

1 **JUSTICE FOR WORKERS, P.C.**

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11 CRISTINA INZUNZA, an individual and on
12 behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 EOS HOSPITALITY L'ERMITAGE
16 EMPLOYEE LLC, a Delaware limited liability
company; and DOES 1 through 50,

17 Defendants.
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Case No.: 24STCV30593

[Assigned for All Purposes to:
Hon. Carolyn B. Kuhl, Dept. 12]

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

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

DATE: March 26, 2026

TIME: 1:45 p.m.

DEPT: 12

Action Filed: November 19, 2024

Trial Date: Not Set

1 Plaintiff Cristina Inzunza's ("Plaintiff") Motion for Approval of California Private
2 Attorneys General Act ("PAGA") Settlement, Attorney's Fees and Costs, and Service Award (the
3 "Motion") came on regularly for hearing before this Court on March 23, 2026 at 1:45 p.m. This
4 Court, having considered the PAGA Settlement Agreement (the "Settlement" or "Agreement")
5 between Plaintiff and Defendant EOS Hospitality L'Ermitage Employee LLC ("Defendant"),
6 Plaintiff's Motion and Memorandum of Points and Authorities in support thereof, and supporting
7 declarations filed therewith; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
8 **DECREES AS FOLLOWS:**

9 1. The Court, for purposes of this Judgment and Order, incorporates and adopts all
10 defined terms and provisions as set forth in the Agreement, which was attached to the Declaration
11 of William C. Sung in Support of Motion for Approval of PAGA Settlement as "Exhibit 1."

12 2. The Court hereby GRANTS the Motion.

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

18 4. The obligations set forth in the Settlement Agreement regarding the settlement of the
19 Action are deemed part of this Judgment and Order, and the Parties and the Settlement
20 Administrator are ordered to carry out the Settlement Agreement according to its terms and
21 provisions.

22 5. Release of Claims. Upon entry of this Judgment and Order and full payment by
23 Defendant of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, will
24 release any and all PAGA Released Claims against the Released Parties that arose during the PAGA
25 Period and will be forever barred from pursuing any and all of the PAGA Released Claims that
26 arose during the PAGA Period against the Released Parties.

27 a. "Aggrieved Employees" means all of Defendant's current and former non-
28 exempt California employees employed at any time during the PAGA Period.

1 b. The “Gross Settlement Amount” is \$75,000.00.

2 c. The “PAGA Period” means the time period from November 19, 2023 through

3 November 20, 2025. The Settlement Administrator shall amend to PAGA Period end date in the

4 Explanatory Letter from December 5, 2025 to November 20, 2025.

5 d. “Released Parties” are Defendant EOS Hospitality L’Ermitage Employee

6 LLC and its respective parents, subsidiaries, affiliates, owners, members, managers, shareholders,

7 joint employers, predecessors or successors (including but not limited to: LBVH Hotel Owner,

8 LLC; EOS Investors LLC; EOS Hospitality LLC).

9 e. “PAGA Released Claims” means any and all claims for PAGA penalties that

10 were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and

11 Plaintiff’s LWDA Letter which arose during the PAGA Period, including without limitation to, any

12 and all claims for unreimbursed business expenses, alleged unpaid wages (including but not limited

13 to overtime and minimum wages, and premiums), failure to provide meal periods and rest breaks

14 and alleged unpaid meal period and rest break premiums, itemized wage statement penalties, failure

15 to maintain payroll records, failure to use the correct rate for meal premiums, rest premiums,

16 overtime, and/or sick pay, waiting time penalties, failure to timely pay wages during employment.

17 6. The Settlement is not an admission by Defendant, nor is this Judgment and Order a

18 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Judgment

19 and Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the

20 Settlement, may be used as an admission of any fault, wrongdoing, omission, concession, or

21 liability whatsoever by or against Defendant.

22 7. The Court appoints Phoenix Settlement Administrators as the Settlement

23 Administrator.

24 8. Defendant shall pay the Gross Settlement Amount of \$75,000.00 within 14 calendar

25 days of the Effective Date.

26 9. Within 30 days after Defendant pays the Gross Settlement Amount, the Settlement

27 Administrator shall disburse the Gross Settlement Amount as follow:

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- 1 a. A payment in the amount of \$18,015.73, payable to the LWDA for civil
2 penalties pursuant to PAGA;
- 3 b. Individual PAGA Payments totaling \$9,700.78, payable to the Aggrieved
4 Employees on a pro rata basis in accordance with the formula set forth in § III.5.a. of the Agreement
5 for civil penalties pursuant to PAGA;
- 6 c. An award of \$25,000.00 to Justice for Workers, P.C. for attorney's fees
7 pursuant to PAGA;
- 8 d. An award of \$12,783.50 to Justice for Workers, P.C. for attorney's costs
9 pursuant to PAGA;
- 10 e. A payment of \$5,000.00 to Plaintiff Cristina Inzunza for Plaintiff's services
11 to the State and Aggrieved Employees, pursuant to the Settlement; and
- 12 f. A payment in the amount of \$4,500.00 to the Settlement Administrator,
13 Phoenix Settlement Administrators, for settlement administration costs.

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

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

21 12. This Judgment and Order is intended to be a final disposition in its entirety of the
22 above-captioned action. Pursuant to California Code of Civil Procedure section 664, this Court shall
23 retain jurisdiction over the Parties, Action, and the Settlement Agreement solely for purposes of (i)
24 enforcing the Settlement Agreement and/or this Judgment and Order, (ii) addressing settlement
25 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

26 13. The Court sets a Non-Appearence Case Review Re: Settlement Distribution on
27 _____, 2027 at ____ a.m. in Department 12. Plaintiff is ordered to file a final report
28 and declaration by the Settlement Administrator regarding settlement distribution no later than 5

1 court days prior to the Hearing.

2 **IT IS SO ORDERED.**

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4 DATED: _____, 2026

5 Hon. Carolyn B. Kuhl
6 Judge of the Superior Court
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