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**FILED**  
Superior Court of California  
County of Los Angeles  
**02/15/2023**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           N. Navarro           Deputy

6 **THE LAW OFFICES OF DAMIAN D. CAPOZZOLA**  
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10 Attorneys for Plaintiffs, ARSEN VASQUEZ, DARLA MENDENHALL,  
YVETTE GREGORY and LIZBETH SANCHEZ,  
11 on behalf of themselves and all others similarly situated and aggrieved

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

14 ARSEN VASQUEZ, DARLA  
MENDENHALL, YVETTE GREGORY and  
15 LIZBETH SANCHEZ, as individuals and on  
behalf of all others similarly situated and  
16 aggrieved,

CASE NO.: 20STCV32123  
[Assigned to the Hon. Lawrence P. Riff in  
Dept. 7]

~~[PROPOSED]~~ JUDGMENT

17 **Plaintiff,**  
18 **v.**  
19 **KINGSWOOD LLC., a California limited**  
20 **liability company; PELICAN, LLC, a**  
21 **California limited liability company;**  
22 **ELEPHANTE LAGUNA LLC, a California**  
23 **limited liability company; LITTLE RUBY**  
**SM, LLC, a California limited liability**  
**company; NICHOLAS MATHERS, an**  
**individual; and DOES 1 through 100,**  
24 **inclusive,**  
25 **Defendants.**

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## JUDGMENT

Pursuant to the Order Granting Final Approval of the Class Action and Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court’s Order Granting Motion for Final Approval of Class and Representative Action Settlement (“Order Granting Final Approval”) and the parties’ First Amended Stipulation Re: Class Action and PAGA Action Settlement (“Settlement Agreement”). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The “Settlement Class” is comprised of all current and former non-exempt, hourly-paid employees who worked for defendants Kingswood LLC, Pelican, LLC, Elephante Laguna LLC, Little Ruby SM, LLC, and Nicholas Mathers (collectively, “Defendants”) at any time during the period from February 23, 2016 through September 29, 2021 (“Class Period”) in California (“Class Members”).

3. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement; thus, all Class Members are Participating Class Members.

4. No later than seven (60) calendar days following entry of the Order Granting Final Approval, Defendants shall make the total payment of \$800,000.00, the Gross Settlement Amount, and Employer Taxes, to the Settlement Administrator. All funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiff, the LWDA, Participating Class Members, and Aggrieved Employees pursuant to the Order Granting Final Approval.

5. Any checks from this distribution that are not cashed by Participating Class Members within one hundred and eighty (180) calendar days from the date of their issuance shall be canceled and funds associated with such checks shall be transmitted to the California Controller’s Office, Unclaimed Property Fund, to be held in the name of each Class Member and Aggrieved Employee.

6. Upon Effective only upon the entry of the Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full Gross Settlement Amount and Employers’ Taxes necessary to effectuate the

1 Settlement, Plaintiffs and all Participating Class Members release all claims against the Released  
2 Parties asserted in the Operative Complaint filed in the Action, or any and all claims that may be  
3 asserted against the Released Parties based on the factual allegations asserted in the Operative  
4 Complaint, as follows: For the duration of the Class Period, the release includes: (a) all claims for  
5 failure to pay overtime wages, including all claims for failure to properly calculate overtime wages;  
6 (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal  
7 and rest periods and associated premium pay, including all claims for failure to properly calculate  
8 meal or rest period premium pay; (d) all claims for the failure to timely pay wages during  
9 employment and upon separation of employment; (e) all claims for non-compliant wage statements;  
10 and (f) all claims asserted through California Business & Professions Code section 17200 *et seq.*  
11 arising out of the Labor Code violations referenced in the Complaint or that may be alleged based  
12 on the allegations in the Complaint, as well as violations of applicable portions of the California  
13 Code of Regulations, Title 8, section 11040 (the “Class Released Claims”).

14 7. For Aggrieved Employees, the release includes, for the duration of the PAGA Period,  
15 all claims released during the Class Period, as well as all asserted PAGA claims for penalties arising  
16 out of Labor Code Sections 210, 226.3, 558, 558.1, 1197.1 and 2699 *et seq.* based on the factual  
17 allegations and Labor Code sections alleged to have been violated in the Complaint filed on August  
18 21, 2020, and the PAGA Notice, which include, without limitation, alleged violations of Labor Code  
19 sections 200, 201, 202, 203, 204, 210, 226, 226.7, 246, 350, 351, 432, 510, 512, 1174, 1194, 1194.2,  
20 1197, 11198.5, and 2810.5, as well as violations of applicable portions of the California Code of  
21 Regulations, Title 8, section 11040 (the “PAGA Released Claims”). The Class Released Claims  
22 and the PAGA Released Claims shall collectively be referred to as the “Released Claims.”

23 8. The parties released shall include Defendants, and any of their former and present  
24 parent companies, subsidiaries, affiliates (including but not limited to Kingswood, LLC (dba The  
25 Eveleigh), The Pelican, LLC (dba Elephante), Little Ruby SM, LLC (dba Little Ruby’s), Thanks  
26 Mate, Inc. and Ruby’s 3rd St., LLC (dba Kassi Club) and Nicholas Mathers), and all of their past  
27 and present owners, stockholders, joint venturers, managers, officers, directors, employees, partners,  
28 agents, successors, predecessors, related entities, transferees, fiduciaries, registered representatives,

1 attorneys, insurers, real or alleged alter egos, executors, administrators, assigns or legal  
2 representatives. (“Released Parties”)

3 9. This document shall constitute a Judgment for purposes of California Rules of Court,  
4 Rule 3.769(h).

5  
6 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**



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

7 Dated: 02/15/2023, ~~2022~~

8 Lawrence P. Riff / Judge  
9 Judge of the Superior Court

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

14 ARSEN VASQUEZ, DARLA  
15 MENDENHALL, YVETTE GREGORY and  
16 LIZBETH SANCHEZ, as individuals and on  
behalf of all others similarly situated and  
aggrieved,

17  
18 Plaintiff,

19 v.

20 KINGSWOOD LLC., a California limited  
liability company; PELICAN, LLC, a  
21 California limited liability company;  
ELEPHANTE LAGUNA LLC, a California  
22 limited liability company; LITTLE RUBY  
SM, LLC, a California limited liability  
23 company; NICHOLAS MATHERS, an  
individual; and DOES 1 through 100,  
24 inclusive,

25 Defendants.

CASE NO.: 20STCV32123

[Assigned to the Hon. Lawrence P. Riff in  
Dept. 7]

~~[PROPOSED]~~ **ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
AND REPRESENTATIVE ACTION  
SETTLEMENT, APPLICATION FOR  
ATTORNEYS' FEES AND COSTS, AND  
SERVICE AWARD**

26 This matter having come before the Court on February 15, 2023 for a final fairness hearing  
27 pursuant to the Order of this Court dated October 20, 2022, granting preliminary approval  
28

**FILED**  
Superior Court of California  
County of Los Angeles  
**02/15/2023**  
David W. Slayton, Executive Officer / Clerk of Court  
By:           N. Navarro           Deputy

1 (“Preliminary Approval Order”) of the class and representative action settlement upon the terms set  
2 forth in the First Amended Joint Stipulation re: Class Action and Representative Action Settlement  
3 (“Settlement Agreement”) submitted in support of Motion for Preliminary Approval of the Class  
4 and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and  
5 adequate notice having been given to the Class Members as required in the Preliminary Approval  
6 Order; and the Court having considered all papers filed and proceedings had herein and otherwise  
7 being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED**  
8 **AND DECREED THAT:**

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

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

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

16 4. For settlement purposes only, the Court certifies the following class: all current and  
17 former non-exempt, hourly-paid employees who worked for defendants Kingswood LLC, Pelican,  
18 LLC, Elephante Laguna LLC, Little Ruby SM, LLC, and Nicholas Mathers (collectively,  
19 “Defendants”) at any time during the period from February 23, 2016 through September 29, 2021  
20 (“Class Period”) in California (“Class Members”).

21 5. The parties released shall include Defendants, and any of their former and present  
22 parent companies, subsidiaries, affiliates (including but not limited to Kingswood, LLC (dba The  
23 Eveleigh), The Pelican, LLC (dba Elephante), Little Ruby SM, LLC (dba Little Ruby’s), Thanks  
24 Mate, Inc. and Ruby’s 3rd St., LLC (dba Kassi Club) and Nicholas Mathers), and all of their past  
25 and present owners, stockholders, joint venturers, managers, officers, directors, employees, partners,  
26 agents, successors, predecessors, related entities, transferees, fiduciaries, registered representatives,  
27 attorneys, insurers, real or alleged alter egos, executors, administrators, assigns or legal  
28 representatives. (“Released Parties”)

1           6.           “Plaintiffs” refers to plaintiffs Arsen Vasquez, Darla Mendenhall, Yvette Gregory  
2 and Lizbeth Sanchez.

3           7.           Upon the entry of this Order granting Final Approval of the Settlement, entry of  
4 Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement  
5 Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating  
6 Class Members release all claims against the Released Parties asserted in the Operative Complaint  
7 filed in the Action, or any and all claims that may be asserted against the Released Parties based on  
8 the factual allegations asserted in the Operative Complaint, as follows: For the duration of the Class  
9 Period, the release includes: (a) all claims for failure to pay overtime wages, including all claims for  
10 failure to properly calculate overtime wages; (b) all claims for failure to pay minimum wages; (c)  
11 all claims for failure to provide compliant meal and rest periods and associated premium pay,  
12 including all claims for failure to properly calculate meal or rest period premium pay; (d) all claims  
13 for the failure to timely pay wages during employment and upon separation of employment; (e) all  
14 claims for non-compliant wage statements; and (f) all claims asserted through California Business  
15 & Professions Code section 17200 *et seq.* arising out of the Labor Code violations referenced in the  
16 Complaint or that may be alleged based on the allegations in the Complaint, as well as violations of  
17 applicable portions of the California Code of Regulations, Title 8, section 11040 (the “Class  
18 Released Claims”).

19           8.           For Aggrieved Employees, the release includes, for the duration of the PAGA Period,  
20 all claims released during the Class Period, as well as all asserted PAGA claims for penalties arising  
21 out of Labor Code Sections 210, 226.3, 558, 558.1, 1197.1 and 2699 *et seq.* based on the factual  
22 allegations and Labor Code sections alleged to have been violated in the Complaint filed on August  
23 21, 2020, and the PAGA Notice, which include, without limitation, alleged violations of Labor Code  
24 sections 200, 201, 202, 203, 204, 210, 226, 226.7, 246, 350, 351, 432, 510, 512, 1174, 1194, 1194.2,  
25 1197, 11198.5, and 2810.5, as well as violations of applicable portions of the California Code of  
26 Regulations, Title 8, section 11040 (the “PAGA Released Claims”). The Class Released Claims  
27 and the PAGA Released Claims shall collectively be referred to as the “Released Claims.”

28           9.           Distribution of the Notice of Class Action Settlement (“Class Notice” or “Notice”)

1 directed to the Class Members as set forth in the Settlement Agreement and the other matters set  
2 forth herein have been completed in conformity with the Preliminary Approval Order, including  
3 individual notice to all Class Members who could be identified through reasonable effort, and was  
4 the best notice practicable under the circumstances. This Class Notice provided due and adequate  
5 notice of the proceedings and of the matters set forth therein, including the proposed class settlement  
6 set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class  
7 Notice fully satisfied the requirement of due process.

8 10. Zero (0) Settlement Class Members opted out of the Settlement and zero (0)  
9 Settlement Class Members objected to the Settlement, thus all Settlement Class Members are  
10 Participating Class Members.

11 11. The Court further finds that the Settlement is fair, reasonable and adequate and that  
12 Plaintiff has satisfied the standards and applicable requirements for final approval of class action  
13 settlement under California law, including the provisions of Code of Civil Procedure section 382  
14 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in  
15 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

16 12. This Court hereby approves the settlement set forth in the Settlement Agreement and  
17 finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to  
18 effectuate the settlement according to its terms. The Court finds that the settlement has been reached  
19 as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds  
20 that the Parties have conducted extensive and costly investigation and research and counsel for the  
21 parties are able to reasonably evaluate their respective positions. The Court also finds that  
22 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks  
23 that would be presented by the further prosecution of this Action. The Court has noted the  
24 significant benefits to the Class Members under the settlement. The Court also finds that the class  
25 is properly certified as a class for settlement purposes only.

26 13. Nothing contained in the Settlement Agreement shall be construed or deemed in  
27 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the  
28 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and



1 litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be  
2 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,  
3 interpret, or enforce its terms.

4 14. The Court approves Plaintiffs as class representatives.

5 15. The Court approves David D. Bibiyan of Bibiyan Law Group, P.C. and Damian D.  
6 Capozzola of The Law Offices of Damian D. Capozzola as Class Counsel.

7 16. The Court approves ILYM Group, Inc. (“ILYM” or “Settlement Administrator”) as  
8 the Settlement Administrator.

9 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of  
10 \$280,000.00, which is thirty-five percent (35%) of the Gross Settlement Amount and to be deducted  
11 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$16,143.83  
12 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the  
13 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement  
14 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement  
15 conferred a significant benefit on the Class and the necessity and financial burden of private  
16 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

17 18. The amount of this award is based on a lodestar analysis and is subject to a reasonable  
18 multiplier for awarding reasonable attorney's fees and costs—it is thus reasonable, fair and  
19 eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has  
20 considered the following factors: (a) the time and labor required; (b) preclusion of other  
21 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of  
22 Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of  
23 attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action, to wit:  
24 David Bibiyan, Esq.: \$800; Damian D. Capozzola, Esq.: \$650; Diego Aviles: \$575; Vedang J. Patel,  
25 Esq.: \$450; Timothy Laquer, Esq.; \$450; Sara Ehsani-Nia, Esq.: \$450; Iona Levin, Esq.: \$400;  
26 Anton Swain-Gil, Esq.: \$350; paralegals at \$150 and legal assistants at \$75; (f) the results achieved  
27 and benefits conferred on the Settlement Class; and (g) the reaction of Settlement Class Members.  
28 (*See, eg: Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th

1 1794, 1810 fn. 21.)

2 19. The court hereby approves an incentive award of \$5,000.00 to each Plaintiff for a  
3 total of \$20,000.00 to Plaintiffs, in consideration for their time, effort, and risk incurred on behalf  
4 of the Settlement Class, and for providing a general release and releasing unknown claims pursuant  
5 to Civil Code section 1542. The incentive award will be paid to Plaintiffs by the Settlement  
6 Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

7 20. The Court hereby approves the Settlement Administrator’s cost in the amount of  
8 \$14,890.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of  
9 administration of the settlement from the Gross Settlement Amount.

10 21. The Court hereby approves the PAGA penalties amount of \$30,000.00, of which  
11 \$22,500.00 shall be paid to the LWDA and the remaining \$7,500.00 to be distributed to the  
12 “Aggrieved Employees”, defined as Class Members working for Defendant during the period from  
13 June 10, 2019 through September 29, 2021 (“PAGA Period”) as non-exempt, hourly-paid  
14 employees in California.

15 22. Except as expressly provided herein, the Parties each shall bear all of their own fees  
16 and costs in connection with this matter.

17 23. Any checks from this distribution that are not cashed by Participating Class Members  
18 within one hundred and eighty (180) calendar days from the date of their issuance shall be canceled  
19 and funds associated with such checks shall be transmitted to the California Controller’s Office,  
20 Unclaimed Property Fund, to be held in the name of each Class Member and Aggrieved Employee.

21 24. The Court finds that the class settlement on the terms set forth in the Settlement  
22 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of  
23 the released claims against Defendant.

24 25. ~~An Order to Show Cause Hearing~~ Re: Final Administration of the Class Action  
25 Settlement is hereby scheduled for U&ç à!Áí ÉGEGH, at JKE€ a.m., in Department 7 of the above  
26 entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file a  
27 declaration confirming that the claims have been paid and that administration of all of the terms and  
28 conditions of the class action settlement have been completed. Should the Court find that said

1 declaration has sufficiently evidenced full and complete administration of the class action  
2 settlement, said OSC hearing will go off-calendar.

3 26. Without affecting the finality of the Judgment in any way, this Court hereby retains  
4 continuing jurisdiction over the interpretation, implementation and enforcement of the settlement  
5 and all orders and judgments entered in connection therewith.

6  
7 **IT IS SO ORDERED.**



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

Lawrence P. Riff / Judge

8  
9 Dated: 02/15/2023, ~~2023~~

Judge of the Superior Court

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