

ORIGINAL FILED

OCT 31 2012

LOS ANGELES
SUPERIOR COURT

1 R. Rex Parris, Esq. (SBN 96567)
Alexander R. Wheeler, Esq. (SBN 239541)
2 Kitty Szeto, Esq. (SBN 258136)
Douglas Han, Esq. (SBN 232858)
3 **R. REX PARRIS LAW FIRM**
43364 10th Street West
4 Lancaster, California 93534
Telephone: (661) 949-2595
5 Facsimile: (661) 949-7524

6 Edwin Aiwazian, Esq. (SBN 232943)
Arby Aiwazian, Esq. (SBN 269827)
7 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
8 Glendale, California 91203
Telephone: (818) 265-1020
9 Facsimile: (818) 265-1021

10 *Attorneys for Plaintiffs and the Settlement Class*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST**
13

14 ANGEL JONES, individually, and on
behalf of other members of the general
15 public similarly situated; TIM
FRANCOIS, individually, and on behalf
16 of other members of the general public
similarly situated

17
18 Plaintiffs,

19 vs.

20 STARWOOD HOTELS & RESORTS
WORLD WIDE, a Maryland corporation;
21 STARWOOD HOTELS & RESORTS
MANAGEMENT COMPANY, INC., a
22 Delaware Corporation; STARWOOD
RESERVATIONS CORPORATION, a
23 Delaware Corporation; and DOES 1
through 100, inclusive,

24 Defendants.
25
26
27
28

Case No.: BC440194 (Lead Case),
BC465783, & BC470039

**ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL APPROVAL OF
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD AND ~~ENTERING~~
JUDGMENT THEREON**

Date: October 31, 2012
Time: 10:00 a.m.
Dept: 307

[Assigned for all Purposes to: Dept. 307,
Honorable William F. Highberger]

1 On or about June 26, 2012, Plaintiffs Angel Jones and Tim Francois (“Plaintiffs”),
2 individually and on behalf of the Settlement Class, and Starwood Hotels & Resorts World
3 Wide, Starwood Hotels & Resorts Management Company, Inc. and Starwood Reservations
4 Corporation (collectively “Defendants”) (collectively, the “Parties”) entered into a class action
5 settlement (the “Settlement”), the terms and conditions of which are set forth in the parties’
6 Joint Stipulation of Settlement of Class and Representative Actions (the “Stipulation”). This
7 matter having come before the Court on October 31, 2012 for the Final Approval Hearing on
8 Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for
9 Final Approval of Attorneys’ Fees, Costs, and Enhancement Award, due and adequate notice
10 having been given to Class Members as required by the Court’s Preliminary Approval Order
11 dated July 30, 2012, and the Court, having considered all the papers filed and proceedings
12 herein, having received no objections to the Settlement, having determined that the Settlement
13 is fair, adequate and reasonable, and otherwise being fully informed, **hereby ORDERS as**
14 **follows:**

15 1. All terms used herein shall have the same meaning as given them in the
16 Stipulation.

17 2. The Court has jurisdiction over the subject matter of this proceeding and over all
18 Parties to this proceeding, including all Class Members.

19 3. The Court hereby unconditionally certifies the Settlement Class, as set forth in the
20 Stipulation, for purposes of this Settlement only.

21 4. Distribution of the Notice, and Request for Exclusion Form directed to the Class
22 Members as set forth in the July 30, 2012 Order granting preliminary approval has been
23 completed in conformity with the Preliminary Approval Order, including individual notice to
24 all Class Members who could be identified through reasonable effort, and the best notice
25 practicable under the circumstances. The Notice provided due and adequate notice of the
26 proceedings and of the matters set forth in the Preliminary Approval Order, including the
27 proposed Settlement as set forth in the Stipulation. The Notice provided adequate and
28 appropriate notice to all persons entitled to such notice, and therefore fully satisfied the

1 requirements of due process. All Class Members and all Released Claims are covered by and
2 included within the Settlement and within this Final Approval Order.

3 5. The Court finds that the Settlement has been reached as a result of intensive,
4 serious, and non-collusive arms-length negotiations and the Settlement was entered into in
5 good faith. The Court further finds that the Settlement is fair, reasonable, and adequate, and
6 that Plaintiffs have satisfied the standards and applicable requirements for final approval of this
7 class action Settlement under California law.

8 6. The Court hereby approves the Settlement as set forth in the Stipulation and
9 directs the parties to effectuate the Settlement according to the terms set forth in the Stipulation.
10 In granting final approval of the Stipulation, the Court considered the nature of the claims, the
11 amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds among
12 the Settlement Class Members, and the fact that a settlement represents a compromise of the
13 parties' respective positions rather than the result of a finding of liability at trial. Additionally,
14 the Court finds that the terms of the Stipulation have no obvious deficiencies and do not
15 improperly grant preferential treatment to any individual Class Member.

16 7. As of the date of this Final Approval Order, except as to such rights or claims that
17 may be created by the Settlement, each and every Released Claim of each Class Member who
18 did not timely submit a valid request for exclusion is and shall be deemed to be conclusively
19 released as against the Released Parties (as those terms are defined in the Stipulation).

20 8. Neither the Settlement nor any of the terms set forth in the Stipulation constitute
21 an admission by Defendant, or any of the other Released Parties, of liability to the named
22 Plaintiff or any Class Member, nor does this Final Approval Order constitute a finding by the
23 Court of the validity of any of the claims alleged in the Lawsuit, or of any liability of Defendant
24 or any of the other Released Parties.

25 9. The Court hereby finds the \$1,500,000 Gross Settlement Amount provided for in
26 the Stipulation to be fair, reasonable and adequate.

27 ////

28 ////

1 10. The Court hereby confirms R. Rex Parris, Esq., Alexander R. Wheeler, Esq.,
2 Kitty Szeto, Esq., and Douglas Han, Esq. of the R. Rex Parris Law Firm, Edwin Aiwozian and
3 Arby Aiwozian of Lawyers for Justice, P.C. as Class Counsel.

4 11. Pursuant to the terms of the Stipulation, and the authorities, evidence, and
5 argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of
6 \$525,000 and for costs and expenses in the amount of \$57,497.46, as final payment for and
7 complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class
8 Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range
9 of reasonableness and that the result achieved justifies the award. The payment of fees and
10 costs to Class Counsel shall be made in accordance with the terms of the Stipulation and
11 pursuant to the agreements between Class Counsel.

12 12. The Court also hereby approves Plaintiffs Angel Jones and Tim Francois as Class
13 Representatives and orders payment to Plaintiffs for their service as Class Representative the
14 sum of \$5,000 each. The payment of the Class Representative's service payments shall be
15 made in accordance with the terms of the Stipulation.

16 13. The Court approves the settlement of the PAGA claims alleged in the Lawsuit
17 and the allocation of \$10,000 to the California Labor and Workforce Development Agency to
18 settle those claims.

19 14. The Court hereby finds the Net Settlement Amount as provided in the Stipulation
20 to be fair, reasonable and adequate. The Court hereby authorizes and directs the Claims
21 Administrator, Simpluris, Inc., to calculate and pay the Individual Settlement Payments of all
22 Settlement Class Members did not opt-out of the Settlement in accordance with the terms of the
23 Stipulation.

24 15. The Court further approves the payment of \$15,000 to Simpluris, Inc. from the
25 Maximum Settlement Amount for the costs of administering the Settlement as set forth in the
26 Stipulation. The payment authorized by this paragraph shall be made in accordance with the
27 terms of the Stipulation. *SIMPLURIS SHALL POST THIS ORDER UPON*
28 *//// THE COURT'S SIGNATURE FOR AT LEAST 30 DAYS.*

1 16. If the Settlement does not become final and effective in accordance with the
2 terms of the Stipulation, this Final Approval Order and all orders entered in connection
3 herewith, including the Judgment on this Order, shall be vacated and shall have no further force
4 or effect.

5 17. Pursuant to California Rules of Court, rule 3.769(h), the Court hereby enters
6 Judgment in this action; provided, however, that without affecting the finality of the Settlement
7 or the judgment entered herein, this Court shall retain exclusive and continuing jurisdiction
8 over the Lawsuit and the Parties, including all Class Members, for purposes of enforcing and
9 interpreting this Order, the Settlement and the claims process established therein.

10
11 **IT IS SO ORDERED.**

12
13
14 Dated: 10/31/12



JUDGE OF THE SUPERIOR COURT

WILLIAM F. HIGHBERGER

ATTACHMENT TO PROOF OF SERVICE

JONES, ANGEL, et al. v. STARWOOD HOTELS &
RESORTS WORDWIDE, INC., et al.
LOS ANGELES COUNTY CASE NO. BC440194

Gregory S. Glazer, Esq.
Robert R. Flemer, Esq.
CURIALE HIRSCHFELD KRAEMER LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, California 90401
Telephone: (310) 255-0705
Facsimile: (310) 255-0986

/Attorneys for Defendants Starwood
Hotels & Resorts Worldwide, Inc.;
Starwood Hotels & Resorts
Management Company, Inc; and
Starwood Reservations Corporation

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28