

Electronically Received 07/30/2026 12:11 PM

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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 ARMANDO ROJAS, an individual and on
12 behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 BHA HOSPITALITY LLC, a Delaware
16 limited liability company; and DOES 1 through
50,

17 Defendants.

Case No.: 23STCV22733

[Assigned for All Purposes to:
Hon. Bruce G. Iwasaki, Dept. 11]

**~~(PROPOSED)~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT, ATTORNEY'S FEES
AND COSTS, AND SERVICE AWARD**

(Filed Concurrently with Motion for Approval
of PAGA Settlement, Supporting
Declarations, and [Proposed] Judgment and
Order)

DATE: July 28, 2026

TIME: 10:00 a.m.

DEPT: 11

Action Filed: September 20, 2023

Trial Date: Not Set

1 Plaintiff Armando Rojas' ("Plaintiff") Motion for Approval of California Private Attorneys
2 General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Service Award (the "Motion")
3 came on regularly for hearing before this Court on July 28, 2026, at 10:00 a.m. This Court, having
4 considered the PAGA Settlement Agreement (the "Settlement" or "Agreement") between Plaintiff
5 and Defendant BHA Hospitality LLC ("Defendant"), Plaintiff's Motion and Memorandum of Points
6 and Authorities in support thereof, and supporting declarations filed therewith; and good cause
7 appearing, **HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

8 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all
9 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration
10 of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 1," except
11 for Paragraph III.6 of the Agreement regarding PAGA Released Claims, which is modified as
12 follows to remove "heirs" of Aggreived Employees from the scope of the release:

13 "6. **PAGA Released Claims.** Plaintiff agrees that, upon entry of an
14 Order approving the Settlement and full payment by Defendant of the
15 Gross Settlement Amount, the State of California and all Aggrieved
16 Employees, including Plaintiff, on behalf of themselves and their
17 respective former and current representatives, agents, attorneys,
18 administrators, successors, and assigns, and the State of California, will
19 release any and all PAGA Released Claims against the Released Parties
20 that arose during the PAGA Period. Upon entry of the Order approving
the Settlement and judgment entered thereon, as well as full payment by
Defendant of the Gross Settlement Amount, Plaintiff and all Aggrieved
Employees will be forever barred from pursuing any and all of the PAGA
Released Claims that arose during the PAGA Period against the Released
Parties."

21 2. The Court hereby GRANTS the Motion.

22 3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
23 asserted in this action and is authorized to act as a private attorney general with respect to the
24 PAGA claims being released under the terms of the Settlement. The California Labor and
25 Workforce Development Agency (the "LWDA") was provided with notice of the Settlement via its
26 online submission process and the LWDA has not made any objection to the Settlement.

27 4. The obligations set forth in the Settlement Agreement regarding the settlement of the
28 Action are deemed part of this Judgment and Order, and the Parties and the Settlement

1 Administrator are ordered to carry out the Settlement Agreement according to its terms and
2 provisions.

3 5. Release of Claims. Upon entry of this Judgment and Order and full payment by
4 Defendant of the Gross Settlement Amount, the State of California and all Aggrieved Employees,
5 including Plaintiff, on behalf of themselves and their respective former and current representatives,
6 agents, attorneys, administrators, successors, and assigns, and the State of California, will release
7 any and all PAGA Released Claims against the Released Parties that arose during the PAGA
8 Period.

9 a. “Aggrieved Employees” are all current and former hourly or non-exempt
10 employees employed by Defendant in California during the PAGA Period.

11 b. The “Gross Settlement Amount” is \$320,000.00.

12 c. The “PAGA Period” means September 19, 2022 through March 30, 2026.

13 d. “Released Parties” are Defendant BHA Hospitality LLC and each of its
14 former and present directors, officers, shareholders, owners, members, predecessors, successors,
15 assigns, subsidiaries, and affiliates.

16 e. “PAGA Released Claims” means any and all claims for PAGA civil penalties
17 that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint
18 and LWDA Letter (defined in Section II.2 below), including claims for minimum wage violations,
19 overtime wage violations, meal period violations, rest period violations, wage statement penalties,
20 waiting time penalties, and violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246,
21 256, 351, 510, 512, 516, 558, 1174, 1194, 1197, 1197.1, and 1198.

22 6. The Settlement is not an admission by Defendant, nor is this Judgment and Order a
23 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment
24 and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
25 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or
26 liability whatsoever by or against Defendant.

27 7. The Court appoints Phoenix Settlement Administrators as the Settlement
28 Administrator.

1 8. Defendant shall pay the Gross Settlement Amount within 30 days of the Effective
2 Date, which is the date of entry of this Judgment and Order.

3 9. Within 14 days after Defendant pays the Gross Settlement Amount, the Settlement
4 Administrator shall disburse the Gross Settlement Amount as follow:

5 a. A payment in the amount of \$136,151.79, payable to the LWDA for civil
6 penalties pursuant to PAGA;

7 b. Individual PAGA Payments totaling \$45,383.93, payable to the Aggrieved
8 Employees on a pro rata basis in accordance with the formula set forth in § III.5.a. of the Agreement
9 for civil penalties pursuant to PAGA, along with a copy of the Explanatory Letter, attached to the
10 Agreement as Exhibit A, in English and Spanish;

11 c. An award of \$106,666.67, representing 33 1/3% of the Gross Settlement
12 Amount, to Justice for Workers, P.C. for attorney's fees pursuant to PAGA;

13 d. An award of \$20,047.62 to Justice for Workers, P.C. for attorney's costs
14 pursuant to PAGA;

15 e. A payment of \$5,000.00 to Plaintiff for his services to the State and
16 Aggrieved Employees, pursuant to the Settlement; and

17 f. A payment in the amount of \$6,750.00 to the Settlement Administrator,
18 Phoenix Settlement Administrators, for settlement administration costs.

19 10. The Parties shall bear their own respective attorney's fees and costs, except as
20 otherwise provided for in the Settlement and approved by the Court. Defendant and the Released
21 Parties shall have no further liability for costs, expenses, interests, attorney's fees, or for any other
22 charge, expense, or liability relating to the Released Claims and shall be released from all claims as
23 set forth in the Settlement Agreement and in this Judgment and Order.

24 11. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within 14
25 days after entry of this Judgment and Order.

26 12. This Judgment and Order is intended to be a final disposition in its entirety of the
27 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall
28 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)

1 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement
2 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

3 13. The Court sets a Non-Appearence Case Review re: Final Accounting on May 14,
4 2027 at 8:30 a.m. in Department 11. Plaintiff is ordered to file a final report and declaration by the
5 Settlement Administrator regarding settlement distribution, including the actual amounts paid to the
6 Aggrieved Employees and the other amounts distributed under the Settlement, including any
7 uncashed checks, by May 14, 2027.

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

9
10 DATED: 07/31/2026, ~~2026~~



Hon. Bruce G. Iwasaki
Judge of the Superior Court

PROOF OF SERVICE
ARMANDO ROJAS V. BHA HOSPITALITY LLC
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 and not a party to the within action. My business address is 3600 Wilshire Blvd., Suite 1815, Los Angeles, CA 90010.

On July 30, 2026 I served the foregoing document described as:

(PROPOSED) JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEY'S FEES AND COSTS, AND SERVICE AWARD

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

Hazel U. Poci, Esq.

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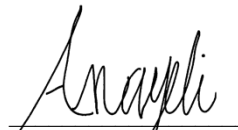
☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on July 30, 2026 at Los Angeles, California.


Anayeli Ascencio