

FILED
 Superior Court of California
 County of Los Angeles
JUN 30 2020
 Sherri R. Carter, Executive Officer/Clerk of Court
 By *Berta Guerrero* Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

JEFFREY HO, individually and on behalf of
 all others similarly situated,

Plaintiff,

vs.

FAT SAL'S BRANDING, LLC, a California
 Company; FAT SAL'S KITCHEN 1, LLC, a
 California Company; NEW YORK
 RESTAURANT CONCEPTS, INC., a
 California Company; and DOES 1 through 20,
 inclusive,

Defendants.

CASE NO. BC682110

Assigned to: Hon. Kenneth R. Freeman;
 Dept. SSC - 14

**[PROPOSED] ORDER/JUDGMENT RE:
 PLAINTIFF'S MOTION FOR FINAL
 APPROVAL OF A CLASS ACTION
 SETTLEMENT AND PLAINTIFF'S
 MOTION FOR APPROVAL OF
 ATTORNEYS' FEES, COSTS AND
 ENHANCEMENT**

[Filed concurrently with (1) Plaintiff's
 Motion In Support of Final Approval of
 Class Action Settlement; (2) Plaintiff's
 Motion for Approval of Attorneys' Fee,
 Costs, and Enhancement; (3) Declaration of
 Kevin Lee; and (4) Declaration of Ronald
 Makarem]

Date: June 30, 2020
 Time: 10:00 a.m.
 Dept: SSC - 14

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2 This matter has come before the Honorable Kenneth R. Freeman in department 14 of the
3 above entitled court, on Plaintiff Jeffrey Ho's ("Plaintiff") Motion for Final Approval of a Class
4 Action Settlement and Motion for Attorneys' Fees, Costs, and Enhancement Award.

5 On January 9, 2020, the Court granted Plaintiffs' Motion for Preliminary Approval of Class
6 Action Settlement ("Order Granting Preliminary Approval"), thereby preliminarily approving the
7 settlement of the above-captioned Action in accordance with the Amended Stipulation And
8 Agreement For Class Action Settlement ("Agreement"), which, together with the exhibits attached
9 thereto, sets forth the terms and conditions for settlement and dismissal of the Action.

10 Having duly considered the parties' papers and oral argument, and good cause appearing,

11 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

12 1. This Order incorporates by reference the definitions in the Agreement. To the
13 extent that terms are defined in the Agreement, all defined terms contained herein shall have the
14 same meanings as set forth in the Agreement.

15 2. This Court has jurisdiction over the claims of the Class Members asserted in this
16 proceeding and over all parties to the Action.

17 3. The Court finds that the applicable requirements of California Code of Civil
18 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with
19 respect to the Class and the settlement. The Court hereby makes final its earlier provisional
20 certification of the class for settlement purposes, as set forth in the Order Granting Preliminary
21 Approval.

22 4. For purposes of final approval, Plaintiff Jeffrey Ho is appointed as Named
23 Representative, and Ronald W. Makarem and William A. Baird from the firm of Makarem &
24 Associates are appointed as Class Counsel.

25 5. The Notice given to Class Members fully and accurately informed Class Members
26 of all material elements of the settlement and of their opportunity to object to or to seek exclusion
27 from the Settlement; was the best notice practicable under the circumstances; was valid, due, and
28 sufficient notice to all Class Members; and complied fully with the laws of the state of California,

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1 the United States Constitution, due process and other applicable law. The Notice fairly and
2 adequately described the terms of the settlement and provided Class Members adequate instructions
3 and a variety of means to obtain additional information regarding the settlement.

4 6. Pursuant to California law, the Court hereby grants final approval to the settlement
5 and finds it fair, reasonable and adequate, and in the best interests of the Class as a whole. More
6 specifically, the Court finds that the settlement was reached following meaningful discovery and
7 investigation conducted by Class Counsel; that the settlement is the result of serious, informed,
8 adversarial, and arm's-length negotiations between the parties; and that the terms of the settlement
9 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
10 evidence presented, including evidence regarding the strength of Plaintiffs' case; the risks,
11 expenses, and complexity of the claims presented; the likely duration of further litigation; the
12 amount offered in the settlement; the extent of investigation and discovery completed; and the
13 experience and views of Class Counsel. Further, the Court has considered the lack of objections
14 from the settlement by Class Members. Accordingly, the Court hereby directs that the settlement
15 be affected in accordance with the Agreement, and the following terms and conditions.

16 7. A full opportunity has been afforded to the Class Members to participate in this
17 hearing, and all Class Members and other persons wishing to be heard have been heard. Class
18 Members also have had a full and fair opportunity to exclude themselves from the settlement and
19 Class. Accordingly, the Court determines that all Class Members who did not timely request
20 exclusion from the settlement are bound by this Order and Judgment.

21 8. It is hereby ordered that Defendant – as named in the operative complaint - New
22 York Restaurant Concepts, Inc., (“Defendant or Fat Sal’s”) shall pay the Gross Settlement Value
23 of \$225,000. The Gross Settlement Amount (plus applicable payroll taxes) will be paid by Fat
24 Sal’s in two installments to the settlement administrator, with the first \$112,500 installment being
25 deposited approximately 30 days after the Court grants final approval, and the second installment
26 of \$112,500 being deposited one year after the first installment. The Settlement Administrator
27 shall deposit each installment in an interest bearing account. Each installment shall be allocated
28 and paid out in accordance with the terms set forth in the approved amended settlement agreement.

4814-4130-2610.1

1 9. It is hereby ordered that the Settlement Administrator shall issue payment to itself
2 in the amount of \$10,395 for the services performed and costs incurred in the administration of
3 the settlement in accordance with the Agreement and the terms and conditions of this Order.

4 10. The Court finds that the Enhancement Award sought is fair and reasonable for the
5 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
6 Administrator issue an Enhancement Awards in the amount of \$5,000 to the named Plaintiff
7 Jeffery Ho.

8 11. The Court finds Class Counsel's request for attorneys' fees in the amount of \$
9 75,000 falls within the range of reasonableness, and the result achieved justifies the award sought.
10 The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is hereby
11 ordered that the Settlement Administrator issue payment to Class Counsel in the total amount of \$
12 75,000 for attorneys' fees.

13 12. ~~7500.00~~ ¹⁴ The Court finds that Class Counsel's request for litigation costs in the amount of
14 ~~\$10,982.42~~ is reasonable, and is hereby approved. ^{\$7500 KK} It is hereby ordered that the Settlement
15 Administrator issue payment in the total amount of ~~\$10,982.42~~ for reimbursement of litigation
16 costs.

17 13. With this final approval of the settlement, the Court hereby enters judgment by
18 which, as of the Effective Date - defined in the Settlement Agreement-, all Class Members who
19 have not timely submitted a valid request for exclusion shall, as set forth in the Agreement and in
20 the Class Notice, be deemed to have fully and finally released and discharged Defendant, (including
21 the "Released Parties" as defined under the Settlement Agreement) from any and all Released
22 Claims as defined under the Settlement Agreement. In addition, as of the Effective Date, named
23 Plaintiff Jeffery Ho shall be deemed to have waived all of his rights and protections as to any claims
24 against Defendant to the extent as defined in the Settlement Agreement.

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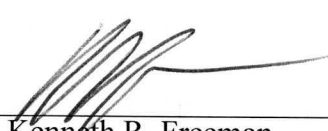
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1 14. After entry of this Order and Judgment, pursuant to California Rules of Court, Rule
2 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the terms
3 of the Agreement, supervise and adjudicate settlement administration matters, and adjudicate such
4 post-Final Judgment matters as may be appropriate under court rules or as set forth in the
5 Agreement.

6 **IT IS SO ORDERED.**

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9 DATED: 6.30.20



Hon. Kenneth R. Freeman
Judge of the Superior Court

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