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Attorneys for Plaintiff JUANA VALENCIA ROJAS,
on behalf of herself and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

KENIA BARAHONA, ANA MARIA
GUARNIZO, ANEYSI REYES, and JUANA
VALENCIA ROJAS, on behalf of themselves
and all others similarly situated and aggrieved,

Plaintiffs,

v.

THE BELVEDERE HOTEL PARTNERSHIP,
d.b.a. THE PENINSULA BEVERLY HILLS,
a California partnership; PENINSULA
BEVERLY HILLS HOTEL
MANAGEMENT, INC., a Delaware
corporation; PENINSULA BEVERLY HILLS,
INC., a Delaware corporation; PENINSULA
BEVERLY HILLS HOLDINGS, LLC, a
Delaware limited liability company; and
DOES 1 through 100 inclusive,

Defendants.

CASE NO.: 20STCV17148

[Assigned to the Hon. Stuart Rice in Dept. 1]

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

December 8, 2022

This matter having come before the Court on ~~November 21, 2022~~ for a final fairness hearing pursuant to the Order of this Court granting preliminary approval ("Preliminary Approval Order") of the class and representative action settlement upon the terms set forth in the Joint Stipulation re: Class Action and Representative Action Settlement Agreement ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been

FILED
Superior Court of California
County of Los Angeles
12/08/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: A. He Deputy

1 given to the Class Members as required in the Preliminary Approval Order; and the Court having
2 considered all papers filed and proceedings had herein and otherwise being fully informed and good
3 cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

4 1. The Motion for Final Approval of Class Action and Representative Action
5 Settlement; Service Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its
6 entirety.

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

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

11 4. For settlement purposes only, the Court certifies the following class: all current and
12 former non-exempt, hourly-paid employees who worked for defendant All Day Service, Inc.
13 ("Defendant") at any time during the period between April 30, 2016 through and including May 5,
14 2021 ("Class Period") at the Peninsula Beverly Hills Hotel, located at 9822 S. Santa Monica
15 Boulevard, Beverly Hills, California 90212, ("Class Members").

16 5. The parties released shall include Defendant and each of its past, present, and future
17 respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and
18 assigns, and each of these entities' past or present directors, officers, employees, partners, members,
19 principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal
20 representatives (collectively, the "Released Parties").

21 6. "Plaintiff" refers to plaintiff Juana Valencia Rojas.

22 7. Defendant shall pay the Gross Settlement Sum of \$200,000.00 in two installments as
23 follows: As for the first payment, Defendant shall have thirty (30) days after this Order to make a
24 payment of half (\$100,000.00) of the Gross Settlement Amount. As for the second payment,
25 Defendant shall have until January 1, 2023 to make a payment of the second half (\$100,000.00) of
26 the Gross Settlement Amount and shall include Employer Taxes necessary to effectuate the
27 Settlement.

28 8. Upon the entry of this Order granting Final Approval of the Settlement, entry of

1 Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement
2 Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating
3 Class Members release the Released Parties of all claims against the Released Parties asserted in the
4 Operative Complaint filed in the Action, or any and all claims that may be asserted against the
5 Released Parties based on the factual allegations in the Operative Complaint filed in the Action, as
6 follows: For the duration of the Class Period, the release includes: (a) all claims for failure to pay
7 overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide
8 compliant meal periods or compensation in lieu thereof (d) all claims for failure to provide compliant
9 rest periods or compensation in lieu thereof (e) all claims failure to timely pay all wages due upon
10 termination or resignation; (f) all claims for non-compliant wage statements; and (g) all claims
11 asserted through California Business & Professions Code § 17200 et seq. arising out of the Labor
12 Code violations referenced in the Complaint. ("Class Released Claims").

13 9. For Aggrieved Employees, the release includes, for the duration of the PAGA Period,
14 all claims released during the Class Period, as well as all claims for civil penalties under PAGA
15 arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual
16 allegations and Labor Code sections alleged to have been violated in the Operative Complaint and
17 the PAGA Notice, which includes, without limitation, Labor Code sections 96, 98.6, 200, 201, 202,
18 203, 204, 226, 226.7, 246, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802 and
19 2810.5 ("PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall
20 collectively be referred to as the "Released Claims".

21 10. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to
22 the Class Members as set forth in the Settlement Agreement and the other matters set forth herein
23 have been completed in conformity with the Preliminary Approval Order, including individual
24 notice to all Class Members who could be identified through reasonable effort, and was the best
25 notice practicable under the circumstances. This Class Notice provided due and adequate notice of
26 the proceedings and of the matters set forth therein, including the proposed class settlement set forth
27 in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully
28 satisfied the requirement of due process.

1 11. Zero (0) Settlement Class Members opted out of the Settlement and zero (0)
2 Settlement Class Members objected to the Settlement.

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

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

18 14. Nothing contained in the Settlement Agreement shall be construed or deemed in
19 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the
20 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
21 litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
22 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
23 interpret, or enforce its terms.

24 15. The Court approves Plaintiff as class representative.

25 16. The Court approves David D. Bibiyan and Diego Aviles of Bibiyan Law Group, P.C.
26 as Class Counsel.

27 17. The Court approves ILYM Group, Inc. ("ILYM") as the Settlement Administrator.

28 18. The Court hereby awards Class Counsel attorneys' fees in the total amount of

\$66,666.66 one-third (33.33%)

1 ~~\$70,000.00~~, which is ~~thirty five percent (35%)~~ of the Gross Settlement Amount and to be deducted
2 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$12,624.21
3 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
4 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
5 Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement
6 conferred a significant benefit on the Class and the necessity and financial burden of private
7 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

8 19. The amount of this award is based on a lodestar analysis and is subject to a reasonable
9 multiplier for awarding reasonable attorney's fees and costs—it is thus reasonable, fair and
10 eminently justified. In setting an award of attorneys' fees, costs and expenses, this Court has
11 considered the following factors: (a) the time and labor required; (b) preclusion of other
12 employment; (c) the contingent nature of the cases; (d) the experience, reputation and ability of
13 Plaintiff's Counsel and the skill they displayed in the litigation; (e) the reasonable hourly rate of
14 attorneys' fees assessed by Class Counsel associated with prosecution of this Class Action, to wit:
15 David Bibiyan, Esq.: \$775; Diego Aviles, Esq.: \$575 per hour; Sara Ehsani-Nia, Esq.: \$400; Vedang
16 J. Patel, Esq.: \$400; paralegals at \$150 and legal assistants at \$75; (f) the results achieved and
17 benefits conferred on the Settlement Class; and (g) the reaction of Settlement Class Members.
18 (See, e.g. *Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
19 1794, 1810 fn. 21.)

20 20. The court hereby approves an incentive award of \$5,000.00 to Plaintiff in
21 consideration for her time, effort, and risk incurred on behalf of the Settlement Class, and for
22 providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The
23 incentive award will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement
24 Amount as set forth in the Settlement Agreement.

25 21. The Court hereby approves the Settlement Administrator's cost in the amount of
26 \$8,000.00. The Settlement Administrator, ILYM Group, Inc., shall be paid the cost of
27 administration of the settlement from the Gross Settlement Amount.

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1 22. The Court hereby approves the PAGA penalties amount of \$10,000.00, of which
2 \$7,500.00 shall be paid to the LWDA and the remaining \$2,500.00 to be distributed to the Aggrieved
3 Employees, defined as Class Members working for Defendant during the period between April 30,
4 2019 through and including May 5, 2021 (“PAGA Period”) as non-exempt, hourly-paid employees
5 at the Peninsula Beverly Hills Hotel, located at 9882 S. Santa Monica Boulevard, Beverly Hills,
6 California, 90212.

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

9 24. Participating Class Members will have one hundred eighty (180) days from the date
10 of issuance of the check to cash their check. Within seven (7) calendar days after expiration of the
11 180-day period, checks for such payments shall be canceled and funds associated with such checks
12 shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil
13 Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as
14 provided in Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work, 180
15 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County.

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

19 26. An Order to Show Cause Hearing Re: Final Administration of the Class Action
20 Settlement is hereby scheduled for October 9, 2023, 9:00 a:m, in Department 1 of the Los
21 Angeles County Superior Court. At least five (5) calendar days prior to said OSC hearing, the Parties
22 shall file a declaration confirming that the claims have been paid and that administration of all of
23 the terms and conditions of the class action settlement have been completed. Should the Court find
24 that said declaration has sufficiently evidenced full and complete administration of the class action
25 settlement, said OSC hearing will go off-calendar.

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

IT IS SO ORDERED.

Dated: December 8, 2022

 
Stuart M. Rice / Judge
Judge of the Superior Court