

Court of the State of New York, held in
and for the County of Suffolk at Riverhead
New York on the 14th day of May 2025

Motion Sequence # 005
Return Date 5-8-25
Final Submitted Date 5-8-25

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

PAUL BOUNAGURA, individually and on behalf of
others similarly situated,

Plaintiffs,

- against -

GIORGIO'S CATERING LLC, FOX HILL
COUNTRY CLUB CATERERS INC., GEORGE
REGINI, and/or GEORGE REGINI JR.,

Defendants.

Index No. 601155/2017

**ORDER GRANTING
APPROVAL OF SETTLEMENT**

WHEREAS, Plaintiff Paul Buonagura, on behalf of himself and the Certified Class¹ of similarly situated individuals ("Plaintiffs"), have applied to this Court for an order approving the settlement of the above-captioned action (the "Action"), and has submitted in support thereof the Settlement Agreement and Release ("Agreement")², the Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Approval of the Proposed Settlement, and the Affirmation of Michael A. Tompkins ("Tompkins Affirmation") along with the exhibits attached thereto; and

WHEREAS, the Court has reviewed Plaintiffs' motion seeking approval of the settlement of the Action as memorialized in the Settlement Agreement, which motion was unopposed by Defendants Giorgio's Catering LLC, Fox Hill Country Club Caterers Inc., George Regini, and/or George Regini Jr. (collectively "Defendants"), and further having reviewed and considered the

¹ See Doc. 91.

² All capitalized terms in this Order shall have the meaning set forth in the Settlement Agreement.

Settlement Agreement, the Tompkins Affirmation, and the exhibits attached thereto;

IT IS HEREBY ORDERED THAT:

1. Pursuant to Article 9 of the CPLR, the Court finds that the terms and conditions of the settlement memorialized in the Agreement are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues and, therefore, meet the requirements for approval such that notice to the Class about the settlement is appropriate.

2. The Court finds that the Agreement is the result of extensive, arms'-length negotiations, including a full-day mediation with the Honorable Judge Steven M. Gold (Ret.), and is the product of investigation and research by counsel for Plaintiffs and for Defendants, each of whom is well-versed in the prosecution and defense of wage and hour claims, such that counsel for the parties are able to reasonably evaluate the strengths and weaknesses of their clients' respective positions.

3. The Court grants approval of the parties' settlement as memorialized in the Agreement as filed in this action and directs the parties to carry out the settlement and its processes according to the terms of the Agreement, whose terms are incorporated herein by reference.

4. The Court appoints Plaintiffs' counsel Michael A. Tompkins of Leeds Brown Law, P.C. as class counsel for purposes of effectuating the settlement ("Class Counsel") and Apex Class Action Inc. ("Apex") to administer the settlement.

5. The Court approves the proposed Notice of Settlement of Class Action Lawsuit, Claim Form and Release and related materials annexed to the Tompkins Affirmation, finding that they fully comply with due process and NY CPLR §§ 901 and 902, and directs their distribution to the Class in accordance with the terms of the Agreement, which the Court finds meets the

requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

6. The Agreement is not a concession or admission and shall not be used against Defendants as an admission or indication with respect to any claim of any fault or omission by Defendants. Regardless of whether the settlement is finally approved, neither the Agreement, nor any document, statement, proceeding, or conduct related to the settlement, nor any reports or accounts thereof, shall in any event be:

- a. Construed as, offered or admitted in evidence as, received as, or be deemed to be evidence for any purpose adverse to Defendants, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage; or
- b. Disclosed, referred to, or offered or received in evidence against Defendants in any further proceeding in the Action, or in any other civil, criminal, or administrative action or proceeding, except for purposes of settling the Action or enforcing the settlement pursuant to the Agreement.

7. The Court shall retain discretion to schedule a hearing in the event any member of the Class files an objection and specifically requests to be heard in conformity with the Agreement and Notice. Apex shall notify the Plaintiffs' Counsel, the Court, and Defendants' Counsel within three (3) business days of receiving any objection letter. Should the Court opt to schedule a hearing for this purpose, upon the scheduling of a hearing date, Plaintiffs' Counsel shall instruct the Settlement Administrator, Apex, to publish an electronic notice on the Settlement Website to all Authorized Claimants advising them of the date, time, and location of the hearing. Further, in accordance with Section 1.13 of the Settlement Agreement, the Settlement Agreement shall not

become effective until such time as the hearing is held to address the objection, or the Court has otherwise issued an order authorizing the parties to complete the settlement process.

8. On the Final Effective Date, this Action shall be dismissed in its entirety, with such dismissal being with prejudice as to Plaintiff Buonagura and all applicable Settlement Class Members as set forth in the Settlement Agreement.

9. As of the Final Effective Date, Class Members are permanently enjoined from pursuing and/or seeking to reopen claims that have been released pursuant to the Settlement Agreement.

10. By this Order, on the Final Effective Date, Plaintiff Buonagura and all Class Members who do not validly and timely opt out of the Settlement, shall be deemed to have, and by operation of the judgment to be entered shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims and any other claims as set forth in the Settlement Agreement.

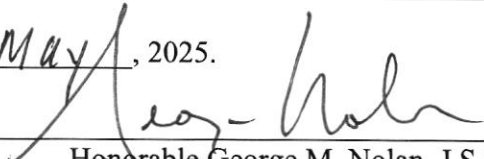
11. The Court approves Class Counsel's request for attorney's fees, costs, expenses, and service awards as detailed in the Tompkins Affirmation and Settlement Agreement, and the Court approves the payment of costs to Apex to administer the Settlement Agreement and any orders from this Court.

12. In the event the settlement does not become effective in accordance with the terms of the Settlement Agreement, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null, void, and shall be vacated and shall have no effect whatsoever in this Action or in any other litigation or proceeding and the parties shall revert to their respective positions as of before entering into the Settlement Agreement.

13. The Court directs that the following dates shall govern the schedule in this action:

<p>Step 1: Settlement Agreement § 2.3(B) <i>Within 20 days of entry of this Order</i></p>	<p>Mailing of Class Notice and Claim Form via USPS and website publication on an agreed upon URL</p>
<p>Step 2: Settlement Agreement §§ 1.1, 1.19 <i>30 days after completion of Step 1</i></p>	<p><u>Notice Response Deadline</u></p> <ul style="list-style-type: none"> • Last day for Class Members to “opt out” of the Settlement or to submit objections to the Settlement • Last day for Class Members to qualify as an Authorized Claimant by filing Claim Form and Release
<p>Step 3: Settlement Agreement § 1.13 <i>15 days after completion of Step 2</i></p>	<p><u>Final Effective Date</u>, unless otherwise directed</p>
<p>Step 4: Settlement Agreement § 3.1 <i>First Payment - November 1, 2025 Second Payment - November 1, 2026 Third Payment - November 1, 2027</i></p>	<p>By such dates, Defendants shall have funded the Qualified Settlement Account in an amount equal to the Final Settlement Amount</p>
<p>Step 5: Settlement Agreement § 3.2 <i>Following Step 4</i></p>	<p>Settlement Administrator to mail each Authorized Claimant his or her individual settlement check, send Class Counsel court-approved attorneys’ fees and costs, and pay Named Plaintiff court-approved Service Award.</p>

It is so ORDERED this 14th day of May, 2025.



 Honorable George M. Nolan, J.S.C.

GRANTED
 MAY 14 2025
 VINCENT PULEO
 Clerk of Suffolk County