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FILED
Superior Court of California
County of Los Angeles
09/20/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. M'Greené Deputy

6 Attorneys for Plaintiff(s),
7 KYLE COLLINS, and all others similarly situated
8 (Additional attorneys for Plaintiff(s) on following page)

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**
11 **(UNLIMITED JURISDICTION)**

12 KYLE COLLINS, on behalf of himself and all
13 others similarly situated, and the general public,

Case No.: 19STCV10586

14 *Plaintiff(s),*

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
SETTLEMENT**

15 vs.

Hearing Information

16 SPA PRODUCTS IMPORT AND
17 DISTRIBUTION CO., LLC, a New York
18 limited liability company; XPRESSPA
19 HOLDINGS, LLC, a New York limited
20 liability company; XPRESSPA LAX
21 AIRPORT, LLC, a New York limited liability
22 company; XPRESSPA LAX TOM
23 BRADLEY, LLC, a New York limited liability
24 company; XSPRESSPA JOHN WAYNE
25 AIRPORT, LLC, a New York limited liability
26 company; XSPRESSPA S.F.
27 INTERNATIONAL, LLC, a New York limited
liability company; and DOES 1-50, inclusive,

Action filed: 3/28/2019
Hearing Date: 8/29/2022
Hearing Time: 11:30 a.m.
Hearing Dept: SSC-12, The Honorable
Carolyn B. Kuhl

Defendant(s).



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KYLE COLLINS, and all others similarly situated



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2 This matter came on for hearing on August 29, 2022 at 11:30 a.m. in Department SSC-
3 12 of the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action
4 Settlement pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended
5 Joint Stipulation Of Class Action And Representative Action Pursuant To Labor Code § 2699(F)
6 Settlement And Release Between Plaintiff, On Behalf Of Himself And All Others Similarly
7 Situated And Aggrieved, And Defendants (the "Settlement") filed herewith which provides for
8 a Gross Settlement Amount ("GSA") of \$513,300.00 in compromise of all disputed claims on
9 behalf of current and former non-exempt delivery service and field service employees employed
10 by Defendants Spa Products Import And Distribution Co., LLC, XpresSpa Holdings, LLC,
11 XpresSpa LAX Airport, LLC, XpresSpa LAX Tom Bradley, LLC, XspresSpa John Wayne
12 Airport, LLC, and XspresSpa S.F. International, LLC (collectively "Defendants") who worked
13 in California during the Class Period. All capitalized terms used herein shall have the same
14 meaning as defined in the Settlement.

15 In accordance with the Court's prior ruling granting Preliminary Approval of Class
16 Action Settlement, Class Members have been given notice of the terms of the Settlement and
17 the opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
18 received and considered the Settlement, the supporting papers filed by the Parties, and the
19 evidence and argument received by the Court in conjunction with the motions for preliminary
20 and final approval of the Settlement, the Court grants final approval of the Settlement and
21 **HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING**
22 **DETERMINATIONS:**

23 1. The Court has jurisdiction over the subject matter of the Action and over all
24 Parties to the Action, including all Class Members who did not request to be excluded from the
25 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of
26 Class Action Settlement of February 25, 2022, the Notice was sent to each Class Member by
27 First Class U.S. mail. The Notice informed Class Members of the terms of the Settlement, their
right to receive their proportional share of the Settlement, their right to request exclusion, their
right to comment upon or object to the Settlement, and their right to appear in person or by
counsel at the final approval hearing and be heard regarding final approval of the Settlement.
Adequate periods of time were provided by each of these procedures. No member of the Class



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1 presented written objections to the proposed Settlement as part of this notice process, stated an
2 intention to appear, or actually appeared at the final approval hearing.

3 2. For purposes of this Settlement, “Class”, or “Class Members” or “Settlement
4 Class” means all individuals Defendants employed in California as hourly, non-exempts during
5 the Class Period. The “Class Period” means the period of time from March 28, 2015 through
6 May 23, 2020.

7 3. The Court finds and determines that the notice procedure afforded adequate
8 protections to Class Members and provides the basis for the Court to make an informed decision
9 regarding final approval of the Settlement based on the responses of Class Members. The Court
10 finds and determines that the notice provided in this case was the best notice practicable, which
11 satisfied the requirements of law and due process as to all persons entitled to such notice.

12 4. **Release by Plaintiff and Class Members.** As of the date of the Judgment, the
13 Settlement will release any further attempt, by lawsuit, administrative claim or action, arbitration,
14 demand, or other action of any kind by each. And all of the Settlement Class Members (including
15 participation to any extent in any representative or collective action), against Defendants and all
16 of those entities’ and individual’s past, present and future agents, employees, servants, officers,
17 directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents,
18 subsidiaries, equity sponsors, related corporations, divisions, joint venturers, assigns,
19 predecessors, successors, service providers, insurers, consultants, subcontractors, joint
20 employers, employee benefit plans and fiduciaries thereof, affiliated organizations, and all
21 persons acting under, by, through or in concert with any of them, and each of them, arising during
22 the period March 28, 2015 through May 23, 2020, and arising from, could have been asserted, or
23 related in any way to the claims asserted in the Action against Defendants. The Settlement Class
24 Members will release and discharge Defendants, and any of their former and present parents,
25 subsidiaries, owners, shareholders, officers, directors, employees, affiliates, successors, assigns,
26 agents, attorneys, legal representatives (“Released Parties”).

27 5. The Court further finds and determines that the terms of the Settlement are fair,
reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
provisions of the Settlement, including the release of claims contained therein, should be and
hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
according to its terms. As of the Effective Date of Settlement, and for the duration of the Class



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1 Period, all Class Members are hereby deemed to have waived and released all Released Claims
2 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees
3 as fully set forth in the Settlement. No objections were received by the Parties or the Court
4 through the date of this Final Order and Judgment. The Court finds that no Class Member
5 submitted a request for exclusion from the Settlement as determined by the Claims
Administrator and therefore is/are not in the Settlement Class.

6 6. The Court finds and determines that (a) the Individual Settlement Payments to
7 be paid to Participating Class Members and (b) the \$18,478.80 payment to the LWDA for the
8 PAGA penalty under the California Labor Code Private Attorneys General Act of 2004, as
9 amended, California Labor Code sections 2699 et seq., as provided for by the Settlement are fair
10 and reasonable. The Court hereby grants final approval to, and orders the payment of, those
11 amounts be made to the Participating Class Members and to the California Labor & Workforce
Development Agency, in accordance with the terms of the Settlement.

12 7. The Court further grants final approval to and orders that the following payments
13 be made in accordance with the terms of the Settlement:

14 a. An award of Attorneys' Fees in the amount of \$171,100.00 for attorney's
15 fees and an award of Attorneys' Costs in the amount of \$12,732.62 to Class Counsel;

16 b. ~~\$15,000.00~~ as a Class Representative Enhancement Payment payable to
17 Plaintiff Kyle Collins for his service as the class representative; and

18 c. \$12,500.00 in Claims Administration Costs payable to CPT Group, Inc.
19 for its services as the Claims Administrator.

20 d. Payment of \$18,478.80 (75% of the \$24,638.40 PAGA penalty) to the
21 LWDA; and

22 e. Employer-side payroll taxes (to be paid in addition to the Gross
23 Settlement Amount by Defendant.

24 8. The settlement administration shall proceed as directed in the Settlement, and no
25 payments pursuant to the Settlement shall be distributed until after the date the Effective Date.
26 Without affecting the finality of this Final Order and Judgment in any way, the Court retains
27 jurisdiction of all matters relating to the interpretation, administration, implementation,
effectuation and enforcement of this Final Order and Judgment and the Settlement pursuant to
California Rule of Court 3.769(h).



1 9. Within 30 calendar days of the Effective Date, Defendants shall deposit the
2 Settlement proceeds in an account designated by the Claims Administrator: (i) the total amount
3 of all Individual Settlement Payments to Participating Class Members, (ii) the Court approved
4 Class Counsel fees & costs, (iii) the Court-approved Class Representative Enhancement
5 Payment, (iv) the Court-approved costs of the Claims Administrator, and (v) the payment to the
6 LWDA. Defendants shall also pay their share of the employer-side payroll taxes in addition to
the GSA.

7 10. Defendants' payment of such sums shall be the sole financial obligation of
8 Defendants under the Settlement, and shall be in full satisfaction of all claims released herein,
9 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
10 expenses.

11 11. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
12 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
13 Share check. All uncashed checks will not be reissued and will be sent to the State of California
14 Unclaimed Property Fund in the name of the employee pursuant to California Code of Civil
Procedure Section 384.

15 13. Nothing in this Final Order and Judgment shall preclude any action to enforce
16 the Parties' obligations under the Settlement or hereunder, including the requirement that
17 Defendants deposit funds for distribution by the Claims Administrator to participating Class
Members in accordance with the Settlement.

18 14. The Court hereby enters final Judgment in this case in accordance with the terms
19 of the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement,
20 and this Final Order and Judgment.

21 15. The Parties are hereby ordered to comply with the terms of the Settlement.

22 16. The Parties shall bear their own costs and attorneys' fees except as otherwise
23 provided by the Settlement and this Final Order and Judgment.

24 17. The Settlement is not an admission by Defendants nor is this Final Order and
25 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by
26 Defendants. Furthermore, the Settlement is not a concession by Defendants and shall not be used
27 as an admission of any fault, omission, or wrongdoing by Defendants. Neither this Final Order
and Judgment, Settlement, any document referred to herein, any exhibit to any document



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1 referred to herein, any action taken to carry out the Settlement, nor any negotiations or
2 proceedings related to the Settlement are to be construed as, or deemed to be evidence of, or an
3 admission or concession with regard to, the denials or defenses of Defendants, and shall not be
4 offered in evidence in any proceeding against the Parties hereto in any Court, administrative
5 agency, or other tribunal for any purpose whatsoever other than to enforce the provisions of this
6 Final Order and Judgment. This Final Order and Judgment, the Settlement and exhibits thereto,
7 and any other papers and records on file in the Action may be filed in this Court or in any other
8 litigation as evidence of the settlement by Defendants to support a defense of res judicata,
9 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
the Release Class Claims and the Released PAGA Claims.

10 18. This document shall constitute a Judgment for purposes of California Rule of
Court 3.769(h).

11 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

12 Date: 09/20/2022
13 _____

14  Carolyn B. Kuhl
15 _____

16 The Honorable Carolyn B. Kuhl
17 Judge of the Superior Court
18 Carolyn B. Kuhl / Judge

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