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10 **SERGIO VILLADA**

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 14 2017

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Navarro, Deputy

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SUPERIOR COURT THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL CIVIL WEST

ZENAIDA MARTINEZ, an individual, and)
ROES 1 through 50, on behalf of herself and a)
class of others similarly situated,)

Plaintiff,

vs.

PHAROS & SHRINE, INC., a California)
Corporation d/b/a PARIS CAFÉ d/b/a)
GRAND SPA; DUKE BAY, an individual,)
SOOJUNG LIM, an individual, and DOES 1)
THROUGH 25, inclusive,)

Defendants.)

CASE NO: BC514381

(Assigned for all purposes to-Dept. 307)

~~PROPOSED~~ JUDGMENT

On September 14, 2017, The Court entered an Order granting Plaintiffs' Motion for Final Approval of Class Action Settlement. In accordance with the Final Approval Order, and pursuant to California Rules of Court, Rule 3.769(h), IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

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[PROPOSED] JUDGMENT

1 1. Pursuant to California Rule of Court 3.769(h), the Court hereby enters FINAL
2 JUDGMENT as set forth in the Final Approval Order and this Judgment, and pursuant to the
3 terms of the Amended Settlement Agreement And Release (Settlement Agreement) attached as
4 Exhibit B to the August 22, 2017 “Declaration of Morris Nazarian in Support of Plaintiffs’
5 Motion for Final Approval of Class Action Settlement,” which are incorporated herein.

6 2. For the reasons set forth in the Final Approval Order, the Motion for final
7 approval, payment of attorneys' fees and expenses, and for incentive awards to the named
8 plaintiffs are GRANTED. The Court finds the settlement is fair, reasonable and in the interests
9 of the class. The Court grants the Plaintiffs’ motion for attorneys’ fees, costs, and incentive
10 payments.

11 3. This Court has jurisdiction over the subject matter of this action and the parties,
12 including all Class Members for the purposes of:

13 (a) supervising the implementation, enforcement, construction, and
14 interpretation of the Settlement Agreement, the Preliminary Approval
15 Order, the Final Approval Order, and the Judgment; and

16 (b) supervising distribution of amounts paid under this Settlement.

17 4. The Court finally certifies, for purposes of settlement only, the "Class" and as
18 defined in the Settlement Agreement, the Notice of Proposed Class Action, and Paragraph II.A.
19 of the Court's Preliminary Approval Order dated March 29, 2017: All present and former
20 employees of Defendants Pharos and Shrine, Inc., and VNJ Grand, Inc. who were employed in
21 California from July 3, 2009 through March 29, 2017 as a non-exempt, hourly paid employee,
22 such as waiters, bussers, kitchen assistant/helpers, cooks, busboys, security guards, hostesses,
23 customer service representatives, non-exempt managers, janitors, and cleaning staff.

24 5. Three Class Members have requested exclusion from the Settlement Class. The
25 Class Members who have requested exclusion from the Settlement Class are (1) Sei Myoung
26 Her; (2) Min Sung Lee – who had a pseudonym or alias of “Eun Sook Lee;” and (3) Heemin
27 Yang – who had a pseudonym or alias of “Dong Gu Park.” These Class Members have thus
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1 been excluded, are not entitled to an Individual Settlement Payment, and are not bound by the
2 Judgment in the Action.

3 6. Upon the entry of this Judgment, and except as to such rights or claims as may
4 be created by the Settlement Agreement, the Plaintiffs shall have, by operation of this
5 Judgment, fully, finally and forever released, relinquished, and discharged Defendants from all
6 claims as set forth in Paragraph VIII (B) of the Settlement Agreement, expect that the release as
7 set forth above does not apply to Plaintiff Zenaida Martinez's non-class individual claims
8 which were alleged in the operative Complaint and which are the subject of a separate
9 Settlement Agreement titled: "NEGOTIATED SETTLEMENT AGREEMENT."

10 7. Upon the Effective Date, all members of the Settlement Class shall be and are
11 hereby permanently barred and enjoined from the institution or prosecution of any and all of the
12 claims released under Paragraph VIII (A) of the Settlement Agreement.

13 8. Upon entry of this Judgment, compensation to the participating members of the
14 Settlement Class shall be effected pursuant to the terms of the Settlement Agreement.

15 **IT IS SO ORDERED.**

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17 Dated: 9/14/17

Maren E. Nelson

Judge of the Superior Court

MAREN E. NELSON

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21 APPROVED AS TO CONTENT AND FORM:

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23 Date: September 14, 2017

Tristan A. Mullis

Tristan A. Mullis, Esq.
PETTIT KOHN INGRASSIA & LUTZ PC
Attorneys for Defendants
PHAROS & SHRINE, INC.;
VNJ GRAND INC. dba GRAND SPA;
AND GRACE BAE