

1 Raul Perez (SBN 174687)  
Raul.Perez@capstonelawyers.com  
2 Robert J. Drexler, Jr. (SBN 119119)  
Robert.Drexler@capstonelawyers.com  
3 Molly A. 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 Rocio Madrigal

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF MARIN

11 ROCIO MADRIGAL, individually, and on  
behalf of other members of the general public  
12 similarly situated,

13 Plaintiff,

14 vs.

15 SOLAGE MANAGEMENT, INC., a California  
corporation; AUBERGE RESORTS LLC, a  
16 Delaware limited liability company; and DOES  
1 through 10, inclusive,

17 Defendants.  
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**ELECTRONICALLY FILED**

Superior Court of California  
County of Marin

**12/05/2023**

James M. Kim, Clerk of the Court  
Q. Roary, Deputy

Case No. CIV2100081

Assigned to the Hon. Stephen P. Freccero

SPF **[PROPOSED] ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE SERVICE PAYMENT**

Date: December 5, 2023

Time: 1:30 p.m.

Place: Courtroom A

Complaint Filed: January 15, 2021

Trial Date: None Set

1 **ORDER AND JUDGMENT**

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

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

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

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

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

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

26 6. The Court has considered all relevant factors for determining the fairness of the  
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,  
28 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. Final approval shall be with respect to: (a) **Class Members**—All persons who worked  
26 for Defendants as non-exempt, hourly paid employees in California during the period from January 15,  
27 2017 to April 12, 2023; and (b) **Aggrieved Employees**— All persons who worked for Defendants as  
28 non-exempt, hourly paid employees in California during the period from February 4, 2020 to April 12,

2023

11. Plaintiff Rocio Madrigal is an adequate and suitable representative and is hereby appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that her interests are aligned with those of the Settlement Class.

12. The Court hereby awards Plaintiff a Class Representative Service Payment of \$10,000 for her service on behalf of the Settlement Class, and for agreeing to a general release of all claims arising out of her employment with Defendants.

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

14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to Aggrieved Employees.

15. The Court hereby awards \$300,000 in attorneys' fees and \$32,007.13 in costs and expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates and hours billed are fair and reasonable.

16. The Court approves settlement administration costs and expenses in the amount of \$15,750 to CPT Group, Inc.

17. All Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order

1 and Judgment shall be forever binding on all Participating Class Members. These Participating Class  
2 Members have released and forever discharged the Released Parties for any and all Released Class  
3 Claims during the Class Period: All claims that were alleged in the Operative Complaint, or reasonably  
4 could have been alleged in the Operative Complaint, or that reasonably arise from or reasonably relate to  
5 the facts and claims alleged in the Operative Complaint and ascertained in the course of the Action.

6 18. Additionally, all Aggrieved Employees and the LWDA have released and forever  
7 discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All  
8 claims for PAGA civil penalties under Labor Code sections 2698, *et seq.*, predicated on the violations of  
9 the applicable Labor Code sections and applicable Wage Orders as alleged in the LWDA Notices  
10 submitted by Plaintiff and the operative Complaint which occurred during the PAGA Period.

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

12 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and  
13 continuing jurisdiction over the above-captioned action and the parties under California Code of Civil  
14 Procedure § 664.6, including all Participating Settlement Members and Aggrieved Employees, for  
15 purposes of enforcing the terms of the Judgment entered herein.

16 21. This document shall constitute a judgment (and separate document constituting said  
17 judgment) for purposes of California Rules of Court, Rule 3.769(h).

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

20 Dated: 12/05/2023



21 Hon. Stephen P. Freccero  
22 Marin County Superior Court Judge  
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