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

JUAN CARLOS TORRES, individually, and on
behalf of other members of the general public
similarly situated, and as an aggrieved employee
pursuant to the Private Attorney General Act
("PAGA"),

Plaintiff,

vs.

HARD ROCK INTERNATIONAL (USA),
INC., a Florida corporation; HARD ROCK
CAFE INTERNATIONAL (HOLLYWOOD),
INC., a Delaware corporation; HARD ROCK
SACRAMENTO FM, LLC, a Florida limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV11468

Assigned to the Hon. Carolyn B. Kuhl

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND A CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENT**

Date: January 8, 2025

Time: 11:00 a.m.

Place: Department 12

Complaint Filed: May 22, 2023

Trial Date: None Set

FILED
Superior Court of California
County of Los Angeles

01/21/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and a Class Representative Enhancement Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action and PAGA Settlement and Release and Addendum (collectively, "Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,

1 the Court finds that the settlement was reached following meaningful discovery and investigation
2 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
3 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
4 adequate, and reasonable.

5 7. In so finding, the Court has considered all evidence presented, including evidence
6 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
7 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
8 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
9 sufficient information about the nature and magnitude of the claims being settled, as well as the
10 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
11 which the Parties have agreed.

12 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
13 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
14 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
15 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
16 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
17 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
18 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
19 provides Class Members with fair and adequate relief.

20 9. The Settlement Agreement is not an admission by Defendant or by any other Released
21 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
22 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
23 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
24 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
25 whatsoever by or against Defendant or any of the other Released Parties.

26 10. With the exception of Donna Stakem who opted out of the Settlement Class, final
27 approval shall be with respect to: All persons who were employed by Defendant in the State of
28 California in non-exempt positions at any time during the period from May 22, 2019 through June 17,

1 2024.

2 11. Plaintiff Juan Carlos Torres is an adequate and suitable representative and is hereby
3 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
4 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
5 Settlement Class, and that his interests are aligned with those of the Settlement Class.

6 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
7 ~~\$10,000~~ \$7,500.00 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
8 claims arising out of his employment with Defendant.

9 13. The Court finds that the attorneys at Capstone Law APC have the requisite
10 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
11 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
12 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

13 14. The settlement of civil penalties under PAGA in the amount of \$100,000 is hereby
14 approved. Seventy-Five Percent (75%), or \$75,000, shall be paid to the California Labor and Workforce
15 Development Agency. The remaining Twenty-Five Percent (25%), or \$25,000, will be paid to PAGA
16 Members.

17 15. The Court hereby awards \$433,333 in attorneys' fees and \$15,801.80 in costs and
18 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
19 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
20 by the settlement.

21 16. The Court approves settlement administration costs and expenses in the amount of
22 \$13,500 to CPT Group, Inc.

23 17. All Class Members were given a full and fair opportunity to participate in the Approval
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
27 and Judgment shall be forever binding on all Participating Class Members. Upon the Funding Date (as
28 that term is defined by the Settlement Agreement), these Participating Class Members have released and

forever discharged the Released Parties for any and all Released Class Claims during the Class Period:

Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, known and unknown, contingent or accrued for, that were alleged or could have been alleged based on the facts and matters alleged in the First Amended Complaint and notice to the LWDA, including without limitation to, any and all claims for unreimbursed business expenses, alleged unpaid wages (including but not limited to overtime and minimum wages, and premiums), failure to provide meal periods and rest breaks and alleged unpaid meal period and rest break premiums, itemized wage statement penalties, sick pay, failure to maintain payroll records, waiting time penalties, failure to timely pay wages during employment, or relief under Business & Professions Code (including Section 17200 *et seq.*) based on the preceding claims, and claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties (but not including PAGA penalties) based on the facts and matters alleged in the First Amended Complaint and notice to the LWDA.

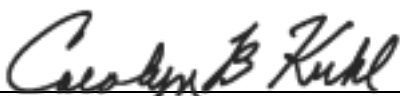
18. Additionally, upon the Funding Date, all PAGA Members and the LWDA have released and forever discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period: All claims for civil penalties under PAGA that were alleged or could have been alleged based on the facts and matters alleged in the First Amended Complaint and notice to the LWDA.

19. Judgment in this matter is entered in accordance with the above findings. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code § 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

20. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of settlement administration activities no later than November 14, 2025, as well as an amended judgment regarding the distribution of unclaimed residuals to The Justice Gap Fund a non-appearance case review for Nov. 18, 2025 maintained by The State Bar of California. The Court sets a ~~compliance hearing for~~ _____ at _____, at which time the Court will consider evidence that the distribution process is complete and that a final accounting may be approved.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 01/21/2025


Hon. Carolyn B. Kuhl
Los Angeles County Superior Court Judge