

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

**MONIKA VIDER, On Behalf of Herself** : **CIVIL ACTION**  
**And All Others Similarly Situated** :  
:   
**v.** :   
:   
**LMT REAL ESTATE, LLC, d/b/a Panache** :   
**Wood Fire Grill and CHASE “HABIB”** :   
**TROUDI** : **NO. 19-2066**

## ORDER

**NOW**, this 18th day of February, 2021, upon consideration of the Unopposed Motion for Final Approval of Class and Collective Action Settlement (Document No. 47) and Unopposed Motion for Attorneys' Fees and Expenses and for Class Representative Service Payment (Document No. 48), and after hearings on September 23, 2020 and February 17, 2021, and the Findings of Fact and Conclusions of Law (Document No. 55), it is **ORDERED** that the motions are **GRANTED**.

**IT IS FURTHER ORDERED** as follows:

1. The Joint Stipulation of Settlement and Release Agreement (“Settlement Agreement”) (Document No. 38-1) entered into between the plaintiff Monika Vider, on behalf of herself and all other individuals similarly situated, and defendants LMT Real Estate d/b/a Panache Wood Fire Grill (“Panache”), Chase “Habib” Troudi (“Troudi”) and Ristorante Castello, Inc. d/b/a Ristorante Castello (“Castello”) (“Settlement Agreement”) is **APPROVED** as fair, reasonable and adequate.

2. The settlement claims of the Class Representative and the Class Members are compromised, settled, released, remised, discharged and dismissed as

against Panache and Troudi (“Defendants”) on the merits and with prejudice in accordance with the terms of the Settlement Agreement.

3. The Class Representative and the Class Members and all persons claiming by or through them are **PERMANENTLY BARRED** and **ENJOINED** from instituting, commencing and/or prosecuting, directly or indirectly, any claim, suit or proceeding against the Defendants with respect to any and all settled claims against them.

4. Pursuant to the terms of the Settlement Agreement:

a. the Defendants shall pay the Settlement Amount of two hundred fifty thousand dollars (\$250,000.00);

b. the Net Settlement Amount of \$143,420.00, which is the Settlement Amount less notice and administration costs of \$12,247.00, attorneys’ fees of \$83,333.00, litigation expenses of \$3,500.00 and a service award to the plaintiff of \$7,500.00, shall be distributed to Participating Settlement Class Members entitled to a distribution of the proceeds from the Settlement in accordance with the calculation method of Settlement Payments set forth in the Settlement Agreement;

c. any settlement funds subject to a *cy pres* distribution shall be disbursed by the Claims Administrator to Community Legal Services of Philadelphia, Philadelphia, Pennsylvania; and

d. Defendant Castello is **DISMISSED** from the action.

5. Class Counsel is awarded from the Settlement Amount attorneys’ fees in the amount of \$83,333.00, which is 33% of the Settlement Amount, and out-of-pocket expenses in the amount of \$3,439.82.

6. The Class Representative is awarded \$7,500.00 from the Settlement Amount.

7. These awards shall be distributed to Class Counsel pursuant to the terms of the Settlement Agreement.

8. The parties are directed to carry out their obligations under the Settlement Agreement in compliance with this Order.

9. This action is **DISMISSED WITH PREJUDICE**.

10. The Court retains jurisdiction over this action, the parties and each of the Class Members for all matters relating to this action and the Settlement Agreement, including those matters relating to the interpretation, administration, implementation, effectuation and/or enforcement of the Settlement Agreement and this Order.

11. **FINAL JUDGMENT** shall be entered pursuant to Federal Rule of Civil Procedure 58.

/s/ Timothy J. Savage  
TIMOTHY J. SAVAGE, J.