

ORIGINAL

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

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

Plaintiff,

vs.

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

Defendants.

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

Plaintiff,

vs.

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

Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles

OCT 21 2020

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

RECEIVED

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FILING WINDOW

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

Case No. BC685624

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

CLASS ACTION

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

Date: November 3, 2020  
Time: 4:00 P.M.  
Dept.: SSC-12

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

Related Case No. BC705073

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

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

1 Having granted Plaintiffs Daniel Ramos-Rios and Siu Gordon Lau's ("Plaintiffs") Motion  
2 for Final Approval of Class Action and PAGA Settlement ("Motion"), the Court now enters an  
3 Amended Order and Judgment Granting Plaintiffs' Motion.

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

5 1. All defined terms contained herein shall have the same meanings as set forth in the  
6 Amended Joint Stipulation of Class Action and PAGA Settlement ("Settlement").

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

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

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

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

22 "Released Parties" means Defendant Encore Hospitality Services, LLC and any of its  
23 past, present and/or future, subsidiaries, parents, divisions, joint venturers, predecessors,  
24 successors, insurers, assigns, consultants, subcontractors, its employee benefit plans and the  
25 trustees, fiduciaries, and administrators of those plans, and any of their current or former  
26 employees, officers, directors, servants, agents, investors, representatives, attorneys, executors,  
27 administrators, and assigns, and all persons acting under, by, through, or in concert with any of  
28 them, and each of them.

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

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

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

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

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

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

22           The Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and  
23 3.771.

24           8.       With respect to the Class and for purposes of approving the settlement only and  
25 for no other purpose, this Court finds and concludes that: (a) the Settlement Class Members are  
26 ascertainable and so numerous that joinder of all members is impracticable; (b) there are  
27 questions of law or fact common to the Settlement Class Members, and there is a well-defined  
28 community of interest among the Settlement Class Members with respect to the subject matter of

the non-exempt claims in the Actions; (c) the claims of Class Representatives are typical of the claims of the Settlement Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class Members; (e) a class action is superior to other available methods for an efficient adjudication of the Actions; and (f) Class Counsel are qualified to serve as counsel for the Plaintiffs in their individual and representative capacity and for the Settlement Class Members.

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

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

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

12. The Court hereby approves the payment of a Class Representative Service Award to Siu Gordon Lau of ten thousand dollars (\$10,000) and the payment of a Class Representative Service Award to Plaintiff Daniel Ramos-Rios of seven thousand five hundred dollars (\$7,500), for a total of \$17,500.00.

13. The Court hereby awards Class Counsel \$215,000.00 for reasonable attorneys' fees. The Settlement limits Class Counsel's reasonable litigation costs to \$45,000. The Court

1 finds that Class Counsel has incurred \$24,604.13 in reasonable costs and expenses in prosecuting  
2 the Actions. The Court awards Class Counsel \$24,604.13 for costs and expenses, to be paid from  
3 the Maximum Settlement Amount, with the remaining portion of the \$45,000 allocation to  
4 become part of the Net Settlement Amount.

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

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

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

16 17. A total of forty-two (42) Individual Settlement Payment checks, totaling  
17 \$24,576.45, were not negotiated within one hundred eighty (180) calendar days from the date of  
18 their issuance. Pursuant to the Settlement, and Code of Civil Procedure § 384(b), the Settlement  
19 Administrator shall void these forty-two (42) Individual Settlement Payment checks and transmit  
20 the principal of the checks, plus any interest that has accrued thereon, to Safe Place for Youth, a  
21 nonprofit organization that provides services for homeless youth in Los Angeles. The Settlement  
22 Administrator shall reverse any tax documents issued to the Settlement Class Members who did  
23 not cash their checks within 180 days of issuance.


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

28 ///

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

4           IT IS SO ORDERED.

5  
6           DATED: Oct 21, 2020

  
7           HONORABLE DANIEL BUCKLEY  
8           Judge of the Superior Court



**PROOF OF SERVICE**

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

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

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

On September 30, 2020, I served the following document or documents:

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

☒ **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 listed below by transmission to Case Anywhere LLC.

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
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

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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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Attorneys for Plaintiff  
SIU GORDON LAU

6 I declare under penalty of perjury under the laws of the State of California that the  
7 foregoing is true and correct. Executed on September 30, 2020 at Manhattan Beach, California.

8 

9 Hannah Ahn