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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF LOS ANGELES**

19 ZACHARY KAHN, as an individual and on
20 behalf of all others similarly situated,

21 Plaintiff,

22 vs.

23 LOS ANGELES MAISON, LLC, a California
24 limited liability company; ACCOR
25 MANAGEMENT US INC.; and DOES 1
26 through 10, inclusive,

27 Defendants.

Case No.: 20STCV18592

[Assigned for all purposes to the Hon. David S.
Cunningham, Dept. SS-11]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTRY OF
JUDGMENT THEREON**

1 On January 25, 2023, the Court heard Plaintiff Zachary Kahn's motion for final approval of the
2 settlement set forth in Amended Stipulation of Class and Representative Action Settlement
3 ("Stipulation," or "Settlement Agreement") filed on July 22, 2022. Capitalized terms used in this
4 Judgment are as defined in the Settlement Agreement. The Court has considered all papers filed, and
5 the other information presented, and based on those papers and information presented,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

7 1. This Court has jurisdiction over the subject matter of the Action and over all parties to
8 the Action, including all members of the Settlement Class.

9 2. The Settlement Class is defined as the following: "All persons employed by Defendant
10 Los Angeles Maison, LLC in California as hourly-paid, non-exempt employees from April 2017
11 through the date of the Court's order granting preliminary approval [October 14, 2022]."

12 3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules
13 of Court, the Court grants final approval of the Settlement as set forth in the Settlement Agreement. For
14 settlement purposes only, the Court again finds that Plaintiff is an adequate representative of the
15 Settlement Class. The Court further again finds that Majed Dakak of Kesselman, Brantly & Stockinger,
16 LLP and Dennis S. Hyun of Hyun Legal APC have adequately represented the Settlement Class.

17 4. The Court finds that said Settlement is, in all respects, fair, reasonable, and adequate to
18 the Settlement Class when balanced against the probable outcome of extensive and costly litigation.
19 Substantial investigation and research have been conducted such that counsel for the Parties are
20 reasonably able to evaluate their respective positions. It appears to the Court that Settlement will avoid
21 substantial additional costs by all Parties, as well as the delay and risk that would be presented by
22 further prosecution of the Action. The Court finds the Settlement that has been reached is the result of
23 intensive, non-collusive, arm's-length negotiations, including two mediations with an experienced,
24 third-party neutral.

25 5. The Court determines that the Parties complied with the distribution of the Notice of
26 Proposed Class and Representative Action Settlement ("Class Notice") in the manner and form set
27 forth in the Preliminary Approval Order, and that the Class Notice provided to the Settlement Class
28 was the best notice practicable under the circumstances and constituted due and sufficient notice to all

persons entitled to such notice.

6. The procedures required by the Preliminary Approval Order have been carried out and satisfy due process requirements such that all absent Settlement Class Members have been given the opportunity to participate fully in the exclusion and the approval process.

7. There was one valid Request for Exclusion to the Settlement in response to the Class Notice submitted by Faith Oreaboe. This class member shall not be bound by the Class Settlement and shall not be bound by the Class Released Claims.

8. The Settlement Class, including Plaintiff and all the Settlement Class Members who have not submitted a valid and timely Request for Exclusion, shall be deemed conclusively to have made the following releases as set forth in the Settlement Agreement, which shall have the force and effect of *res judicata* as to each of them:

“Released Parties” means Defendants and their affiliated, predecessor and successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents, shareholders, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

Upon full payment of the GSA by Defendants to the Settlement Administrator, all Participating Class Members will release the Released Parties from any and all claims under the California Labor Code and PAGA arising from, or relating to, the factual allegations pled in the operative complaint for any acts occurring during the Settlement Period.

9. All Participating Class Members who did not opt-out shall be bound by all of the releases and other terms of the Settlement Agreement and this Judgment, whether or not they actually receive or cash their checks for their Individual Settlement Payments, and shall not be permitted to seek any further payment or any personal relief of any kind, including any payment for damages, wages, compensation, fees, costs, penalties, or interest, other than their respective Individual Settlement Payments, on account of the Released Claims.

10. Aggrieved Employees shall release the following claims:

“PAGA Released Claims” means any and all claims under California Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, arising from, or relating to, the factual allegations pled in the operative complaint and in Plaintiffs’ written notices submitted to the LWDA for any acts occurring during the PAGA Period.

Upon full payment of the GSA by Defendants, all Aggrieved Employees will release the Released Parties from the PAGA Released Claims,

1 regardless of whether the Aggrieved Employee opts-out of the class
2 settlement. In other words, Aggrieved Employees cannot opt-out of the
PAGA Payment and the PAGA Released Claims.

3 11. The Court approves a class representative enhancement award in the amount of \$7,500 to
4 Plaintiff, which the Court determines to be fair and reasonable.

5 12. The Court awards \$116,666.66 in attorneys' fees to Class Counsel, which the Court
6 determines to be fair and reasonable.

7 13. The Court awards \$18,940.62 in costs to Class Counsel, which the Court determines to
8 be fair and reasonable.

9 14. The Court approves a payment of \$26,250.00 to California's Labor and Workforce
10 Development Agency.

11 15. The Court approves a payment of \$7,600.00 to Simpluris, Inc. for its services as
12 settlement administrator.

13 16. The Court directs the Parties to effectuate the Settlement according to the terms of the
14 Settlement Agreement, including payment to Participating Class Members in accordance with the
15 terms of the Settlement Agreement.

16 17. The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth
17 in the Settlement Agreement and/or this Judgment.

18 18. The Court hereby enters final judgment in this case in accordance with the terms of the
19 Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the
20 Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the
21 action and the Parties, including all Settlement Class Members, for purposes of enforcing and
22 interpreting this Order and the Settlement.

23 19. Notice of Entry of this Judgment may be served on the Settlement Class through service
24 upon Class Counsel and posting on the Settlement Administrator's website.

25 20. The Parties are directed to file the Settlement Administrator's report and amended
26 judgment with the Court on or before _____. The Court sets a compliance hearing for
27 _____ a.m./p.m. on _____. In the event that the Court
28

1 finds that the declaration satisfactory and signs the amended judgment, the compliance hearing shall be
2 vacated and taken off-calendar.

3 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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5 Dated: _____, 2023
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8 _____
9 Hon. David S. Cunningham
10 Judge of the Superior Court
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