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Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Molly A. DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

FILED
Superior Court of California
County of Los Angeles
10/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

Attorneys for Plaintiff Leticia Limon

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

LETICIA LIMON, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

CRESTLINE HOTELS & RESORTS, LLC, a
Delaware limited liability company; BARCELO
CRESTLINE CORPORATION, a Maryland
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV37266

Assigned to the Hon. Kenneth R. Freeman

~~AMENDED PROPOSED~~ 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: October 11, 2022
Time: 10:00 a.m.
Place: Department 14

Complaint Filed: September 30, 2020

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 determining that the settlement is fair, adequate and reasonable, and otherwise being
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

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

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Amended Joint Stipulation of Class Action Settlement and Release (collectively, “Settlement
13 Agreement” or “Settlement”), together with the definitions and terms used and contained therein.

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

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

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

26 6. The Court has considered all relevant factors for determining the fairness of the
27 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
28 the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's 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 Plaintiff's 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 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, waiver of defenses, or liability
24 whatsoever by or against Defendant or any of the other Released Parties.

25 10. Final approval shall be with respect to: All persons who were employed in non-exempt
26 positions at one of Crestline Hotels & Resorts LLC's California managed hotels at any time from
27 September 17, 2016 through May 20, 2022.

28 11. Plaintiff Leticia Limon is an adequate and suitable representative and is hereby

1 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment
2 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
3 Settlement Class, and that her interests are aligned with those of the Settlement Class.

4 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
5 \$7,500 for her service on behalf of the Settlement Class, and for agreeing to a general release of all
6 claims arising out of her employment with Defendant.

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

11 14. The settlement of civil penalties under PAGA in the amount of \$60,000 is hereby
12 approved. Seventy-Five Percent (75%), or \$45,000, shall be paid to the California Labor and Workforce
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$15,000, will be paid to PAGA
14 Members.

15 15. The Court hereby awards \$366,667 in attorneys' fees and \$20,000 in costs and expenses
16 to Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a
17 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
18 settlement. The Court also finds that the fee award is appropriate in light of the benefit obtained for the
19 class and the efficiency with which class counsel conducted the litigation.

20 16. The Court approves settlement administration costs and expenses in the amount of
21 \$9,000 to CPT Group, Inc.

22 17. All Class Members were given a full and fair opportunity to participate in the Approval
23 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
24 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
25 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
26 shall be forever binding on all Participating Class Members. These Participating Class Members have
27 released and forever discharged the Released Parties from any and all Released Class Claims: All claims,
28 rights, demands, liabilities, and causes of action, arising from, or reasonably related to, the same set of

1 operative facts as those set forth in the operative first amended complaint accruing during the Class
2 Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest period violations;
3 (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon
4 termination, including vested vacation wages; (v) all claims for the failure to timely pay wages during
5 employment; (vi) all claims for wage statement violations; (vii) all claims for the failure to provide one
6 day of rest in seven; (viii) all claims for the failure to reimburse for necessary business expenses,
7 including mandatory physical examinations or drug testing; and (ix) all claims asserted through
8 California Business & Professions Code §§ 17200, *et seq.* based on the preceding claims.

9 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
10 the Released Parties for any and all Released PAGA Claims: All claims, rights, demands, liabilities, and
11 causes of action for PAGA civil penalties accruing during the PAGA Period that were or reasonably
12 could have been pleaded based on the factual allegations set forth in the operative first amended
13 Complaint and any PAGA Letters submitted to the LWDA by Plaintiff, including: (i) all claims for
14 unpaid overtime; (ii) all claims for meal and rest period violations; (iii) all claims for unpaid minimum
15 wages; (iv) all claims for the failure to timely pay wages upon termination, including vested vacation
16 wages; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for wage
17 statement violations; (vii) all claims for the failure to provide one day of rest in seven; (viii) all claims
18 relating to suitable seating; (ix) all claims for the failure to reimburse for necessary business expenses,
19 including mandatory physical examinations or drug testing; and (x) all claims for failure to provide
20 notice of material terms of employment.

21 19. Judgment in this matter is entered in accordance with the above findings.

22 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
23 continuing jurisdiction over the above-captioned action and the parties, including all Participating Class
24 Members and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein.

25 21. This document shall constitute a judgment (and separate document constituting said
26 judgment) for purposes of California Rules of Court, Rule 3.769(h).

27 22. Plaintiff shall file a declaration from the Settlement Administrator regarding the
28 completion of settlement administration activities no later than noon on July 12, 2023.

1 23. A non-appearance case review re: distribution is scheduled for July 14, 2023 at 4:00
2 p.m. in Department 14.

3 24. Plaintiff shall give notice of this Order and Judgement to Class Members, pursuant to
4 rule 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgement
5 on the Settlement Administrator's website.

6
7 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

8 Dated: 10/18/2022



9 _____

10 Hon. Kenneth R. Freeman
11 Los Angeles County Superior Court Judge
12 Kenneth R. Freeman/Judge

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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 **October 12, 2022**, I served the document described as: **[AMENDED PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS AND EXPENSES, AND A CLASS REPRESENTATIVE ENHANCEMENT PAYMENT** 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:

Nancy Yaffe
Daniel V. Kitzes,
Fox Rothschild LLP
10250 Constellation Blvd., Suite 900
Los Angeles, CA 90067-6209
NYaffe@foxrothschild.com
dkitzes@foxrothschild.com

Attorneys for Defendants
CRESTLINE HOTELS & RESORTS, LLC,
and BARCELO CRESTLINE
CORPORATION

- [] **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:** Pursuant to the Court’s February 5, 2021 Order Authorizing Electronic Service, the above named document(s) has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of these documents to the Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document(s) and proof of service in our office.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 12, 2022**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature