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FILED
San Francisco County Superior Court

SEP 09 2022

CLERK OF THE COURT
BY: [Signature] Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

KHAWLA MAJDOUB and HUMBERTO
MUNOZ, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

ARGENT HOTEL MANAGEMENT, LLC, a
limited liability company; HIGHGATE
HOTELS, L.P. a limited partnership; and DOES
1 through 10, inclusive,

Defendants

Case No.: CGC-20-582921

Curtis Karnow
[Hon. Richard B. Ulmer]

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: September 9, 2022

Time: 9:30 a.m.

Dept. 302

1 On April 29, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiffs Khawla Majdoub and Humberto Munoz now seek an order and a
3 judgment granting final approval of the Class Action Settlement (collectively the "Settlement"),
4 attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval
5 of Class Action Settlement as Exhibit 1.

6 Due and adequate notice having been given to the Settlement Class Members, as defined
7 below, and the Court having considered Plaintiffs' Notice of Motion and Motion for Final
8 Approval of Class Action Settlement ("Motion"), the supporting declarations and exhibits
9 thereto, all papers filed and proceedings had herein, and the absence of any written objections
10 received regarding the proposed settlement, and having reviewed the record in the Action, and
11 good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Final Order, refers to all defined terms as set forth
14 in the Settlement.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Highgate Hotels, L.P. ("Defendant").

17 3. The Court finds that the Settlement appears to have been made and entered into
18 in good faith and hereby approves the settlement subject to the limitations on the requested fees
19 and enhancements as set forth below.

20 4. Plaintiff and all Settlement Class Members, shall have, by operation of this Final
21 Order and Judgment, fully, finally, and forever released, relinquished, and discharged
22 Defendants from all Released Claims as stated in the Settlement and reproduced here:

23 5. The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 6. Solely for purposes of effectuating the settlement, the Court finally certifies the
26 following Class: All non-exempt employees of Defendant who worked for Defendant in California
27 at any time from February 13, 2016 through January 11, 2022.
28

1 7. None of the 2,440 Class Members have objected to the terms of the Settlement
2 and only one Class Member (Abdellatif Boubegra) has requested exclusion from the Settlement.

3 8. Upon the final approval by the Court of this Settlement and Defendant's payment
4 of all sums due pursuant to this Settlement, and except as to such rights or claims as may be
5 created by this Settlement, the Class Representatives, the Class and each Class Member who has
6 not submitted a valid and timely request for exclusion as to claims other than the PAGA claim,
7 and each PAGA Employee, regardless of whether they have requested exclusion from the
8 Settlement of Class claims, will release claims as follows:

9 a. **Identity of Released Parties.** The released parties are Defendant, and each of its
10 former and present direct and/or indirect owners, dba's, affiliates, parents,
11 subsidiaries, including but not limited to Argent Hotel Management, LLC, hotel
12 ownership groups, co-employers, brother and sister corporations, divisions, related
13 companies, successors and predecessors, and current and former employees,
14 officers, directors, shareholders, members, owners, trustees, accountants, bankers,
15 attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents,
16 employees, servants, insurers, reinsurers, representatives, administrators, employee
17 benefit plans, and assigns of said entities (collectively "Releasees").

18 b. **Date Release Becomes Effective.** The Released Claims and Released PAGA
19 Claims will be released as to the Releasees upon the later of (1) the Settlement's
20 Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the
21 Settlement Administrator a sum in the amount required to satisfy all required
22 payments and distributions pursuant to this Settlement and the Order and Judgment
23 of final approval. Class Members will not release the Released Claims or Released
24 PAGA Claims until both the Effective Date of the Settlement has occurred, and
25 Defendant has paid all amounts owing under the Settlement.

26 c. **Claims Released by Settlement Class Members.** Each and every Class Member,
27 on behalf of himself or herself and his or her heirs and assigns, unless he or she has
28 submitted a timely and valid Request for Exclusion (which will not effectuate an

1 opt-out from the release of Released PAGA Claims), hereby releases Releasees from
2 the following claims for the entire Class Period: any and all claims stated in the First
3 Amended Complaint, or that could have been stated based on the facts alleged
4 therein, including but not limited to all wage and hour claims (including all claims
5 under the California Labor Code) for unpaid wages, minimum wage, overtime, off-
6 the-clock work, meal periods, rest periods, wage statement violations, interest, civil
7 or statutory penalties, and attorneys' fees and costs, waiting time penalties,
8 withholding from wages and the related provisions of the Labor Code including but
9 limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.2, 226.3, 226.7, 510,
10 512, 512.5, 558, 1174, 1194, 1194.2, 1197, 1198, 2699, derivative claims under
11 California Business & Professions Code §§ 17200 et seq., and all claims under the
12 governing Industrial Welfare Commission Wage Order ("Released Claims").

13 d. **Claims Released by the Class, Including PAGA Employees.** All Class Members,
14 including all PAGA Employees, release the Released PAGA Claims as to the
15 Releasees, regardless of whether they have requested exclusion from the Settlement
16 as to Class claims.

17 9. The Notice provided to the Class conforms with the requirements of California
18 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
19 circumstances, by providing individual notice to all Class Members who could be identified
20 through reasonable effort, and by providing due and adequate notice of the proceedings and of
21 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements
22 of due process.

23 10. The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the
24 methodology used to calculate and pay each Settlement Class Member's Allocation Amount are
25 fair and reasonable and authorizes the Settlement Administrator to pay the Settlement Shares to
26 the Settlement Class Members in accordance with the terms of the Settlement.

27 11. Defendant shall pay the total of \$1,800,000.00 to resolve this litigation. Within
28 30 days of the Effective Date, Defendant shall deposit all funds due under the Settlement with

1 the Administrator, and within 14 calendar days after funding the Settlement Administrator shall
2 mail Settlement Payments.

3 12. From the Gross Settlement Amount, \$150,000.00 shall be paid to the California
4 Labor and Workforce Development Agency, representing 75% of the penalties awarded under
5 the terms of the Settlement and Amendment pursuant to the Labor Code Private Attorneys
6 General Act of 2004, California Labor Code section 2698, et seq.

7 13. The Court hereby approves an incentive payment in the amount of \$5,000.00 each
8 to Khawla Majdoub and Humberto Munoz for their service as class representative and for their
9 agreement to release claims.

10 14. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian
11 of Moon & Yang, APC as Class Counsel.

12 15. From the Gross Settlement Fund, Class Counsel is awarded \$600,000.00 for their
13 reasonable attorneys' fees and \$26,765.48 for their reasonable litigation costs incurred in the
14 Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
15 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

16 16. The Court approves Settlement Administration Costs in the amount of
17 \$25,000.00. Such costs shall be paid from the Gross Settlement Fund to ILYM Group, Inc.

18 17. The Parties are ordered to have notice of this Order and Judgment sent to all Class
19 Members in accordance with CRC 3.771 (b) along with settlement payments issued via first
20 class mail to all participating Class Members at their last known addresses.

21 18. This Judgment is intended to be a final disposition of the above captioned action
22 in its entirety and is intended to be immediately appealable.

23 19. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the Settlement, and any and all claims, asserted in, arising
25 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
26 related to the Settlement and the determination of all controversies relating thereto.

1 20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
2 granted, and the Court directs that Judgment shall be entered in accordance with the terms of
3 this Order.

4 21. Plaintiffs' counsel must file a final report and declaration stating the distribution
5 of all settlement funds not later than June 30, 2023. The report must be filed, and a paper
6 courtesy copy must be provided to Department 611 (Judge Curtis Karnow).

7 **IT IS SO ORDERED.**

8
9 DATE: 9/9/2022


Hon. ~~Richard B. Ulmer~~ Curtis Karnow
Judge of the San Francisco County Superior Court