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Attorneys for Plaintiff
VINCENT COREA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET**

VINCENT COREA, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

KHRG ARGYLE LLC, a Delaware
limited liability company; KIMPTON
HOTEL & RESTAURANT GROUP,
LLC, a Delaware limited liability
company; and DOES 1 through 50,
inclusive,

Defendants.

VINCENT COREA, individually and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;
Plaintiff,

vs.

KHRG ARGYLE LLC, an unknown
business entity; KIMPTON HOTEL &
RESTAURANT GROUP, LLC, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case Nos.: 20STCV09640 (lead)
20STCV14301

*Assigned for All Purposes to: Hon. Kenneth
R. Freeman, Dept. 14*

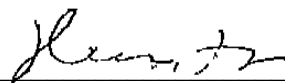
**NOTICE OF ENTRY OF AMENDED
FINAL ORDER AND JUDGMENT**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on March 27, 2023, the Honorable Kenneth R. Freeman in
3 Department 14 in the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California
4 90012, executed the Proposed Amended Final Order and Judgment. Attached hereto as **Exhibit A**
5 is a true and correct copy of the Order and Judgment which was executed and filed on March 27,
6 2023.

7 Dated: March 30, 2023

PROTECTION LAW GROUP, LLP

9 By: 

10 Heather Davis

11 Amir Nayebdadash

12 Priscilla Gamino

Attorneys for Plaintiff

VINCENT COREA

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EXHIBIT A

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VINCENT COREA, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

KHRG ARGYLE LLC, a Delaware limited
liability company; KIMPTON HOTEL &
RESTAURANT GROUP, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

VINCENT COREA, individually and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

KHRG ARGYLE LLC, an unknown business
entity; KIMPTON HOTEL &
RESTAURANT GROUP, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles
03/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Case Nos.: 20STCV09640 (lead)
20STCV14301

*Assigned for All Purposes to: Hon. Kenneth R.
Freeman, Dept. 14*

**~~PROPOSED~~ AMENDED FINAL ORDER
AND JUDGMENT**

Hearing Date: March 23, 2023
Hearing Time: 3:00 p.m.
Dept.: 14

Complaint Filed: March 10, 2020
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Consolidated Class Action and PAGA Action (referred to as “the
3 Actions,” “Consolidated Action,” or “Consolidated Actions”) having come before the Court on
4 March 23, 2023, for a hearing and Final Order Approving Class Action Settlement and Judgment
5 (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval
6 Order”), and as set forth in the Amended Joint Stipulation of Class Action and PAGA Settlement
7 (hereinafter “Settlement Agreement” or “Settlement”), and due and adequate notice having been
8 given to all Class Members as required in the Preliminary Approval Order, and the Court having
9 considered all papers filed and proceedings had herein and otherwise being fully informed and
10 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
11 **FOLLOWS:**

12 1. The Court GRANTS Plaintiff VINCENT COREA’s (“Plaintiff”) Motion for Final
13 Approval of Class Action and PAGA Settlement.

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

16 3. Consistent with the definitions provided in the Settlement Agreement, the terms
17 “Class” and “Class Members” shall mean the following: “All current and former hourly-paid,
18 non-exempt employees who are or were employed by Kimpton Hotel & Restaurant Group, LLC
19 and/or KHRG Argyle LLC at the following Kimpton-managed California hotels: (1) Everly
20 Hotel; (2) La Peer Hotel; (3) Rowan Palm Springs; (4) Palomar Beverly Hills; (5) Palomar San
21 Diego; (6) Sawyer Hotel; (7) Sir Francis Drake; (8) Buchanan Hotel; (9) Goodland Hotel; (10)
22 Canary Hotel; (11) Hotel Wilshire; (12) Shorebreak Resort; and (13) Solamar Hotel, at any time
23 between March 10, 2016 and August 25, 2022.”

24 4. Consistent with the definitions provided in the Settlement Agreement, the term
25 “PAGA Members” shall mean the following: “All current and former non-exempt employees
26 who are or were employed by Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle
27 LLC at the following Kimpton-managed California hotels: (1) Everly Hotel; (2) La Peer Hotel;
28 (3) Rowan Palm Springs; (4) Palomar Beverly Hills; (5) Palomar San Diego; (6) Sawyer Hotel;

1 (7) Sir Francis Drake; (8) Buchanan Hotel; (9) Goodland Hotel; (10) Canary Hotel; (11) Hotel
2 Wilshire; (12) Shorebreak Resort; and (13) Solamar Hotel, at any time between February 6, 2019
3 and August 25, 2022.”

4 5. This Court has jurisdiction over the subject matter of the Actions and over all
5 Parties to the Actions, including all Class Members and PAGA Members.

6 6. Distribution of the Class Notice directed to the Class Members as set forth in the
7 Settlement Agreement and the other matters set forth therein has been completed in conformity
8 with the Preliminary Approval Order, including individual notice to all Class Members who could
9 be identified through reasonable effort, and the best notice practicable under the circumstances.
10 The Class Notice provided due and adequate notice of the proceedings and of the matters set forth
11 therein, including the proposed settlement set forth in the Settlement Agreement, to all persons
12 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.
13 All Class Members and all Released Claims are covered by and included within the Settlement
14 and this Final Order.

15 7. The Court hereby finds the Settlement Agreement was entered into in good faith
16 pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The
17 Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has
18 satisfied the standards and applicable requirements for final approval of this class action
19 settlement under California law, including the provisions of California Code of Civil Procedure
20 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
21 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

22 8. The Court hereby confirms Protection Law Group, LLP and Lawyers *for* Justice,
23 PC as Class Counsel in the Action.

24 9. The Court hereby approves the Settlement set forth in the Settlement Agreement
25 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the
26 Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has
27 been reached as a result of intensive, serious and non-collusive arms-length negotiations. The
28 Court further finds that the Parties have conducted extensive investigation and research, and

Counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Actions. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

10. According to the terms of the Settlement Agreement, upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendants KHRG ARGYLE LLC and KIMPTON HOTEL & RESTAURANT GROUP, LLC (collectively “Defendants”), Plaintiff and all Participating Class Members shall fully release and discharge Defendants, all related IHG entities including KHRG Goleta LLC, KHRG La Peer LLC, KHRG Employer LLC, KHRG Westwood LLC, KHRG NPC LLC, KHRG Sacramento LLC, KHRG Huntington Beach LLC, Solamar Lodging LLC, KHRG Wilshire LLC, and all owners of the individual hotels including KHP III SF Sutter LLC, XHR Santa Barbara TRS, LLC, Argyle Hotel, LLC, KHP III Goleta, LLC, La Peer Hotel Owner LLC, BSREP III SD Hotel TRS LLC, RHCP Lessee LLC, NPC Hotel, LLC, SG Downtown LLC, DiamondRock HB Tenant, LLC, Huskies Lessee LLC, Souldriver Lessee, LP, and LA OSM Wilshire LLC , and all of their respective past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (the “Released Parties”) from any and all claims, rights, demands, liabilities and causes of actions that are alleged in the Consolidated Actions, or reasonably could have been alleged based on the facts and/or claims asserted in the operative Complaint in the Consolidated Actions (the Consolidated Class Action and Representative Action Complaint), including without limitation the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due, including but not limited to failure to pay wages for alleged off-the-clock work; (ii) failure to provide meal periods or compensation in lieu thereof, including but not limited to failure to pay meal period premiums at the proper rate; (iii) failure to provide rest periods or

1 compensation in lieu thereof, including but not limited to failure to pay rest period premiums at
2 the proper rate; (iv) failure to reimburse necessary business expenses; (v) failure to provide
3 complete, accurate wage statements; (vi) failure to pay wages in a timely manner at time of
4 termination or resignation; (vii) failure to provide timely pay wages during employment
5 (including a claim under the Industrial Welfare Commission Wage Orders or common law,
6 including conversion); (viii) unfair business practices that were or could have been premised on
7 the claims, causes of action, or legal theories of relief described above or any of the claims, causes
8 of action, or legal theories of relief pleaded in the operative Complaint in the Consolidated
9 Actions; and (ix) failure to maintain required payroll records (collectively the “Released
10 Claims”), for the Class Period (i.e., the period between March 10, 2016 and August 25, 2022).

11 11. Upon the complete funding of the Gross Settlement Amount by Defendants,
12 Plaintiff, the California Labor Workforce and Development Agency (“LWDA”), and the State of
13 California shall fully release and discharge the Released Parties from any and all claims for civil
14 penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that
15 were disclosed and alleged in the notice sent by Plaintiff to the LWDA and were alleged in the
16 operative Complaint in the Consolidated Actions, or claims for civil penalties which could have
17 been alleged based on the facts alleged in the notice and Complaint, including all civil penalties
18 under PAGA for violations of the provisions of the applicable IWC Wage Orders and the Labor
19 Code as to all PAGA Members (the “Released PAGA Claims”) for the PAGA Period (i.e., the
20 period between February 6, 2019 and August 25, 2022).

21 12. Named Plaintiff Vincent Corea, for himself only, also fully releases the Released
22 Parties from any and all Released Claims and also generally releases and discharges the Released
23 Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any
24 kind which have been or could have been asserted against the Released Parties arising out of or
25 relating to his employment by Defendants or termination thereof, including but not limited to
26 claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or
27 wrongful termination of employment. This release specifically includes any and all claims,
28 demands, obligations and/or causes of action for damages, restitution, penalties, interest, and

1 attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way
2 connected with the matters referred to herein, whether or not known or suspected to exist, and
3 whether or not specifically or particularly described herein. Specifically, Plaintiff Vincent Corea,
4 waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

5 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
6 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
7 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
8 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
9 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
10 DEBTOR OR RELEASED PARTY.

11 This release specifically excludes claims for unemployment insurance, disability, social
12 security, and workers compensation (with the exception of claims arising pursuant to California
13 Labor Code Sections 132(a) and 4553).

14 13. No Class Member objected to the terms of the Settlement.

15 14. Two Class Members, Francisca Alveno and Estefani Morales, requested to be
16 excluded from the terms of the class settlement, i.e., the settlement of the Released Claims.
17 Accordingly, 4,715 Participating Class Members are bound by this Judgment as it pertains to the
18 class settlement, i.e., the settlement of the Released Claims.

19 15. The Court finds the settlement payments provided for under the Settlement
20 Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of
21 the Settlement Agreement, the Court orders Defendants to fund the Gross Settlement Amount of
22 \$3,900,000.00 within fourteen (14) calendar days of the Effective Date as set forth in the
23 Settlement Agreement to provide payments for Individual Settlement Payments to all
24 Participating Class Members and all PAGA Members, the PAGA Penalties to the LWDA pursuant
25 to Labor Code Section 2698, *et seq.*, the Class Representative Enhancement Payment to Plaintiff,
26 Class Counsel's Fees and Costs, and the Settlement Administrator's Costs. The calculations and
27 the payments shall be administered in accordance with the terms of the Settlement Agreement.

28 16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence

1 and argument submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys'
2 Fee Award in the amount of thirty-five percent (35%) from the Gross Settlement Amount
3 (\$1,365,000.00) and attorneys' Cost Award in the amount of \$17,500.99 from the Gross
4 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees
5 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
6 Actions. The Court further orders that the award of attorneys' fees and costs set forth in this
7 Paragraph shall be administered pursuant to the terms of the Settlement Agreement.

8 17. The Court hereby approves and orders a Class Representative Enhancement
9 Payment of \$10,000.00 to named Plaintiff Vincent Corea from the Gross Settlement Amount in
10 accordance with the terms of the Settlement Agreement.

11 18. The Court finds and determines that the resolution of the Released PAGA Claims
12 and the PAGA Payment in this case is fair, reasonable, and appropriate. The Court approves and
13 orders the payment in the amount of \$75,000.00 (75% of \$100,000.00) from the Gross Settlement
14 Amount to the LWDA for penalties arising under the PAGA. The remaining \$25,000.00 (25% of
15 \$100,000.00) shall be distributed to PAGA Members as set forth in the Settlement Agreement.

16 19. The Court also hereby approves and orders payment from the Gross Settlement
17 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
18 Phoenix Settlement Administrators, in the amount of \$35,000.00.

19 20. The Court hereby approves and orders that payments be made from the Net
20 Settlement Amount to the Participating Class Members on a *pro rata* basis and to PAGA Members
21 eligible to receive from the employee portion of the PAGA Payment on a *pro rata* basis as set
22 forth in the Settlement Agreement (together, "Individual Settlement Payments").

23 21. The Court also hereby approves and orders that any Settlement Checks distributed
24 from the Gross Settlement Amount, to Participating Class Members and/or PAGA Members, that
25 remain un-cashed after one hundred and eighty (180) calendar days after being issued will be
26 transferred to the California State Controller's Office pursuant to California Civil Code § 1500
27 and held in trust for such Participating Class Members and/or PAGA Members. As such, no
28 "unpaid residue" under California Code of Civil Procedure section 384 will result from the

1 Settlement.

2 22. Provided the Settlement becomes effective under the terms of the Settlement
3 Agreement, the Court also hereby orders that the deadline for mailing the Court-approved
4 Individual Settlement Payments, Attorneys' Fees and Costs, and Class Representative
5 Enhancement Payment is as set forth in the Settlement Agreement.

6 23. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
7 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a
8 finding of the validity of any claims in the Actions or of any wrongdoing by Defendants, or any
9 of the other Released Parties. In entering into the Settlement Agreement, Defendants do not admit,
10 and specifically deny they have violated any federal, state, or local law; violated any regulations
11 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
12 legal requirements; breached any contract; violated or breached any duty; engaged in any
13 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
14 employees. Neither the Settlement or the Settlement Agreement, nor any of its terms or provisions,
15 nor any of the negotiations connected with it, shall be construed as an admission or concession by
16 Defendants of any such violations or failure to comply with any applicable law. Except as
17 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement
18 Agreement and its terms and provisions shall not be offered or received as evidence in any action
19 or proceeding to establish any liability or admission on the part of Defendants or to establish the
20 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
21 local or other applicable law.

22 24. Without affecting the finality of this Judgment, the Court shall retain continuing
23 jurisdiction over the Actions and the Parties, including all Class Members, and over all matters
24 pertaining to the implementation and enforcement of the terms of the Settlement Agreement
25 pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section
26 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or
27 with respect to the interpretation, enforcement, or implementation of the Settlement Agreement
28 shall be presented to the Court for resolution.

1 25. A Non-Appearence Case Review hearing on the Distribution of Settlement Funds
2 is set for _____ at _____ a.m./p.m. in Department 14 to confirm the full
3 administration of the Settlement. Class Counsel shall submit a Final Report re: Distribution of the
4 Settlement Funds no later than _____, which shall include the total amount of
5 funds to be paid to the Participating Class Members pursuant to the Settlement.

6 26. Pursuant to PAGA, the LWDA has been given notice of the Settlement. Pursuant
7 to PAGA, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
8 Settlement. The Court finds and determines that the notice of the Settlement complied with the
9 statutory requirements of PAGA. Plaintiff shall file and serve formal notice of Entry of Judgment
10 including Notice to the LWDA.

11 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

12
13 DATED: March 27, 2023





Kenneth R. Freeman/Judge

HON. KENNETH R. FREEMAN
JUDGE OF THE SUPERIOR COURT