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12 Attorneys for Plaintiff

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF KERN**

15 LILIANA ANDERSON, on behalf of
16 herself and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 RAMM HOSPITALITY, INC., a
21 California Corporation; PRIME
22 HOSPITALITY SERVICES, LLC, a
23 California Limited Liability Company;
24 and DOES 1 through 50, inclusive,

25 Defendants.

Case No. BCV-21-101048

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: December 12, 2023

Hearing Time: 8:30 a.m.

Judge: Hon. David R. Zulfa
Div.: J

Date Filed: May 10, 2021

Trial Date: Not set

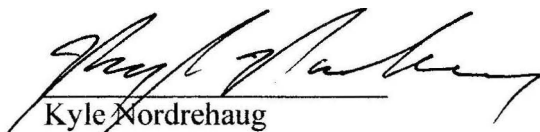
1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on December 12, 2023, the Court entered the Final
3 Approval Order and Judgment in the above entitled action. A true and correct copy of the Final
4 Approval Order and Judgment is attached hereto as Exhibit #1.

5 Respectfully submitted,

6
7 Dated: December 20, 2023

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

9
10 By: 
11 Kyle Nordrehaug
12 Attorneys for Plaintiff
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On December 20, 2023, I served the document(s) described as:

1. NOTICE OF ENTRY OF JUDGMENT

X **(BY ELECTRONIC SERVICE):** Pursuant to the provisions of CCP §1010.6, I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following confirmed e-mail addresses:

LEBEAU THELEN, LLP
Daniel K. Klingenger
Matthew M. Brady
5001 East Commercenter Dr., Ste 300
P. O. Box 12092
Bakersfield, CA 93389-2092

Attorneys for Defendants
RAMM HOSPITALITY, INC. and PRIME
HOSPITALITY SERVICES, LLC

T: 661-325-8962; F: 661-325-1127

Emails:
dklingenger@lebeauthelen.com
mbrady@lebeauthelen.com
jchamberlain@lebeauthelen.com
srucker@lebeauthelen.com

X **(ONLINE TO THE LWDA):** I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 20, 2023, at La Jolla, California.


Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
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Attorneys for Plaintiff

FILED
KERN COUNTY SUPERIOR COURT
12/12/2023
BY Urena, Veronica
DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

LILIANA ANDERSON, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiff,

vs.

RAMM HOSPITALITY, INC., a California
Corporation; PRIME HOSPITALITY
SERVICES, LLC, a California Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: BCV-21-101048

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: December 12, 2023
Hearing Time: 8:30 a.m.

Judge: Hon. David R. Zulfa
Div.: J

Date Action Filed: May 10, 2021
Trial date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The unopposed motion of Plaintiff Liliana Anderson (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants
3 Ramm Hospitality, Inc. and Prime Hospitality Services, LLC (“Defendants”), attorneys’ fees and
4 costs, service payment, and the expenses of the Administrator duly came on for hearing on
5 December 12, 2023 before the Honorable David R. Zulfa.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Kern, and over all Parties to
13 this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Seventy-Five
16 Thousand Dollars (\$475,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On August 1, 2023, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about October 6, 2023. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was November 20, 2023, which date for re-mailings was extended by fourteen (14)
15 days. There was an adequate interval between notice and the deadline to permit Class Members to
16 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
17 Class Members to participate in this hearing, and all Class Members and other persons wishing to
18 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jeffrey Krivis, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiff's and Class Counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. No requests for exclusion were received.

7 e. The participation rate was high. 214 Class Members will be mailed a
8 settlement payment, representing 100% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$158,333 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$17,103.27 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and billing statement.

22 **Class Representative Service Payment**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
25 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
26 the risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in
27 bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$12,050.00 in fees and expenses, and this amount is reasonable
7 considering the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
10 Amount of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
15 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who were employed by Defendants in
17 California and classified as an hourly, non-exempt employee at any time during the PAGA Period
18 (May 10, 2020 through February 4, 2023). Pursuant to Labor Code section 2699, subdivision
19 (l)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not
20 indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

21 **II.**

22 **ORDERS**

23 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

24 15. The Class is certified for the purposes of settlement only. The Class is consists of
25 "all individuals who were employed by Defendants in California and classified as an hourly, non-
26 exempt employee at any time during the Class Period." The Class Period is May 10, 2017 through
27 February 4, 2023.
28

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
3 no individuals who requested exclusion.

4 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
5 best interest of the Class.

6 18. Class Counsel are awarded attorneys’ fees in the amount of \$158,333 and costs in
7 the amount of \$17,103.27. Class Counsel shall not seek or obtain any other compensation or
8 reimbursement from Defendants, Plaintiff or members of the Class.

9 19. The payment of Class Representative Service Payment in the amount of \$10,000 to
10 the Plaintiff is approved.

11 20. The payment of \$12,050.00 to the Administrator for its fees and expenses is
12 approved.

13 21. The PAGA Penalties of \$10,000 is approved and is to be distributed in accordance
14 with the Agreement.

15 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
16 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
17 entry.

18 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
19 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
20 any wrongdoing by Defendants or that this Action is appropriate for class or representative
21 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
22 the Agreement, nor any document referred to herein, nor any action taken to carry out the
23 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
24 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
25 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
26 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
27 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
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1 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
2 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
3 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
4 Released Class Claims and/or Released PAGA Claims.

5 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
6 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
7 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
8 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
9 to individual Class Members.

10 25. If the Agreement does not become final and effective in accordance with the terms
11 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
12 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
13 revert to their respective positions as of before entering into the Agreement, and expressly reserve
14 their respective rights regarding the prosecution and defense of this Action, including all available
15 defenses and affirmative defenses, and arguments that any claim in the Action could not be
16 certified as a class action and/or managed as a representative action.

17 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

18 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
19 Plaintiff, and all members of the Class, shall take nothing in the Action.

20 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

24 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
25 provided in the Agreement and in this Final Approval Order and Judgment.

26 29. Effective on the date when Defendant fully fund the Gross Settlement Amount and
27 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
28

1 Participating Class Members, Aggrieved Employees and the LWDA will release claims against all
2 Released Parties as follows:

3 (a) All Participating Class Members, on behalf of themselves and their
4 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
5 and assigns, release Released Parties from the Released Class Claims. The “Released Class
6 Claims” are all claims that were alleged, or reasonably could have been alleged, based facts stated
7 in the Operative Complaint which occurred during the Class Period. Except as expressly set forth
8 in this Agreement, Participating Class Members do not release any other claims, including claims
9 for vested benefits, wrongful termination, violations of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers’ compensation, or Class claims based
11 on facts occurring outside the Class Period.

12 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
13 of themselves and their respective former and present representatives, agents, attorneys, heirs,
14 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
15 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
16 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
17 Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include
18 other PAGA claims, underlying wage and hour claims, claims for wrongful termination, violations
19 of the Fair Employment and Housing Act, discrimination, unemployment insurance, disability,
20 social security, worker’s compensation, and PAGA claims outside of the PAGA Period.

21 (c) Plaintiff and his or her respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
23 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
24 the Class Period, whether known or unknown, including, but not limited to: (a) all claims that
25 were, or reasonably could have been, alleged, based on the facts contained, in the Operative
26 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on
27 facts contained in the Operative Complaint, Plaintiff’s PAGA Notice, (c) all tort claims, contract
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1 claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy
2 claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims,
3 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, (d) all claims
4 arising under any federal, state or other governmental statute, law, regulation or ordinance,
5 including, but not limited to claims for violation of the Fair Labor Standards Act, the California
6 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage
7 and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act
8 (ADEA), Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing
9 Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower
10 Protection Act, California Business & Professions Code Section 17200 et seq., and (e) any and all
11 claims arising under any federal, state or other governmental statute, law, regulation or ordinance
12 ("Plaintiff's Release") as fully set forth in the Agreement.

13 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
14 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
15 Administrator shall transmit the funds represented by such checks to Court Appointed Special
16 Advocates (CASA) of Kern County consistent with Code of Civil Procedure Section 384(b).

17 31. The Court hereby enters judgment in the entire Action as of the filing date of this
18 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
19 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
20 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
21 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23
24 Dated: Signed: 12/12/2023 04:55 PM



25
26 HON. DAVID R. ZULFA
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA