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FILED
Superior Court of California
County of Los Angeles

05/02/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

Attorneys for Plaintiffs Mark Sullivan, Jenna Johnson and Christine Renaud

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARK SULLIVAN, JENNA JOHNSON
and CHRISTINE RENAUD, individually,
and on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

ACE HOTEL DOWNTOWN LA, LLC a
California Limited Liability Company, and
ACE HOTEL GROUP, LLC a New York
Limited Liability Company, and DOES 1
through 10, inclusive,

Defendants.

Case No.: 21STCV15195

[Assigned For All Purposes to
Hon. Elihu M. Berle]

**~~SECOND AMENDED~~ [PROPOSED]
JUDGMENT**

Date: April 3, 2023
Time: 9:00 a.m.
Place: Department 6

JUDGMENT

Pursuant to the Order Granting the Motion for Final Approval of the Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments ("Order"), it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with, and incorporates by reference the findings of, the Court's Order and the Amended Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement"). Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. As provided by the Order, all Class Members, except for Alexandra "Sasha" Lebedeva, who opted out from the Settlement, are barred from pursuing, or seeking to reopen, any of the Settled Claims. Consistent with the definitions provided in the Settlement Agreement, the Settlement Class consists of: All current and former non-exempt, hourly paid servers and bartenders who worked at Defendant's Downtown Los Angeles location and who worked at Defendant's Downtown Los Angeles location as a non-exempt employee for Defendant from April 21, 2017 through May 14, 2022, with the exception of Alexandra "Sasha" Lebedeva, who timely elected to opt out of the Settlement Class.

3. All Participating Class Members have released and forever discharged the Released Parties for any and all Settled Claims:

Any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, reasonably related to or arising out of the factual allegations pled in the operative First Amended Complaint in the Action, including all claims that have been or could have been pled as wage and hour violations and related penalties and interest under California law, including all claims made and that could have been made in such pleading reasonably related to or arising out of the factual allegations therein that each Named Plaintiff or Class Member had, now has, or may hereafter claim to have against the Released Parties during the Class Period. The Settled Claims include but are not limited to claims for any alleged or actual failures to timely, fully, properly, or completely pay any minimum wages, regular wages, overtime premium wages, meal or rest period premium wages, or other wages owed to the Class; any and all alleged or actual failures to comply with meal or rest period requirements; any alleged or actual failures to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any and all alleged or actual failures to fully or properly reimburse or indemnify for any and all employment-related expenses; any and all alleged or actual failure to provide reporting time pay or split shift premiums; any and all alleged or actual failures to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all alleged or actual unfair business practices; any and all alleged or actual failure to properly pay tips and gratuities; any and all alleged or actual failures to keep accurate

1 records; and any and all alleged or actual failures to pay any interest or penalties
2 owed as a result of any and all of the foregoing. Named Plaintiffs and Settlement
3 Class Members will release Defendant and Released Parties from all remedies that
4 could be claimed in connection with the Settled Claims, including but not limited
to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive
damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief.

5 4. Additionally, all PAGA Members and the LWDA have released and forever discharged
6 the Released Parties for any and all Settled PAGA Claims: Any of the Settled Claims that may serve as a
7 basis for any claim under the Private Attorneys General Act ("PAGA") for any of the alleged California
8 Labor Code violations in the Complaint and/or Plaintiffs' PAGA notice to the LWDA which occurred
9 during the PAGA Period. Named Plaintiffs and PAGA Members and the LWDA will release Defendant
10 and Released Parties from all remedies that could be claimed in connection with the Settled PAGA
11 Claims, including but not limited to, statutory, constitutional, contractual damages, unpaid costs,
12 penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief.

13 5. Without affecting the finality of the Judgment, the Court shall retain exclusive and
14 continuing jurisdiction over the above-captioned action and the parties, including all Participating Class
15 Members, for purposes of enforcing the terms of the Judgment entered herein.

16 6. The parties shall file a joint status report and a declaration from the Settlement
17 Administrator advising the Court of the status of the distribution of settlement funds no later than
18 November 24, 2023. The Court will hold Order to Show Cause Re: Compliance with the Terms of the
19 Settlement on December 1, 2023 at 8:30 a.m.

20 7. This document shall constitute a judgment (and separate document constituting said
21 judgment) for purposes of California Rules of Court, Rule 3.769(h).

22 8. Plaintiffs shall give notice of this Judgement to Class Members, pursuant to rule 3.771 of
23 the California Rules of Court, by posting an electronic copy of the Judgement on the Settlement
24 Administrator's website.

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

26
27 Dated: 5-02-23



Elihu M. Berle

Hon. Elihu M. Berle
Los Angeles County Superior Court Judge
Elihu M. Berle / Judge

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JUDGMENT

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of
4 18 and not a party to the within suit; my business address is 11755 Wilshire Blvd, Suite 1250,
Los Angeles, California 90025. My electronic address is arnab@bannerlawgroup.com.

5 On **April 25, 2023**, I served the document(s) described as:

6 **SECOND AMENDED [PROPOSED] JUDGMENT**

7
8 on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof
9 ☐ to interested parties as follows [or] ☒ as stated on the attached service list:

10 **Evelyn Wang**
11 **Alexa Graumlich**
12 **Davis Wright Tremaine LLP**
13 **865 South Figueroa Street, Suite 2400**
14 **Los Angeles, CA 90017**

15 ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the
16 envelope(s) for mailing in the ordinary course of business at Los Angeles, California.
I am “readily familiar” with this firm’s practice of collection and processing
correspondence for mailing. Under that practice, sealed envelopes are deposited with
the U.S. Postal Service that same day in the ordinary course of business with postage
thereon fully prepaid at Los Angeles, California.

17 ☒ **BY ELECTRONIC SERVICE:** I hereby certify that this document was served from
18 Los Angeles, California, by electronic service, on the parties listed herein at their e-
mail address of record in this action, or e-mail address registered to the electronic
service administrator.

19 ☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of
20 collection and processing correspondence for overnight delivery. Under that
21 practice, overnight packages are enclosed in a sealed envelope with a packing slip
attached thereto fully prepaid. The packages are picked up by the carrier at our
offices or delivered by our office to a designated collection site.

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

24 Executed this **April 25, 2023**, at Los Angeles, California.

25 Arnab Banerjee
26 Type or Print Name

27 
28 Signature