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16 Attorneys for Plaintiff

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF LOS ANGELES**

19 HEATHER SEKSINSKY, an individual, on
20 behalf of herself and all others similarly
21 situated

22 Plaintiff,

23 v.

24 BOTANICAL HOSPITALITY GROUP
25 LLC, a California limited liability company,
26 And DOES 1 through 500, inclusive,
27
28

Defendants.

Case No. BC700061

Assigned To Hon. Ann I. Jones
Dept. 11

CLASS ACTION

**NOTICE OF ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Please take notice of the Order attached hereto as Exhibit "A." Please also take notice of
3 the Final Judgment attached hereto as Exhibit "B."

4 Dated: November 12, 2019

KEARNEY LITTLEFIELD, LLP

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7
8 By: 

9 Prescott W. Littlefield

10 Attorneys for Plaintiff and the Class
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Exhibit A

1 **KEARNEY LITTLEFIELD, LLP.**

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13 Attorneys for Plaintiff and the Proposed Settlement Class

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE
17
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19 HEATHER SEKSINSKY, individual, on
20 behalf of herself and all others similarly
21 situated,

22 Plaintiff,

23 v.

24 BOTANICAL HOSPITALITY GROUP
25 LLC., a California limited liability
26 company; and DOES 1 to 50, inclusive,

27 Defendants.
28

Case No. BC700061

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Honorable Ann I. Jones
Hearing Date: November 12, 2019
Time: 11:00 a.m.

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

NOV 12 2019

Sherri R. Carier, Executive Officer/Clerk of Court
By: Dejane Wortham, Deputy
Dejane Wortham

RECEIVED
LOS ANGELES SUPERIOR COURT

OCT 18 2019

S. DREW

1 On November 12, 2019, the Court held a hearing on Plaintiff Heather Seksinsky's ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement between Plaintiff and Defendant Botanical
3 Hospitality Group LLC ("Defendant"), and Motion for Attorneys' Fees and Costs.

4 Due and adequate notice having been given to Class Members, and the Court having considered
5 the Amended Joint Stipulation of Class Action Settlement (the "Settlement Agreement" or
6 "Settlement"), all of the legal authorities and documents submitted in support thereof, all papers filed
7 and proceedings had herein, all oral and written comments received regarding the proposed settlement,
8 and having reviewed the record in this litigation, and good cause appearing, the Court GRANTS final
9 approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND
10 DETERMINATIONS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
13 Settlement Agreement.¹

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
17 Agreement and as follows:

18 All persons employed by either Defendant Botanical Hospitality Group LLC or 603 N. La
19 Cienega Boulevard LLC who worked as a non-exempt employee at the West Hollywood
20 location at any time during the Class Period.

21 4. The Court deems this definition sufficient for the purpose of California Rule of Court
22 3.765(a) and for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 377 class members exists and a well-
24 defined community of interests exists in the questions of law and fact involved because in the context
25 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
26 the Plaintiffs are typical of claims of the Class Members; and (iii) in negotiating, entering into and
27 implementing the Settlement, Plaintiffs and Class Counsel have fairly and adequately represented and

28 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 2 to Plaintiff's Supplemental Brief In Support of
Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

1 protected the interest of the Class Members.

2 6. The Court is satisfied that Phoenix Class Action Administration Solutions ("Phoenix"),
3 which functioned as the Settlement Administrator, completed the distribution of Class Notice to the
4 Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed 377
5 Class Members of the Settlement terms, their rights to do nothing and receive their settlement share,
6 their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and
7 their rights to appear at the Final Approval Hearing, and be heard regarding approval of the Settlement.
8 Adequate periods of time to respond and to act were provided by each of these procedures.

9 7. Only one (1) Class Member, Alberto Baez, filed or submitted a written objection to the
10 Settlement as part of this notice process. The Court hereby over-rules the objection as factually and
11 legally without merit.

12 8. Only one (1) Class Member, Joseph Williams, opted out of the Settlement. He is not a
13 Class Members subject to this Final Order. Attached hereto as Exhibit A is the list of non-bound, opt-
14 out class members.

15 9. The Court hereby approves the terms set forth in the Settlement Agreement and finds
16 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
19 any other applicable law, and in the best interests of each of the Parties and Class Members.

20 10. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement to be binding on all Class Members.

22 11. The Court finds that the Settlement Agreement has been reached as a result of informed
23 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
24 extensive investigation and research, and their attorneys were able to reasonably evaluate their
25 respective positions.

26 12. The Court also finds that Settlement now will avoid additional and potentially
27 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case.
28 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the

1 challenges posed by continued litigation, and the Court concludes that Class Counsel secured
2 significant relief for Class Members.

3 13. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
4 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
5 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the
6 Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
7 omission, concession, or liability whatsoever by or against Defendant.

8 14. The Court appoints Plaintiff as Class Representatives and finds her to be adequate.

9 15. The Court appoints Prescott Littlefield of Kearney Littlefield, LLP, and Brandon
10 Littlefield of Littlefield Law as Class Counsel, and finds each of them to be adequate, experienced, and
11 well-versed in similar class action litigation.

12 16. The terms of the Agreement, including the gross settlement amount of **\$464,000.00** and
13 the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class
14 Member, and the Court grants final approval of the Settlement set forth in the Agreement, subject to
15 this Order. The Court approves the following allocations, which fall within the ranges stipulated by and
16 through the Settlement Agreement:

- 17 a. The **\$10,500.00** designated for payment to Phoenix, the Settlement Administrator, is fair
18 and reasonable. The Court grants final approval of, and orders the Parties to make, the
19 payment to the Settlement Administrator in accordance with the Agreement.
- 20 b. The **\$154,666.67** requested by Plaintiff and Class Counsel for the Class Counsel's
21 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
22 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be
23 made in accordance with the Agreement.
- 24 c. The Court awards **\$11,557.20** in litigation costs, an amount which the Court finds to be
25 reflective of the reasonable costs incurred. The Court grants final approval of, and orders
26 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
27 with the Agreement, and divided between counsel in proportion with their respective
28 costs expenditures.

1 d. The **\$7,500.00** requested by Plaintiff for the Class Representative's Payment is fair and
2 reasonable. The Court grants final approval of, and orders the Class Representative's
3 Payment to be made in accordance with the Agreement.

4 e. The Court grants final approval of the **\$3,750 PAGA** payment to the LWDA and orders
5 the payment to be made in accordance with the Agreement.

6 17. The Court orders the Parties to comply with and carry out all terms and provisions of the
7 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in
8 which case the provisions of this Order shall take precedence and supersede the Settlement.

9 18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
10 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in
11 this case if the Settlement fails to become Final or effective, or in any other case without limitation.
12 The Settlement is not an admission by Defendant, nor is this Order or the subsequent Judgment that
13 Plaintiff has asked the Court to enter based on this Order a finding of the validity of any allegations
14 against Defendant in the Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor
15 this Order or the subsequent Court Judgment is a finding that certification of the Class is proper for any
16 purpose or proceeding other than for settlement purposes.

17 19. All Class Members (other than the 1 opt-out listed in Paragraph 8 above and whose opt-
18 out form is attached to this Order as Exhibit A) shall be bound by the Settlement and this Order,
19 including the Release of Class Claims² in favor of Defendant and the other Released Parties³ as set
20 forth in the Agreement, and are permanently barred from prosecuting against Defendant and the other
21 Released Parties any and all of Class Members' Released Claims as defined in the Agreement.

22 20. Plaintiff is bound to the general release of claims against Defendant and the other

23 ² The exact language of the release is: "Upon the Date of Finality, Participating Class Members will fully release and
24 discharge Defendant, including its former and present parents, subsidiaries, successors, predecessors, alleged or actual joint
25 employers, and affiliated entities, and each of their former and current officers, directors, employees, agents, shareholders,
26 members, representatives, and assigns, including without limitation Botanical Hospitality Group LLC, and 603 N. La
27 Cienega Boulevard, LLC and (the "Released Parties") from all claims pleaded or that could have been pleaded based on the
28 factual allegations in the operative complaint in the Action that arose during the Class Period, including those under
California Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 351, 512, 558, 558.1, 1174, 2802, 2698, and 2699 *et*
seq., under Business and Professions Code section 17200 *et seq.*, and under IWC Wage Orders applicable to Defendant."

³ The release includes "603 N. La Cienega Boulevard, LLC" even though the Complaint names "Botanical Hospitality
Group LLC" because 603 N. La Cienega Boulevard, LLC was a second entity that served as a joint employer together with
Botanical Hospitality Group LLC.

1 Released Parties as set forth in the Settlement Agreement and is permanently barred from prosecuting
2 against Defendant and the other Released Parties any and all of Plaintiff's Released Claims as defined
3 in the Agreement.

4 21. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
5 provided in the Settlement Agreement.

6 22. The Court approves the one hundred twenty (180) day period for cashing of checks. Any
7 funds associated with stale checks that have not been cashed within one hundred twenty (180) days
8 shall be paid and delivered 100% to the CRLA, a non-profit organization providing civil legal services
9 to low-income employees in order to address disparities in the workplace environment and working
10 conditions.

11 23. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
12 purposes of enforcing the Settlement Agreement, addressing settlement administration matters, and
13 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

14 24. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
15 status of distribution within sixty (60) days after all funds have been distributed.

16 **IT IS SO ORDERED.**

17 DATED: NOV 12 2019

RAFAEL A. ONGKENO JUDGE

HON. ~~ANN I. JONES~~ **RAFAEL A. ONGKENO JUDGE**
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

Exhibit A

EXHIBIT A
PERSONS EXCLUDED FROM CLASS

Joseph Williams

Exhibit B

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Attorneys for Plaintiff and the Proposed Settlement Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

HEATHER SEKSINSKY, individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

BOTANICAL HOSPITALITY GROUP
LLC., a California limited liability
company; and DOES 1 to 50, inclusive,

Defendants.

Case No. BC700061

CLASS ACTION

~~**[PROPOSED]**~~ **FINAL JUDGMENT**

Judge: Honorable Ann I. Jones
Date: November 12, 2019
Time: 11:00 a.m.

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

NOV 12 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: Dejane Wortham, Deputy
Dejane Wortham

**RECEIVED
LOS ANGELES SUPERIOR COURT**

OCT 18 2019

S. DREW

1
2 This matter came on regularly for hearing before this Court on November 12, 2019. The Court
3 has entered an Order Granting Final Approval (“Final Approval Order”) of the class action settlement
4 (the “Settlement Agreement”) between Plaintiff Heather Seksinsky, individually and on behalf of all
5 others similarly situated and Defendant Botanical Hospitality Group LLC (“Defendant”). In
6 conformity with California Rules of Court, Rule 3.769, the Final Approval Order, and Settlement
7 Agreement, **THE COURT HEREBY ENTERS FINAL JUDGMENT AS FOLLOWS:**

8 1. The Settlement Class is defined as: *All persons employed by either Defendant Botanical*
9 *Hospitality Group LLC or 603 N. La Cienega Boulevard LLC who worked as a non-exempt employee*
10 *at the West Hollywood location at any time during the Class Period.*

11 2. Defendants shall fund the settlement in the gross settlement amount of **\$464,000.00** in
12 accordance with the terms of the Settlement Agreement and the allocations set forth in the Final
13 Approval Order.

14 3. As of the Date of Finality, all Settlement Class members (other than the one opt-out as
15 identified in Exhibit A to the Final Order)¹ shall hereby be deemed to have released Defendant,
16 including its former and present parents, subsidiaries, successors, predecessors, alleged or actual joint
17 employers, and affiliated entities, and each of their former and current officers, directors, employees,
18 agents, shareholders, members, representatives, and assigns, including without limitation Botanical
19 Hospitality Group LLC, and 603 N. La Cienega Boulevard, LLC and (the “Released Parties”) from all
20 claims pleaded or that could have been pleaded based on the factual allegations in the operative
21 complaint in the Action that arose during the Class Period, including those under California Labor
22 Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 351, 512, 558, 558.1, 1174, 2802, 2698, and 2699
23 *et seq.*, under Business and Professions Code section 17200 *et seq.*, and under IWC Wage Orders
24 applicable to Defendant.

25 4. As noted, the objection by Class Member Alberto Baez was over-ruled as factually and
26 legally without merit.

27 ¹ Only one (1) Class Member, Alberto Baez, filed or submitted a written objection to the Settlement as part of this notice
28 process. The Court hereby over-rules the objection as factually and legally without merit (see Final Approval Order at ¶ 7).
Alberto Baez is bound by the terms of the Judgment.

1 5. The Court retains continuing jurisdiction over the Action and the Settlement, including
2 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the
3 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-
4 Judgment matters as may be appropriate under court rules or applicable law.

5 6. This Final Judgment is intended to be a final disposition of the above captioned action
6 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes
7 all claims released by the Settlement Agreement, against Defendant.

8
9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

10
11 DATED: NOV 12 2019

RAFAEL A. ONGKEKO JUDGE
HON. ~~ANN L. JONES~~ **RAFAEL A. ONGKEKO JUDGE**
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 3436 N. Verdugo Blvd., Suite 230, Glendale, CA 91208.

On November 12, 2019, I served the following document(s) described as

**NOTICE OF ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

SEE ATTACHED LIST

- ☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing with the United States Postal Service. Under that practice, it would be deposited with the United States Postal Service that same day in the ordinary course of business. Such envelope(s) were placed for collection and mailing with postage thereon fully prepaid at Los Angeles, California, on that same day following ordinary business practices. (C.C.P. § 1013 (a) and 1013a(3)). *See attached Service List.*
- ☐ **BY OVERNIGHT DELIVERY:** I deposited such document(s) in a box or other facility regularly maintained by the overnight service carrier, or delivered such document(s) to a courier or driver authorized by the overnight service carrier to receive documents, in an envelope or package designated by the overnight service carrier with delivery fees paid or provided for, addressed to the person(s) served hereunder. (C.C.P. § 1013(d)(e))
- ☐ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be served via CaseAnywhere to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. *See Attached Service List*

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on November 12, 2019 at Glendale, California.



ANDREW J. KEARNEY

SERVICE LIST

Aaron Colby Kyle Klein Paul Rodriguez Davis Wright Tremaine LLP 865 S. Figueroa St., 24th Fl. Los Angeles, CA 90017	<i>Attorneys for Defendant Botanical Hospitality Group LLC</i>
Joseph Williams (Opt-Out; Service through Settlement Administrator)	
Alberto Baez (Objector; Service through Settlement Administrator)	