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

DANGELO RANDLE-TATUM an
individual, on behalf of himself and others
similarly situated

PLAINTIFF,

v.

HOPDODDY BURGER BAR, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV21015

[Case Assigned for All Purposes to Hon.
Yvette M. Palazuelos in Dept. 9]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: May 16, 2023

Time: 10:00 AM

Dept.: 9

Complaint Filed: June 4, 2021

FAC Filed: September 16, 2021

Trial Date: None Scheduled

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

2 The above captioned Action is a class action and representative action lawsuit brought by
3 Plaintiff DANGELO RANDLE-TATUM (“Plaintiff”) against Defendant HOPDODDY BURGER
4 BAR, INC. (“Defendant”) (Plaintiff and Defendant, together the “Parties”). The Motion for Final
5 Approval of Class Action Settlement came before this Court on May 16, 2023.

6 **WHEREAS**, Judge Yvette M. Palazuelos granted preliminary approval of the Amended
7 Joint Stipulation of Class and Representative Action Settlement and Release of Claims
8 (“Settlement Agreement”), attached to the concurrently-filed Declaration of Kelsey M. Szamet as
9 Exhibit “1”, on December 19, 2022.

10 **WHEREAS**, Plaintiff DANGELO RANDLE-TATUM has applied to the Court for an
11 order granting final approval of the Settlement Agreement.

12 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
13 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
14 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
15 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
16 Szamet, Emil Davtyan, Dangelo Randle-Tatum, and Cassandra Polites of ILYM Group, Inc.; and
17 the supporting documents annexed thereto, now finds:

18 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

19 1. The Court has personal jurisdiction over all Class Members¹ and that the Court has
20 subject matter jurisdiction to approve the Settlement;

21 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
22 in compliance with California Code of Civil Procedure, the California and United States
23 Constitutions (including the due process clauses), the California Rules of Court and any other
24 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
25 finally approved in all respects.

26 3. The Parties are hereby directed to perform the terms of the Settlement as described

27 _____
28 ¹ All capitalized terms herein shall have the meaning ascribed to them in the Settlement Agreement unless otherwise defined.

1 in the Settlement Agreement according to its terms and provisions.

2 4. The Settlement Agreement is binding on Plaintiff and all other Class Members,
3 except those timely and properly filed Requests for Exclusions, as well as their heirs, executors,
4 and administrators, successors, and assigns.

5 5. There is one (1) valid request for exclusion.

6 6. There are zero (0) valid objections.

7 7. It is ordered that the Settlement Class is certified for settlement purposes only. The
8 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
9 questions of law and fact involved because in the context of the Settlement: (i) there are questions
10 of law and fact common to the Class Members which, as to the Settlement and all related matters,
11 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
12 the Class Members; and (iii) in negotiating, entering into and implementing the Settlement,
13 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
14 of the Class Members.

15 8. The Court finds that the Notice of Class Action Settlement and notice methodology
16 implemented pursuant to this Settlement (i) constituted the best practicable notice; (ii) constituted
17 notice that was reasonably calculated, under the circumstances, to apprise Class Members of the
18 pendency of the Action, their right to object to or exclude themselves from the proposed Settlement
19 and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due,
20 adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable
21 requirements of the California Code of Civil Procedure, the California and United States
22 Constitution (including the Due Process Clause), the California Rules of Court and any other
23 applicable law.

24 9. The Class is hereby made final. The Class is defined as all current and former non-
25 exempt employees who were employed by Defendant in California at any time from June 4, 2017
26 through May 8, 2022.

27 10. The PAGA Members are hereby made final. The PAGA Members are defined as
28 all current and former non-exempt employees who were employed by Defendant in California at

any time from June 4, 2020 through May 8, 2022.

11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and the Class Members release Defendant and any and all affiliated predecessor and successor entities, including without limitation HiBar Hospitality Operations, LLC, and each such entity's respective present and former subsidiaries, affiliates, parents, agents, employees, members, investors, partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors and assigns ("Released Parties") from any and all claims reasonably related to or arising out of the factual allegations pled in the operative pleading in the Lawsuit, 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 during the Class Period. The Released Class 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 or premiums owed to the Settlement 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 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; and any and all alleged or actual failures to pay any interest or penalties owed as a result of any and all of the foregoing. Plaintiff and Class Members will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Class Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief from June 4, 2017 through May 8, 2022.

12. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and the PAGA Members release Defendant and the Released Parties from any and all claims for civil

1 penalties pursuant to PAGA that are reasonably related to or arising out of the factual allegations
2 in the operative pleading in the Lawsuit and/or Plaintiff's PAGA notice to the LWDA which
3 occurred during the PAGA Period (collectively, the "Released PAGA Claims"). Plaintiff and
4 PAGA Members will release Defendant and the Released Parties from all remedies that could be
5 claimed in connection with the Released PAGA Claims including but not limited to, statutory,
6 constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys'
7 fees, litigation costs, restitution, and equitable relief from June 4, 2020 through May 8, 2022.

8 13. The Settlement Agreement is not an admission by Defendant, nor is this Final Order
9 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
10 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
11 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
12 wrongdoing on the part of Defendant.

13 14. Plaintiff and all Class Members who have not been timely and properly excluded
14 from the Settlement Class, and any person acting on their behalf, are permanently barred and
15 enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
16 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
17 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
18 jurisdiction based on the Released Class Claims and/or Released PAGA Claims; and (ii)
19 organizing such non-excluded Class Members into a separate class for purposes of pursuing as a
20 purported class action (including by seeking to amend a pending complaint to include class
21 allegations, or by seeking class certification in a pending action) any lawsuit based on or relating
22 to the Released Class Claims and/or Released PAGA Claims.

23 15. The Settlement Agreement provides that the Gross Settlement Amount is Six
24 Hundred and Fifty Thousand Dollars and zero cents (\$650,000.00). The Net Settlement Amount
25 shall be determined according to the terms of the Settlement Agreement.

26 16. The Court orders the calculations and the payments to be made and administered in
27 accordance with the terms of the Settlement Agreement.

28 17. The Court hereby finds that Plaintiff and Class Counsel adequately represented the

1 Settlement Class for purposes of entering into and implementing the Settlement. The Court hereby
2 confirms Kingsley & Kingsley, APC and Davtyan Law Firm, Inc. as Class Counsel in the Action.

3 18. The Court hereby finds the unopposed application of Class Counsel for a costs and
4 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
5 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$216,666.67
6 shall be paid for attorney fees and \$15,000.00 shall be paid for litigation costs.

7 19. The unopposed application of Class Counsel for a Service Award is hereby granted.
8 Of the Gross Settlement Amount, a \$7,500.00 enhancement award shall be allocated to Named
9 Plaintiff DANGELO RANDLE-TATUM.

10 20. The unopposed application of Class Counsel for claims administration fees to
11 ILYM Group, Inc. or the designated claim administrator is hereby granted. Of the Gross
12 Settlement Amount, \$13,700.00 shall be paid for settlement administration fees.

13 21. The Court approves the PAGA Payment in the amount of \$35,000.00 The Court
14 approves 75% of the PAGA Payment being allocated to the LWDA in the amount of \$26,250.00.
15 The Court further directs that the remaining 25% of the PAGA Payment, in the amount of
16 \$8,750.00 shall be allocated to the PAGA Members.

17 22. If a Class Member and/or PAGA Member does not cash his or her settlement check
18 within 180 days, the uncashed funds shall be transmitted by the Settlement Administrator to the
19 California State Controller's Office - Unclaimed Property Fund in the name of the Participating
20 Class Member who did not negotiate his or her Individual Settlement Payment check.

21 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
22 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
23 Agreement.

24 24. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. § 664.4, the Court
25 shall retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well
26 as the administration and enforcement of the terms of the Settlement of this action to enforce the
27 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
28 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the

1 administration and enforcement of the Settlement. Any disputes or controversies arising with
2 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
3 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
4 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
5 of the Settlement Agreement.

6 25. This Final Order shall constitute a final judgment.

7 26. The Court hereby dismisses the Action (including all individual claims and
8 Released Class Claims and Released PAGA Claims presented thereby) with prejudice, without
9 fees or costs to any party except as provided in the Settlement Agreement.

10
11 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

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 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 20, 2023, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

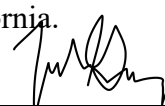
Janet Grumer Evelyn Wang Tiffanie de la Riva jgrumer@dwt.com evelynwang@dwt.com tiffaniedelariva@dwt.com Davis Wright Tremaine LLP 865 South Figueroa Street, 24th Floor Los Angeles, CA 90017-2566	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 400 N. Brand Blvd, Suite 700 Glendale, CA 91203
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[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE) On interested parties set forth on the attached service list.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 20, 2023, at Los Angeles, California.


Taylor Gregg