

Karen I. Gold (State Bar No. 258360)
kgold@blackstonepc.com
Sara Pezeshkpour (State Bar No. 260240)
spezeshkpour@blackstonepc.com
Noam Y. Reiffman (State Bar No. 299446)
nreiffman@blackstonepc.com
Marissa A. Mayhood (State Bar No. 334376)
mmayhood@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiffs Mayra Campos Molina
and Yaneth Portillo de Cifuentes and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MAYRA CAMPOS MOLINA and YANETH
PORTILLO DE CIFUENTES, individually, and
on behalf of other members of the general public
similarly situated,

Plaintiffs,

vs.

HARBOR HOTELS, LLC, a California Limited
Liability Company; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 23STCV10683
(Related to Case No.: 23STCV16652)

Honorable Theresa M. Traber
Department 1

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: December 5, 2025
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: May 11, 2023
Trial Date: Not Set

1 Plaintiffs Mayra Campos Molina and Yaneth Portillo de Cifuentes’s (together, “Plaintiffs”)
2 Motion for Final Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs,
3 Enhancement Payments, and Settlement Administration Costs came before this Court on **December**
4 **5, 2025 at 10:30 a.m.** before the Honorable Theresa M. Traber in Department 1 of the above-captioned
5 Court located at 312 North Spring Street, Los Angeles, California 90012.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 and Class Notice and First Amendment to Joint Stipulation of Class Action and PAGA Settlement and
8 Class Notice (together, “Settlement Agreement” or “Settlement”), Plaintiffs’ Motion for Final
9 Approval of Class Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payments,
10 and Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of
11 Class Counsel (Karen I. Gold), the Class Representatives (Mayra Campos Molina and Yaneth Portillo
12 de Cifuentes), and the Settlement Administrator (Madely Nava on behalf of Apex Class Action LLC),
13 and the evidence and argument received by the Court in conjunction with the Motion for Preliminary
14 Approval of Class Action and PAGA Settlement and documents thereto, the Court grants final
15 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
16 DETERMINATION:

17 1. This Court has jurisdiction over the subject matter of the above-captioned action and
18 over Plaintiffs and Defendant Harbor Hotels, LLC (“Defendant”) (collectively, with Plaintiffs, the
19 “Parties”), including all members of the Class.

20 2. The Court finds that the following Class is properly certified as a class for settlement
21 purposes only: “All current and former hourly-paid and/or non-exempt employees who worked for
22 Defendant in the State of California at any time during the Class Period.” The “Class Period” is
23 defined as the period from May 11, 2019 through November 5, 2024.

24 3. The Court appoints Plaintiffs Mayra Campos Molina and Yaneth Portillo de Cifuentes
25 as the Class Representatives for settlement purposes only.

26 4. The Court appoints Jonathan M. Genish, Karen I. Gold, Sara Pezeshkpour, Noam Y.
27 Reiffman, and Marissa A. Mayhood of Blackstone Law, APC as Class Counsel for settlement purposes
28 only.

1 5. The Notice of Class Action and PAGA Settlement (“Class Notice”) provided to the
2 Class conforms with the requirements of California Code of Civil Procedure section 382, California
3 Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States
4 Constitutions, and any other applicable law, and constitutes the best notice practicable under the
5 circumstances, by providing individual notice to all Class Members who could be identified through
6 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
7 forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due
8 process.

9 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
13 3.769.

14 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
15 Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
16 by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any
17 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
18 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
19 by or against Defendant or any of the other Released Parties.

20 8. The Court finds that no Class Members have validly and timely opted out of the Class
21 Settlement and no Settlement Class Members have objected to the Class Settlement.

22 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
23 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves the payments from
24 the Gross Settlement Amount of Enhancement Payments to Plaintiffs in the amount of \$5,000.00 each
25 (total, \$10,000.00).

26 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
27 to Class Counsel in the sum of \$116,666.67 and reimbursement of actual litigation costs and expenses
28 to Class Counsel in the sum of \$16,600.71. The attorneys’ fees and reimbursement of litigation costs

1 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
2 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
3 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
4 obtained for the Class.

5 11. The Court approves and orders payment from the Gross Settlement Amount in the
6 amount of \$8,000.00 to Apex Class Action LLC for performance of settlement administration services.

7 12. The Court approves and orders payment in the amount of \$26,250.00 to the California
8 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
9 PAGA penalties.

10 13. It is hereby ordered that no later than forty-five (45) calendar days after the Effective
11 Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”)
12 within the meaning of Treasury Regulation Section 1.468B-1, et seq., to be established by the
13 Settlement Administrator. Defendant shall provide all information necessary for the Settlement
14 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
15 unemployment insurance tax ID number, and other information requested by the Settlement
16 Administrator, no later than five (5) business days after the Effective Date.

17 14. It is hereby ordered that five (5) business days of the funding of the Gross Settlement
18 Amount, the Settlement Administrator will distribute the Individual Settlement Payments to
19 Settlement Class Members, Individual PAGA Payments to PAGA Employees, LWDA Payment to the
20 LWDA, Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class Counsel, and
21 Settlement Administration Costs to itself. The Settlement Administrator shall also set aside the
22 Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and timely
23 forward these to the appropriate government authorities.

24 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
25 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
26 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
27 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
28 Division in the name of the Settlement Class Member and/or PAGA Employee.

1 16. Upon the full funding of the Gross Settlement Amount, Plaintiffs and all Settlement
2 Class Members will be deemed to have fully, finally, and forever released, settled, compromised,
3 relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands,
4 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were
5 alleged or which could have been alleged based on the factual allegations in the Class Action, arising
6 during the Class Period, under any federal, state, or local law, and shall specifically include claims for
7 Defendant’s alleged failure to pay overtime and minimum wages, provide meal and rest period
8 premium payments, provide accurate wage statements, timely pay wages upon termination, and
9 reimburse necessary business-related expenses in violation of California Labor Code Sections 510,
10 1198, 1194, 1197, 1197.1, 226.7, 512, 226(a), 201, 202, 203, 2800 and 2802, and applicable Industrial
11 Welfare Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest
12 in connection therewith, California Business and Professions Code sections 17200, et seq., and any
13 other claims, including claims for statutory penalties other than those under California Labor Code
14 Sections 2698 *et seq.*, pertaining to the Class Members (collectively, “Released Class Claims”).

15 17. Upon the full funding of the Gross Settlement Amount, Plaintiffs, the State of
16 California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
17 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
18 Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and PAGA
19 Action, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act
20 of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys’ fees and costs
21 related thereto, for Defendant’s alleged failure to pay overtime and minimum wages, provide meal
22 and rest period premium payments, provide accurate wage statements, timely pay wages upon
23 termination, and reimburse necessary business-related expenses in violation of California Labor Code
24 Sections 510, 1174(d), 1198, 1194, 1197, 1197.1, 226.7, 512, 226(a), 201, 202, 203, 204, 2800 and
25 2802, and applicable Industrial Welfare Commission Wage Orders (collectively, “Released PAGA
26 Claims”).

27 ///

28 ///

1 18. Upon the full funding of the Gross Settlement Amount, Plaintiffs, individually and on
2 their own behalf, will be deemed to have fully, finally, and forever released, settled, compromised,
3 relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands,
4 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or
5 nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
6 Plaintiffs, at any time of execution of the Settlement Agreement, had or claimed to have or may have,
7 including but not limited to any and all claims arising out of, relating to, or resulting from their
8 employment and/or separation of employment with the Released Parties, including any claims arising
9 under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating
10 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
11 of 1964, as amended, 42 U.S.C. § 1981; the Americans with Disabilities Act; the Family and Medical
12 Leave Act; the Employee Retirement Income Security Act; the California Family Rights Act; the
13 California Fair Employment and Housing Act; all claims for wages or penalties under the Fair Labor
14 Standards Act; all claims for wages or penalties under the California Labor Code; Business and
15 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
16 interference with legal rights; any and all other employment or discrimination laws; whistleblower
17 claims; any tort, fraud, or constitutional claims; and any breach of contract claims or claims of
18 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a
19 release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not
20 include a release of any claims that cannot be released hereunder by law. Plaintiffs understand and
21 expressly agree that the Settlement Agreement extends to claims that they have against Defendant, of
22 whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
23 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
24 or before the execution of the Settlement Agreement. Any and all rights granted under any state or
25 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
26 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
27 the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO
28 CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT

1 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
2 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
3 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4 19. "Released Parties" means Defendant Harbor Hotels, LLC and its current and former
5 officers, directors, members, insurers, shareholders, owners, parents, subsidiaries, affiliates,
6 predecessors, successors, assigns, employees, agents, attorneys, insurers, and any other person acting
7 by, through, or under Defendant.

8 20. This Court shall retain jurisdiction with respect to all matters related to the
9 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
10 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
11 Settlement and the determination of all controversies relating thereto.

12 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
13 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
14 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

15 22. A Non-Appeal Case Review re: Final Report is set for
16 _____ at _____ in Department 1 of this Court located at 312
17 North Spring Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final
18 Report by _____.

19 **IT IS SO ORDERED.**

20 Dated: _____

Honorable Theresa M. Traber