

Kevin A. Lipeles (Bar No. 244275)
kevin@kallaw.com
Thomas H. Schelly (Bar No. 217285)
thomas@kallaw.com
LIPELES LAW GROUP, APC
1060 Aviation Blvd., Suite 100
Hermosa Beach, CA 90254
Telephone: (310) 322-2211
Facsimile: (310) 322-2252

Attorneys for Plaintiffs
GREGORY EDGAR SPENCER and
JENNIFER LYNN WOODRUFF

Joseph P. Sklar, Esq. (SBN. 336921)
joseph@landeggeresq.com
James M. Bacon (SBN. 350133)
James@landeggeresq.com
LANDEGGER VERANO, ALC
15760 Ventura Boulevard, Suite 1200
Encino, California 91436
Telephone: (818) 986-7561
Facsimile: (818) 986-5147

Attorneys for Defendant,
BEL AIRE HOSPITALITY, LLC dba MOTEL 6 STANTON

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

GREGORY EDGAR SPENCER, an
individual, on his own behalf and on behalf of
all others similarly situated; JENNIFER
LYNN WOODRUFF, an individual, on her
on behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

BEL AIRE HOSPITALITY LLC dba
MOTEL 6 STANTON, an Arizona limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

**CASE NO.: 30-2023-01304470-CU-OE-
CXC**

**JOINT SUPPLEMENTAL BRIEF IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL**

[Filed concurrently with the Supplemental
Declaration of Kevin Lipeles]

Judge: Hon. David Hoffer

Date: July 6, 2026

Time: 1:30 P.M.

Dept.: CX103

Complaint Filed: January 25, 2023

1 **I. INTRODUCTION**

2 Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff (collectively “Plaintiffs”),
3 on behalf of themselves and the putative Class, and Defendant Bel Aire Hospitality LLC dba Motel
4 6 Stanton, (“Defendant”) (collectively the “Parties”) respectfully submit the following
5 supplemental brief pursuant to the Court’s Minute Order dated March 16, 2026 (“Minute Order”),
6 requesting the same. The Parties have prepared an Amendment to the Class Action and PAGA
7 Settlement Agreement (“Amendment to Settlement Agreement”) and the Amendment to the Class
8 Notice (“Amended Class Notice”) to conform to the changes required by the Minute Order and
9 they are attached to the Supplemental Declaration of Kevin Lipeles In Support of Preliminary
10 Approval (“Supp. Lipeles Decl.”), as Exhibits A (Amendment to the Settlement Agreement),
11 Exhibit B (red-lined paragraphs of the Original Agreement¹) Exhibit C (red-lined version of the
12 Amended Class Notice) and Exhibit D (final version of the Amended Class Notice). *See*
13 Supplemental Lipeles Decl., ¶¶ 3-5. Accordingly, Plaintiffs request that the Court grant preliminary
14 approval of the proposed Settlement, approve the proposed notice plan, and schedule a final
15 approval hearing.

16 The Parties address below seriatim the points raised in the Court’s Minute Order.

17 **II. DISCUSSION**

18 **A. Escalator Clause**

19 The Parties have amended the Escalator Clause in the Original Agreement to read as
20 follows: Based on its records, Defendant estimates there are a total of 6,877 Workweeks for the
21 period of January 25, 2019 to May 22, 2025 (i.e., as of the date the Parties participated in
22 mediation). If the actual number of Workweeks for Class Members is greater than 110% of this
23 estimate (i.e., the Workweeks exceed 7,565), then Defendant agrees to increase the Gross
24 Settlement Amount on a proportional basis above the 110% threshold (i.e., if there is an 11%
25 increase in the number of Workweeks during the Class Period, Defendant would agree to increase
26 the Gross Settlement Amount by 1%). Defendant and Defense Counsel shall cooperate with Class

27 _____
28 ¹ The Class Action and PAGA Settlement Agreement entered into on or around October 27, 2025 is referred to as the “Original Agreement.”

1 Counsel in timely providing information prior to the filing of Plaintiff's Motion for Preliminary
2 Approval regarding whether the escalator clause has been triggered. Supp. Lipeles Decl., ¶6;
3 Amendment to Settlement Agreement, §D.

4 **B. Attorneys' Fees**

5 In their final approval papers, Plaintiffs will file a fee brief that provides information
6 regarding how attorneys' fees are calculated and a detailed lodestar analysis. Supp. Lipeles Decl.,
7 ¶7. Accordingly, the Court should preliminary approval Plaintiff's Counsel requested fees.

8 **C. Allocation to Wages**

9 The Parties have revised the allocation to wages to 33 1/3%. Supp. Lipeles Decl., ¶8;
10 Amendment to Settlement Agreement, §A.

11 **D. Final Determination of Opt-out Requests**

12 The Parties have amended section 7.5.2 of the Original Agreement to state that the Court
13 will ultimately decide any unresolved disputes regarding the authenticity of an opt-out request.
14 Section 7.5.2. of the Original Agreement is amended to read as follows: The Administrator may
15 not reject a Request for Exclusion as invalid because it fails to contain all the information
16 specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if
17 the Administrator can reasonably ascertain the identity of the person as a Class Member and the
18 Class Member's desire to be excluded. If the Administrator has reason to question the authenticity
19 of a Request for Exclusion, the Administrator may demand additional proof of the Class
20 Member's identity. The Court has the ultimate authority to decide any unresolved dispute as to the
21 authenticity of an opt-out request. Supp. Lipeles Decl., ¶9; Amendment to Settlement Agreement,
22 §C.

23 **E. Decision by the Court Concerning Workweek Disputes**

24 The Court's Minute Order incorrectly states that Section 7.5.4 of the Original Agreement
25 states that the Administrator will resolve workweek disputes. However, the Parties believe that the
26 Court was referring to Section 7.6. Section 7.6 states that "The Administrator's determination of
27 each Class Member's allocation of Workweeks and/or Pay Periods may be reviewed by the Court."
28

Thus, there does not seem to be a need to amend Section 7.6.

F. LWDA Letter

A true and correct copy of Plaintiffs' March 13, 2023, letter to the LWDA is attached to the Supplemental Lipeles Declaration as Exhibit E. Supp. Lipeles Decl., ¶15.

G. PAGA Released Claims

The Parties have amended section 5.3 of the Original Agreement to remove the following phrases: "the Operative Complaint in the Action," and "and ascertained in the course of the Action". *See* Amendment to Settlement Agreement, §B; *see also* Supp. Lipeles Decl., ¶10. The Parties have amended Section 5.3, the PAGA release to state: All Aggrieved Employees regardless of whether they are Participating Class Members or Non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged, or reasonably could have been alleged, based on the claims asserted in the PAGA notice provided on behalf of Plaintiffs to the LWDA arising during or with respect to the PAGA Period. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and may bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims. Amendment to Settlement Agreement, §B; Supp. Lipeles Decl., ¶11.

H. Address Change of Lipeles Law Group, APC

The Parties have amended paragraph 12.17 of the Original Agreement to reflect the current address of Lipeles Law Group, APC as follows: 1060 Aviation Blvd., Suite 100, Hermosa Beach, CA 90254. Supp. Lipeles Decl., ¶12.

I. Corrections to the Class Notice

The Parties have amended the Class Notice as follows: (1) the first column, third row of

Page 2 omits the statement “but not the PAGA Settlement”; (2) changed the department to CX103 in section 8 on page 9; and (4) changed the address for Lipeles Law Group APC on page 10 of the Class Notice to: 1060 Aviation Blvd., Suite 100, Hermosa Beach, CA 90254. Supp. Lipeles Decl., ¶13.

J. Final Approval Hearing Date

The Parties propose the following date for the Final Approval Hearing: December 22, 2026. Supp. Lipeles Decl., ¶14.

K. Service on the LWDA

On or about March 18, 2026, Plaintiffs served the LWDA with Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, supporting documents and Notice of Ruling. A Proof of Service was filed with this Court on the same date. Supp. Lipeles Decl., ¶16, exhibit F.

L. Service of Notice of Ruling

On or about March 18, 2026, Plaintiffs served a Notice of Ruling on Defendant and the LWDA. Supp. Lipeles Decl., ¶17, exhibit G.

III. CONCLUSION

For the reasons discussed above, the Parties request that the Court enter an order of preliminary approval of the class action settlement, approve the form of the proposed notice, and approve the proposed schedule, including setting a date for a final approval hearing.

Respectfully submitted,

DATED: June 22, 2026

LIPELES LAW GROUP, APC

By KL
Kevin Lipeles
Attorneys for Plaintiff and the Class

DATED: June 23, 2026

LANDEGGER VERANO, ALC

By JPS
Joseph P. Sklar
James M. Bacon
Attorneys for Defendant Bel Aire Hospitality,
LLC dba Motel 6 Stanton

PROOF OF SERVICE

I certify and declare that I am over the age of 18 years and not a party to this action and that my place of employment is in the County of Los Angeles, State of California, located at 1060 Aviation Blvd., Suite 100, Hermosa Beach, California 90254. My electronic service address is: LindaB@kallaw.com.

On this date hereon, I served a true copy of the following document(s):

JOINT SUPPLEMENTAL BRIEF IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL

By sending a true copy thereof to the address(es) listed below:

Alfred J. Landegger, Esq. Roxana E. Verano, Esq. James M. Bacon, Esq. Sophia Emrana, Esq. LANDEGGER VERANO, ALC 15760 Ventura Boulevard, Suite 1200 Encino, California 91436 Telephone: (818) 986-7561 Facsimile: (818) 986-5147	Attorneys For Defendants, <i>BEL AIRE HOSPITALITY, LLC. DBA MOTEL 6 STANTON</i> VIA EMAIL: alfred@landeggeresq.com roxana@landeggeresq.com james@landeggeresq.com sophia@landeggeresq.com

X	By E-Mail or Electronic Transmission. I caused the documents to be sent to the persons at the email address(es) listed above in a PDF file, and the transmission appeared to be successful.
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On June 23, 2026, I uploaded the aforementioned document to the LWDA through the State of California, Department of Industrial Relations Website at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>. A true and correct copy of the submission confirmation email is attached hereto.

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

Executed on June 23, 2026, at Hermosa Beach, California, 90254.



Linda Beck