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ARMANDO LEMUS

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

KAILEE WHITTAKER, on behalf of herself,
the State of California, and others similarly
situated and aggrieved,

Plaintiff,

vs.

YHB LONG BEACH, LLC, a California limited
liability company; L.A. KOREANA, INC., a
California corporation; and DOES 1-100,
Inclusive,

Defendants.

CASE NO. 22STCV34593

Assigned for All Purposes to:
Hon. Carolyn B. Kuhl
Dept. SSC-12

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND REQUEST FOR ATTORNEY'S
FEES AND COSTS**

Date: September 4, 2024
Time: 10:30 a.m.
Dept.: SSC-12

FILED
Superior Court of California
County of Los Angeles

01/29/2025

David W. Saylor, Executive Officer / Clerk of Court

By: L. McGreene Deputy

1 The Court, having read the papers filed with regard to Plaintiffs' motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
7 Declaration of Brandon Brouillette (filed on or about June 27, 2023) (the "Settlement
8 Agreement"), is the product of arms-length negotiations between the parties and the terms of the
9 Settlement Agreement are fair, reasonable, adequate, and in the best interests of the Settlement
10 Class. The Settlement Agreement therefore is finally approved, and its terms incorporated herein.
11 The Court orders the parties to the Settlement Agreement to perform forthwith their respective
12 duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its August
14 2, 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all persons
16 employed by Defendants YHB Long Beach LLC and L.A. Koreana, Inc. (together "Defendants")
17 in California and classified as a non-exempt hourly employee who worked for Defendants during
18 the Class Period of May 3, 2018 to the earlier of June 19, 2023, ^{Ms. Rufina Rodriguez has opted out} of the class and is not bound by the
release.

19 4. The Court adjudges Plaintiffs and the Participating Class Members to have
20 released and forever discharged the Released Parties (as defined in the Settlement Agreement), to
21 the fullest extent permitted by law, from (i) all claims that were alleged, or reasonably could have
22 been alleged, based on the facts stated in the Operative Complaint, including, (a) any and all
23 claims involving any alleged failure to pay unpaid minimum wages, unpaid overtime wages,
24 violation of the Long Beach Municipal Code, failure to provide meal periods, failure to provide
25 rest periods, violations of Labor Code Section 226, failure to timely pay all wages due upon
26 separate of employment, failure to reimburse for business expenses, unpaid sick leave, and unfair
27 competition during the Class Period. Participating Class Members' only release these claims for
28 the duration of the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement,

1 Participating Class Members do not release any other claims, including claims for vested benefits,
2 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
3 insurance, disability, social security, workers' compensation, or claims based on facts occurring
4 outside the Class Period.

5 5. The Court further adjudges all Aggrieved Employees, on behalf of themselves and
6 their respective former and present representatives, agents, attorneys, heirs, administrators,
7 successors, and assigns, to have released the Released Parties from all claims for PAGA penalties
8 that were alleged, or reasonably could have been alleged, based on the facts stated in the
9 Operative Complaint and the PAGA Notice, including, any and all claims involving any alleged
10 failure resulting in unpaid minimum wages, unpaid overtime wages, violation of the Long Beach
11 Municipal Code, failure to provide meal periods, failure to provide rest periods, violations of
12 Labor Code Section 226, failure to timely pay all wages due upon separate of employment, failure
13 to reimburse for business expenses, and unpaid sick leave. Aggrieved Employees only release
14 these claims for the duration of the PAGA Period.

15 6. The Settlement Administrator is ordered to distribute to the participating Class
16 Members their respective individual settlement payments from the Net Settlement Amount as
17 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
18 the check void date shall be forwarded to the California State Controller's Unclaimed Property
19 Fund. No funds shall revert to Defendants.

20 7. The Court further orders that the Class Members be provided with notice of this
21 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
22 copy of this Order and Judgment on its website for sixty (60) days.

23 8. The Court approves an award of attorney's fees to Class Counsel's in the amount
24 of \$207,735.49, and an award of costs and expenses in the amount of ~~\$15,077.19~~ ^{\$15,000.00}. Such amounts
25 shall be paid as provided in the Settlement Agreement. The fee award is reasonable in light of the
benefit obtained for the class.

26 9. The Court approves service awards to Plaintiffs and Class Representatives Kailee
27 Whittaker and Armando Lemus in the amount of \$7,500.00 each. Such amounts shall be paid as
28 provided in the Settlement Agreement.

1 10. The Settlement Agreement provides the Settlement Administrator, Phoenix
2 Settlement Administrators, shall be paid from the Gross Settlement Amount and, as set forth in
3 the Declaration of Jarrod Salinas, the Settlement Administrator is owed \$^{\$9,500.00}__,000.00 for services
4 rendered and to be rendered in administering the settlement. The Court therefore orders that
5 Phoenix be paid the amount of \$9,500.00 from the Gross Settlement Amount consistent with the
6 terms of the Settlement Agreement.

7 11. The Court further approves \$50,000.00 for resolution of Plaintiffs' claims under
8 the Private Attorney's General Act, and finds that settlement of the Plaintiffs' PAGA claims is
9 fair, reasonable and adequate, and satisfies the purposes underlying PAGA. The Settlement
10 Administrator is ordered to distribute to the California Labor & Workforce Development Agency
11 and the Aggrieved Employees their respective settlement payments from PAGA Penalties as
12 provided under PAGA and in the Settlement Agreement.

13 12. A non-appearance case review is set for ^{November 17, 2025}~~August 12, 2025, at 8:30 a.m.~~, in
14 Department SSC-10 of the Los Angeles County Superior Court. The parties are ordered to file a
15 joint compliance report no later than ten (10) calendar days before the compliance hearing.

16 13. Under California Rule of Court 3.769(h), without affecting the finality of this
17 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
18 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
19 judgment contemplated becomes effective and each and every act agreed to be performed by the
20 parties has been performed under the terms of the Settlement Agreement; (2) any other action
21 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
22 enforcement, construction, and interpretation of the Settlement Agreement.

23 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
24 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
25 This Order is not a finding of the validity or invalidity of any claims in this action or a
26 determination of any wrongdoing by any party. The final approval of the parties' settlement will
27 not constitute any opinion, position or determination of this Court as to the merits of the claims or
28 defenses of any party.

1 15. Judgment is hereby entered as follows: Plaintiffs Kailee Whittaker and Armando
2 Lemus, and the Participating Class Members, consisting of all persons employed by Defendants
3 in California and classified as a non-exempt hourly employee who worked for Defendants during
4 the Class Period of May 3, 2018 to the earlier of June 19, 2023, who have not otherwise opted
5 out, shall take nothing from Defendants, except as set forth in the Settlement Agreement.

6 16. The Court shall retain jurisdiction over the parties to interpret, implement and
7 enforce this Judgment.

8
9 Dated: 01/29/2025



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
Judge of the Superior Court