SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 22

JUDICIAL OFFICER: HONORABLE HAN N. TRAN

Courtroom Clerk: Timothy Lopez | CSR: None

RG20069869 | January 6, 2026, 3:00 PM

Zermeno VS Marriott International, Inc.

MINUTES

NATURE OF PROCEEDINGS: Hearing on Motion - Other Approval of PAGA Settlement; filed by Benjamin Zermeno (Plaintiff) CRS# 712863276743 filed by Benjamin Zermeno (Plaintiff) on 12/08/2025

The Motion re: Approval of Settlement Pursuant to Private Attorneys General Act of 2004 filed by Benjamin Zermeno on 12/08/2025 is Granted.

BACKGROUND

Plaintiffs filed this action on August 4, 2020 as a Private Attorneys General Act ("PAGA") enforcement action. Plaintiffs filed a First Amended Complaint on December 22, 2020 and the currently operative Second Amended Complaint ("SAC") on December 9, 2025. In the SAC, Plaintiffs, on behalf of themselves and similarly aggrieved employees, alleged that Defendants Remington Lodging & Hospitality, LLC; Ashford Hospitality Trust, Inc.; Ashford Hospitality Advisors LLC; Ashford TRS Beverly Hills LLC; Beverly Hills Hotel Management LLC; BHR TRS Beverly Hills LLC; and Braemar Hotels & Resorts, Inc. (collectively "Defendants") engaged in Labor Code violations such as failure to pay minimum and overtimes wages, provide legally compliant rest breaks, among other things. In January 2025, Plaintiffs reached an agreeable settlement with Defendant Remington Lodging & Hospitality, Inc. ("Defendant") in a private mediation which resolved Plaintiff's PAGA claims. (Ardestani Decl., ¶ 14.)

OVERVIEW

The Court has a "fiduciary responsibility as [guardian] of the rights of the absentee class members when deciding whether to approve a settlement agreement." (*Duran v. Obesity Research Institute, LLC* (2016) 1 Cal.App.5th 635, 646.) Although "there is a strong public policy favoring the settlement of litigation, this policy does not excuse a contractual clause that is otherwise illegal or unjust." (*Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) The Court must ensure the settlement is not "contrary to law or to public policy." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 61.)

Further, the Court is obligated to ensure that the "agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Cellphone Termination Fee Cases*

(2010) 186 Cal.App.4th 1380, 1389.) The Court "must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished." (*Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 130.)

Reasonableness

The trial court has broad discretion to determine whether the settlement is fair. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801.) Relevant factors to be considered include:

1) the strength of plaintiffs' case,
2) the risk, expense, complexity,
3) the likely duration of further litigation,
4) the risk of maintaining class action status through trial,
5) the amount offered in settlement,
6) the extent of discovery completed and the stage of the proceedings,
7) the experience and views of counsel,
8) the presence of a governmental participant, and
9) the reaction of the class members to the proposed settlement.

(*Dunk, supra,* 48 Cal.App.4th at p. 1801.)

The parties' Settlement Agreement generally satisfies these requirements.

Proposed Settlement Agreement

Pursuant to the Settlement, Defendant has agreed to pay the Gross Settlement Amount ("GSA") of up to $2,038,000 to be distributed as follows:

Attorney's Fees of $713,300 (35% of the GSA)
Litigation Costs of $54,833,09
Enhanced Payment for Plaintiffs of $10,000 each
$925,025.18 to Labor Workforce Development Agency ("LWDA")
$308,341.74 to PAGA-eligible aggrieved employees
Settlement Administrator Fees of $16,500 to Atticus Administration, LLC

Scope of Release

The court is satisfied that no additional claims are being released other than those made by Plaintiff in this action.

Uncashed Settlement Checks

The proposed Settlement Agreement indicates all settlement checks that remain uncashed for more than 180 days after issuance will be tendered to the Legal Aid Foundation of Los Angeles.

The court approves of this use of uncashed settlement proceeds.

Attorney Fees & Costs

This Court's benchmark for fees is 30% of the total fund. (*Laffitte v. Robert Half International, Inc*. (2016) 1 Cal.5th 480, 495.) However, many courts, including this one, regularly finds a 35% fee request to be reasonable, and so finds in this instance. The requested costs also appear reasonable.

Plaintiff's Enhanced Payment

The court is satisfied by Plaintiff's declaration that his participation in bringing this action and obtaining this settlement was instrumental.

Claims Administrator & Fee

Atticus Administration, LLC is approved as the Settlement Administrator for this PAGA settlement. Settlement Administrator fees of up to $16,500.00 appear to be reasonable.

For the foregoing reasons, Plaintiff's unopposed motion for approval of PAGA settlement is GRANTED.

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Timothy M. Lopez

By: T. Lopez, Deputy Clerk

Minutes of: 01/06/2026
Entered on: 01/06/2026