

1 GRAHAMHOLLIS APC
2 Graham S.P. Hollis (SBN 120577)
3 ghollis@grahamhollis.com
4 Hali M. Anderson (SBN 261816)
5 handerson@grahamhollis.com
6 Omarr Chavez (SBN 331508)
7 ochavez@grahamhollis.com
8 3555 Fifth Avenue, Suite 200
9 San Diego, California 92103
10 Telephone: 619.692.0800
11 Facsimile: 619.692.0822

12 Attorneys for Plaintiffs WALTER DAVID
13 RODRIGUEZ AND CYNTHIA CHAPMAN
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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF LOS ANGELES**

17 WALTER DAVID RODRIGUEZ and
18 CYNTHIA CHAPMAN, individually and on
19 behalf of all similarly situated employees of
20 Defendants in the State of California,

21 Plaintiffs,

22 v.

23 ATRIUM HOSPITALITY LP, and DOES 1
24 THROUGH 50, inclusive,

25 Defendants.
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FILED

Superior Court of California
County of Los Angeles

01/15/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case No.: 22STCV01713

~~PROPOSED~~ AMENDED JUDGMENT

Dept.: 17

Judge: Hon. Laura A. Seigle

Complaint filed: January 14, 2022

First Amended Complaint Filed: March 30, 2022

~~PROPOSED~~ AMENDED JUDGMENT

1 In accordance with, and for the reasons stated in the Order of Final Approval, final judgment is
2 hereby entered in this Action in favor of Plaintiffs Walter David Rodriguez and Cynthia Chapman in the
3 amount of \$1,170,000.00 against Defendant Atrium Hospitality, LP (“Defendant”) (Plaintiffs and
4 Defendant collectively referred to as the “Parties”). Plaintiffs and all Class Members shall take nothing
5 from Defendant, except as expressly set forth in the AMENDED CLASS ACTION AND PAGA
6 SETTLEMENT AGREEMENT (“Settlement,” “Settlement Agreement”) attached as **Exhibit 1** to the
7 Order on Final Approval, which is hereby incorporated by reference.

8 **IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

9 1. In accordance with the Order Granting Plaintiffs Walter David Rodriguez and Cynthia
10 Chapman’s Unopposed Motion for Final Approval of Class and PAGA Action Settlement, Class
11 Representative Service Awards, Administrator Expense Payment, Plaintiffs’ Application for Attorneys’
12 Fees and Costs in connection with final approval of Class and PAGA Action Settlement, the Court finds
13 the \$1,170,000.00 non-reversionary settlement fair, adequate, and reasonable and hereby enters final
14 judgment.

15 2. Regarding the Settlement Class:

- 16 • This Court grants class certification and hereby certifies the following settlement
17 class and subclass for purposes of effectuating the settlement:
 - 18 ○ **Non-Exempt Class:** which is defined as all current and former direct-hire
19 employees of Atrium Hospitality, LP and worked in the State of California
20 for Defendant at any time from January 14, 2018, to June 1, 2023 (the “Class
21 Period”).
- 22 • “Class Period” refers to the period of January 14, 2018, to June 1, 2023.
- 23 • The Court finds that zero (0) members of the Settlement Class objected to the
24 Settlement, and that there are a total of 1,467 Class Members.
- 25 • Upon Defendant’s funding of the Gross Settlement Amount, Defendant shall receive
26 a release from all Participating Class Members of all claims alleged in the Action or
27 that could have been alleged based on the facts asserted in the Action regardless of

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whether such claims arise under state and/or local law, statute, ordinance, regulation, common

- specifically include all claims under the laws alleged in the Action, as well as any and all claims, causes of action, damages, wages, premiums, penalties, attorneys' fees, costs, and any other form of relief or remedy in law, equity, of whatever kind or nature and for any relief whatsoever, including monetary, injunctive, or declaratory relief, whether direct or indirect, under state law, which the Plaintiffs or any Non-Exempt Class Member has against Defendant or its present and former officers, directors, members, managers, shareholders, agents, parents, subsidiaries, affiliates, insurers, operators, partners, joint ventures, franchisees, franchisors, consultants, attorneys, successors or assignees for any acts occurring during the Class Period that were pled or could have been pled in the Action based on the facts alleged in the Action. The Release shall expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, and workers' compensation except as to Plaintiffs who executed a general release.
- PAGA Group Employees** shall refer to all employees who worked for Defendant in the State of California at any time from November 10, 2020, to June 1, 2023 (the "PAGA Period").
- Upon Defendant's payment of the Gross Settlement Amount, Defendant and the Released Parties shall receive a release from the PAGA Group Employees of any and all claims for civil penalties under PAGA alleged in any of the LWDA notice letters submitted by Plaintiffs, during the PAGA Period.
- "Released Parties" refers to: Defendant or its present and former officers, directors, members, managers, shareholders, agents, owners, parents, subsidiaries, affiliates, insurers, operators, partners, joint venture, franchisees, franchisors, consultants, attorneys, successors, or assignees.

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3. Further, the Court hereby:

- Awards Class Counsel attorneys' fees of \$390,000.00 and litigation costs of \$16,575.80;
- Awards \$5,000.00 to Plaintiff Walter David Rodriguez and \$5,000.00 to Plaintiff Cynthia Chapman, as Class Representative Service Payments;
- Awards \$14,750 in claims administration costs to CPT Group, Inc.;
- Approves the payment of \$100,000.00, allocating 75% (\$75,000.00) paid to the California Labor Workforce Development Agency and 25% (\$25,000.00) in individual PAGA Payments to the PAGA Group Employees based on their PAGA Period Pay Periods.

4. Pursuant to California Rule of Court 3.769(h), this Court reserves exclusive and continuing jurisdiction over this action and the Parties for the purposes of: (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, and the Order of Final Approval; and (b) supervising distribution of amounts paid under this Settlement.

5. Payment to the cy pres recipient was made on January 14, 2025, in the amount of \$79,176.21 as reflected in the settlement administrator's sworn declaration filed with this Court.

IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.

Dated: 01/15/2025



Laura A. Seigle

Hon. Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge

TITLE OF CASE (ABBREVIATED): <i>Walter David Rodriguez, et al. v. Atrium Hospitality LP</i>		Electronically FILED by Superior Court of California, County of Los Angeles 1/14/2025 4:25 PM David W. Slayton, Executive Officer/Clerk of Court, By R. Lozano, Deputy Clerk
ATTORNEY(S) NAME AND ADDRESS: GRAHAMHOLLIS APC Graham S.P. Hollis (SBN 120577) Hali Anderson (SBN 261816) Ommar Chavez (SBN 331508) 3555 Fifth Avenue, Suite 200 San Diego, California 92103	TELEPHONE 619.692.0800 FACSIMILE 619.692.0822	
ATTORNEYS FOR: Plaintiffs Walter David Rodriguez and Cynthia Chapman	HEARING: DATE-TIME-DEPT.	CASE NUMBER 22STCV01713

PROOF OF SERVICE

I, Florence L. Goldson, declare at the time of service I was over 18 years old and not a party to the action. I am employed in San Diego County, California. My business address is 3555 Fifth Avenue, Suite 200, San Diego, California 92103. On January 14, 2025, I served the following document(s):

- **[PROPOSED] AMENDED JUDGMENT**
- **DECLARATION OF VERONICA OLIVARES ON BEHALF OF CPT GROUP, INC. REGARDING DISBURSEMENT OF CLASS ACTION SETTLEMENT**

Upon:

Linda Claxton, CA Bar No. 125729

Attorneys for Defendant Atrium Hospitality LP

linda.claxton@ogletree.com

Ryan T. Chuman, CA Bar No. 300695

ryan.chuman@ogletree.com

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

400 South Hope Street, Suite 1200

Los Angeles, CA 90071

Telephone: 213-239-9800

Fax: 213.239.9045

- ☒ **(BY ELECTRONIC TRANSMISSION)** I caused service of such document(s) by emailing the document(s) to the person(s) at the email address(es) listed above based on a Court order, statute, local rule, or an agreement of the parties to accept service of such document(s) by email. No electronic message or other indication that the transmission was unsuccessful was received by the serving party within a reasonable time after the transmission.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 14, 2025.



Florence L. Goldson