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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

IREAN AMARO, individually, and on behalf of
other members of the general public similarly
situated and as aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

ANAHEIM ARENA MANAGEMENT, LLC, a
California limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 30-2017-00917542-CU-OE-CXC

CLASS ACTION

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

Date: July 12, 2019
Time: 1:30 p.m.
Place: Department CX101

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX LITIGATION CENTER

AUG 20 2019

DAVID H. YAMASAKI, Clerk of the Court

BY: Larry B... DEPUTY

1 **ORDER**

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

9 1. For the reasons set forth in the order granting the Motion for Preliminary Approval of
10 Class Action Settlement, which are adopted and incorporated herein by reference, this Court finds that
11 the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California
12 Rules of Court have been satisfied.

13 2. This Order hereby adopts and incorporates by reference the: (1) Amended Joint
14 Stipulation of Class Action Settlement and Release and Addendum thereto (collectively, "Settlement
15 Agreement" or "Settlement"), which is attached collectively as **Exhibit A**, and (2) the Court's July 12,
16 2019 Minute Order, which is attached as **Exhibit B**.

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

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

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

29 6. The Court has considered all relevant factors for determining the fairness of the
30 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
31 the Court finds that the settlement was reached following meaningful discovery and investigation
32 conducted by Plaintiff's Counsel; that the settlement is the result of informed, adversarial, and arm's-

1 length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
2 adequate, and reasonable.

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

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

18 9. The Court accordingly overrules all objection to the Settlement.

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

25 11. Final approval shall be with respect to: All current and former employees of Defendant
26 Anaheim Arena Management, LLC who were or are employed in the State of California and worked for
27 Defendant as hourly or non-exempt employees during the period from December 5, 2010 to December
28 14, 2018.

29 12. Plaintiff Irean Amaro is a suitable Class Representative and is hereby appointed the
30 Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
31 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
32 Class, and that her interests are aligned with those of the Settlement Class.

1 13. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
2 \$5,000 for her service on behalf of the Settlement Class, and for agreeing to a broader release than those
3 required of other Class Members.

4 14. The Court finds that the attorneys at Capstone Law APC have the requisite
5 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
6 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
7 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

8 15. The settlement of civil penalties under PAGA in the amount of \$240,000 is hereby
9 approved. Seventy-Five Percent (75%), or \$180,000, shall be paid to the California Labor and
10 Workforce Development Agency. The remaining Twenty-Five Percent (25%), or \$60,000, will be
11 distributed to all Class Members who worked during the period from December 5, 2013 to December
12 14, 2018.

13 16. The Court hereby awards \$583,333 in attorneys' fees and \$10,266.87 in costs and
14 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
15 reasonable both as a percentage of the common fund and as a cross-check.

16 17. The Court approves settlement administration costs and expenses in the amount of
17 \$43,500 to CPT Group, Inc.

18 18. The Court sets a Final Accounting Hearing for January 22, 2020 at 1:30 p.m. in
19 Department CX101. Plaintiff shall file and serve a report/declaration summarizing all distributions made
20 pursuant to the approved Settlement on or before January 14, 2020.

21
22 **IT IS SO ORDERED.**

23
24 Dated: _____

8/20/19



Hon. Glenda Sanders
Superior Court of California