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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 MARIO CORDERO, individually, and on
12 behalf of other members of the general public
similarly situated,

13 Plaintiff,

14 v.

15 SPIRE HOSPITALITY, LLC, a Delaware
16 limited liability company; AWH BURBANK
HOTEL, LLC, a Delaware limited liability
17 company; and DOES 1 through 10, inclusive,

18 Defendants.

Case No. 20STCV49475

Assigned to the Hon. Carolyn B. Kuhl

[AMENDED PROPOSED] JUDGMENT

Date: June 22, 2022

Time: 10:30 a.m.

Place: Department 12

FILED
Superior Court of California
County of Los Angeles

06/30/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: L. McGreené Deputy

1 **JUDGMENT**

2 Pursuant to the Order Granting the Motion for Final Approval of the Class Action Settlement
3 and Motion for Attorneys' Fees, Costs and Expenses, and a Class Representative Service Award
4 ("Order"), it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

5 1. Judgment in this matter is entered in accordance with, and incorporates by reference the
6 findings of, the Court's Order and the Class Action Settlement Agreement and Release of Claims and
7 Addendum (collectively, "Settlement Agreement" or "Settlement"). Unless otherwise provided herein,
8 all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

9 2. As provided by the Order, all Class Members who did not timely and properly opt out
10 from the Settlement are barred from pursuing, or seeking to reopen, any of the Released Claims, as
11 defined by the Settlement Agreement. Consistent with the definitions provided in the Settlement
12 Agreement, the Settlement Class consists of: Current and former California non-exempt hourly
13 employees of Defendants who worked at any time during the period from December 28, 2016 through
14 December 2, 2021.

15 3. Without affecting the finality of the Judgment, the Court shall retain exclusive and
16 continuing jurisdiction over the above-captioned action and the parties, including all Class Members, for
17 purposes of enforcing the terms of the Judgment entered herein.

18 4. This document shall constitute a judgment (and separate document constituting said
19 judgment) for purposes of California Rules of Court, Rule 3.769(h).

20 5. Plaintiff shall give notice of this Judgment to Class Members, pursuant to rule 3.771 of
21 the California Rules of Court, by posting an electronic copy of the Judgment on the Settlement
22 Administrator's website.

23
24 **IT IS SO ORDERED, ADJUDGED, AND DECREED**

25
26 Dated: 06/30/2022



Carolyn B. Kuhl

27 Hon. Carolyn B. Kuhl Carolyn B. Kuhl / Judge
28 Los Angeles 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 **June 22, 2022**, I served the document described as: **[AMENDED PROPOSED] JUDGMENT** 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:

Andrew M. McNaught
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Elizabeth J. MacGregor
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San Francisco, California 94105

Attorneys for Defendants
SPIRE HOSPITALITY, LLC and AWH
BURBANK HOTEL, LLC

☐ **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:** Due to the National Emergency and public health orders in California related to the coronavirus and COVID-19 pandemic, Capstone Law APC attorneys and staff are working remotely and therefore; have limited capabilities to send physical mail in the normal course of business. On this date, I personally transmitted the foregoing document(s) using electronic mail to the e-mail address(es) of the person(s) listed above.


☒ **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 **June 22, 2022**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature