regular wages, failure to pay minimum wages,
19 failure to pay all wages due, unpaid tips, failure to allow and
20 pay for meal periods, failure to allow and pay for rest periods,
21 waiting time penalties, failure to provide accurate itemized
22 wage statements, statutory and civil penalties, liquidated
23 damages, and punitive damages. However, no claims under the Fair
24 Labor Standards Act, 29 U.S.C. § 201, et seq., are released by
25

1 members of the Settlement Class, except by the Named Plaintiff
2 and Class Member Everingham. For the sake of clarity, the Class
3 Member release period shall be from July 19, 2012 through the
4 Preliminary Approval date. (§H.1)

5 5. Release of Claims Under PAGA: Upon final approval of
6 this Settlement by the Court, and after Defendants deposit all
7 of the Gross Settlement Funds with the Settlement Administrator,
8 the Named Plaintiff and Class Member Everingham, on behalf of
9 themselves, each Aggrieved Employee, and the State of California
10 will fully release and discharge Defendants and each of their
11 past and present subsidiaries, parents, successors,
12 predecessors, officers, directors, agents, employees, and
13 stockholders from any and all claims, rights, demands,
14 liabilities, and causes of action of every nature and
15 description, under PAGA, which were alleged or which could have
16 been alleged based on the facts asserted in the operative
17 complaint in the Action or the operative administrative
18 exhaustion letter filed with the Labor and Workforce Development
19 Agency that accrued during the release period. For the sake of
20 clarity, the Aggrieved Employee release period shall be from
21 April 22, 2015 through the Preliminary Approval date. (§H.2)

22 Named Plaintiff Brittney Krasts Stolpe and Class Member
23 Brian Everingham will additionally provide a general release and
24 §1542 waiver. (§H.3)
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