

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Diego Aviles (SBN 315533)

diego@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiffs, KENIA BARAHONA, ANA MARIA GUARNIZO,
and ANEYSI REYES, on behalf of themselves 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 First Amended Stipulation re: Class Action and Representative Action Settlement ("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 given to the Class Members as required in the Preliminary Approval Order; and the Court having

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 considered all papers filed and proceedings had herein and otherwise being fully informed and good
2 cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

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

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

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

10 4. For settlement purposes only, the Court certifies the following class: all current and
11 former non-exempt, hourly-paid employees who worked directly for defendants The Belvedere
12 Hotel Partnership, Peninsula Beverly Hills Hotel Management, Inc., Peninsula Beverly Hills, Inc.,
13 and Peninsula Beverly Hills Holdings, LLC (collectively, "Defendants") at any time during from
14 April 29, 2019 through April 4, 2021 ("Class Period") in California at the Peninsula Beverly Hills
15 Hotel, located at 9822 S. Santa Monica Boulevard, Beverly Hills, California 90212 ("Class
16 Members").

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

22 6. Upon the entry of this Order granting Final Approval of the Settlement, entry of
23 Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement
24 Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs and all
25 Participating Class Members release the Released Parties of all claims against the Released Parties
26 asserted in the Operative Complaint filed in the Action, or any and all claims that may be asserted
27 against the Released Parties based on the factual allegations in the Operative Complaint filed in the
28 Action, as follows: For the duration of the Class Period, the release includes: (a) all claims for

1 failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for
2 failure to provide rest periods or compensation in lieu thereof; (d) all claims for failure to provide
3 meal periods or compensation in lieu thereof (e) all claims for failure to timely pay all wages due
4 upon termination or resignation; (f) all claims for non-compliant wage statements; and(g) all claims
5 asserted through California Business & Professions Code § 17200 et seq. arising out of the Labor
6 Code violations referenced in the Operative Complaint (collectively, the “Class Released Claims”).

7 7. For Aggrieved Employees, the release includes, for the duration of the PAGA
8 Period, all claims released during the Class Period, as well as all claims for civil penalties under
9 PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual
10 allegations and Labor Code sections alleged to have been violated in the Operative Complaint and
11 the PAGA Notice, which includes, without limitation, Labor Code sections 96. 98.6, 200, 201, 202,
12 203, 204, 226, 226.7, 246, 432, 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802 and
13 2810.5 (“PAGA Released Claims”).

14 8. Distribution of the Notice of Class Action Settlement (“Class Notice” or “Notice”)
15 directed to the Class Members as set forth in the Settlement Agreement and the other matters set
16 forth herein have been completed in conformity with the Preliminary Approval Order, including
17 individual notice to all Class Members who could be identified through reasonable effort, and was
18 the best notice practicable under the circumstances. This Class Notice provided due and adequate
19 notice of the proceedings and of the matters set forth therein, including the proposed class
20 settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and
21 the Class Notice fully satisfied the requirement of due process.

22 9. Zero (0) Settlement Class Members opted out of the Settlement and zero (0)
23 Settlement Class Members objected to the Settlement.

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

11. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs the parties to effectuate the settlement according to its terms. The Court finds that the settlement has been reached as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds that the Parties have conducted extensive and costly 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 this Action. The Court has noted the significant benefits to the Class Members under the settlement. The Court also finds that the class is properly certified as a class for settlement purposes only.

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

13. "Plaintiffs" means Kenia Barahona, Ana Maria Guranizo, and Aneysi Reyes.

14. The Court approves Plaintiffs as class representatives.

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

16. The Court approves Phoenix Settlement Administrators ("Phoenix or Settlement Administrator") as the Settlement Administrator.

17. The Court hereby awards Class Counsel attorneys' fees in the total amount of \$183,333.33 one-third (33.33%)
~~\$192,500.00~~, which is ~~thirty-five percent (35%)~~ of the Gross Settlement Amount and to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$12,739.90 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement

1 conferred a significant benefit on the Class and the necessity and financial burden of private
2 enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

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

14 19. The court hereby approves an incentive award of \$7,500.00 to Plaintiff Barahona,
15 and \$5,000.00 each to Plaintiff Guranizo, and Plaintiff Moreno, for a total of \$17,500.00 to
16 Plaintiffs, in consideration for their time, effort, and risk incurred on behalf of the Settlement Class,
17 and for providing a general release and releasing unknown claims pursuant to Civil Code section
18 1542. The incentive award will be paid to Plaintiffs by the Settlement Administrator from the Gross
19 Settlement Amount as set forth in the Settlement Agreement.

20 20. The Court hereby approves the Settlement Administrator's cost in the amount of
21 \$7,950.00. The Settlement Administrator, Phoenix, shall be paid the cost of administration of the
22 settlement from the Gross Settlement Amount.

23 21. The Court hereby approves the PAGA penalties amount of \$25,000.00, of which
24 \$18,750.00 shall be paid to the LWDA and the remaining \$6,250.00 to be distributed to the
25 "Aggrieved Employees", defined as Class Members working for Defendants during the period from
26 April 29, 2019, through August 7, 2021 ("PAGA Period") as non-exempt, hourly-paid employees.

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

1 23. Any checks from this distribution that are not cashed by Participating Class Members
2 within one hundred and eighty (180) calendar days from the date of their issuance shall be canceled
3 and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash
4 residue pursuant to Code of Civil Procedure section 384 ("Unpaid Residue"). The Unpaid Residue
5 plus accrued interest, if any, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery
6 St., Suite 600, San Francisco, California 94104 for use in Los Angeles County.

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

10 25. An Order to Show Cause Hearing Re: Final Administration of the Class Action
11 Settlement is hereby scheduled for October 9, 2023, at 9:00 a.m., in Department 1 of the above
12 entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file a
13 declaration confirming that the claims have been paid and that administration of all of the terms and
14 conditions of the class action settlement have been completed. Should the Court find that said
15 declaration has sufficiently evidenced full and complete administration of the class action
16 settlement, said OSC hearing will go off-calendar.

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

20
21 **IT IS SO ORDERED.**

22
23 Dated: December 8, 2022



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge
Judge of the Superior Court