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FILED

By Superior Court of California, County of San Mateo

ON 04/25/2025

By /s/ Correa, Haley

Deputy Clerk

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4/17/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

Attorneys for Plaintiff Tannia Ayala

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

TANNIA AYALA, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

v.

RHR CALIFORNIA SERVICES, L.L.C., a
California limited liability company;
ROSEWOOD HOTELS AND RESORTS,
LLC, a Delaware limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23-CIV-02830

Assigned to the Hon. Don Franchi

DF

~~[AMENDED PROPOSED]~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS

Date: April 14, 2025

Time: 3:00 p.m.

Place: Department 15

Complaint Filed: December 13, 2022

Trial Date: None Set

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 Class Representative Enhancement Payments (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 ("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, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

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

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

19 9. The Settlement Agreement is not an admission by Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or 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, waiver of defenses, or liability
24 whatsoever by or against Defendants or any of the other Released Parties.

25 10. With the exception of the two individuals who opted out of the Settlement Class, final
26 approval shall be with respect to: All persons who worked for Defendant RHR California Services, LLC,
27 as non-exempt, hourly paid employees in California at any time during the period from March 12, 2019
28 through March 12, 2024.

1 11. Plaintiffs Tannia Ayala, Angel Gutierrez, and Jesus Martinez-Arisceta are adequate and
2 suitable representatives and are hereby appointed the Class Representatives for the Settlement Class. The
3 Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured
4 adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of
5 the Settlement Class.

6 12. The Court hereby awards Class Representative Enhancement Payments of \$4,000 to
7 Class Representatives Angel Gutierrez and Jesus Martinez-Arisceta, and a Class Representative
8 Enhancement Payment of \$6,500 to Tanya Ayala.

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

14 14. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby
15 approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce
16 Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to PAGA
17 Members.

18 15. The Court hereby awards \$266,667 in attorneys' fees and \$19,469.34 in costs and
19 expenses to Capstone Law APC and Messrelian Law Inc. The Court finds that the requested award of
20 attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of the
21 common fund created by the settlement. Counsel have also established the reasonableness of the
22 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney
23 staffing, hours billed, and hourly rates are reasonable, and the multiplier is warranted under the
24 circumstances. The award of attorneys' fees and costs will be divided as follows: (i) \$233,333.62 in
25 attorneys' fees and \$17,274.16 in litigation costs to Capstone Law APC; and (ii) \$33,333.38 in attorneys'
26 fees and \$33,333.38 in litigation costs to \$2,195.18 to Messrelian Law Inc.

27 16. The Court approves settlement administration costs and expenses in the amount of
28 \$12,500 to CPT Group, Inc.

17. All Class Members were given a full and fair opportunity to participate in the Final Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class Members. These Participating Class Members have released and forever discharged the Released Parties for any and all Released Class Claims during the Class Period:

All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in any of the complaints filed in the Actions during the Class Period, including: (1) Labor Code §§ 218.6, 510 and 1198 (unpaid overtime); (2) Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) Labor Code §§ 226.7, 512, 516, and 1198 (failure to provide meal periods); (4) Labor Code §§ 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) Labor Code §§ 226, 1174, and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) Labor Code §§ 201 and 202 (wages not timely paid upon termination); (7) Labor Code § 204 (failure to timely pay wages during employment); (8) Labor Code § 2802 (unreimbursed business expenses); (9) regulations and wage orders relating to any of the Labor Code provisions identified above; (10) California Business & Professions Code sections 17200, *et seq.* (unlawful business practices) based on the preceding claims; and (11) California Business & Professions Code sections 17200, *et seq.* (unfair business practices) based on the preceding claims.

18. Additionally, 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 California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs' LWDA letters during the PAGA Period. 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.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

04/22/2025

Dated: _____

Electronically

SIGNED

By /s/ Franchi, Don

Hon. Don Franchi

San Mateo County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **April 17, 2025**, I served the document described as **PROPOSED ORDER (COVER SHEET)** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Jiyun Cameron Lee
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33 New Montgomery
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Attorneys Defendants
RHR CALIFORNIA SERVICES, L.L.C.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **April 17, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature