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

13 EMMANUEL VILLARIN, individually and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 BHFC OPERATING LLC d.b.a. BOTTEGA  
LOUIE, a limited liability company, and  
18 DOES 1 through 50, inclusive,

19 Defendants.

Case No.: BC616136

[Assigned for all purposes to Hon. Carolyn B.  
Kuhl, Dept. 12]

**PROPOSED ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: August 16, 2018  
Time: 10:00 a.m.  
Place: Department 12

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**RECEIVED**  
LOS ANGELES SUPERIOR COURT  
JUL 25 2018  
R. NAZARYAN

1 **ORDER**

2 WHEREAS Plaintiff Emmanuel Villarín (“Plaintiff” or “Class Representative”) and Defendant  
3 BHFC Operating LLC d.b.a. Bottega Louie (“Defendant”) (collectively, the “Parties”) fully executed a  
4 Stipulation of Class Action Settlement (“Settlement Agreement” or “Agreement”) to settle this class  
5 action lawsuit (the “Action”); and,

6 WHEREAS the Court entered an Order dated April 6, 2018 (the “Preliminary Approval  
7 Order”), preliminarily approving the Settlement pursuant to Code of Civil Procedure § 382 and  
8 ordering notice be sent to Class Members, scheduling a Final Approval and Fairness Hearing for  
9 August 16, 2018 at 10:00 am, and providing Class Members with an opportunity to participate in the  
10 Settlement or exclude themselves from the Class, and/or object to the proposed Settlement; and,

11 WHEREAS the Court held a Final Approval and Fairness Hearing on August 16, 2018, to  
12 determine whether to give final approval to the proposed Settlement; and

13 WHEREAS the Court makes the following combined findings of fact and conclusions of law  
14 in support of approval of the proposed Settlement.

15 WHEREAS, the following Class Members, have opted out of the total Class: \_\_\_\_\_

16 *CBK* Dora Cerda, Beatriz Bravo, Patricio Delacruz, Norma Reyes Zepeda

17 NOW, THEREFORE, based on the submissions of the Parties, upon reviewing all prior  
18 proceedings, and on the evidence adduced at the Final Approval and Fairness Hearing, it is hereby  
19 ORDERED, ADJUDGED AND DECREED as follows:

20 1. Incorporation of Other Documents. This Final Approval Order incorporates herein the  
21 Settlement. Unless otherwise provided herein, all capitalized terms in this Final Approval Order shall  
22 have the same meaning as set forth in the Settlement.

23 2. Jurisdiction. Because adequate notice has been disseminated and all Class Members  
24 have been given the opportunity to opt-out of the instant Action, the Court has personal jurisdiction  
25 with respect to the claims of all Class Members. The Court has subject-matter jurisdiction over the  
26 instant Action, including jurisdiction to approve the proposed Settlement and grant final certification  
27 of the Class.

28 3. Adequacy of Representation. Kenneth H. Yoon and Stephanie Yasuda of Law Offices

1 of Kenneth H. Yoon; Douglas Han, Shunt Tatavos-Gharajeh and Daniel Park, Justice Law  
2 Corporation; and the Class Representatives have fully and adequately represented the Class for  
3 purposes of entering into and implementing the Settlement.

4 4. Class Notice. The Court finds that the Notice Packet and its distribution to Class  
5 Members, along with the follow-up measures set forth in the Settlement, have been implemented  
6 pursuant to the Settlement and this Court's Preliminary Approval Order and that they:

7 (a) constitute the best practicable notice to Class Members under the circumstances  
8 of the Action;

9 (b) constitute notice that was reasonably calculated, under the circumstances, to  
10 apprise Class Members of (i) the pendency of the Action, (ii) the terms and conditions of the  
11 Settlement, their rights under the Settlement, and instructions on how to receive payment (including  
12 opting-in to the FLSA portion of the Settlement) or challenge the employment information used to  
13 calculate their Individual Settlement Payments, and the timetable for submission of a dispute, (iii) their  
14 right to exclude themselves from the Class and the proposed Settlement; (iv) their right to object to  
15 any aspect of the proposed Settlement (including final certification of the Class, the fairness,  
16 reasonableness and adequacy of the proposed Settlement, the adequacy of the Class' representation by  
17 the Class Representatives and Class Counsel, and/or the award of attorneys' fees and costs and the  
18 Service Awards to the Class Representatives), (v) their right to appear at the Final Approval and  
19 Fairness Hearing, either on their own behalf or through counsel hired at their own expense, if they did  
20 not exclude themselves from the Class, and (vi) the binding effect of the Orders in the Action, whether  
21 favorable or unfavorable, on all persons who do not request exclusion from the Class;

22 (c) constitute notice that was reasonable, adequate and sufficient notice to all  
23 persons entitled to be provided with notice;

24 (d) constitute notice that fully satisfied the requirements of due process; and

25 (e) this Settlement will have no binding effect upon, and provide no *res judicata*  
26 preclusion to, those individuals who timely requested exclusion from the Class.

27 5. Final Settlement Approval. The terms and provisions of the Settlement have been  
28 entered into in good faith, and are the product of arms-length negotiations by experienced counsel who

1 have done a meaningful investigation of the claims in the dispute. The Settlement and all of its terms  
2 are fully and finally approved as fair, reasonable and adequate, and in the best interests of each of the  
3 Parties and Settlement Class Members. The Parties are hereby directed to implement and consummate  
4 the Settlement according to its terms and provisions.

5         6.       Binding Effect. The terms of the Settlement and this Final Approval Order are binding  
6 on the Class Members, as well as their heirs, executors and administrators, successors and assigns, and  
7 those terms shall have *res judicata* and other preclusive effect in all pending and future claims,  
8 lawsuits or other proceedings maintained by or on behalf of any such persons, to the extent those  
9 claims, lawsuits or other proceedings involve matters that were or could have been raised in the Action  
10 and are encompassed by the release of Qualified Claimants' and Class Representative/Plaintiff's  
11 Released Claims set forth in the Settlement. However, Class Members who do not affirmatively opt-in  
12 to the FLSA portion of the Settlement will not be bound by the Settlement as to the alleged violations  
13 of the FLSA.

14         7.       Releases. Class Members shall be bound by the release of Qualified Claimants' and  
15 Class Representative/Plaintiff's Released Claims provided in the Settlement, which is incorporated  
16 herein in all respects. The release of Qualified Claimants' and Class Representative/Plaintiff's  
17 Released Claims is effective contingent upon the Final Effective Date. The Court expressly adopts all  
18 defined terms in the Settlement and the release of Qualified Claimants' and Class  
19 Representative/Plaintiff's Released Claims, including but not limited to the following definition(which  
20 is set forth at Section 2.38 of the Settlement):

21         "Qualified Claimants' and Class Representative/Plaintiff's Released Claims" means all  
22 claims, wage and hour claims, rights, demands, liabilities and causes of action of any  
23 nature or description, whether known or unknown, arising during the Class Period, that  
24 were asserted or could have been asserted in the Action against Defendant based on the  
25 facts alleged, under federal, state, or local laws, and/or ordinances, or tort or contract  
26 theories, whether known or unknown, and whether anticipated or unanticipated, including  
27 without limitation statutory, constitutional, contractual or common law claims for wages,  
28 damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation  
costs, restitution, equitable relief or other relief under Business & Professions Code  
section 17200, *et seq.*, including the following categories: (a) failure to pay the minimum  
wages; (b) failure to pay employees for all hours worked, including but not limited to any  
claim for minimum, straight time, or overtime wages; (c) failure to pay overtime wages;  
(d) failure to properly provide meal periods and/or authorize and permit rest periods, to

1 pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay  
2 such premiums as required by Labor Code section 226.7; (e) failure to keep accurate  
3 records or to issue proper wage statements to employees; (f) failure to timely pay wages,  
4 including but not limited to any claim that Defendants violated Labor Code sections 201  
5 or 202, and any claim for waiting time penalties under Labor Code section 203; (g) unfair  
6 business practices in violation of Business and Professions Code sections 17200, *et seq.*  
7 arising out of any or all of the aforementioned claims; and (h) penalties pursuant to the  
8 Private Attorneys General Act ("PAGA") of 2004; and (i) any and all claims that could  
9 be asserted under the FLSA arising out of any or all of the aforementioned claims. This  
10 release excludes the release of claims not permitted by law. FLSA claims will only be  
11 released subject to compliance with Section 6.20, below, by Plaintiff and Qualified  
12 Claimants.

8. Enforcement of Settlement. Nothing in this Final Approval Order shall preclude any  
9 action to enforce the terms of the Settlement.

9. Attorneys Fees and Expenses. Class Counsel are hereby awarded attorneys' fees of  
10 The fees are reasonable in light of the benefit to the class.  
11 \$196,666.67. Class Counsel are hereby awarded reimbursement of actual litigation costs in the amount  
12 of \$ 20,000.00. Such fees and expenses are to be paid pursuant to the conditions set forth in  
13 the Settlement. Consistent with the Settlement, Defendant shall not be required to pay for any other  
14 attorneys' fees and expenses, costs or disbursements incurred by Class Counsel or any other counsel  
15 representing the Class Representatives, Class Members, or incurred by the Class Representatives, or  
16 Class Members, or any of them, in connection with or related in any manner to the Action, the  
17 Settlement, the administration of such Settlement, and/or the Qualified Claimants' and Class  
18 Representative/Plaintiff's Released Claims.

10. Class Representative Service Award. The Court finds that Enhancement Payment in  
11 the amount of ~~\$15,000.00~~ \$10,000.00 to be paid by Defendant to the Class Representatives for service and  
12 assistance to the Class in the Action, is reasonable and appropriate.

11. Settlement Administration Costs. The Court finds that Settlement Administration Costs  
12 in the amount of \$20,000.00 to be paid by Defendant to the Settlement Administrator is reasonable and  
13 appropriate. Settlement Administration Costs are to be paid pursuant to the conditions set forth in the  
14 Settlement.

12. Modification of Settlement Agreement. The Parties are hereby authorized, upon  
13 approval of the Court, to agree to and adopt such amendments to, and modifications and expansions

1 of, the Settlement, as are in writing and signed by the Parties' counsel and are consistent with this  
2 Final Approval Order and do not limit the rights of Settlement Class Members under the Settlement.

3 13. Retention of Jurisdiction. The Court has jurisdiction to enter this Final Approval  
4 Order. This Court expressly retains jurisdiction as to all matters relating to the administration,  
5 consummation, enforcement and interpretation of the Settlement and of this Final Approval Order, and  
6 for any other necessary purpose, including, without limitation:

7 (a) enforcing the terms and conditions of the Settlement and resolving any disputes,  
8 claims or causes of action in the Action that, in whole or in part, are related to or arise out of the  
9 Settlement or this Final Approval Order;

10 (b) entering such additional orders as may be necessary or appropriate to protect or  
11 effectuate the Court's Final Approval Order, and permanently enjoining Settlement Class Members  
12 from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of this  
13 settlement; and

14 (c) entering any other necessary or appropriate orders to protect and effectuate this  
15 Court's retention of continuing jurisdiction.

16 14. No Admissions. Neither this Final Approval Order and Judgment nor the Settlement  
17 (nor any other document referred to here, nor any action taken to carry out this Final Approval Order)  
18 is, may be construed as, or may be used as, an admission or concession by or against Defendant of the  
19 validity of any claim or any actual or potential fault, wrongdoing or liability. Entering into or carrying  
20 out the Settlement, and any negotiations or proceedings related to it, shall not be construed as, or  
21 deemed to be evidence of, an admission or concession as to Defendant's denials or defenses and shall  
22 not be offered or received in evidence in any action or proceeding against any party hereto in any  
23 court, administrative agency or other tribunal for any purpose whatsoever, except as evidence of the  
24 settlement or to enforce the provisions of this Final Approval Order and the Settlement; provided,  
25 however, that this Final Approval Order and the Settlement may be filed in any action against or by  
26 Defendant to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith  
27 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,  
28 issue preclusion or similar defense or counterclaim.

1 *CBK* 15. Per California Rules of Court, Rule 3.771(b), CPT Group, Inc. is directed to post the  
2 final judgment, once entered, on its website.

3 *16. A final report of the Administrator shall be*  
IT IS SO ORDERED this 16<sup>th</sup> day of Aug., 2018. *filed by*  
*May 16, 2019*

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5 Dated: Aug. 16, 2018

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*15/* **CAROLYN B. KUHL, JUDGE**  
**COMPLEX CIVIL LITIGATION**

Hon. Carolyn B. Kuhl  
Judge of the California Superior Court

**PROOF OF SERVICE**

1 STATE OF CALIFORNIA )  
2 ) ss.  
3 COUNTY OF LOS ANGELES )

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not  
5 a party to the within action; my business address is One Wilshire Boulevard, Suite 2200, Los Angeles, California  
6 90017.

7 On July 25, 2018 I served the following document(s) described as:

8 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS**  
9 **ACTION SETTLEMENT**

10 on all interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as  
11 shown on the attached mailing list.

12 [ ] (BY FACSIMILE)

13 I am readily familiar with the business practices of this office. The telephone number of the facsimile  
14 machine I used was (213) 489-9961. This facsimile machine complies with Rules 2003(3) of the  
15 California Rules of Court. Upon transmission, no error was reported by the facsimile machine and a  
16 printed copy of the machine's transmission record indicating that the transmission was successfully  
17 completed is attached to this declaration.

18 [ ] By having copies personally delivered to the designated party(ies).

19 [ ] (BY MAIL)

20 I am familiar with my employer's mail collection and processing practices; know that mail is collected  
21 and deposited with the United States Postal Services on the same day it is deposited in interoffice mail;  
22 and know that postage thereon is fully prepaid.

23 [X] (BY ELECTRONIC SERVICE)

24 Based on a court order to accept service by electronic means, I caused a true and correct copy of the  
25 document(s) to be served electronically on counsel of record by transmission to an e-service provider  
26 designated by the Court.

27 [ ] (BY FEDERAL EXPRESS COURIER)

28 I am "readily familiar" with the firm's practice of collection and processing correspondence for  
Federal Express delivery. Under that practice it would be deposited with the Federal Express Courier  
on that same day at Los Angeles, California in the ordinary course of business.

[X] (State) I declare under penalty of perjury that the above is true and correct.

[ ] (Federal) I declare that I am employed in the office of a member the Bar of this Court at whose  
direction the service was made.

Executed on July 25, 2018, at Los Angeles, California.



\_\_\_\_\_  
GABRIELLA I. MAYNETTO



1 *Emmanuel Villarin v. BHFC Operating LLC*  
Superior Court of California, County of Los Angeles, Case No. BC616136

2 SERVICE LIST

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12 State of California – Department  
13 Of Industrial Relations  
14 (DIR's Website for Filing and Service)

15 Department of Industrial Relations  
16 Private Attorneys General Act  
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