

COPY

VENTURA
SUPERIOR COURT
FILED

MAR 10 2023

BRENDA L. McCORMICK
Executive Officer and Clerk
By: _____, Deputy

RACHEL JACOBS

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
Meghan E. George (SBN 274525)
Thomas E. Wheeler (SBN 308789)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.
21031 Ventura Blvd, Suite 340
Woodland Hills, CA 91364
Phone: 323-306-4234
Fax: 866-633-0228
tfriedman@toddfllaw.com
abacon@toddfllaw.com
mgeorge@toddfllaw.com
twheeler@toddfllaw.com
Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

SANDRA LOPEZ; MICHAEL BLEVINS;
and FERNANDO GIRON, individuals, on
behalf of the State of California, as
private attorneys general and on
behalf of a class of all similarly
situated,

Plaintiffs,
vs.

MOTEL 6 OPERATING L.P.; G6
HOSPITALITY LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No.: 56-2020-00542312-CU-OE-VTA

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT OF CLASS ACTION
SETTLEMENT**

1 This matter is before the Court on the motion for final approval of a class action
2 settlement ("Settlement") between individual and representative Plaintiffs Sandra Lopez,
3 Michael Blevins, and Fernando Giron ("Plaintiffs") and Defendants Motel 6 Operating L.P.
4 and G6 Hospitality LLC ("Defendants") (collectively the "Parties"), as set forth in the
5 Settlement Agreement ("Agreement"), attached as Exhibit 1, and a good faith determination
6 pursuant to California Code of Civil Procedure section 877.6.

7 By the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action
8 Settlement, Approving Form and Manner of Notice, and Scheduling Final Approval and Fairness
9 Hearing ("Preliminary Approval Order"), the Court: 1) granted preliminary approval of the
10 Settlement; 2) ordered that notice of the Settlement be disseminated to Class Members, as directed
11 therein; and 3) scheduled a final approval and fitness hearing ("Fairness Hearing") for February 17,
12 2023. The court thereafter rescheduled the Fairness Hearing for February 24, 2023.

13 On February 24, 2023, the Parties appeared before the Court for the Fairness Hearing,
14 and an opportunity to be heard was given to all persons requesting to be heard. The Court has
15 reviewed and considered all the pleadings filed in connection with the instant matter and all
16 arguments and evidence presented concerning the Settlement.

17 The matter of the Settlement and proposed Agreement having been duly noticed and
18 fully considered by the Court, **IT IS HEREBY ADJUDGED, ORDERED, AND**
19 **DECREED:**

20 **A. Plaintiffs' Motion for Final Approval of the Class Action Settlement is**
21 **Granted**

22 1. This Court has jurisdiction over the above-captioned action, Plaintiffs, Class
23 Members, Defendants, and any party to any agreement that is part of or related to the
24 Agreement.

25 2. Capitalized terms used in this Order have the meanings and/or definitions
26 ascribed to them in the Agreement.

27 3. The Court finds that the applicable requirements of California Code of Civil
28 Procedure section 382 have been satisfied with respect to Class Members and the Settlement.

1 4. The certified Class is defined as follows in the Court's October 12, 2022 Order
2 Granting Certification of the Settlement Class:

- 3 i. all individuals who were employed by Defendants Motel 6 Operating L.P.
4 and/or G6 Hospitality LLC. as an exempt hotel general manager in
5 California from February 14, 2016 through November 8, 2021 ("Exempt
6 Class Period"); and
7 ii. all individuals who were employed by Defendant Motel 6 Operating L.P.
8 and/or G6 Hospitality LLC. as a non-exempt hotel employee in California
9 from September 20, 2019 through November 8, 2021 ("Non-Exempt Class
10 Period").

11 5. The Court finds and determines that, for settlement purposes and as agreed
12 upon by the Parties and specified in the Court-approved Notice of Class Action Settlement,
13 the Exempt Class Period encompasses the period between February 14, 2016 and November
14 8, 2021, and the Non-Exempt Class Period encompasses the period between September 20,
15 2019 and November 8, 2021.

16 6. The notice mechanisms implemented pursuant to the Agreement and as
17 approved by this Court in the Preliminary Approval Order, were reasonably calculated under
18 the circumstances to apprise Class Members of the pendency of the Action and all material
19 elements of the proposed Settlement, as well as their opportunity to object to or comment on
20 the Settlement and to appear at the Fairness Hearing. The Class Notice was reasonable and
21 provided due, adequate, and sufficient notice to all Class Members and complied fully with
22 the California Code of Civil Procedure, the laws of the State of California, due process, and
23 any other applicable statutes or rules. A full and fair opportunity has been afforded to Class
24 Members to participate in the Fairness Hearing, and all Class Members and other persons
25 wishing to be heard have been heard. No Class Members asserted Objections to the
26 Settlement.

27 7. Accordingly, the Court determines that all members of the Class are bound by
28 this Judgment, Final Order, and Decree. The persons identified in Exhibit 1 attached hereto,

1 however, timely requested exclusion from the Class. Each of these persons is excluded from
2 the Class, meaning they shall not be bound by the terms of the Agreement or by entry of this
3 Judgment and Order.

4 8. The Court hereby grants final approval to the Settlement and finds that it is fair,
5 reasonable, and adequate and in the best interests of the Class.

6 9. The Court has determined that the Settlement is fair, reasonable, and adequate
7 as measured by the relevant criteria. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794,
8 1801 (1996) (listing and applying factors). Prior to entering into the Agreement, Class
9 Counsel, who have extensive experience in class action and wage and hour litigation,
10 conducted reasonable discovery and investigation to assess the extent of Defendants'
11 exposure and liability. Class Counsel were thus well-informed at mediation about the
12 potential risks of continued litigation with respect to potential damages for absent Class
13 Members.

14 10. The case is not yet set for trial, and continued litigation, including any
15 necessary post-trial appeal, presents significant risks to the Class.

16 11. The Court finds that \$1,218,475.65 in cash is fair, reasonable, and adequate
17 given the claims and defenses at issue, the number of Class Members, and the risks of
18 continued litigation.

19 12. In addition, the reaction of Class Members strongly favors approval of the
20 Settlement. The Class consists of 5,029 current and former employees who worked for
21 Defendants in California during the Class Periods. No Class Members objected to the
22 Settlement.

23 13. The plan for administration of the Settlement, as approved in the Preliminary
24 Approval Order and described in the Class Notice sent to all Class Members, is hereby
25 approved as fair, reasonable, and adequate. Pursuant to the Agreement and Class Notice,
26 funds are to be disbursed from the Settlement Fund as follows:

- 27 i. Attorneys' Fees and Costs shall be paid to Class Counsel in the amount of
28 Three Hundred Ninety-Four Thousand Six Hundred Sixty-Two Dollars and

1 Twenty Five Cents (\$394,662.25), plus Class Counsel's expenses of
2 \$13,762.52;

3 ii. A Service Award in the amount of Ten Thousand Dollars (\$10,000) each
4 shall be paid to Plaintiffs Sandra Lopez, Michael Blevins, and Fernando
5 Giron;

6 iii. An Individual Settlement Share shall be paid to each Participating Class
7 Member in an amount confirmed by the Claims Administrator pursuant to
8 Section VI of the Agreement;

9 iv. Any Individual Settlement Share that remains uncashed ninety (90) days
10 after mailing shall be paid to Public Justice in *cy pres*; and

11 v. Claims Administration Costs shall be paid to Rust Consulting, Inc. in the
12 amount of up to \$27,000.

13 14. Based on the foregoing findings, the Agreement is finally approved and made
14 a part of this Judgment as if fully set forth herein and shall have the full force and effect of
15 an Order of this Court. The Parties shall implement the Settlement according to its terms.

16 15. Accordingly, the Court hereby orders and declares (i) the Agreement is binding
17 upon all Parties and Class Members who did not timely exclude themselves from the
18 Settlement ("Participating Class Member"); (ii) the Agreement shall be preclusive in all
19 pending and future lawsuits or other proceedings against Defendants arising from the facts
20 alleged in the Action; and (iii) the Agreement and this Order shall have *res judicata* and
21 preclusive effect in all pending and future lawsuits or other proceedings maintained against
22 Defendants by or on behalf of any Plaintiff or any other Participating Class Member, as well
23 as each of their heirs, executors, administrators, successors and assigns. As of the Effective
24 Date, the Agreement shall be Participating Class Members' exclusive remedy against
25 Defendants for satisfaction of all Released Claims.

26 16. The Court hereby incorporates the release set forth in the Agreement. Thus, the
27 Released Parties are and shall be released and forever discharged from all manner of the
28 Released Claims as defined in the Agreement. Except for enforcing the Agreement, each

1 Releasor hereby covenants and agrees that he or she shall not, hereafter, seek to establish
2 liability against any Released Party based on any Released Claim. Without in any way
3 limiting the definition of Released Parties, Motel 6 Operating L.P. and G6 Hospitality LLC
4 is each expressly a Released Party.

5 17. Nothing in this Order shall be construed to expand Defendant's obligations
6 under the Agreement or impose obligations on Defendants different from than those contained
7 in the Agreement.

8 **B. Reservation of Jurisdiction**

9 21. Without affecting the finality of this Judgment and Final Order, the Parties have
10 submitted to the exclusive and continuing jurisdiction of this Court, and the Court reserves
11 exclusive and continuing jurisdiction over the Settlement, including administration,
12 consummation, and interpretation of the Settlement Agreement. Pursuant to California Rules
13 of Court, rule 3.769(h), the Court expressly retains exclusive and continuing jurisdiction over
14 the Parties to enforce the terms of this judgment.

15 **C. Entry of Final Judgment**

16 22. Pursuant to Code of Civil Procedure sections 578, 579, and 664.6, the Court,
17 in the interests of justice, there being no just reason for delay, directs the Clerk of the Court
18 to enter this Judgment Final and Approval Order and hereby decrees that upon entry it shall
19 be deemed a Final Judgment with respect to all Released Claims asserted by Releasors against
20 the Released Parties.

21 23. The Court directs that the Action be dismissed with prejudice as against
22 Defendants and, except as provided in the Agreement, that an Order and Final Judgment of
23 Dismissal be entered as between Plaintiffs and Defendants.

24 **IT IS SO ORDERED.**

HENRY J. WALSH

25
26 Dated: 3/9/23

HON. HENRY J. WALSH
JUDGE OF THE SUPERIOR COURT

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

EXHIBIT 1
List of Opt Outs

Name
MOHAMMAD ABUESBAA
MICHELLE MILLS
SORRENTO LOMAX
MICHELLE BRIGGS
MARIA GRANADOS
IRMA NAJERA
TANESSA WILLIAMS
MARIA ANDRES
OLIVIA POLAR
INDRA SHARMA
MIKE FAHMY
SHEREEN LATIF