


ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 262552 NAME: James A. De Sario FIRM NAME: THE NOURMAND LAW FIRM, APC STREET ADDRESS: 8822 West Olympic Boulevard CITY: Beverly Hills STATE: CA ZIP CODE: 90211 TELEPHONE NO.: (310) 553-3600 FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name): Plaintiff, Jorge Vicente	FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles 07/02/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>A. Morales</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 312 N. Spring Street MAILING ADDRESS: 312 N. Spring Street CITY AND ZIP CODE: Los Angeles, 90012 BRANCH NAME: Spring Street Courthouse	
PLAINTIFF/PETITIONER: Jorge Vicente, et al. DEFENDANT/RESPONDENT: STK Westwood, LLC, et al. OTHER:	CASE NUMBER: 22STCV18725 JUDICIAL OFFICER: Hon. Lawrence P. Riff
PROPOSED ORDER (COVER SHEET)	DEPT: 7

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Jorge Vicente
2. Title of the proposed order:
Revised [Proposed] Order Granting Final Approval of Class Action and Paga Settlement, Application for Attorneys' Fees and
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Final Approval of Settlement
 - b. Date and time: June 14, 2024 at 10:00 a.m.
 - c. Place: Superior Court of the State of California
County of Los Angeles- Spring Street Courthouse
312 N. Spring Street
Los Angeles, California 90012
4. The proposed order was served on the other parties in the case.

Lizbeth Ramirez _____
 (TYPE OR PRINT NAME)

 _____
 (SIGNATURE OF PARTY OR ATTORNEY)

Electronically Received 06/18/2024 11:14 AM

CASE NAME: Jorge Vicente et al. v. STK Westwood, LLC, et al.	CASE NUMBER:
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PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER

1. I am at least 18 years old and not a party to this action.
 - a. My residence or business address is (*specify*):
8822 W. Olympic Boulevard Beverly Hills, California 90211
 - b. My electronic service address is (*specify*): lramirez@nourmandlawfirm.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:
 - a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Luis Lorenzana, Esq. of ALITTLER MENDELSON, P.C. on behalf of STK Westwood, LLC, et al.
 - b. To (*electronic service address of person served*): LLorenzana@littler.com
 - c. On (*date*): June 18, 2024

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: June 18, 2024

Lizbeth Ramirez

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
2 **THE NOURMAND LAW FIRM, APC**
8822 West Olympic Boulevard
3 Beverly Hills, California 90211
Telephone: (310) 553-3600
4 Facsimile: (310) 553-3603
mnourmand@nourmandlawfirm.com
5 jdesario@nourmandlawfirm.com

6 Attorneys for Plaintiff,
JORGE VICENTE, on behalf of himself
7 and all others similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

11 JORGE VICENTE, on behalf of himself and all
12 others similarly situated,

13 Plaintiffs,

14 v.

15 STK WESTWOOD, LLC, a California limited
16 liability company; STK ROOFTOP SAN
DIEGO, LLC, a California limited liability
17 company; STK REBEL SAN DIEGO, LLC, a
18 California limited liability company; and DOES 1
through 100, Inclusive

19 Defendants

CASE NO.: 22STCV18725

[Judicial Counsel Coordination Proceeding No.
5281]

[Assigned for all purposes to the Hon. Lawrence
P. Riff - Dept. "7"]

REVISED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
APPLICATION FOR ATTORNEYS' FEES
AND COSTS, AND INCENTIVE AWARD

DATE: June 14, 2024
TIME: 10:00 a.m.
DEPT: 7

Electronically Received 06/18/2024 11:14 AM

1 This matter having come before the Court for final fairness hearing of the class settlement
2 upon the terms set forth in the Joint Stipulation and Settlement Agreement of Class Action and PAGA
3 Claims (“Settlement Agreement”) submitted in support of Motion for Preliminary Approval of Class
4 Settlement; and due and adequate notice having been given to the Class Members as required in
5 Preliminary Approval Order and the Court having considered all papers filed and proceedings had
6 herein and otherwise being fully informed and good cause appearing therefor, it is hereby
7

8 **ORDERED, ADJUDGED AND DECREED THAT:**

9 1. The Motion for Final Approval of Class Action Settlement, Incentive Award
10 and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

11 2. All terms used herein shall have the same meaning as defined in the Settlement
12 Agreement.

13 3. This Court has jurisdiction over the subject matter of this litigation and over all
14 Parties to this litigation, including all Class Members.

15 4. Distribution of the Notice of Proposed Settlement of Class Action and Hearing Date for
16 Final Court Approval (“Class Notice”) directed to the Class Members as set forth in the Settlement
17 Agreement and the other matters set forth herein have been completed in conformity with the
18 Preliminary Approval Order, including individual notice to all Class Members who could be identified
19 through reasonable effort, and was the best notice practicable under the circumstances. This Class
20 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
21 including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to
22 such Class Notice, and the Class Notice fully satisfied the requirement of due process.
23

24 5. Only 1 Class Member opted-out of the settlement. No Class Member objected to the
25 settlement.
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1 6. The Court further finds that the settlement is fair, reasonable and adequate and that
2 plaintiffs have satisfied the standards and applicable requirements for final approval of class action
3 settlement under California law, including the provisions of California Code of Civil Procedure §382
4 and Federal Rules of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
5 *Superior Court* (1971) 4 Cal.3d 800, 821.

6 7. This Court hereby approves the class and PAGA settlement set forth in the
7 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable
8 and directs the parties to effectuate the settlement according to its terms. The Court finds that the
9 settlement has been reached as a result of intensive, serious and non-collusive arms length
10 negotiations. The Court further finds that the parties have conducted extensive and costly
11 investigation and research and counsel for the parties are able to reasonably evaluate their respective
12 positions. The Court also finds that settlement at this time will avoid additional substantial costs, as
13 well as avoid the delay and risks that would be presented by the further prosecution of the action. The
14 Court has noted the significant benefits to the Settlement Class Members and PAGA Employees under
15 the Settlement. The Court also finds that the class is properly certified as a class for settlement
16 purposes only.
17

18 8. For settlement purposes only, the Court certifies the following class: All current and
19 former non-exempt , hourly paid employees of Settlement Defendants employed in California, who
20 only worked at a STK Steakhouse restaurant, at any time from June 7, 2018 through November 21,
21 2022.
22

23 9. For settlement purposes, PAGA Employee or Aggrieved Employee is defined as: All
24 current and former non-exempt , hourly paid employees of Settlement Defendants employed in
25 California, who only worked at a STK Steakhouse restaurant, at any time from June 7, 2021 through
26 November 21, 2022, and are represented by the Plaintiff and the State of California/LWDA.
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1 10. Class Members, except those that have submitted a valid and timely request to be
2 excluded from the Settlement Agreement, release Defendants and Settlement Defendants and any of
3 their past and present parent companies, including but not limited to The One Group, LLC and The
4 One Group Hospitality, Inc., officers, directors, employees, and agents Defendants (“Released
5 Parties”) from any and all claims pled in the Operative Complaint and which could have been alleged
6 under state or federal law under the same or similar facts, allegations and/or claims pled in the
7 Operative Complaint against the Released Parties for work performed during the Class Period,
8 including the following:
9

- 10 a. The claims that will be set forth in the Operative Complaint, specifically: (1) failure to
11 pay and/or accurately calculate overtime wages (Violations of Labor Code §§ 218.5,
12 510, 1194, 1194.2 and 1199; Code of Civil Procedure § 1021.5; Civil Code § 3287; and
13 the applicable Wage Order); (2) failure to pay minimum wages (Violations of Labor
14 Code §§ 218.5, 1194, 1194.2, 1197, and 1197.1 and the applicable Wage Order); (3)
15 failure to provide rest periods or pay premiums in lieu thereof at the regular rate
16 (Violation of Labor Code § 226.7, Code of Civil Procedure § 1021.5; and the
17 applicable Wage Order); (4) failure to provide meal periods or pay premiums in lieu
18 thereof at the regular rate (Violation of Labor Code §§ 512, 226.7, Code of Civil
19 Procedure § 1021.5; Civil Code § 3287; and the applicable Wage Order); (5) failure to
20 timely pay wages during employment and upon termination of employment (Violation
21 of Labor Code §§ 201, 202, 203, 204, 218, 218.5 and 218.6; Civil Code § 3287); (6)
22 failure to furnish timely and accurate wage statements, and keep payroll records
23 (Violation of Labor Code §§ 226 and 1174); (7) failure to reimburse for business
24 expenses (Violation of Labor Code §2802); (8) failure to remit all gratuities to
25 employees (Violation of Labor Code § 351); and (9) violation of California’s Unfair
26
27
28

1 Competition Law based upon the alleged Labor Code violations (Violation of Business
2 & Professions Code § 17200 et seq.).

3 b. Any claims for injunctive relief, declaratory relief, restitution, alleged or which could
4 have been alleged under the facts, allegations and/or claims pleaded in the complaints
5 filed as part of the Action;

6 c. Any and all other claims under California common law, the federal law, and the
7 California Business and Professions Code alleged in or that could have been alleged
8 under the same or similar facts, allegations and/or claims pleaded in the Operative
9 Complaint and based on the alleged Labor Code violations.

10
11 d. The claims set forth in subparagraphs (a)-(c) hereinabove shall be collectively referred
12 to as the “Released Class Claims.”

13 11. PAGA Employees release any and all of the Released Parties of and from the claims
14 for civil penalties that could have been sought by the Labor Commissioner for the violations of the
15 California Private Attorneys General Act of 2004 (Labor Code § 2698, et. seq.) identified in the
16 PAGA Letter and those based solely upon the facts alleged in the PAGA Letter during the PAGA
17 Period (referred to as the “Release of PAGA Claims”). The PAGA Employees are bound by the
18 Release of PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment
19 or opt out of being a Settlement Class Member.
20

21 12. Nothing contained in this Settlement Agreement shall be construed or deemed an
22 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the
23 parties has entered into this Settlement Agreement with the intention to avoid further disputes and
24 litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
25 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
26 interpret, or enforce its terms.
27
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1 13. The Settlement Agreement provides for the “Gross Settlement Amount” in the
2 amount of \$475,000.00. From the Gross Settlement Amount individual settlement payments to Class
3 Members, Court approved attorneys’ fees and costs, the claims administrative costs, the class
4 representative enhancement fee, and payment to the LWDA for PAGA penalties in the amount of
5 \$22,500 shall be deducted. Defendants shall fund the employer’s share of payroll taxes in addition to
6 the Gross Settlement Amount. The payment of the settlement funds by Defendants and payment of
7 individual settlement checks to Settlement Class Members and PAGA Employees will be made as set
8 forth in the Settlement Agreement.
9

10 14. The Court hereby awards Class Counsel attorneys’ fees in the total amount of
11 \$158,333.33 which is approximately 33% of the Gross Settlement Amount and to be deducted
12 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$14,171.32 to
13 be deducted from the Gross Settlement Amount. Attorneys’ fees and costs will be paid by the
14 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.
15

16 15. The Court hereby approves an enhancement fee to Plaintiff in the amount of \$7,500.00.
17 Payment for the enhancement fee will be paid by the Settlement Administrator from the Gross
18 Settlement Amount as set forth in the Settlement Agreement.

19 16. The Court hereby approves the Settlement Administrator’s fees and cost in the amount
20 of \$12,500.00, of which \$11,500.00 shall be paid to CPT Group, Inc. (“CPT”) from the Gross
21 Settlement Amount and \$1,000.00 will be paid to CPT from the litigation costs.
22

23 17. Except as expressly provided herein, the parties each shall bear all of their own fees
24 and costs in connection with this matter.

25 18. The Court approves Plaintiff as the class representative.

26 19. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
27 Nourmand Law Firm, APC as class counsel.
28

1 20. The Court approves CPT as the Settlement Administrator.

2 21. Upon completion of administration of the settlement, the Settlement Administrator
3 shall execute a declaration with a final reporting with respect to the final distribution and payment of
4 the individual settlement payments to Settlement Class Members. A non-appearance case review
5 regarding the status of the declaration from the claims administrator is set for **March 21, 2025**, at 9:00
6 a.m., in Department 7 of the above-entitled Court. The claims administrator shall file a report Re
7 same five court days in advance.
8

9 22. The Court finds that class and PAGA settlement on the terms set forth in the
10 Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate
11 compromise of the released claims against Defendant. Without affecting the finality of the Judgment
12 in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation
13 and enforcement of the settlement and all orders and judgments entered in connection therewith.
14

15 **IT IS SO ORDERED.**

16 DATED: 07/02/2024, 2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff/Judge

Honorable Lawrence P. Riff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within entitled action; my business address is 8822 West Olympic Boulevard,
Beverly Hills, California 90211.

5 On June 18, 2024, I served the following document(s) described as:

6 **REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND**
7 **PAGA SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND**
8 **INCENTIVE AWARD**

9 on the interested parties in this action as follows:

10 Luis Lorenzana, Esq.
11 LITTLER MENDELSON, P.C.
12 501 Broadway, Suite 900
San Diego, California 92101

13 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a true
14 and correct copy of the above listed document(s) to be served by electronic transmission to the parties
15 and/or counsel who are registered above and set forth in said service list.

16 I declare under penalty of perjury under the laws of the State of California that the above is
17 true and correct and that this Proof of Service was executed on June 18, 2024, at Beverly Hills,
18 California.

19 /s/Lizbeth Ramirez
20 Lizbeth Ramirez