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FILED
Superior Court of California
County of Los Angeles
10/23/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TY BAMLA, an individual, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

OCEAN AVENUE LLC, a Delaware limited
liability company, and DOES 1-50, inclusive,

Defendants.

JOSEPH ALVAREZ, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

OCEAN AVENUE, LLC DBA
FAIRMONT MIRAMAR HOTEL, a
California limited liability company, and
DOES 1-50, inclusive ,

Defendant.

Case No.: 23STCV01280 (Lead case)
(Consolidated with Case Nos. 23STCV01000,
23STCV05964, and 23STCV09148)

Judge: Hon. ~~Kenneth R. Freeman~~
Timothy Patrick Dillon

~~REVISED PROPOSED~~ ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL

1 The Court has before it the Motion for Preliminary Approval brought by Plaintiffs Ty
2 Bamla and Joseph Alvarez. After reviewing the Motion for Preliminary Approval and the
3 Amended Class Action and PAGA (“Settlement Agreement”) filed with the Court, and good cause
4 appearing therefor, the Court hereby finds and orders as follows:

5 1. The Court finds on a preliminary basis that the settlement memorialized in the
6 Settlement Agreement appears to be fair, adequate, and reasonable, and therefore meets the
7 requirements for preliminary approval. The Court grants preliminary approval of the Settlement
8 Agreement. The monetary terms of the settlement detailed in the following chart are discussed
9 further below.

Gross Settlement Amount	\$270,000.00
Plaintiffs’ Class Representative Award	-\$15,000.00
Plaintiffs’ Attorney Fees	-\$90,000.00
Plaintiffs’ Actual Litigation Costs	-\$27,500.00
PAGA Penalties (75% to LWDA; 25% to	-\$20,000.00
PAGA Members)	
Settlement Administration (up to)	-\$10,000.00
Net Settlement Amount for Distribution	\$107,500.00
to Class Members	

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18 2. “Class Members” means all current or former hourly, non-exempt employees who
19 were employed by Defendant in California during the Class Period, which extends from December
20 21, 2023 through April 12, 2025.

21 3. The Court finds, for purposes of settlement only, that the Class meets the
22 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
23 (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact
24 that are common, or of general interest, to all Settlement Class Members, which predominate over
25 individual issues; (3) the named Plaintiffs’ claims are typical of the claims of the Class; (4) the
26 named Plaintiffs and Plaintiffs’ counsel will fairly and adequately protect the interests of the Class;
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1 and (5) a class action is superior to other available methods for the fair and efficient adjudication
2 of the controversy.

3 4. The Court appoints for settlement purposes only Ty Bamla and Joseph Alvarez as
4 the Class Representatives. A Class Representative Award of \$7,500.00 for each Plaintiff, for a
5 total of \$15,000.00, is conditionally approved and will be determined at final approval.

6 5. The Court appoints for settlement purposes only Koul Law Firm, APC, and
7 Otkupman Law Firm, A Law Corporation, as Class Counsel. The proposed payment to Class
8 Counsel for reasonable attorneys' fees is an amount not to exceed 33.33% of the Gross Settlement
9 Amount (*i.e.*, \$90,000.00), which will be determined at final approval. The proposed payment to
10 Class Counsel for actual Litigation Costs in an amount of \$27,500.00 is conditionally approved
11 and will be determined at final approval.

12 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
13 proposed payment of the Settlement Administration Costs in an amount not to exceed \$10,000.00
14 to ILYM Group, Inc., for its services is conditionally approved and will be determined at final
15 approval.

16 7. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 8. The Court orders the following implementation schedule:

19 a. Deadline for Defendant to submit Class Data to the Settlement Administrator:
20 within 14 calendar days after entry of the Preliminary Approval Order;

21 b. Deadline for Settlement Administrator to send Class Notice to Class Members
22 providing notice of settlement: within fourteen (14) calendar days of receipt of Class Data.

23 c. Deadline for Class Members to postmark written objections, challenges to Class
24 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out) related to the
25 Settlement: Within forty-five (45) days for initial mailing of Notice Packet; to be extended by
26 fourteen (14) days for remailing;
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1 d. Deadline for serving and filing Motion for Final Approval, Attorneys' Fees Award,
2 Cost Award, and Class Representative Award: Sixteen (16) court days before Final Approval
3 Hearing in conformity with Code of Civil Procedure section 1005;

4 e. Final Approval Hearing: March 9, 2027, at 10:00 a.m., in Department 15.

5 9. The Court approves as to form and content the Notice included as Exhibit A to the
6 Settlement Agreement, which advises Class Members and PAGA Members of the Settlement
7 terms, the preliminary approval of the Settlement, and the scheduling of the Final Approval
8 Hearing.

9 10. The Court finds that the timing for the mailing and distribution of the Notice meets
10 the requirements of due process, provides the best notice practicable under the circumstances, and
11 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing
12 of the Notice to all identified Class Members in accordance with the Settlement Agreement.

13 11. The Court retains jurisdiction to consider all further applications arising out of or
14 in connection with the Settlement.

15 12. If the Settlement does not become effective in accordance with the terms of the
16 Settlement Agreement, or if the Settlement is not finally approved, or is terminated, canceled, or
17 fails to become effective for any reason, this Order shall be rendered null and void and shall be
18 vacated.

19 IT IS SO ORDERED.

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21 Dated: 10/23/2026



22 
23 Hon. ~~Kenneth R. Freeman~~
24 JUDGE OF THE SUPERIOR COURT
25 Timothy Patrick Dillon/Judge
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