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Attorneys for Plaintiff Mario Cordero

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

**FILED**  
Superior Court of California  
County of Los Angeles  
**12/02/2021**  
Sherri R. Carter, Executive Officer / Clerk of Court  
By:           L. McGreené           Deputy

Case No. 20STCV49475

Assigned to the Hon. Carolyn B. Kuhl

**~~[AMENDED PROPOSED]~~ ORDER  
GRANTING MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: December 2, 2021  
Time: 11:30 a.m.  
Place: Department 12

1 **ORDER**

2 Having considered Plaintiff’s Motion for Preliminary Approval of the Class Action Settlement  
3 (the “Motion”), and the points and authorities submitted in support of the Motion, including the Class  
4 Action Settlement Agreement and Release of Claims and Addendum (collectively, “Settlement  
5 Agreement” or “Settlement”), and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the  
6 Motion is **GRANTED**, subject to the following findings and orders:

7 1. This Order incorporates by reference the Settlement Agreement, and unless indicated  
8 otherwise, all capitalized terms used herein will have the same meaning as set forth in the Settlement  
9 Agreement.

10 2. The Settlement Class shall be conditionally certified for settlement purposes only and  
11 shall consist of all current and former California non-exempt hourly employees of Defendants who  
12 worked at any time during the period from December 28, 2016 through the date of Preliminary  
13 Approval.

14 3. The class action settlement set forth in the Settlement Agreement, entered into among  
15 the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range  
16 of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all Class  
17 Members fairly, and to be presumptively valid.

18 4. The Court further finds that Plaintiff conducted extensive investigation and research, and  
19 that he was able to reasonably evaluate his position and the strengths and weaknesses of his claims and  
20 his ability to certify them. Plaintiff has provided the Court with enough information about the nature and  
21 magnitude of the claims being settled, as well as the impediments to recovery, to make an independent  
22 assessment of the reasonableness of the terms to which the Parties have agreed.

23 5. The Court also finds that settlement now will avoid additional and potentially substantial  
24 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

25 6. The Court preliminarily approves the Settlement Agreement, including all the terms and  
26 conditions set forth therein and the Class Settlement Amount and allocation of payments.

27 7. The rights of any potential dissenters to the proposed Settlement are adequately  
28 protected in that they may exclude themselves from the Settlement and proceed with any alleged claims

1 they may have against Defendants, or they may object to the Settlement and appear before this Court.

2 8. The Court approves, as to form and content, the amended Notice of Class Action  
3 Settlement (“Notice Packet”).

4 9. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets to Class  
5 Members in accordance with the schedule set forth below and the other procedures described in the  
6 Settlement Agreement. The Court finds that the method selected for communicating the preliminary  
7 approval of the Settlement Agreement to Class Members is the best notice practicable under the  
8 circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies  
9 due process.

10 10. The Court appoints Plaintiff Mario Cordero as the representative for the Settlement  
11 Class conditionally certified by this Order.

12 11. The Court appoints Capstone Law APC as Class Counsel. The Court finds that counsel  
13 have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate  
14 counsel for the Class conditionally certified by this Order.

15 12. The Court approves and appoints CPT Group, Inc. as the Settlement Administrator.

16 13. The following dates shall govern for purposes of this Settlement:

Date	Event
December 16, 2021 (or not later than 14 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendants to produce the Class List to the Settlement Administrator.
December 30, 2021 (or not later than 14 calendar days after Defendants produce the Class List, if later)	Last day for the Settlement Administrator to mail Notice Packets to all Class Members.
February 14, 2022 (45 calendar days after the Settlement Administrator mails, or re-mails, the Notice Packets,)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement.
March 11, 2022	Last day for Plaintiff to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and a Class Representative Enhancement Payment.
April 7, 2022 at 11:30 a.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys’ Fees, Costs, and a Class Representative Enhancement Payment.

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14. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

**IT IS SO ORDERED.**

Dated: 12/02/2021



Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl  
Los Angeles Superior Court Judge

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles. I declare that I am over the age of eighteen  
4 (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century  
5 Park East, Suite 1000, Los Angeles, California 90067.

6 On November 24, 2021, I served the within document(s) described below as:

7 **[AMENDED PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY  
8 APPROVAL OF CLASS ACTION SETTLEMENT**

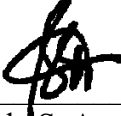
9 on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes  
10 addressed as follows:

11 Andrew M. McNaught  
12 Elizabeth J. MacGregor  
13 Seyfarth Shaw LLP  
14 560 Mission Street, 31st Floor  
15 San Francisco, California 94105  
16 *amcnaught@seyfarth.com*  
17 *emacgregor@seyfarth.com*

18 (X) Pursuant to the Court's April 1, 2021 Order Authorizing Electronic Service, the above  
19 named document(s) has been electronically served on counsel of record by transmission  
20 through the Case Anywhere system on the date below. The transmission of these  
21 documents to the Case Anywhere system was reported as complete and a copy of the Case  
22 Anywhere Transaction Receipt will be maintained along with the original document(s) and  
23 proof of service in our office.

24 (X) (STATE) I declare under penalty of perjury under the laws of the State of California that  
25 the above is true and correct.

26 **EXECUTED** this document on November 24, 2021, at Los Angeles, California.

27   
28 \_\_\_\_\_  
Sandy S. Acevedo