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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 MAYRA JONES, individually, and on behalf of
12 other members of the general public similarly
situated,

13 Plaintiff,

14 vs.

15 LA LIVE THEATRE, LLC, a Delaware limited
liability company; L.A. ARENA COMPANY,
16 LLC, a Delaware limited liability company;
17 ANSCHUTZ ENTERTAINMENT GROUP,
INC., a Colorado corporation; and DOES 1
18 through 10, inclusive,

19 Defendants

Case No.: BC687908

Assigned to the Hon. David S. Cunningham III

**[PROPOSED] ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS, AND A
CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT AND
JUDGMENT**

Date: August 22, 2024

Time: 10:00 a.m.

Place: Department 11

Complaint Filed: December 21, 2017

Trial Date: None Set

1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action and PAGA Settlement and Motion for Attorneys’ Fees, Costs, 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 and PAGA 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 Defendants or by any other Released
20 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
21 or 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 Defendants or any of the other Released Parties.

25 10. With the exception of Diego Ramirez, who opted out of the Settlement Class, final
26 approval shall be with respect to: All persons who were employed by LA Live Theatre, LLC and L.A.
27 Arena Company, LLC ("Defendants") as non-exempt, hourly employees and who utilized the ABI
28 Timekeeping system to record time worked at Crypto.com Arena (formerly known as STAPLES

1 Center) and/or the Peacock Theater (formerly known as Microsoft Theater and Nokia Theatre) at any
2 time from December 21, 2013 through June 13, 2022, but excluding employees who, on or before April
3 8, 2024, released Defendants from wage and hour claims, including, without limitation, wage and hour
4 claims released as part of a general release of claims.

5 11. Plaintiff Mayra Jones is an adequate and suitable representative and is hereby appointed
6 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
7 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
8 Class, and that her interests are aligned with those of the Settlement Class.

9 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
10 \$5,000 for her service on behalf of the Settlement Class, and a General Release Payment of \$5,000 for
11 agreeing to a general release of all claims arising out of her employment with Defendants.

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

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

20 15. The Court hereby awards \$583,333 in attorneys' fees and \$99,732.22 in costs and
21 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
22 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
23 by the settlement. Counsel have also established the reasonableness of the requested award of attorneys'
24 fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly
25 rates are reasonable.

26 16. The Court approves settlement administration costs and expenses in the amount of
27 \$25,000 to CPT Group, Inc.

28 17. All Class Members were given a full and fair opportunity to participate in the Approval

1 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
2 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
3 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
4 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
5 Members have released and forever discharged the Released Parties for any and all Released Class
6 Claims during the Class Period:

7 Any and all claims, debts, liabilities, demands, obligations, guarantees, penalties,
8 costs, expenses, attorneys' fees, damages, liquidated damages, actions, or causes
9 of action of whatever kind or nature, whether known or unknown, contingent or
10 accrued, that accrued during the Class Period against the Released Parties and that
11 reasonably arise out of or reasonably relate to the allegations asserted in the
12 Operative Complaint or the PAGA Notice, that are asserted in the Operative
13 Complaint or the PAGA Notice, or that, based on the factual allegations in the
14 pleadings and PAGA Notice, could have been asserted in the Operative Complaint
15 or the PAGA Notice, whether in contract or based on putative violations of any
16 federal, state or local law. The Released Class Claims include, without limitation,
17 all claims for alleged violations of: (1) California Labor Code §§ 510 and 1198
18 (including overtime and double time wages); (2) California Labor Code §§
19 1182.12, 1194, 1197, 1197.1, and 1198 (including unpaid wages, off-the-clock
20 work, uncompensated pre/post-shift work, time rounding/adjustment,
21 uncompensated time spent undergoing security screenings and bag checks, travel
22 time, and premium pay); (3) California Labor Code §§ 226.7, 512(a), and 1198
23 (including failure to provide meal periods, including late, short, interrupted or
24 missed meal periods); (4) California Labor Code §§ 226.7 and 1198 (including
25 failure to provide rest periods, including late, short, interrupted or missed rest
26 periods); (5) California Labor Code §§ 226(a), 1174(d), and 1198 (including
27 noncompliant wage statements and failure to maintain timekeeping and payroll
28 records); (6) California Labor Code § 246 (including failure to provide written
notice of paid sick leave available, or paid time off); (7) California Labor Code §
204 (failure to pay all earned wages during employment); (8) California Labor
Code §§ 201, 202, 203 (failure to pay wages timely upon termination); (9)
California Labor Code § 222.5 (failure to compensate employees for mandatory
physical examinations and/or drug testing); (10) California Labor Code § 2802
(unreimbursed business expenses); and (11) California Business & Professions
Code §§ 17200, *et seq.* (unlawful, unfair and fraudulent business practices), as well
as all claims for alleged violations of the Wage Orders of the California Industrial
Welfare Commission (8 Cal. Code Regs. § 11010 *et seq.*) and the Fair Labor
Standards Act of 1938 (29 U.S.C. § 201 *et seq.*), to the extent that such alleged
violations arise out of or reasonably relate to the factual allegations underlying the
alleged California Labor Code violations.

18. Additionally, all PAGA Members and the LWDA have released and forever discharged
the Released Parties for any and all Released PAGA Claims during the PAGA Period:

Any and all claims under the California Labor Code Private Attorneys General
Act of 2004 ("PAGA") that reasonably arise out of or reasonably relate to the
factual allegations asserted in the PAGA Notice and Operative Complaint, that are

1 asserted in the PAGA Notice or Operative Complaint , or that, based on the factual
2 allegations in the PAGA Notice or Operative Complaint, could have been asserted
3 in the PAGA Notice or the Operative Complaint during the PAGA Period,
including, without limitation, all claims for penalties, interest, attorneys’ fees, costs
and expenses, and other remedies available under PAGA.

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

5 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
6 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
7 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
8 the terms of the Judgment entered herein.

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

11 22. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule
12 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the
13 Settlement Administrator’s website.

14 23. Plaintiff shall file a declaration from the Settlement Administrator regarding the
15 completion of settlement administration activities no later than April 18, 2025, as well as an amended
16 judgment regarding the distribution of unclaimed residuals to Worksafe and Chrysalis. The Court sets a
17 non-appearance compliance hearing for ~~09/18/2024~~ at ~~10:00 AM~~, at which time the Court
18 will consider evidence that the distribution process is complete and that a final accounting may be
19 approved.

20
21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Dated: 08/22/2024

23 _____
24 Hon. David S. Cunningham III
Los Angeles County Superior Court Judge



David S. Cunningham III / Judge