

(SIGNATURE)

PLAINTIFF/PETITIONER: ELIZABETH MORA
 DEFENDANT/RESPONDENT: IHG MANAGEMENT (MARYLAND) LLC et al

CASE NUMBER:
 23STCV13726

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 500 N Central Ave, Suite 840, Glendale, CA 91203

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

VIA EMAIL +
 ONLINE SUBMISSION
 TO LWDA

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): 8-27-24
 b. from (*city and state*): GLENDALE, CA

4. The envelope was addressed and mailed as follows:

- | | |
|---|---------------------------|
| a. Name of person served:
Marlene Moffitt, Esq. via email marlene.moffitt@ogletree.com | c. Name of person served: |
| Street address: | Street address: |
| City: | City: |
| State and zip code: | State and zip code: |
| b. Name of person served:
Labor and Workforce Development Agency (LWDA) | d. Name of person served: |
| Street address: VIA ON LINE SUBMISSION | Street address: |
| City: | City: |
| State and zip code: | State and zip code: |

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

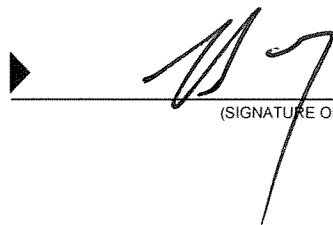
5. Number of pages attached:

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

Date: 8-27-24

HAROUT MESSRELIAN

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

HAROUT MESSRELIAN (SBN: 272020)
MESSRELIAN LAW INC.
500 N. Central Ave., Suite 840
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Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

08/14/2024

David W. Slayton, Executive Officer / Clerk of Court

By: S. Temblador Deputy

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

ELIZABETH MORA, on behalf of herself,
the state of California, and the Aggrieved
Employees

Plaintiff,

vs.

IHG MANAGEMENT (MARYLAND)
LLC; InterContinental Hotels Group
Resources, LLC; Intercontinental Hotels of
San Francisco, Inc.; Inter-Continental Hotels
Corporation; Six Continents Hotels, Inc.;
KHRG Huntington Beach LLC; KHRG
Argyle LLC; KHRG Wilshire LLC; KHRG
Westwood LLC; KHRG NPC LLC; KHRG
Sacramento LLC; KHRG Employer, LLC;
KHRG SF Wharf LLC; Kimpton Hotel &
Restaurant Group, LLC; KHRG Canary
LLC; KHRG La Peer LLC; KHRG SFD
LLC; KHRG SF Wharf U2 LLC; KHRG
Sutter LLC; KHRG Sutter Union LLC;
Holiday Inn Los Angeles Gateway –
Torrance; Holiday Inn Express and Suites -
San Francisco Fisherman Wharf; Hotel
Indigo – Los Angeles Downtown; Hotel
Indigo - San Diego Gaslamp Quarter;
InterContinental - Los Angeles Downtown;
InterContinental - San Diego;
InterContinental - San Francisco;
InterContinental - Mark Hopkins; Regent -
Santa Monica; Kimpton Shorebreak
Huntington Beach Resort; Kimpton Everly
Hotel; Kimpton Hotel Wilshire; Kimpton
Hotel Palomar Los Angeles Beverly Hills;
Kimpton Rowan Palm Springs Hotel;
Kimpton Sawyer Hotel; Kimpton Alma;

Case No.: 23STCV13726

**~~PROPOSED~~ ORDER AND JUDGMENT
ON UNOPPOSED MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Action filed: 6/14/23

Date: 8/29/24
Time: 8:30am
Dept: 55

Reservation ID:
415312841219

Department: 55, Hon. Alison
Mackenzie

Submitted Herewith Under Separate Cover:

1. Declaration of Harout Messrelian in Support of Unopposed Motion for Approval of PAGA Settlement;
2. Plaintiff's Notice of Unopposed Motion for Approval of PAGA Settlement; Memorandum of Points and Authorities in Support Thereof;

1 Kimpton Alton Hotel; Kimpton Hotel Enso;
2 Kimpton Canary Hotel; and Kimpton La
Peer Hotel,

3 Defendants.
4

5 **[PROPOSED] ORDER AND JUDGMENT**

6 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
7 ("PAGA"), Plaintiff Elizabeth Mora's ("Plaintiff") Unopposed Motion for Approval of PAGA
8 Settlement ("Motion") came for a regularly-noticed hearing before this Court on August 29, 2024.

9 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
10 similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA
11 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
12 Plaintiff's Complaint and the letters to the Labor Workforce and Development Agency
13 "LWDA") dated February 17, 2022 and April 17, 2024 (together, the "LWDA Letter"), on
14 behalf of all current and former non-exempt employees of Defendants from February 17, 2022
15 to June 6, 2024, inclusive.
16

17 Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and
18 approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2).
19 Accordingly, the Court, having considered the proposed settlement set forth in the Settlement
20 Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having
21 considered the papers filed in support of the proposed settlement and the arguments of counsel, and good
22 cause appearing, HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

- 23 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
24 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
25 of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and
26 other terms, as fair, just, reasonable, and adequate;
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1 3. The Court finds further that Plaintiff, acting on behalf of herself and the State of
2 California, by operation of this Order and Judgment hereby releases and forever discharges
3 Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all
4 PAGA Released Claims (as defined in the Settlement Agreement) including penalties asserted in
5 Plaintiff's Complaint and the LWDA Letter, and any amendments thereto, including any and all
6 known and unknown claims for civil penalties under the Private Attorneys General Act, California
7 Labor Code §§ 2698, *et seq.*, that arise.

8 4. The Court finds further that the foregoing release shall be binding on Plaintiff, , the
9 Aggrieved Employees, and the State of California and shall bar any claim under PAGA brought by any
10 person, including the Aggrieved Employees, on behalf of the State of California, as to the PAGA
11 Released Claims and Released Parties. Furthermore, no individualized notice of entry of this Approval
12 Order is required to be provided to the PAGA employees.

13 5. The Parties are directed to comply with all terms of the Settlement Agreement, and
14 Defendants are directed to make all payments required by the Settlement Agreement. The Court
15 approves Apex Class Action LLC ("Apex") to serve as Settlement Administrator pursuant to the
16 Settlement Agreement. The Court directs the Parties and the Settlement Administrator to carry out the
17 terms of the Settlement.

18 6. Under the Settlement Agreement, Defendants agree to pay an all-in gross amount of
19 One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) (the "Gross
20 Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and
21 Aggrieved Employees, Attorney's Fees and Costs, and PAGA settlement administration costs. No
22 portion of the Gross Settlement Amount will revert to Defendants. Plaintiff's Counsel requests an award
23 of attorney's fees of Four-Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven
24 Cents (\$416,666.67); costs of Ten Thousand Six Hundred Thirty-Nine Dollars and Forty-Eight Cents
25 (\$10,639.48). The settlement administrator, Apex requests administration costs of Nineteen Thousand
26 Seven Hundred Seventy-Five Dollars and Zero Cents (\$19,775.00). Defendants do not oppose these
27
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1 requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves
2 each of these payments, and directs the Settlement Administrator to make the above payments to
3 payments from the Gross Settlement Amount as follows:

- 4
- 5 a. \$416,666.67 in attorney's fees to Messrelian Law Inc.;
 - 6 b. \$10,639.48 in costs to Messrelian Law Inc.;
 - 7 c. \$19,775.00 in administration costs to Apex Class Action LLC;
 - 8 d. After deducting the foregoing payments, the estimated remainder of approximately
9 \$802,918.92 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section
10 2699(i), the NSA will then be distributed 75 percent (\$602,189.19) to the LWDA, and the
11 remaining 25 percent (\$200,729.73) to the Aggrieved Employees on a pro rata basis, as set forth
12 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
13 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
14 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
15 duties as set forth in the Settlement Agreement; and

16 7. The Court reserves exclusive and continuing jurisdiction over the Action and the
17 Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation,
18 enforcement, construction, administration, and interpretation of the Settlement Agreement.

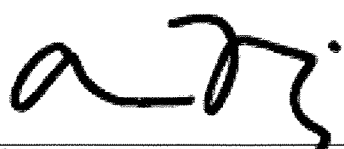
19 8. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
20 days of entry of the Order;

21 ~~9. The Court sets a compliance hearing for _____, 2024 at _____ in this~~
22 ~~department. The report of the Settlement Administrator shall be filed on or before _____ 2024.~~

23
24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

25
26 Dated: 08/14/2024



27 
28 HON. ALISON MACKENZIE
Alison Mackenzie / Judge