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Attorneys for Plaintiffs Jose Hernandez and
Abimael Rodriguez Marrero

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOSE HERNANDEZ and ABIMAEL
RODRIGUEZ MARRERO, as aggrieved
employees pursuant to the Private Attorneys
General Act (“PAGA”), on behalf of the State of
California and other aggrieved employees,

Plaintiffs,

vs.

HISTORIC MISSION INN CORPORATION,
a California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 30-2021-01221100-CU-OE-CXC

Assigned to the Hon. Layne H. Melzer

**JOINT STIPULATION TO AMEND THE
ORDER APPROVING THE PARTIES’ PAGA
SETTLEMENT AGREEMENT AND
JUDGMENT; ~~AMENDED ORDER~~
APPROVING THE PARTIES’ PAGA
SETTLEMENT AGREEMENT AND
JUDGMENT**

Complaint Filed: September 13, 2021
Trial Date: None Set

1 Plaintiffs Jose Hernandez and Abimael Rodriguez Marrero ("Plaintiffs") and Defendant Historic
2 Mission Inn, Corp. ("Defendant") (collectively, the "Parties"), by and through their respective counsel of
3 record, hereby stipulate as follows:

4 WHEREAS, on March 18, 2026, this Court entered the Order Approving the Parties' PAGA
5 Settlement Agreement and Judgment ("Order").

6 WHEREAS, pursuant to the Parties' amended settlement agreement, the Gross Settlement
7 Amount was increased from \$920,000 to \$1,127,920.

8 WHEREAS, due to a clerical error, Paragraph 8 of the revised proposed Order submitted to the
9 Court incorrectly referenced the prior Gross Settlement Amount of \$920,000, rather than the correct
10 amount of \$1,127,920:

11 "The Court approves the gross settlement amount of \$920,000. After deducting
12 the approved amounts for attorneys' fees and costs, service awards, and
13 settlement administration costs, the net settlement amount of \$569,102.45 will be
14 allocated as follows: Seventy-Five Percent (75%), or approximately
\$426,826.84, shall be paid to the California Labor and Workforce Development
Agency, and the remaining Twenty-Five Percent (25%), or approximately
\$142,275.61, shall be paid to Aggrieved Employees."

15
16 WHEREAS, the Parties agree that the corrected Paragraph 8 should read as follows:

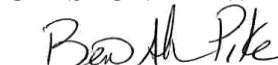
17 "The Court approves the gross settlement amount of \$1,127,920. After deducting
18 the approved amounts for attorneys' fees and costs, service awards, and
19 settlement administration costs, the net settlement amount of \$777,022.45 will be
20 allocated as follows: Seventy-Five Percent (75%), or approximately
\$582,766.84, shall be paid to the California Labor and Workforce Development
Agency, and the remaining Twenty-Five Percent (25%), or approximately
\$194,255.61, shall be paid to Aggrieved Employees."

21 NOW THEREFORE, the Parties apologize to the Court for this typographical error, and
22 respectfully request that the Court enter the attached [Proposed] Amended Order Approving the PAGA
23 Settlement Agreement and Judgment to correct this clerical error.

24 **IT IS SO STIPULATED.**

25 Dated: April 8, 2026

CAPSTONE LAW APC

26 By: 

27 Bevin Allen Pike
28 Attorneys for Plaintiffs Jose Hernandez and Abimael
Rodriguez Marrero

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Dated: April 8, 2026

STREAM KIM HICKS WRAGE & ALFARO

By: /s/ Amy Osborne
Amy Osborne
Attorneys for Defendant Historic Mission Inn, Corp.

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1 7. The Settlement is not an admission by Defendant, nor is this Order and Judgment a
2 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
3 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
4 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
5 concession, or liability whatsoever by or against Defendant.

6 8. The Court approves the gross settlement amount of \$1,127,920. After deducting the
7 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the
8 net settlement amount of \$777,022.45 will be allocated as follows: Seventy-Five Percent (75%), or
9 approximately \$582,766.84, shall be paid to the California Labor and Workforce Development Agency,
10 and the remaining Twenty-Five Percent (25%), or approximately \$194,255.61, shall be paid to
11 Aggrieved Employees.

12 9. The Court hereby awards \$310,000 in attorneys' fees and \$16,347.55 costs to Plaintiffs'
13 Counsel, Capstone Law APC and Lavi & Ebrahimian, LLP. The award of attorneys' fees and costs will
14 be divided as follows: (a) \$186,000 in attorneys' fees and \$6,532.58 in litigation costs to Capstone Law
15 APC; and (b) \$124,000 in attorneys' fees and \$9,814.97 in litigation costs to Lavi & Ebrahimian, LLP.

16 10. The Court approves Service Awards of \$5,000, each, to Jose Hernandez, Abimael
17 Rodriguez Marrero, and Andrea Seas.

18 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
19 approves Settlement Administration Costs of \$9,550.

20 12. For general releases of all claims Plaintiffs may have against Defendant, or its agents,
21 managers, officers, directors, employees or successors, arising out of their employment, Defendant
22 agrees to pay Plaintiffs the sum of Ten Thousand Dollars (\$10,000), paid to each named Plaintiff
23 individually (\$30,000.00 total). The General Release Payments will be paid separately from, and in
24 addition to, the Gross Settlement Amount.

25 13. Within five (5) court days after the Settlement Administrator issues payments to Andrea
26 Seas, the Parties will stipulate to dismiss the Seas Actions with prejudice.

27 14. The Final Accounting is set for December 3, 2026, at 2:00 p.m. in Department CX102.
28 Counsel shall submit the final report of the settlement administrator regarding the status of the settlement

1 administration no later than sixteen (16) court days prior to the hearing. The final report must include all
2 information necessary for the Court to determine the total amount of the settlement funds actually paid to
3 the Aggrieved Employees and all others in accordance with the Settlement, as well as the amount of
4 unclaimed funds, if any, remitted to the State Controller's Unclaimed Property Fund/the cy pre recipient.
5 If the settlement funds are not completely disbursed by the report deadline, counsel must request a
6 continuance. Failure to do so may result in the issuance of an Order to Show Cause re Monetary
7 Sanctions.

8 15. This Judgment shall be binding on all Aggrieved Employees and the State of California,
9 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
10 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
11 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
12 under PAGA is binding not only on the named employee plaintiff but also on state labor law
13 enforcement agencies and any aggrieved employee not a party to the proceeding).

14 16. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
15 and continuing jurisdiction under California Code of Civil Procedure § 664.6 and California Rule of
16 Court 3.769(h), over the above-captioned action and the parties for purposes of enforcing the terms of the
17 Judgment and the Settlement.

18 17. This document shall constitute a judgment under California Code of Civil Procedure §
19 664.6.

20
21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22
23 Date **April 07, 2026**_



24 HON. LAYNE H. MELZER
25 Orange County Superior Court Judge
26
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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 **March 19, 2026**, I served the document described as: **JOINT STIPULATION TO AMEND THE ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT; [PROPOSED] AMENDED ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT** 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:

Amy Osborne
amy.osborne@streamkim.com

Attorneys for Defendant
HISTORIC MISSION INN CORPORATION

Jamie Wrage
jamie.wrage@streamkim.com

Theodore Stream
theodore.stream@streamkim.com

STREAM KIM HICKS WRAGE &
ALFARO, P.C.
3403 10th Street, Suite 700
Riverside, CA 92501

☐ **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:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **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 PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **March 19, 2026**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name

Signature