

Electronically Received 03/15/2023 11:22 AM

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**FILED**  
Superior Court of California  
County of Los Angeles  
03/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By:                     A. Lim                     Deputy

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9 **SUPERIOR COURT OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**

11  
12 JESSICA FERRA, individually and on behalf of  
all others similarly situated ,

13  
14 Plaintiff,

15 vs.

16  
17 LOEWS HOLLYWOOD HOTEL, LLC, a  
18 Delaware corporation; and DOES 1 through 30,

19 Defendants.

Case No.: BC 586176

[Assigned for all purposes to Hon. Kenneth R. Freeman]

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

Action Filed: June 30, 2015

~~**PROPOSED**~~ **ORDER**

1  
2 Plaintiffs Jessica Ferra’s application for an Order Preliminarily Approving a Class Action  
3 Settlement and setting a hearing on final approval of the settlement was filed with the court on  
4 November 3, 2022, and came on for hearing in this Court on March 7, 2023 at 2:00 p.m. The  
5 Court has considered the Class Action Settlement Agreement (and its exhibits) (the “Settlement  
6 Agreement”) and all other papers filed in this action.

7 **FINDINGS:**

8 1. All defined terms contained herein shall have the same meanings as set forth in the  
9 Settlement Agreement (attached as Exhibit A to the Declaration of Dennis F. Moss filed with  
10 Plaintiff’s motion);

11 2. The Class Representative and Defendant, through their counsel of record in the  
12 Litigation, have reached an agreement to settle all claims in the Litigation on behalf of the Class as a  
13 whole;

14 3. The Court hereby conditionally certifies the following Class and sub-Class for  
15 settlement purposes only:

16 The "Ferra Class" means all persons employed by LOEWS who during the Class  
17 Period worked for LOEWS in California and had one or more pay periods with one or  
18 more meal break premium payments. The "Labor Code 203 Subclass" means all  
19 persons in the Ferra Class whose employment by LOEWS ended after May 22, 2022.  
20 (“Class Period”).

21 4. Should for whatever reason the Settlement Agreement and Judgment not become  
22 Final, the fact that the parties were willing to stipulate to certification of a class as part of the  
23 Settlement Agreement, and all documents filed in relation to the Settlement Agreement shall have no  
24 bearing on, or be admissible in connection with the issue of whether a class should be certified in a  
25 non-settlement context.

26 5. The Court appoints and designates: (a) Plaintiff Jessica Ferra as Class Representative;  
27 and appoints (b) Dennis F. Moss, Ari E. Moss and Jeremy F. Bollinger of Moss Bollinger, LLP, and  
28 Sahag Majarian II of the Law Offices of Sahag Majarian as Class Counsel authorized to act on  
behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant

1 to the Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement  
2 Agreement and its terms. Any Settlement Class Member (hereinafter, “Class Member” or  
3 “Settlement Class Member”) may enter an appearance through his or her own counsel at such Class  
4 Member’s own expense. Any Class Member who does not enter an appearance or appear on his or  
5 her own behalf will be represented by Class Counsel.

6 6. The Court hereby preliminarily approves the Settlement Agreement and the Gross  
7 Settlement Amount in the amount of \$778,005, which includes an approximate payout to Class  
8 Members of \$109,856, the payment of a service award to the Class Representative, the award of  
9 fees and costs to Class Counsel, and the administration costs to the Settlement Administrator. The  
10 Court approves notice to the Class of the proposed distribution, explained as follows: Out of the  
11 Gross Settlement Amount, (a) \$109,856 shall be paid to participating Class Members; (b) \$15,000 is  
12 to be paid to the Class Representative for her services to the Class; (c) a total of \$640,649 shall be  
13 paid to Class Counsel for attorneys fees which includes reimbursement of actual costs incurred up to  
14 \$28,170; and (d) the Settlement Administrator shall be paid for its fees and costs relating to the  
15 claims administration process which is expected to not exceed \$12,500. Defendant’s share of  
16 employee payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes) shall be paid by  
17 Defendant separate and apart from the Gross Settlement Amount.

18 7. The Court hereby determines that if Final Approval is granted, the Individual  
19 Settlement Payment checks will remain valid and negotiable for 180 days from the date of their  
20 mailing by the Settlement Administrator. To the extent that Individual Settlement Payment checks  
21 are uncashed 180 days after the date listed on the check (“180-day period”), the residue from  
22 uncashed Individual Settlement Payment checks shall be distributed to the Controller of the State of  
23 California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500 et  
24 seq., for the benefit of those Settlement Class Members who did not cash their checks until such  
25 time that they claim their property. Accordingly, this disposition results in no “unpaid residue” under  
26 California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to  
27 Settlement Class Members, whether or not they all cash their Settlement Checks.

28 8. The Court finds that on a preliminary basis the Settlement Agreement appears to be

1 within the range of reasonableness of a settlement, including the Class Representative service award,  
2 Class Counsel fees and costs, the settlement administration fees and the allocation of payments to  
3 Class Members, that could ultimately be given final approval by this Court. It appears to the Court  
4 on a preliminary basis that the settlement is fair, adequate and reasonable as to all potential Class  
5 Members when balanced against the probable outcome of further litigation relating to liability and  
6 damages issues. It also appears that extensive and costly investigation, research and court  
7 proceedings have been conducted so that counsel for the Parties are able to reasonably evaluate their  
8 respective positions. It appears to the Court that settlement at this time will avoid substantial  
9 additional costs by all Settling Parties, as well as avoid the delay and risks that would be presented  
10 by the further prosecution of the Litigation. It also appears that settlement has been reached as a  
11 result of intensive, serious and non-collusive, arms-length negotiations.

12 **NOW IT IS THEREFORE ORDERED**

13 1. A hearing (the “Final Fairness Hearing”) shall be held before this Court on August  
14 29, 2023 at 10:00 a.m. at the Superior Court of the State of California, County of Los Angeles to  
15 determine all necessary matters concerning the Settlement Agreement, including whether the  
16 proposed settlement of the action on the terms and conditions provided for in the Settlement  
17 Agreement is fair, adequate and reasonable and should be finally approved by the Court and whether  
18 a Judgment, should be entered herein.

19 2. The Court hereby approves, as to form and content, the Notice of Proposed Class  
20 Action Settlement to be sent to Class Members (Exhibit 1 to Exhibit A attached to the Declaration of  
21 Dennis F. Moss). Said notice shall be mailed to the appropriate class members in English and  
22 Spanish. The Court finds that distribution of the Class Notice to Class Members substantially in the  
23 manner and form set forth in the Settlement Agreement and this Order meet the requirements of due  
24 process and shall constitute due and sufficient notice to all parties entitled thereto.

25 3. The Court appoints and designates Phoenix Settlement Administrators as the  
26 Settlement Administrator. The Court hereby directs the Settlement Administrator to mail the  
27 approved Notice of Proposed Class Action Settlement to Class Members as contemplated in the  
28 Settlement Agreement (Exhibit A to the Declaration of Dennis F. Moss).

1           4.       Any Class Member may choose to opt out of and be excluded from the settlement as  
2 provided in the Settlement Agreement and Class Notice and by following the instructions for  
3 requesting exclusion. Any person who timely and properly opts out of the settlement will not be  
4 bound by the Settlement Agreement or have any right to object, appeal or comment thereon. Any  
5 Opt Out request must be signed by each such Class Member opting out and must otherwise comply  
6 with the requirements delineated in the Class Notice. Class Members who have not requested  
7 exclusion by submitting a valid and timely request to do so by the Opt Out Deadline shall be bound  
8 by all determinations of the Court.

9           5.       Any Class Member may object to the Settlement Agreement or express his or her  
10 views regarding the Settlement Agreement, and may present evidence and file briefs or other papers  
11 that may be proper and relevant to the issues to be heard and determined by the Court as provided in  
12 the Class Notice. Any Class Member who does not make his or her objection in the manner  
13 provided for in the Settlement Agreement and Class Notice shall be deemed to have waived such  
14 objection and shall forever be foreclosed from making any objection to the Settlement Agreement.

15           6.       Any Class Member who timely submits both an Opt-Out and an Objection shall be  
16 deemed to have waived his or her Objection and shall be excluded from the Class.

17           7.       Defendant must exercise any right it may have to terminate the Settlement Agreement  
18 not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel;  
19 late elections will have no effect and Defendant shall pay all cost of the Settlement Administrator  
20 incurred up to that date.

21           8.       Defendant represents that there are approximately 779 Class Members during the  
22 Class Period .

23           9.       The Motion for Final Approval shall be filed by Class Representatives no later than  
24 16 court days before the Settlement Fairness Hearing.

25           10.      In the event that the Effective Date occurs (as defined in the Settlement Agreement),  
26 all Settlement Class Members and Class Representatives will be deemed to have forever released  
27 and discharged the Released Claims applicable to them and waived their rights under California  
28 Civil Code § 1542 for the applicable Released Claims.

The Court approves the following Implementation Schedule: Event	Date
Last day for Defendant to provide Class Member data to Settlement Administrator for preparation of the Class Notice	March 29, 2023
Last day for Settlement Administrator to mail Notice and Form to Class Members	April 12, 2023
Last day for Class Members to challenge the calculation of their settlement shares	May 29, 2023
Last day for Class Members to submit opt-outs or objections to the Settlement	May 29, 2023
Last Day for Settlement Administrator to inform Parties how many Class Members made timely exclusion requests	June 5, 2023
Last Day for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	June 12, 2023
Last day for Settlement Administrator to provide declaration to Parties and Court re: mailing of Class Notice	July 14, 2023
Last day to file motion for final approval of class action Settlement with supporting documents and motion for Attorneys' Fees, Costs, and Enhance Award with supporting documents	July 28, 2023
Last day for Plaintiff and Defendant to respond to objections	August 22, 2023
Final Fairness & Approval Hearing	August 29, 2023
Last day for Defendant to provide Settlement Administrator with payment of all settlement amounts, including obligation to taxing authorities.	14 calendar days after Effective Date
Settlement Administrator to provide Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs (if Settlement is Effective)	180 calendar days after mailing of Settlement Awards

11. The Court reserves the right to adjourn or continue the date of the Final Fairness Hearing and all dates provided for in the Settlement Agreement without further notice to the Class, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement.

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IT IS SO ORDERED ADJUDGED AND DECREED.

DATED: T 28 & @ C E F A C E G H



A handwritten signature in black ink, appearing to read "Kenneth R. Freeman", is written over a horizontal line.

Judge of the Superior Court, County of Los Angeles

Kenneth R. Freeman / Judge