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RECEIVED
LOS ANGELES SUPERIOR COURT

JUL 24 2024

FILED
Superior Court of California
County of Los Angeles

JUL 29 2024

David W. Slayton, Executive Officer/Clerk of Court
By: A. Rosas, Deputy

Attorneys for Plaintiffs **DERRICK
RODGERS and CAMERON LEWIS,**
individually and on behalf of all others
similarly situated **S. DREW**

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

**DERRICK RODGERS and CAMERON
LEWIS, individually and on behalf of all
others similarly situated,**

Plaintiffs,

vs.

**TPG HOTELS & RESORTS, INC., a Rhode
Island corporation; TPG COMMERCE HOTEL
MANAGER, LLC, a California limited liability
company; TPG LA COMMERCE, LLC, a
Delaware limited liability company; and DOES
1 through 50, inclusive,**

Defendants.

CASE NO. 19STCV31133

[Assigned for all purposes to the Hon. David
S. Cunningham, Dept. SSC-11]

**AMENDED [PROPOSED] FINAL
ORDER AND JUDGMENT**

Complaint Filed: September 3, 2019
Trial Date: None

07/29/2024 4:00 PM
1 Plaintiffs Derrick Rodgers and Cameron Lewis' ("Plaintiffs") Motion for Final Approval
2 of Class Action Settlement came on regularly for hearing on July 29, 2024, the Honorable David
3 S. Cunningham presiding. Due and adequate notice having been given to the Class Members, as
4 defined below, and the Court having considered Plaintiffs' Motion for Final Approval of Class
5 Action Settlement and all papers filed in support thereof, including the Class Action Settlement
6 Agreement and Class Notice ("Settlement Agreement"), and the Exhibits thereto, and any
7 objections to the proposed Settlement, and having reviewed the record in the Action, and good
8 cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

10 1. The Court, for purposes of this Final Order and Judgment ("Judgment"), adopts all
11 defined terms as set forth in the Settlement Agreement, attached as Exhibit A to the Declaration
12 of Kayvon Sabourian.

13 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
14 Participating Class Members, and defendants TPG Hotels & Resorts, Inc., TPG Commerce Hotel
15 Manager, LLC, TPG LA Commerce, LLC, PCA I, LP, SJ Hotel Manager, LLC, Toll House CA
16 Hotel Manager, LLC, and Tiburon Lodge CA Hotel Manager, LLC (collectively, "Defendants").

17 3. The Court finds that the Settlement Agreement was made and entered into in good
18 faith and hereby approves the Settlement as fair, adequate, and reasonable to all Class Members.

19 4. Solely for purposes of effectuating the Settlement, this Court certifies a class
20 defined as follows: all persons employed by Defendants as current and former non-exempt,
21 hourly paid employees who worked in the State of California during the time periods Defendants
22 operated the respective hotels (the "Class Periods"). The Class Periods are (a) for TPG Hotels &
23 Resorts, Inc., September 3, 2015 to and including November 22, 2023; (b) for TPG Commerce
24 Hotel Manager, LLC and TPG LA Commerce, LLC, October 20, 2015 to and including
25 November 22, 2023; (c) for PCA I, LP, September 3, 2015 to and including September 26, 2018;
26 (d) for SJ Hotel Manager, LLC, January 31, 2017 to and including March 27, 2019; (e) for Toll
27 House CA Hotel Manager, LLC, July 23, 2019 to and including November 22, 2023; and (f) for
28 Tiburon Lodge CA Hotel Manager, LLC, September 16, 2022 to and including November 22,

2023.

5. The notice provided to the Class Members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein. The notice fully satisfies the requirements of due process.

6. Upon Defendants fully funding the Gross Settlement Amount and all employer taxes owed on the Wage Portion of the Individual Class Payments, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have released the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, in the Action based on the Class Periods facts stated in the Operative Complaint and ascertained in the course of the Action, including without limitation, any and all claims for violation of California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, and any and all claims involving any alleged (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (8) unfair and unlawful business practices, and any and all claims for relief related to the foregoing, including for damages, penalties, liquidated damages, restitution, injunctive or declaratory relief, prejudgment interest, attorneys' fees and costs. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally shall be deemed to have released and discharged Released Parties from any and all claims, charges, transactions, losses, liabilities, damages, or occurrences, whether known or unknown, suspected or unsuspected, that occurred during the Class Periods, including, but not limited to: (a) all claims that were, or reasonably could have

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1 been, alleged in the Action based on the facts contained in the Operative Complaint or ascertained
2 during the Action and released under 6.2 below; and (b) all claims arising from or related to
3 Plaintiffs' employment with Defendants, or any of them, or the separation of that employment.

4 7. The Court finds that no Class Members have objected to the Settlement.

5 8. The Court finds that five Class Members, Charles L. Sladen, Liliana Marines
6 Aguilera, Heikk E. Velasco, Francisco Sanchez and Veronica Silva have submitted requests for
7 exclusion from the Settlement and will be excluded from the Settlement.

8 9. The Court finds that the Gross Settlement Amount, the Net Settlement Amount,
9 and the methodology used to calculate and pay each Participating Class Member's Individual
10 Class Payment are fair and reasonable.

11 10. The Court hereby enters judgment against Defendants in the amount of
12 \$1,595,000.00.

13 11. The Court authorizes the Administrator to pay the Individual Class Payments to
14 the Class Members in accordance with the terms of the Settlement Agreement.

15 12. The Court finds that Class Counsel's request for attorneys' fees in the amount of
16 \$531,666.67, which is one-third (1/3) of the Gross Settlement Amount, is reasonable under the
17 common fund method. The Court finds that the requested fees also are reasonable under the
18 lodestar method. The number of hours Class Counsel spent prosecuting this Action is reasonable,
19 and Class Counsel's hourly rates are reasonable and in line with rates prevailing in the
20 community. The Court awards Class Counsel \$531,666.67 in attorneys' fees to be paid from the
21 Gross Settlement Amount.

22 13. The Court finds that Class Counsel has incurred costs and expenses in the amount
23 of \$111,539.08. Such costs and expenses were reasonably incurred in prosecuting the Action on
24 behalf of the class. The Court awards Class Counsel \$110,000.00 in costs and expenses to be
25 paid from the Gross Settlement Amount.

26 14. The Court hereby approves the Class Representative Service Payments to each
27 plaintiff in the amount of \$10,000.00 for Plaintiffs' time and effort in bringing and presenting the
28 Action, to be paid from the Gross Settlement Amount.

15. The Court hereby approves Administration Expenses Payment in the amount of \$17,550.00 to be paid to the Administrator from the Gross Settlement Amount.

16. Pursuant to California Rules of Court Rule 3.771(b), notice of this Judgment shall be provided to the Class Members by the Administrator by posting it on the Administrator's website.


17. This Judgment is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

18. The Court will hold a compliance hearing regarding distribution to Participating Class Members on 7/29, 2025 at 8:30 a.m.

19. Pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, including requiring the filing of a final compliance status report regarding distributions to Participating Class Members, and any and all claims asserted in, arising out of, or related to the subject matter of this action, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto, without affecting the finality of this Order.

20. Final judgment is hereby entered in accordance with the terms of this Order.

DATED: July 29, 2024


HON. DAVID S. CUNNINGHAM
JUDGE OF THE SUPERIOR COURT