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

JOSE HERNANDEZ and ABIMAE L
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

**[REVISED PROPOSED] ORDER
APPROVING THE PARTIES’ PAGA
SETTLEMENT AGREEMENT AND
JUDGMENT**

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

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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 \$920,000. After deducting the
7 approved amounts for attorneys' fees and costs, service awards, and settlement administration costs, the
8 net settlement amount of \$569,102.45 will be allocated as follows: Seventy-Five Percent (75%), or
9 approximately \$426,826.84, shall be paid to the California Labor and Workforce Development Agency,
10 and the remaining Twenty-Five Percent (25%), or approximately \$142,275.61, 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 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21
22
23 **March 18, 2026**
24 Date _____



HON. LAYNE H. MELZER
Orange County Superior Court Judge

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4 **PROOF OF SERVICE**

5 I am employed in the State of California, County of Los Angeles. I am over the age of
6 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000
Los Angeles, California 90067.

7 On **March 17, 2026**, I served the document described as: **[REVISED PROPOSED] ORDER**
8 **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
9 interested parties as follows [or] ☐ as stated on the attached service list:

10 Amy Osborne
amy.osborne@streamkim.com

Attorneys for Defendant
HISTORIC MISSION INN CORPORATION

11 Jamie Wrage
jamie.wrage@streamkim.com

12 Theodore Stream
theodore.stream@streamkim.com
13 STREAM KIM HICKS WRAGE &
ALFARO, P.C.
14 3403 10th Street, Suite 700
Riverside, CA 92501

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

18 ☐ **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
19 e-mail address or e-mail of record in this action.

20 ☒ **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
21 that database. This will constitute service of the document(s).

22 ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed
envelope, by hand to the counsel for Defendant.
23

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

25 Executed on **March 17, 2026**, at Los Angeles, California.

26 Xochitl Tapia
27 Type/Print Name


28 Signature