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**FILED**  
 Superior Court of California  
 County of Los Angeles  
 07/02/2024  
 David W. Slayton, Executive Officer / Clerk of Court  
 By: I. Arellanes Deputy

Attorneys for Plaintiff Musharrof Hussain

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES

MUSHARROF HUSSAIN, individually, and on  
 behalf of other members of the general public  
 similarly situated,

Plaintiff,

vs.

WILSHIRE HM, LLC, a Delaware limited  
 liability company; SANTA MONICA PROPER  
 JV, LLC, a Delaware limited liability company;  
 PROPER HOSPITALITY, LLC, a Delaware  
 limited liability company; and DOES 1 through  
 10, inclusive,

Defendants.

Case No.: 20STCV37515

Assigned to the Hon. Kenneth R. Freeman

**~~PROPOSED~~ ORDER AND JUDGMENT  
 GRANTING MOTION FOR FINAL  
 APPROVAL OF CLASS ACTION  
 SETTLEMENT AND MOTION FOR  
 ATTORNEYS' FEES, COSTS, AND A CLASS  
 REPRESENTATIVE ENHANCEMENT  
 PAYMENT**

Date: July 2, 2024  
 Time: 10:00 a.m.  
 Place: Department 14

Complaint Filed: September 30, 2020

## ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the  
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,  
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will  
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were  
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the  
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement  
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released  
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants  
21 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
23 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability  
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. With the exception of the one individual who opted out of the Settlement Class, final  
26 approval shall be with respect to: All persons who were employed at the Santa Monica Proper Hotel in  
27 non-exempt, hourly positions at any time from September 30, 2016 through December 3, 2022.

28 11. Plaintiff Musharrof Hussain is an adequate and suitable representative and is hereby

1 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment  
2 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
3 Settlement Class, and that his interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of  
5 ~~\$10,000~~ <sup>\$8,500</sup> for his service on behalf of the Settlement Class, and for agreeing to a general release of all  
6 claims arising out of his employment with Defendants.

7 13. The Court finds that the attorneys at Capstone Law APC have the requisite  
8 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The  
9 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position  
10 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

11 14. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby  
12 approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce  
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to PAGA  
14 Members.

15 15. The Court hereby awards \$208,333 in attorneys' fees and \$20,328.56 in costs and  
16 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is  
17 reasonable for a contingency fee in a class action such as this. Counsel have also established the  
18 reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court  
19 finds that the attorney staffing, hours billed, and hourly rates are reasonable, and the multiplier is  
20 warranted under the circumstances.

21 16. The Court approves settlement administration costs and expenses in the amount of  
22 \$12,250 to CPT Group, Inc.

23 17. All Class Members were given a full and fair opportunity to participate in the Approval  
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
27 and Judgment shall be forever binding on all Participating Class Members. These Participating Class  
28 Members have released and forever discharged the Released Parties for any and all Released Class

Claims during the Class Period:

All claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid minimum wages; (d) all claims for the failure to provide one day of rest in seven; (e) all claims for the failure to reimburse for necessary business expenses; (f) all claims for the failure to timely pay wages upon termination based on the preceding claims; (g) all claims for the failure to timely pay wages during employment based on the preceding claims; (h) all claims for wage statement violations based on the preceding claims; and (i) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

18. Additionally, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiff's LWDA letter during the PAGA Period.

19. Judgment in this matter is entered in accordance with the above findings.

20. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

21. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the Settlement Administrator's website.

22. The Court sets a compliance hearing for 04/11/2025 at 4:00 PM, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than ~~February 28, 2025~~ noon on 04/09/2025.

**IT IS SO ORDERED, ADJUDGED, AND DECREED.**

Dated: 07/02/2024



  
Hon. Kenneth R. Freeman  
Los Angeles County Superior Court Judge  
Kenneth R. Freeman / Judge