

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

DORIS JEFFRIES, on behalf of herself and all
other similarly situated,

Plaintiff,

v.

VOLUME SERVICES AMERICA, INC. (d/b/a
Centerplate and Centerplate/NBSE); and DOES 1
THROUGH 10,

Defendants.

Case No. 1:17-cv-01788 (CKK)

Hon. Colleen Kollar-Kotelly.

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
PLAINTIFF'S UNOPPOSED MOTION FOR AWARD OF ATTORNEYS' FEES, COSTS,
AND CLASS REPRESENTATIVE SERVICE AWARD**

On May 4, 2022, the Court entered an Order [(Dkt. 46)] granting preliminary approval of the proposed class settlement but required the Parties to ensure that paragraph 9 of the proposed settlement agreement is amended such that the Court's jurisdiction shall lapse three years after the final approval of the Settlement Agreement. As part of the same Order, the Court approved a plan of notice to be directed to Settlement Class members, set deadlines by which Settlement Class members may opt-out or object, and scheduled a final approval hearing to take place on October 17, 2022. Dkt. No. 46 at ¶¶ 8-14, 16.

Pursuant to the Court's Order, the Parties filed an Amended Class Action Settlement And Release Agreement ("Settlement" or "Agreement") on May 14, 2022. Dkt. 47-1.

Plaintiff has since filed an Unopposed Motion For Final Approval Of Class Action Settlement and an Unopposed Motion For Award Of Attorneys' Fees, Costs, And Class Representative Service Award (collectively the "Motions").

The Court held a (fairness) final approval hearing on October 17, 2022.

Having duly considered all submissions and arguments presented, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:¹

1. The Court hereby grants final approval of the proposed settlement upon the terms and conditions set forth in the Agreement. The Court finds that the terms of the proposed settlement are fair, adequate, and reasonable and comply with Rule 23 of the Federal Rules of Civil Procedure ("FRCP").

2. The Court orders that the following settlement class ("Settlement Class") is certified for settlement purposes only: All individuals to whom, on September 5, 2015, Centerplate provided an electronically printed receipt at the point of sale or transaction at the D.C. Convention Center, on which receipt Centerplate printed the expiration date and/or more than the last 5 digits of the individual's credit card or debit card. Excluded from the Settlement Class are all employees of Centerplate or its parents, subsidiaries, or affiliates, all of Ms. Jeffries' attorneys and employees of Ms. Jeffries' attorneys, any judicial officer, or his/her immediate family, to which this case is or has been assigned, and persons who validly opt out of the Settlement.

3. The Court finds that, for purposes of the Settlement, the above-defined Settlement Class meets all of the requirements for class certification. The Court further finds that, for purposes of the Settlement, the requirements of FRCP Rule 23 are satisfied and that (a) the

¹ Capitalized terms in this Order shall have the same meanings as in the Agreement, unless indicated otherwise.

Settlement Class is ascertainable, (b) the members of the Settlement Class are so numerous that joinder is impracticable, (c) there are questions of law and fact common to the Settlement Class members which predominate over any individual questions, (d) the representative Plaintiff's claims are typical of the claims of the Settlement Class members, (e) the Class Representative and Class Counsel have fairly, adequately, reasonably and competently represented and protected the interests of the Settlement Class, and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court appoints Plaintiff Doris Jeffries as the Class Representative for the Settlement Class.

5. The Court appoints attorneys Chant Yedalian of Chant & Company A Professional Law Corporation and Brian Herrington of Chhabra Gibbs & Herrington PLLC as Class Counsel for the Settlement Class.

6. The Court appoints Atticus Administration, LLC as the Settlement Administrator.

7. The Court finds that the Settlement is the product of serious, informed, non-collusive negotiations conducted at arm's-length by the Parties. In making these findings, the Court considered, among other factors, the potential statutory damages claimed in the lawsuit on behalf of Plaintiff and members of the Settlement Class, Defendant's potential liability, the risks of continued litigation including trial outcome, delay and potential appeals, the substantial benefits available to the Settlement Class as a result of the Settlement, and the fact that the proposed Settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have no obvious deficiencies and do not improperly grant preferential treatment to any individual member of the Settlement Class.

8. The Court finds that the notice that has been provided to Settlement Class members, as well as the means by which it was provided, all of which the Court previously approved, constitutes the best notice practicable under the circumstances and is in full compliance with the United States Constitution, FRCP Rule 23, and the requirements of due process. The Court further finds that the notice fully and accurately informed Settlement Class members of all material elements of the lawsuit and proposed class action Settlement, of each member's right to be excluded from the Settlement, and each member's right and opportunity to object to the proposed class action Settlement and be heard at the (fairness) final approval hearing.

9. The Court finds that the manner and content of the notice of Settlement has been complied with in conformity with this Court's previous Orders.

10. The Court finds that zero Settlement Class members have timely requested exclusion from the Settlement.

11. The Court finds that zero Settlement Class members have timely objected to the Settlement.

12. The Court finds that zero Settlement Class members have timely requested to appear or be heard at the final approval hearing.

13. All Settlement Class members who did not timely exclude themselves from the Settlement are bound by the Agreement, including the release contained in paragraph 8.1 of the Agreement.

14. The Court hereby directs the Parties and Claims Administrator to effectuate all terms of the Settlement.

15. The Court finds that \$397,071.20 in attorneys' fees to Class Counsel is reasonable based upon Class Counsel's lodestar.

16. The Court hereby awards to Class Counsel attorneys' fees of \$397,071.20 to be paid from the Gross Settlement Funds as set forth in the Agreement.

17. The Court hereby awards to Class Counsel reasonable costs of \$9,847.80 to be paid from the Gross Settlement Funds as set forth in the Agreement.

18. The Court hereby awards \$5,000 to the Class Representative, Doris Jeffries, as a service award to compensate her for her service as the representative of the Class. This service award is to be paid from the Gross Settlement Funds as set forth in the Agreement.

19. The Court hereby awards \$12,081.00 to the Claims Administrator, Atticus Administration, LLC, to be paid from the Gross Settlement Funds as set forth in the Agreement.

20. If any residual funds remain from the Gross Settlement Fund, any and all such residual funds will be distributed to Legal Assistance for Seniors as set forth in the Agreement.

21. Each of the Parties is to bear its own fees and costs except as expressly provided in the Agreement or in the Court's order(s) on the Motions.

22. The Court shall retain jurisdiction over the Parties and all Settlement Class members to enforce the terms of the Agreement and this Order and Judgment. The Court's jurisdiction shall lapse three years after the final approval of the Agreement.

23. The Court directs the Clerk of the Court to enter this Order as a judgment (subject to the terms of paragraph 22, above).

SO ORDERED.

Dated: _____

By: _____
HON COLLEEN KOLLAR-KOTELLY
United States District Judge