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9 Attorneys for Plaintiff, Shiela Victoriano on behalf of herself  
10 and all others similarly situated.

**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego

05/05/2016 at 02:09:07 PM  
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**F I L E D**  
Clerk of the Superior Court

MAY 31 2016

By: A. Taylor, Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF SAN DIEGO**

13 SHIELA VICTORIANO, an individual on  
14 behalf of herself and all others similarly  
15 situated and the general public,

16 Plaintiff,

17 vs.

18 CLASSIC RESIDENCE MANAGEMENT,  
19 LP dba VI AT LA JOLLA, a business form  
20 unknown; and DOES 1 to 100, inclusive,

21 Defendants

Case No.: 37-2014-00028031-CU-OE-CTL  
Hon. Richard E.L. Strauss  
Dept.: C-75  
CLASS ACTION

~~PROPOSED~~ ORDER AND JUDGMENT  
RE: PLAINTIFF'S MOTION FOR  
ATTORNEYS' FEES AND COSTS AND  
CLASS REPRESENTATIVE  
ENHANCEMENT; AND MOTION FOR  
CONDITIONAL CERTIFICATION AND  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT

Date: May 27, 2016

Time: 9:00 a.m.

Dept.: C-75

Action Filed: August 20, 2014

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28 ~~PROPOSED~~ ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR  
ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE  
ENHANCEMENT; AND MOTION FOR CONDITIONAL CERTIFICATION AND  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 The Plaintiff's class, as defined below, and the settling Defendant, Classic Residence  
2 Management Limited Partnership dba Vi (hereinafter referred to as "Defendant" or "Vi") entered  
3 into an agreement to settle the above-captioned class action, subject to the Court's approval. The  
4 agreement is captioned Joint Stipulation of Settlement and Release (hereinafter "Settlement  
5 Agreement"). The Settlement Agreement provides for the payment of compensation to each  
6 Class Member according to a formula which uses the total number of work weeks worked during  
7 the Class Period, which is from August 20, 2010 to October 31, 2015, pursuant to the Settlement  
8 Agreement and Order Granting Preliminary Approval entered on February 19, 2016. The  
9 Preliminary Approval Order also approved the proposed forms of notice and related documents.  
10 The court entered the Preliminary Approval Order after review and consideration of all of the  
11 pleadings filed in connection herewith, and the oral presentations made by counsel at the hearing.

12 In compliance with the Preliminary Approval Order entered February 19, 2016, notice  
13 was sent to the Class Members via first class mail by the court approved claims administrator,  
14 Rust Consulting, Inc., on March 25, 2016.

15 This matter is now before the Court on Plaintiff's Motions for Final Approval of the  
16 Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement.  
17 The Court has read, heard, and considered all of the pleadings and documents submitted, and the  
18 presentations made in connection with the Motions which came on for hearing on May 27, 2016.

19 This Court finds that the proposed settlement is the product of serious, informed, non-  
20 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential  
21 treatment to any individuals. The Court finds that the settlement was entered into in good faith  
22 pursuant to California Code of Civil Procedure §877.6. The Court further finds that the  
23 settlement is fair, reasonable and adequate and that Plaintiff, Shiela Victoriano, has satisfied the  
24 standards for final approval of a class action settlement under California law.

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1 The hearing was attended by class counsel, Joseph Antonelli Esq. from the Law Office of  
2 Joseph Antonelli. The Defendant was represented by Jennifer Lutz and Jenna Leyton-Jones of  
3 Pettit Kohn Ingrassia & Lutz PC.

4 Based on the foregoing, IT IS HEREBY ORDERED THAT:

5 1. The Court has jurisdiction over the claims of the Settlement Class Members  
6 asserted in this proceeding and over all parties to the related actions;

7 2. For the reasons set forth in the Preliminary Approval Order of February 19, 2016,  
8 which is adopted and incorporated herein by reference, this Court finds that the applicable  
9 requirements of the California Code of Civil Procedure §382 have been satisfied with respect to  
10 the Settlement Classes and the proposed settlement. The Court hereby makes final its earlier  
11 provisional certification of the Plaintiff Classes, as set forth in the Preliminary Approval Order.  
12 The Court finds the following class has been certified and is subject to the Settlement as "Class  
13 Members":

14 **All hourly non-exempt employees who are or were employed at least one day by Vi**  
15 **in California at any time during the Class Period August 20, 2010 to October 31, 2015**  
16 **working in a "Covered Position," as defined in the Settlement Agreement.**

17 3. The notice given to the Class Members fully and accurately informed the Class  
18 Members of all material elements of the proposed Settlement including the fact that Class  
19 Member shares were based on estimates that may change before the final distribution amount is  
20 paid to the Class Members. The notice accurately informed the Class Members of their  
21 opportunity to object or comment thereon; was the best notice practicable under the  
22 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully  
23 with the laws of the State of California; due process, and other applicable law. The notice fairly  
24 and adequately described the Settlement and provided Class Members adequate instructions and  
25 a variety of means to obtain additional information. A full opportunity has been afforded to the  
26 Class Members to participate in this hearing, and all Class Members and other persons wishing  
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1 to be heard have been heard. Accordingly, the Court determines that all Class Members who did  
2 not timely and properly execute a Request for Exclusion are bound by this judgment and order.  
3 The Court finds that the Notice period expired on May 9, 2016 and that there is one Class Member  
4 who submitted a valid request for exclusion. A true and correct copy of the opt-out list is  
5 attached hereto as Exhibit 1. Accordingly, all Class Members who received notice and did not  
6 exclude themselves are therefore bound by this judgment and order.

7 4. Pursuant to California law and Code of Civil Procedure § 382 et seq., the Court  
8 hereby grants final approval to the Settlement and finds that it is fair, reasonable and adequate,  
9 and in the best interests of the Settlement Class as a whole. The Court approves the maximum  
10 settlement amount of 3,000,000.00 as fair, reasonable and adequate. The settlement  
11 contemplated the Court's authority to reduce the attorneys' fees requested and Class  
12 Representative enhancement to amounts below the amounts requested by Plaintiff for those  
13 elements of the settlement. Accordingly, the Court hereby directs that the Settlement be effected  
14 in accordance with the terms of the Joint Stipulation of Settlement and Release Between Plaintiff  
15 and Defendant attached to the Preliminary Approval order, entered on February 19, 2016.

16 5. Release by Settlement Class: Upon the final approval by the Court of this  
17 Stipulation and Settlement and entry of judgment certifying the Settlement Class, and except as  
18 to such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class  
19 and each member of the Settlement Class who has not submitted a valid opt-out fully releases  
20 and discharges Classic Residence Management Limited Partnership along with its respective  
21 past, present, and future parent companies, predecessors, related or affiliated companies,  
22 subsidiaries, divisions, officers, directors, agents, employees, attorneys, insurers, successors,  
23 assigns, managers, partners, shareholders, stockholders, owners, and members, and any  
24 individual or entity which could be jointly liable with Defendant, and its respective counsel, from  
25 any and all claims, debts, wages, liabilities, demands, obligations, penalties, guarantees, costs,  
26 expenses, attorneys' fees, damages, actions, or causes of action for wage and hour claims that  
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1 were pled or arise out of the facts alleged in the First Amended Complaint under the Labor Code,  
2 or federal, state, or local wage and hour laws, based on the facts alleged in the First Amended  
3 Complaint, including but not limited to claims for failure to pay minimum wage or overtime  
4 compensation, failure to pay all wages due, failure to allow and pay for meal periods, failure to  
5 allow and pay for rest periods, unlawful deductions, waiting time penalties, failure to provide  
6 accurate itemized wage statements, statutory penalties, providing wages on a debit card,  
7 providing wages on an out-of-state check, civil penalties under the California Labor Code Private  
8 Attorney General Act, failure to provide employees with or indemnify employees for purchases  
9 of uniforms and equipment, interest, liquidated damages, restitution or other equitable relief,  
10 injunctive relief, theft of labor, declaratory relief, an accounting, or attorneys' fees, in addition to  
11 all related claims for conversion and violation of Business & Professions Code section 17200,  
12 whether asserted, unasserted, known, or unknown. In addition, the Settlement Class and each  
13 member of the Settlement Class who has not submitted a valid opt-out forever agrees that he or  
14 she shall not seek nor accept back pay, costs, attorneys' fees, penalties, or compensation for  
15 Defendant's alleged failure to comply with any wage payment requirements under federal, state,  
16 or local law including the claims described above, and including the claims under Labor Code  
17 Sections 201, 201.1, 201.3, 201.5, 201.7, 201.9, 202, 203, 204, 205.5, 206, 210, 212, 218, 218.5,  
18 218.6, 219, 224, 226, 226.3, 226.7, 256, 510, 511, 512, 515, 558, 1194, 1194.2, 1197, 1197.1,  
19 1198, 1199, 2698-2699, and California Business & Professions Code Section 17200, for any  
20 period from August 20, 2010 through October 31, 2015.

21       6.     General Release by Named Plaintiff: In addition to the claims, debts, wages,  
22 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages,  
23 actions, and causes of action released by the Settlement Class in paragraph 5 above, which have  
24 been expressly released by the Named Plaintiff the same as have been released by all other  
25 Settlement Class members who have not submitted a valid opt-out, the Named Plaintiff  
26 additionally releases and discharges Classic Residence Management Limited Partnership along  
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1 with its respective past, present, and future parent companies, predecessors, related or affiliated  
2 companies, subsidiaries, divisions, officers, directors, agents, employees, attorneys, insurers,  
3 successors, assigns, managers, partners, shareholders, stockholders, owners, and members, and  
4 any individual or entity which could be jointly liable with Defendant, and its respective counsel  
5 ("Released Parties") from any and all other claims, debts, wages, liabilities, demands,  
6 obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of  
7 action, whether known or unknown, which they now have, have ever had, or may have in the  
8 future against the Released Parties which arose from the beginning of time up to the date of the  
9 execution of this Agreement. Without limiting the generality of the foregoing, this General  
10 Release applies to any and all claims which in any way relate to, arise out of, or result from the  
11 Named Plaintiff's employment with the Defendant, including, but not limited to, any claims  
12 which could have been asserted under any employment contract or tort law and any claims that  
13 could have been raised under California's Labor Code, Civil Rights and/or Discrimination Laws,  
14 the Equal Pay Act, Workers' Compensation Laws, Title VII of the Civil Rights Act of 1964, the  
15 Age Discrimination and Employment Act ("ADEA") (except for rights or claims under the  
16 ADEA which may arise after the execution of this Agreement), the Older Worker Benefit  
17 Protection Act, the Employment Retirement Income Security Act of 1974, the Fair Labor  
18 Standards Act, the Americans with Disabilities Act, or any other federal, state or local law,  
19 regulation, ordinance or common law claim that the Named Plaintiff may have against them,  
20 whether asserted, unasserted, known, or unknown.

21 Section 1542 Releases: As further consideration and inducement for this Agreement, the  
22 Named Plaintiff waives and releases, with respect to those claims that they have respectively  
23 waived and released, any and all rights under Section 1542 of the California Civil Code which  
24 they have or may have with respect to Defendant. California Civil Code section 1542 provides  
25 as follows:



1 9. The Court approves the attorneys' fees request. The Court finds the hourly rates  
2 sought by the attorneys are reasonable and fair. Furthermore, the Court finds the percentage of  
3 the fund recovery in the amount of 30% is appropriate. As a cross check the lodestar method, a  
4 2.8 multiplier is reasonable and appropriate in this matter. The total fees on a lodestar basis is  
5 not less than \$318,680 and results in a blended hourly rate of \$724.93, which is fair and  
6 reasonable.

7 The fees and costs awarded in this Final Order are for (a) all work performed and costs  
8 incurred related to the Actions, including, but not limited to, Plaintiff's share of the mediator's  
9 fees incurred in connection with the negotiation of the Settlement Agreements; (b) all work  
10 performed and costs incurred in connection with approval by the Court of the Class Settlement;  
11 and (c) all work and costs incurred in connection with administering the Class Settlement  
12 through final distribution of the settlement funds and Judgment.

13 There were no objections filed to any term of the settlement.

14 10. It is hereby ordered that a Judgment be entered which will bar any future actions  
15 by Class Members against the Released Parties (as defined in the Settlement Agreement) for any  
16 Released Claims (as defined in the Settlement Agreement) from the period of August 20, 2010  
17 through October 31, 2015.

18 11. Without affecting the finality of this matter, this Court shall retain exclusive and  
19 continuing jurisdiction over this action and the parties, including all Settlement Class Members,  
20 for purposes of supervising, administering, implementing, enforcing, and interpreting the  
21 Settlement, and the distribution process thereunder.

22 12. Pursuant to CRC 3.771(b), Plaintiff's counsel is ordered to post this judgment on  
23 counsel's web page for a period of sixty (60) days.

24 13. There being no just reason to delay, the Clerk is directed to enter this Final  
25 Judgment forthwith.



1 APPROVED AS TO FORM AND CONTENT:

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3 Dated: May 5, 2016

LAW OFFICE OF JOSEPH ANTONELLI

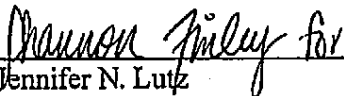
4  
5 By:

  
Joseph Antonelli,  
Attorney for Plaintiff and the Class

6  
7 Dated: May 5, 2016

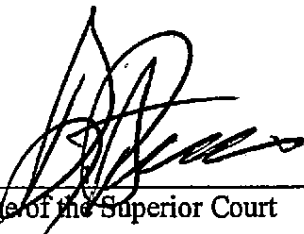
PETTIT KOHN INGRASSIA & LUTZ PC

8  
9 By:

  
Jennifer N. Lutz  
Jenna Leyton-Jones,  
Attorney for Defendant Classic Residence  
Management Limited Partnership dba Vi

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14 IT IS SO ORDERED.

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21 Dated: 5-31-16

  
Judge of the Superior Court

RICHARD E.L. STRAUSS

**EXHIBIT 1**

Victoriano v. Class Residence Management, LP dba Vi at La Jolla

San Diego Superior Court Case No. 37-2014-00028031-CU-OE-CTL

**Class Members Who Submitted Timely Request for Exclusion from  
Settlement**

1. Stacy Guthmann

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO**

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On May 5, 2016, I served the foregoing document described as:

**[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE ENHANCEMENT; AND MOTION FOR CONDITIONAL CERTIFICATION AND FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in sealed envelopes addressed as stated below:

Jennifer N. Lutz, Esq,  
[jlutz@pettitkohn.com](mailto:jlutz@pettitkohn.com)  
Jenna Leyton-Jones, Esq.  
[jleyton@pettitkohn.com](mailto:jleyton@pettitkohn.com)  
PETTIT KOHN INGRASSIA & LUTZ PC  
11622 El Camino Real, Suite 300  
San Diego, CA 92130

**XX BY E-MAIL:** I electronically served the above mentioned documents to each of the recipients at their respective e-mail addresses. My e-address is: [lgonzales@antonellilaw.com](mailto:lgonzales@antonellilaw.com).

**XX BY MAIL:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal service on that same day with postage thereon fully prepaid at CHINO HILLS, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on May 5, 2016 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

  
\_\_\_\_\_  
Ana L. Preciado