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CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 27 2020

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

RECEIVED
LOS ANGELES DISTRICT COURT
DEC 30 2019

Attorneys for Plaintiff
DANIEL RAMOS-RIOS individually, and
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DANIEL RAMOS-RIOS, an individual, on
behalf of himself and all others similarly
situated,

Case No. BC685624

[Assigned for all purposes to the Honorable
Daniel Buckley, Department SSC-1]

Plaintiff,

CLASS ACTION

vs.

~~[PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT

ENCORE HOSPITALITY SERVICES, LLC, a
Kansas limited liability company; and DOES 1
through 50, inclusive,

Date: January 27, 2020
Time: 10:30 A.M.
Dept.: SSC-1

Defendants.

Case Filed: December 5, 2017
Trial Date: None Set

SIU GORDON LAU, an individual, on behalf
of himself and all others similarly situated, and
on behalf of the general public;

Related Case No. BC705073

[Assigned for all purposes to the Honorable
Daniel Buckley, Department SSC-1]

Plaintiff,

vs.

Case Filed: May 9, 2018
Trial Date: None Set

ENCORE HOSPITALITY SERVICES, LLC,
a Kansas limited liability company, and DOES
1-50,

Defendants.

BY FAX

1 Plaintiffs Daniel Ramos-Rios and Siu Gordon Lau’s (“Plaintiffs”) Motion for Final
2 Approval of Class Action and PAGA Settlement was filed on December 30, 2019. Due and
3 adequate notice having been given to the Class, and the Court having considered the Settlement,
4 all papers filed and proceedings held herein and all oral and written comments received regarding
5 the proposed settlement, and having reviewed the record in the Actions, and good cause
6 appearing,

7 IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED AS FOLLOWS:

8 1. All defined terms contained herein shall have the same meanings as set forth in the
9 Amended Joint Stipulation of Class Action and PAGA Settlement (“Settlement”).

10 2. The Court has jurisdiction over the subject matter of the Actions, the Class
11 Representatives, the Settlement Class Members, and Defendant.

12 3. The Court finds that the dissemination of the Class Notice as provided for in the
13 Court’s Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
14 Settlement, constituted the best notice practicable under the circumstances to all persons within
15 the definition of the Class, and fully met the requirements of California law and due process
16 under the United States Constitution. Based on evidence and other material submitted in
17 conjunction with the Final Approval Hearing, the actual notice to the class was adequate and
18 conformed with the requirements of California Code of Civil Procedure section 382, California
19 Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United
20 States Constitutions, and any other applicable law.

21 4. The Court finds in favor of settlement approval.

22 5. The Court approves the settlement of the above-captioned actions, as set forth in
23 the Settlement, and each of the releases and other terms, as fair, just, reasonable, and adequate as
24 to the Released Parties.

25 “Released Parties” means Defendant Encore Hospitality Services, LLC and any of its
26 past, present and/or future, subsidiaries, parents, divisions, joint venturers, predecessors,
27 successors, insurers, assigns, consultants, subcontractors, its employee benefit plans and the
28 trustees, fiduciaries, and administrators of those plans, and any of their current or former

1 employees, officers, directors, servants, agents, investors, representatives, attorneys, executors,
2 administrators, and assigns, and all persons acting under, by, through, or in concert with any of
3 them, and each of them.

4 “Released Claims” means, but is not limited to, all claims, demands, rights, liabilities and
5 causes of action that were or could have been asserted based on the facts and legal theories
6 contained in the Actions for violation of the California Labor Code, the California Business and
7 Professions Code, the PAGA, the applicable Industrial Welfare Commission Orders, or any
8 similar law, whether for liquidated damages, restitution, penalties, other monies, or other relief
9 based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements,
10 omissions or failures to act pled in the Actions, which are or could be the basis of claims that
11 Defendant: (a) failed to pay and/or properly calculate all wages due, including the regular rate of
12 pay, straight time, overtime, double-time, premium pay, and all other forms of wages; (b) failed
13 to provide compliant meal periods and/or proper premium payments in lieu thereof; (c) failed to
14 provide compliant rest breaks and/or proper premium payments in lieu thereof; (d) improperly
15 reduced of and/or failed to provide or pay out all accrued vacation; (e) failed to provide all
16 accurate, complete, and properly formatted wage statements; (f) failed to timely pay wages due
17 during employment or at termination of employment; (g) failed to reimburse for all business
18 expenses; (h) failed to maintain required records; (i) violated Labor Code Sections 201-204, 226,
19 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1194, 1197, 1198, 2802; (j) violated IWC Wage Order
20 No. 9-2001, Sections 3, 4, 7, 11, 12, (k) engaged in unfair business practices; (l) owes civil
21 penalties pursuant to an enforcement action by the LWDA or pursuant to Cal. Labor Code
22 Sections 2698-2699.5 (PAGA); (m) owes other monies or penalties under the wage and hour laws
23 pleaded in the Actions; and (n) is responsible for the payment damages, penalties, interest and
24 other amounts recoverable under said causes of action alleged in the Actions. (Collectively, all of
25 the foregoing shall be referred to as the “Released Claims.”) The period of the Release shall
26 extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same
27 as that of the Release. The definition of Released Claims shall not be limited in any way by the
28 possibility that Plaintiff or Settlement Class Members may discover new facts, legal theories, or

1 legal arguments not alleged in the operative complaint but which might serve as an alternative
2 basis for pursuing the same claims, causes of action, or legal theories of relief falling within the
3 definition of Released Claims.

4 “Class Period” means the time period from December 5, 2013 to July 9, 2019.

5 6. As of the Effective Date, in exchange for the consideration set forth in the
6 Settlement, attached as **Exhibit A** to the Declaration of Matthew J. Matern in Support of
7 Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement, Settlement Class
8 Members will be deemed to have, and by operation of the Final Approval Order and Judgment,
9 will have, expressly waived and released the Released Parties of the Released Claims (as defined
10 above) to the fullest extent permitted by the law. All Settlement Class Members who do not opt
11 out of the Settlement will be bound by a release of all claims and causes of action falling within
12 the definition of “Released Claims,” whether known or unknown, and irrespective of the factual
13 or legal basis for such claims. The scope of the release is limited to the Released Claims.

14 “Effective Date” means the later of the following: (i) If no objections to the settlement
15 have been filed, or the timely objections have been filed and then withdrawn, then the date the
16 Court enters judgment granting Final Approval; (ii) If an objection to the settlement has been
17 filed, then the date on which time expires to file an appeal of the Court’s grant of Final Approval
18 of settlement; or if an objection was filed and a Notice of Appeal of the Court’s grant of Final
19 Approval of settlement was timely filed, then the date the appeal is finally resolved, with the final
20 approval unaffected.

21 7. Solely for purposes of effectuating this settlement, this Court has certified a Class
22 defined as follows:

23 All current and former employees of Defendant in California who worked for
24 Defendant at any time from December 5, 2013 to July 9, 2019.

25 The Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and
26 3.771.

27 8. With respect to the Class and for purposes of approving the settlement only and
28 for no other purpose, this Court finds and concludes that: (a) the Settlement Class Members are

1 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
2 questions of law or fact common to the Settlement Class Members, and there is a well-defined
3 community of interest among the Settlement Class Members with respect to the subject matter of
4 the non-exempt claims in the Actions; (c) the claims of Class Representatives are typical of the
5 claims of the Settlement Class Members; (d) the Class Representatives have fairly and adequately
6 protected the interests of the Settlement Class Members; (e) a class action is superior to other
7 available methods for an efficient adjudication of the Actions; and (f) Class Counsel are qualified
8 to serve as counsel for the Plaintiffs in their individual and representative capacity and for the
9 Settlement Class Members.

10 9. No later than ten (10) days after the Effective Date, Defendant shall provide the
11 Maximum Settlement Amount, in the amount of \$645,000.00, to the Settlement Administrator.

12 10. The Court approves the Individual Settlement Payments, which shall be
13 distributed to Settlement Class Members no later than twenty-five (25) calendar days after the
14 Effective Date, in accordance with the formula set forth in the Settlement. The Court authorizes
15 the Settlement Administrator to distribute the Individual Settlement Payments to Settlement Class
16 Members in accordance with the terms of the Settlement.

17 11. The Maximum Settlement Amount shall cover all anticipated and unanticipated
18 expenses associated with the settlement including the following items: (1) the Individual
19 Settlement Payments to Settlement Class Members; (2) the Class Counsel Award, including an
20 award of reasonable costs associated with Class Counsel's prosecution of the Actions; (3) the
21 Settlement Administration Costs; (4) the Class Representative Service Payment Awards; and (5)
22 the PAGA payment. Defendant shall separately pay the employer-side tax contributions
23 attributable to the wage component of the Maximum Settlement Amount. The Court finds that
24 these amounts are fair and reasonable. Defendant is directed to make such payments in
25 accordance with the terms of the Settlement.

26 12. The Court hereby approves the payment of a Class Representative Service Award
27 to Siu Gordon Lau of ten thousand dollars (\$10,000) and the payment of a Class Representative
28 Service Award to Plaintiff Daniel Ramos-Rios of seven thousand five hundred dollars (\$7,500),

1 for a total of \$17,500.00.

2 13. The Court hereby awards Class Counsel \$215,000.00 for reasonable attorneys'
3 fees. The Settlement limits Class Counsel's reasonable litigation costs to \$45,000. The Court
4 finds that Class Counsel has incurred \$24,604.13 in reasonable costs and expenses in prosecuting
5 the Actions. The Court awards Class Counsel \$24,604.13 for costs and expenses, to be paid from
6 the Maximum Settlement Amount, with the remaining portion of the \$45,000 allocation to
7 become part of the Net Settlement Amount.

8 14. The Settlement limits the Settlement Administration Costs to \$15,000.00. The
9 Court hereby approves the Settlement Administration Costs to Phoenix Settlement Administrators
10 in the amount of \$9,000.00 to be paid from the Maximum Settlement Amount, with the remaining
11 portion of the \$15,000 allocation to become part of the Net Settlement Amount.

12 15. The Court hereby approves the PAGA Payment to be paid to the California Labor
13 and Workforce Development Agency in the amount of \$7,500.00.

14 16. In the event that an Individual Settlement Payment check remains uncashed after
15 one hundred eighty (180) calendar days from the date of issuance, the sum of the unpaid residue,
16 plus any interest that has accrued thereon, shall be distributed by the Settlement Administrator to
17 Safe Place for Youth, a nonprofit organization that provides services for homeless youth in Los
18 Angeles.

19 17. The Settlement Administrator shall post notice of the Court's Final Order and
20 Judgment on its website within seven (7) calendar days of the Court's entry of the Final Order
21 and Judgment.

22 18. The Court reserves exclusive and continuing jurisdiction over the Actions, the
23 Class Representatives, the Class, and Defendant for the purposes of supervising the
24 implementation, enforcement, construction, administration and interpretation of the Settlement
25 and this Order.

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27 ///

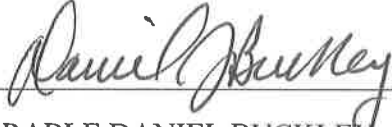
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19. The Settlement Administrator shall post notice of this Judgment on its website within seven (7) calendar days of the Court's entry of this Judgment.

IT IS SO ORDERED.

DATED: Jan 27, 2020


HONORABLE DANIEL BUCKLEY
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 ***Ramos-Rios v. Encore Hospitality Services, LLC, LASC Case No. BC685624***

3 ***Related Case: Lau v. Encore Hospitality Services, LLC, LASC Case No. BC705073***

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200,
Manhattan Beach, California 90266.

6 On December 30, 2019, I served the following document or documents:

7 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS' MOTION FOR**
8 **FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

9 **By electronic service.** Based upon a court order authorizing electronic service, I caused a
true and correct copy of the document(s) to be electronically served on counsel of record
10 listed below by transmission to Case Anywhere LLC.

11 Evan R. Moses, Esq. OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 400 South Hope Street, Suite 1200 Los Angeles, California 90071 Telephone: (213) 239-9800 Facsimile: (213) 39-9045 Email: evan.moses@ogletree.com	Attorneys for Defendant ENCORE HOSPITALITY SERVICES, LLC
15 Hanna B. Raanan, Esq. Graham Hoerauf, Esq. OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Park Tower, Suite 1500 695 Town Center Drive Costa Mesa, California 92626 Telephone: (714) 800-7900 Facsimile: (714) 754-1298 Email: hanna.raanan@ogletree.com graham.hoerauf@ogletreedeakins.com	Attorneys for Defendants ENCORE HOSPITALITY SERVICES, LLC

21 **By overnight delivery.** I enclosed the documents in an envelope or package provided by
22 an overnight delivery carrier and addressed to the persons at the addresses listed below. I
23 placed the envelope or package for collection and overnight delivery at an office or a
regularly utilized drop box of the overnight delivery carrier.

24 Dennis S. Hyun HYUN LEGAL, APC 515 S. Figueroa St., Suite 1250 Los Angeles, CA 90071 Telephone: (213) 488-6555 Facsimile: (213) 488-6554 Email: dhyun@hyunlegal.com	Attorneys for Plaintiff SIU GORDON LAU
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Majed Dakak KESSELMAN BRANTLY STOCKINGER LLP 1230 Rosecrans Avenue, Suite 400 Manhattan Beach, CA 90266 Telephone: (310) 307-4555 Facsimile: (310) 307-4570 Email: mdakak@kbslaw.com	Attorneys for Plaintiff SIU GORDON LAU
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 30, 2019 at Manhattan Beach, California.



Hannah Ahn