

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 PORFIRIA YOCUPICIO, individually,
11 and on behalf of all other similarly
situated,

12 Plaintiff,

13 vs.

14 PAE GROUP, LLC, a limited liability
15 company; ARCH RESOURCES
16 GROUP LLC, a limited liability
17 company; PACIFIC PEARL HOTEL
18 MANAGEMENT - SAN DIEGO, LLC,
a limited liability company; PACIFIC
PEARL HOTELS, LLC, a limited
liability company; and DOES 3 through
10, inclusive,

19 Defendants.
20

Case No. BC548550

[Assigned for all Purposes to the
Hon. Elihu M. Berle - Dept. 6]

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND MOTION FOR ATTORNEYS'
FEES, REIMBURSEMENT OF
EXPENSES, AND INCENTIVE
AWARDS**

Date: December 5, 2018
Time: 11:00 a.m.
Dept.: 6

21 The Motion for Final Approval of Class Action Settlement ("Final Approval
22 Motion") and the Motion for Attorneys' Fees, Reimbursement of Expenses, and Incentive
23 Awards ("Fees, Costs, and Incentive Award Application") came on for hearing on
24 December 5, 2018, at 11:00 a.m., in Department 6 of the above-entitled Court. The Parties
25 appeared through their respective counsel of record.

26 After reviewing all of the pleadings and evidence filed in support of the Final
27 Approval Motion and the Attorney's Fees, Costs, and Incentive Award Application, and
28 hearing any oral argument presented, the Court orders as follows:

1 **IT IS ORDERED, ADJUDGED, AND DECREED THAT:**

2 1. The Court has personal jurisdiction over the Parties, including all Class
3 Members, and has subject matter jurisdiction to approve the Settlement.

4 2. The Court finds that no class member objected to the Settlement Agreement

5 3. The Court finds that no class member requested to be excluded from the
6 Settlement.

7 4. The Court GRANTS Named Plaintiff's Motion for Final Approval of Class
8 Action Settlement.

9 5. The terms of the Amended Class Action Settlement Agreement ("Settlement
10 Agreement") was reached after arm's-length negotiations between experienced counsel
11 representing the Parties, after thorough legal and factual investigation. The Settlement is
12 fair, reasonable, and adequate, consistent and in compliance with all applicable
13 requirements of the California Code of Civil Procedure, the California and United States
14 Constitutions (including the Due Process Clause), the California Rules of Court and any
15 and all other applicable laws, and in the best interest of each of the Parties and the Class
16 Members. The Court specifically finds that the Settlement is a fair, reasonable and
17 adequate resolution of Plaintiffs' claims given the risk and expense, complexity, and
18 duration of further litigation.

19 6. The Parties and their counsel are ordered to implement and to consummate
20 the proposed Settlement Agreement according to its terms and provisions.

21 7. The Court GRANTS Named Plaintiff's Motion for Attorneys Fees, Incentive
22 Award and Costs as follows:

23 a. The Court awards Named Plaintiff Porifiria Yocupicio an incentive award of
24 \$5,000.00;

25 b. The Court awards Plaintiffs' counsel Rastegar Law Group, APC attorneys
26 fees in the amount of \$42,875.00;

27 c. The Court awards Plaintiffs' counsel Rastegar Law Group its costs in the
28 amount of \$21,000;

1 d. The Court finds the \$5,000.00 agreed to be paid for PAGA penalties to be
2 reasonable and orders the administrator Phoenix Class Action Administration Solutions to
3 remit to the California Labor and Workforce Development Agency \$3,750.00, which
4 represents seventy-five percent of the \$5,000.00, as mandated by Labor Code Section
5 2699(i). The \$1,250 portion of the PAGA penalties is to be included in the Net Settlement
6 Amount for distribution to the Class Members.

7 e. The Court awards Phoenix Class Action Administration Solutions \$8,000.00
8 for its services.

9 8. The terms of the Settlement Agreement are binding on all Parties and any and
10 all Class Members.

11 **IT IS SO ORDERED.**

12 Dated: December ____, 2018

13 _____
14 ELIHU M. BERLE
15 Superior Court Judge
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA,)
3 COUNTY OF LOS ANGELES) ss

4 I am employed in the County of Los Angeles, State of California. I am over the age
5 of eighteen (18) years and not a party to the within action. My business address is 22760
Hawthorne Boulevard, Suite 200, Torrance, CA 90505.

6 On November 5, 2018, I served the following document or documents:

7 **[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF**
8 **CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES,**
9 **REIMBURSEMENT OF EXPENSES, AND INCENTIVE AWARDS**

10 ☒ by placing a true copy thereof enclosed in sealed envelope(s) addressed as follows:

11 **SEE SERVICE LIST**

12 ☒ **BY MAIL**

13 ☐ I caused such envelope(s) to be deposited in the mail at Torrance, California. The
envelope(s) was/were mailed with postage thereon fully prepaid.

14 ☒ I am "readily familiar" with the firm's practice of collection and processing
15 correspondence for mailing. It is deposited with U.S. postal service on that same day with
16 postage thereon fully prepaid at Torrance, California in the ordinary course of business. I
am aware that on motion of party served, service is invalid if postal cancellation date or
postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

17 ☐ **BY NEXT BUSINESS DAY DELIVERY**

18 ☐ **BY EMAIL**

19 ☐ **BY PERSONAL SERVICE**

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

21 Executed: November 5, 2018, at Torrance, California.

22 
23 Jessica T. Moreno

SERVICE LIST

Michael E. Chase, Esq.
Bruce M. Timm, Esq.
Kimberly A. Lucia, Esq.
David R. Norton, Esq.
BOUTIN JONES INC.
555 Capitol Mall, Suite 1500
Sacramento, California 95814

Attorneys for Defendant Arch Resources Group, LLC

Jennifer Gaaghen, Esq.
PACIFIC PEARL HOTELS, LLC
8910 University Center Lane, Suite 640
San Diego, CA 92122

Attorney for Defendants and Cross-Defendants Pacific Pearl Hotels, LLC and Pacific Pearl Hotel Management – San Diego, LLC