

Carpenter v. Paige Hospitality Grp., LLC

United States District Court for the Southern District of New York

June 2, 2015, Decided; June 2, 2015, Filed

13 Civ. 4009 (GBD)

Reporter

2015 U.S. Dist. LEXIS 82771

JOANNE CARPENTER, AIXA MERCADO, and CHELSEA MOORE, on behalf of themselves and all others similarly situated, Plaintiffs, -against- PAIGE HOSPITALITY GROUP, LLC, FONDUE 26, LLC, PARK AVENUEA, LLC, MATTHEW SHENDELL and DENNIS BOGART, Defendants.

Core Terms

Settlement, final order, approves, awards, substantially identical, terms of the settlement, petition for review, appellate decision, set forth, individuals, affirmance, certifies, purposes, Parties, costs, meets, days

Counsel: [*1] For Alycia Carrillo, on behalf of herself and all others similarly situated, Aixa Mercado, Chelsea Moore, Joanne Carpenter, Plaintiffs: Brian Scott Schaffer, Eric Joshua Gitig, Fitapelli & Schaffer, LLP, New York, NY.

Amanda Bilger, Plaintiff, Pro se.

Amanda Molnar, Plaintiff, Pro se.

Melissa Kramer, Plaintiff, Pro se.

Michele Lee, Plaintiff, Pro se.

Paulina Grochala, Plaintiff, Pro se.

Leah Roth, Plaintiff, Pro se.

Seonaid Barngrover, Plaintiff, Pro se.

Brooke Cassidy, Plaintiff, Pro se.

Eduardo Nerio Pavione, Plaintiff, Pro se.

Taylor Tindall, Plaintiff, Pro se.

Kel-Ann Hsieh, Plaintiff, Pro se.

Adriana Strol, Plaintiff, Pro se.

Sara Ellel, Plaintiff, Pro se.

For Ashlynn Alexander, Stephanie Davis, Kathleen Hofmann, Andrew Gallagher, Analine Ignacio, Latoya Olson, Deondra Gonsalves, Allison Duehr, Erin Hutchins, Vanessa Jenson, Nerissa McClung, Stephanie Watkins, Alexis Miller, Plaintiffs: Eric Joshua Gitig, Fitapelli & Schaffer, LLP, New York, NY.

Danielle Knutson, Plaintiff, Pro se.

Rebecca Ballenger, Plaintiff, Pro se.

Jaydee Bower, Plaintiff, Pro se.

Laura Bridges, Plaintiff, Pro se.

Elizabeth Porto, Plaintiff, Pro se.

Jose Colon, Plaintiff, Pro se.

Hailey Pollitzer, Plaintiff, Pro se.

Ashley Cannady, [*2] Plaintiff, Pro se.

Sharlane Conner, Plaintiff, Pro se.

Natasha Bakir, Plaintiff, Pro se.

Sean Kleier, Plaintiff, Pro se.

Kate Wilkinson, Plaintiff, Pro se.

Nicole Mainwaring, Plaintiff, Pro se.

Sabrina Bradley, Plaintiff, Pro se.

Bridgit Boulahanis, Plaintiff, Pro se.

Elisabeth Perez, Plaintiff, Pro se.

Gemielyn Santiago, Plaintiff, Pro se.

Kelly Cassidy, Plaintiff, Pro se.

Kelly Escaravage, Plaintiff, Pro se.

Amy Jo Colon, Plaintiff, Pro se.

Rebecca Ober, Plaintiff, Pro se.

Victoria Wales, Plaintiff, Pro se.

Alice Kremelberg, Plaintiff, Pro se.

Jay Bavaro, Plaintiff, Pro se.

Claire Parascandolo, Plaintiff, Pro se.

Alyssa Moser, Plaintiff, Pro se.

Nikole Churchill, Plaintiff, Pro se.

Heather Woodward, Plaintiff, Pro se.

Krystal Feirman, Plaintiff, Pro se.

Richard Hieb, Plaintiff, Pro se.

Elisabeth Gulotta, Plaintiff, Pro se.

Maggie Cummings, Plaintiff, Pro se.

Krysta Stasi, Plaintiff, Pro se.

Samantha Skolkin, Plaintiff, Pro se.

Sophia Mai, Plaintiff, Pro se.

Catherine Carter Sims, Plaintiff, Pro se.

Anna Zahn, Plaintiff, Pro se.

For Paige Hospitality Group, LLC, Fondue 26, LLC, Park Avenue A, LLC, Matthew Shendell, Dennis Bogart, Defendants: Felice B. Ekelman, LEAD ATTORNEY, Adam Simeon Gross, Jackson Lewis LLP [*3] (NY), New York, NY.

Judges: Hon. George B. Daniels, United States District Judge.

Opinion by: George B. Daniels

Opinion

FINAL JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Having considered Plaintiffs' Motion for Final Approval of Class Action Settlement, the supporting memorandum of law and the Declaration of Brian S. Schaffer and exhibits thereto, the oral arguments presented at the June 2, 2015 Fairness Hearing, and the complete record in this matter, for the reasons set forth therein and stated on the record at the Fairness Hearing and for good cause shown.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, THAT:

1. This Order incorporates by reference the parties' Settlement Agreement and Release (the "Settlement Agreement") dated December 9, 2014.

2. This Court approves the settlement and all terms set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, reasonable, adequate, and not a product of collusion.

3. The Court certifies the following class under *Fed. R. Civ. P. 23(e)* (the "Class") for settlement purposes:

All individuals who worked at The Ainsworth and/or Ainsworth Park in the Server, Bartender, Runner, and Busser job classifications between June [*4] 12, 2007 and December 31, 2013.

4. For the purposes of settlement, the Court finds that the Class meets the requirements for class certification under *Fed. R. Civ. P. 23(a)* and *(b)(3)*.

5. In addition, Plaintiffs' counsel meets the adequacy requirement of *Rule 23(a)(4)* and the Court certifies Plaintiffs' counsel as Class Counsel, and the named Plaintiffs as Class Representatives.

6. Defendants shall fund the Settlement Fund consistent with the terms of the Settlement Agreement. The Settlement Agreement shall be effective thirty (30) days after entry of this Order if no appeal is taken of this Order. If an appeal is taken of this Order, the Final Effective Date shall be thirty (30) days after the latest of

the following: (1) any appeal from the Final Order has been finally dismissed: (2) the Final Order has been affirmed on appeal in a form substantially identical to the form of the Final Order entered by the Court: (3) the time to petition for review with respect to any appellate decision affirming the Final Order has expired; and (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed. or, if granted, has resulted in affirmance of the Final Order in a form substantially identical [*5] to the form of the Final Order entered by the Court.

7. The Court awards Class Counsel attorneys' fees, costs and expenses incurred in this Litigation, which were incidental and necessary to the representation of the Class, consistent with the terms of the Settlement Agreement.

8. The Court awards the Claims Administrator its reasonable costs in administering the Settlement, subject to Class Counsel's review of the Claims Administrator's invoices, to be paid out of the Settlement Fund.

9. The Court approves the four (4) Enhancement Awards described in the Settlement Agreement to be paid from the Settlement Fund. The Court approves this Settlement and finds that it is a fair and reasonable resolution of a *bona fide* dispute under the Fair Labor Standards Act. reached as a result of contested litigation.

10. The Litigation is dismissed with prejudice and without costs to any party. All Class Members, except those individuals who timely and validly opted-out of the Settlement, are barred and permanently enjoined from participating in any other individual or class lawsuit or other proceeding or claim against the Releasees concerning the claims released in the Settlement Agreement.

11. Without [*6] affecting the finality of this Judgment and Order, the Court reserves continuing and exclusive jurisdiction over the interpretation and implementation of the Settlement Agreement as well as any and all matters arising out of. or related to. the interpretation or implementation of the Settlement Agreement and of the settlement contemplated thereby.

12. The Parties having so agreed, good cause appearing, and there being no just reason for delay, it is expressly directed that this Final Judgment and Order be. and hereby is. entered as a final order.

It is so ORDERED this 2ND day of June, 2015

/s/ George B. Daniels

Hon. George B. Daniels

United States District Judge