

Electronically Received 06/22/2022 12:19 PM

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Molly Ann DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
4 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Mario Cordero

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 MARIO CORDERO, individually, and on
12 behalf of other members of the general public
similarly situated,

13 Plaintiff,

14 v.

15 SPIRE HOSPITALITY, LLC, a Delaware
16 limited liability company; AWH BURBANK
HOTEL, LLC, a Delaware limited liability
17 company; and DOES 1 through 10, inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

FILED
Superior Court of California
County of Los Angeles

06/30/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

Case No. 20STCV49475

Assigned to the Hon. Carolyn B. Kuhl

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

Date: June 22, 2022

Time: 10:30 a.m.

Place: Department 12

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5

8
9
0

- 1
- 2
- 3

45

6
7
8
9
0
1

2
3
4
56
7
8

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 or
21 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, or liability whatsoever by or against
24 Defendants or any of the other released parties.

25 10. Final approval shall be with respect to: Current and former California non-exempt
26 hourly employees of Defendants who worked at any time during the period from December 28, 2016
27 through December 2, 2021.

28 ///

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

5 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
6 \$7,500 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
7 claims arising out of his employment with Defendants.

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

12 14. The settlement of civil penalties under PAGA in the amount of \$10,000 is hereby
13 approved. Seventy-Five Percent (75%), or \$7,500, shall be paid to the California Labor and Workforce
14 Development Agency. The remaining Twenty-Five Percent (25%), or \$2,500, will be added to the Net
15 Settlement Amount.

16 15. The Court hereby awards \$166,666.67 in attorneys' fees and \$18,295 in costs and
17 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
18 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
19 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
20 fees via their lodestar crosscheck, ~~and the Court finds that the rates and hours billed are fair and~~
21 reasonable.

22 16. The Court approves settlement administration costs and expenses in the amount of
23 \$9,500 to CPT Group, Inc.

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

1 discharged the Defendants for any and all Released Claims:

2 Any and all claims, debts, liabilities, demands, obligations, guarantees, penalties,
3 costs, expenses, attorney's fees, damages, action or causes of action, contingent
4 or accrued, which relate to the allegations and claims asserted in the complaints
5 filed in the Action, including without limitation claims for: (1) unpaid overtime
6 (Cal Lab. Code §§ 510 and 1198); (2) unpaid minimum wage (Cal Lab. Code §§
7 1182.12, 1194, 1197, 1197.1, and 1198); (3) failure to provide meal periods (Cal
8 Lab. Code §§ 226.7, 512(a), 516, and 1198); (4) failure to authorize and permit
9 rest breaks (Cal Lab. Code §§ 226.7, 516, and 1198); (5) non-compliant wage
10 statements and failure to maintain payroll records (Cal Lab. Code §§ 226(a),
11 1174(d), and 1198); (6) failure to pay wages timely upon termination (Cal Lab.
12 Code §§ 201 and 202); (7) failure to timely pay wages during employment (Cal
13 Lab. Code § 204); (8) failure to provide one day of rest in seven (Cal Lab. Code
14 §§ 551, 552, and 558); (9) failure to provide reporting time pay (Cal Lab. Code
15 §§ 1198 and Cal. Code Regs. Title 8, Section 11050 Subdivision 5(A)); (10)
16 unreimbursed business expenses (Cal Lab. Code § 2802); (11) seeking civil
17 penalties pursuant to the Private Attorneys General Act ("PAGA") (Cal. Lab.
18 Code § 2698, et seq.); (12) unlawful business practices (Cal. Bus. & Prof. Code,
19 § 17200, et seq.); and (13) unfair business practices (Cal. Bus. & Prof. Code, §
20 17200, et seq.); claims for any alleged failure to pay all wages due (including
21 minimum wage and overtime wages), failure to pay for all hours worked,
22 including off-the clock work, pre- and post-shift work (such as donning and
23 doffing), failure to provide meal and rest periods, short/late meal and rest periods,
24 failure to relieve of all duties during meal and rest periods, failure to pay or
25 underpayment of meal and rest break premiums, auto-deduction of meal periods,
26 failure to timely pay wages and final wages, failure to properly calculate or
27 compensate at the regular rate of pay, failure to keep accurate records, failure to
28 furnish accurate wage statements, failure to provide one day of rest in seven,
failure to pay reporting time pay, failure to pay split shift premiums, failure to
compensate for time spent on mandatory drug testing or reimburse costs
associated with mandatory drug testing, failure to compensate for on-call or
standby time, failure to provide notice under Labor Code section 2810.5, failure
to provide suitable seating, liquidated damages, conversion of wages, pre and
post-shift work, record-keeping violations, and claims regarding failure to
reimburse business expenses, up to and including the date of preliminary
approval by the Court. The released claims include without limitation claims
meeting the above definition(s) under any and all applicable statutes, including
without limitation any provision of the California Labor Code; Private Attorneys
General Act (California Labor Code §§ 2698, et seq.); California Business &
Professions Code §§ 17200 et seq.; any provision of the applicable California
Industrial Welfare Commission Wage Orders based on the facts or claims
alleged in any version of the Complaints of letters to the Labor and Workforce
Development Agency in the Action.

18. This Court shall retain jurisdiction with respect to all matters related to the
administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or
related to the subject matter of the lawsuit, including but not limited to all matters related to the
settlement and the determination of all controversies relating thereto.

///

1 19. Plaintiff shall file a declaration from the Settlement Administrator regarding the
2 completion of settlement administration activities no later than May 2, 2023, as well as an amended
3 judgment re cy pres distribution.

4
5 **IT IS SO ORDERED.**

6
7 Dated: 06/30/2022



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Los Angeles County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **June 22, 2022**, I served the document described as: **[AMENDED PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND A CLASS REPRESENTATIVE SERVICE AWARD** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Andrew M. McNaught
amcnaught@seyfarth.com
Elizabeth J. MacGregor
emacgregor@seyfarth.com
SEYFARTH SHAW LLP
560 Mission Street, 31st Floor
San Francisco, California 94105

Attorneys for Defendants
SPIRE HOSPITALITY, LLC and AWH
BURBANK HOTEL, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** Due to the National Emergency and public health orders in California related to the coronavirus and COVID-19 pandemic, Capstone Law APC attorneys and staff are working remotely and therefore, have limited capabilities to send physical mail in the normal course of business. On this date, I personally transmitted the foregoing document(s) using electronic mail to the e-mail address(es) of the person(s) listed above.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 22, 2022**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature