

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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SARAH SMITH-CENTZ, <i>on behalf of herself</i>	:	CIVIL ACTION
<i>and similarly situated employees,</i>	:	
	:	No. 2:18-cv-04055-CFK
Plaintiff,	:	
v.	:	
	:	
SAFRAN TURNEY HOSPITALITY;	:	
RESTAURANT 13, INC.; GROCERY 13,	:	
INC.; LOCUST13, INC.; and LOLITA	:	
RESTAURANT, INC.,	:	
	:	
Defendants.	:	

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**ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION  
FOR CERTIFICATION OF THE SETTLEMENT CLASS, FINAL APPROVAL  
OF THE CLASS ACTION SETTLEMENT, AND OTHER ASSOCIATED RELIEF**

**AND NOW**, upon consideration of Plaintiff Sarah Smith-Centz’s (“Plaintiff’s”)

“Unopposed Motion for Certification of the Settlement Class, Final Approval of the Class Action Settlement, and Other Associated Relief” (“Motion”) (Doc. 38), the accompanying “Class/Collective Action Settlement Agreement” (“Agreement”) (Doc. 38-1), the accompanying Declaration of R. Andrew Santillo (Doc. 38-2), the accompanying Memorandum of Law (Doc. 39), and all other papers and proceedings herein, it is hereby **ORDERED** that the Motion is **GRANTED** as follows:

1. The Court **CERTIFIES A SETTLEMENT CLASS** of the 52 individuals listed in Exhibit A to the Agreement who, during any time between September 19, 2015 and August 28, 2017, worked as servers at Defendants’ “Barbuzzo” “Jamonera” “Little Nonna’s” and “Lolita” restaurants in Philadelphia, PA. This settlement class satisfies Civil Rule 23(a)’s four requirements – numerosity, commonality, typicality, and adequacy of representation – as well as

Civil Rule 23(b)(3) additional requirements that common questions of law or fact “predominate over any questions affecting only individual members” and that “a class action is superior to other available methods for the fair and efficient adjudication of the controversy.”

2. The settlement requires Defendant to pay \$252,500. The settlement fund will be distributed as follows: (i) \$162,500 will be paid to the 52 class members; (ii) a \$5,000 service award will be paid to Plaintiff; and (iii) \$85,000 will be paid to class counsel to cover attorney’s fees and expenses. The Court finds the \$252,500 settlement payment to the 52 class members to be “fair, reasonable, and adequate,” Fed. R. Civ. P. 23(e)(2), and, therefore **APPROVES** such payment. This finding is supported by the evidence and arguments presented by Plaintiff in his Motion and accompanying documents and during the July 23, 2019 fairness hearing. In particular, the record establishes that all of the criteria described in Civil Rule 23(e)(2) (as amended effective December 1, 2018) favor approval.

3. The Court **APPROVES** the class members’ waiver of their Fair Labor Standards Act (“FLSA”) claim. FLSA settlements require judicial approval. See Mitchell v. People for People Charter School, Inc., 2018 U.S. Dist. LEXIS 72691, \*1 (E.D. Pa. April 27, 2018). However, “an FLSA settlement is examined with less scrutiny than a class action settlement; the court simply asks whether the proposed settlement reflects a fair and reasonable compromise of disputed issues that were reached as a result of contested litigation.” Lizondro-Garcia v. Kefi LLC, 300 F.R.D. 169, 179 (S.D.N.Y. 2014). Here, this standard is met.

4. The Court **APPROVES** the payment of a \$5,000 service award to Plaintiff.

5. The Court **APPOINTS** the law firm of Winebrake & Santillo, LLC to serve as class counsel. The record establishes that this firm is qualified to serve as class counsel under the criteria described in Civil Rule 23(g)(1)(A).

6. The Court **APPROVES** the payment of \$85,000 to class counsel. As evidenced by the Declaration R. Andrew Santillo of this amount will reimburse class counsel for reasonable litigation expenses to date equal to \$592. The remaining \$84,408 will be paid to class counsel for attorney's fees and any additional expenses it incurs going forward administering the settlement. This fee payment – which amounts to 33.4% of the total \$252,500 settlement fund – falls within the range of fee awards in other class action settlements. See Creed v. Benco Dental Supply Co., 2013 U.S. Dist. LEXIS 132911, \*17 (M.D. Pa. Sept. 17, 2013) (“an award of one-third of the settlement is consistent with similar settlements throughout the Third Circuit”); DiClemente v. Adams Outdoor Advertising, Inc., 2016 U.S. Dist. LEXIS 88394, \*11 (M.D. Pa. July 8, 2016) (courts have approved attorney's fees representing approximately “20-45%” of the FLSA settlement fund.). In addition, the fee award is supported by each of the factors described in Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 193 n. 1 (3d Cir. 2000) and In re Prudential Insurance Company America Sales Practice Litig., 148 F.3d 283 (3d Cir. 1998).

7. This action is **DISMISSED WITH PREJUDICE**, although the Court will continue to maintain jurisdiction over the enforcement of the settlement.

SO ORDERED this 23<sup>RD</sup> day of JULY, 2019.

  
CHAD F. KENNEY, JUDGE