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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

18 ZACHARY KAHN, as an individual and on
19 behalf of all others similarly situated,

20 Plaintiff,

21 vs.

22 LOS ANGELES MAISON, LLC, a California
23 limited liability company; ACCOR
24 MANAGEMENT US INC.; and DOES 1
25 through 10, inclusive,

26 Defendants.

Case No.: 20STCV18592

[Assigned for all purposes to the Hon. David S.
Cunningham, Dept. SS-11]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 On June 8, 2022, Plaintiff Zachary Kahn's ("Plaintiff") Motion for Preliminary Approval of
2 Class Action Settlement came on for hearing in Department SS-11 of the Los Angeles County Superior
3 Court, before the Honorable David S. Cunningham, Judge presiding. Plaintiff and Defendants Los
4 Angeles Maison, LLC and Accor Management US Inc. (collectively, the "Parties") sought this Court's
5 approval of the Stipulation of Class and Representative Action Settlement and Addendum thereto
6 (collectively, the "Settlement Agreement" or "Settlement").

7 NOW THEREFORE, having read and considered the Settlement Agreement, the Notice of
8 Class and Representative Action Settlement ("Class Notice"), and the Information Sheet (collectively,
9 the "Notice Packet") attached thereto, IT IS HEREBY ORDERED:

10 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement
11 as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in
12 the Settlement Agreement.

13 2. The Court conditionally certifies and approves, for settlement purposes only the
14 following Settlement Class:

15 All persons employed by Defendant Los Angeles Maison, LLC in California as
16 hourly-paid, non-exempt employees from April 2017 through the date of the
Court's order granting preliminary approval.

17 3. For the purposes of this Settlement, Majed Dakak of Kesselman Brantly Stockinger LLP
18 and Dennis Hyun of Hyun Legal, APC are hereby appointed as Class Counsel and shall represent the
19 Settlement Class Members in this Class Action. Any Settlement Class Member may enter an
20 appearance in the Class Action, at their own expense, either individually or through counsel of their
21 own choice. However, if they do not enter an appearance, they will be represented by Class Counsel.

22 4. For the purposes of this Settlement, Plaintiff is hereby appointed as Class Representative.

23 5. The Court hereby preliminarily approves the proposed Settlement upon the terms,
24 conditions, and all release language set forth in the Settlement Agreement. The Court finds that the
25 Settlement appears to be within the range of reasonableness necessary for preliminary approval by the
26 Court. It appears to the Court that the Settlement's terms are fair, adequate, and reasonable as to all
27 potential Settlement Class Members when balanced against the probable outcome of further litigation,
28 given the risks relating to class certification, liability and damages. It further appears that extensive

1 investigation and research has been conducted such that counsel for the Parties at this time are
2 reasonably able to evaluate their respective positions. It further appears to the Court that the
3 Settlement at this time would avoid substantial additional costs by all Parties, as well as the delay and
4 risks that would be presented by the further prosecution of the Class Action. It appears the Settlement
5 has been reached as a result of intensive, arms-length negotiations utilizing an experienced third party
6 neutral.

7 6. The Court confirms Simpluris, Inc. (“Settlement Administrator”) as the Settlement
8 Administrator and preliminarily approves that Settlement administrative costs shall be paid in
9 accordance with the Settlement Agreement and deducted from the Gross Settlement Value. To the
10 extent the actual costs of administration of the Settlement are less than the amount anticipated by the
11 Settlement Agreement, the remainder shall become part of the Net Settlement Amount. The cost of
12 administration includes all tasks required of the Settlement Administrator by the Settlement
13 Agreement, including the issuance of the Notice Packet. Simpluris, Inc. is directed to perform all other
14 responsibilities set forth for the Settlement Administrator as set forth in the Settlement Agreement.

15 7. A Final Approval Hearing (the “Hearing”) shall be held before the Honorable David S.
16 Cunningham in Department SS-11 of the Los Angeles County Superior Court. The purpose of such
17 Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the
18 Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel’s request for
19 attorneys’ fees and costs; (c) determine the reasonableness of the Class Representative’s Incentive
20 Award requested for the Class Representative; and (d) order entry of Judgment in the Class Action.

21 8. The Court hereby approves, as to form and content, the Notice Packet attached as
22 Exhibits 1 and 2 to the Settlement Agreement. The Court finds the dates and procedure for mailing and
23 distributing the Notice Packet in the manner set forth in Paragraph 9 of this Order meets the
24 requirements of due process and are the best notice practicable under the circumstances and shall
25 constitute due and sufficient notice to all persons entitled thereto.

26 9. The Court directs the mailing of the Court approved Notice Packet and accompanying
27 forms via U.S. First Class mail to the Settlement Class Members in accordance with the schedule and
28 procedures set forth in the Settlement.

1 A. Defendants shall provide the Settlement Administrator, in electronic format and
2 within fourteen (14) calendar days upon receipt of notice of this Court's granting of
3 the preliminary approval Order, a spreadsheet that contains the full name, social
4 security number, the total number of workweeks a Settlement Class Member
5 performed work for Defendants in California as an hourly-paid, non-exempt
6 employee during the Settlement Period (the "Compensable Workweeks")(or
7 alternatively, the start and termination dates for each Settlement Class Member), and
8 the last known mailing address (the "Class Information") so that the Settlement
9 Administrator can mail the Notice Packet to the Settlement Class Members. Within
10 fourteen (14) calendar days after receiving the Class Information from Defendants,
11 the Settlement Administrator shall mail the Notice Packet to all Settlement Class
12 Members via regular First-Class U.S. Mail, using the most current, known mailing
13 addresses identified in the Class Information. The Settlement Administrator shall
14 make such further efforts as are possible and reasonable (if any), to provide the
15 Notice Packet to Settlement Class Members whose original Notice Packet is returned
16 as undeliverable, provided that all such efforts shall be completed by the forty-fifth
17 (45th) calendar day after the Notice Packet is mailed. The Settlement Administrator
18 shall document all efforts and keep such documentation for a period of four (4) years
19 from the date of the Court's final approval of the settlement.

20 B. Deadline for Objection: within 45 calendar days after first mailing of the Notice
21 Packet to Settlement Class Members.

22 C. Deadline for Exclusion: within 45 calendar days after first mailing of the Notice
23 Packet to Settlement Class Members.

24 10. The Request for Exclusion must: (a) clearly state that the Settlement Class Member does
25 not wish to be included in the Settlement; (b) set forth the name, address, and telephone number of the
26 Settlement Class Member requesting exclusion; (c) be signed by the Settlement Class Member; (d) be
27 returned by mail to the Settlement Administrator at the specified address indicated in the Notice
28 Packet; and (e) be postmarked on or before the Response Deadline.

1 11. Settlement Class Members who do not submit a Request for Exclusion may object to the
2 Settlement and appear at the Final Approval Hearing to show cause why the proposed Settlement
3 should not be approved, Judgment in the Class Action should not be entered, and to present any
4 opposition to the application of Class Counsel for attorneys' fees, costs and expenses. For the Notice
5 of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone
6 number; (b) a written statement of basis for the objection; and (c) any copies of papers, briefs, or
7 documents upon which the objection is based. If the Settlement Class Member intends to appear at the
8 Final Approval Hearing, he/she should file a Notice of Intent to Appear. The Notice of Objection must
9 be returned by mail to the Settlement Administrator at the specified address indicated in the Notice
10 Packet, and be postmarked or by the Response Deadline.

11 12. In the event that Settlement Class Members have a dispute as to the data provided by the
12 Defendants, Settlement Class Members will have the opportunity to provide documentation and/or an
13 explanation. If there is a dispute, the Settlement Administrator will consult with the Parties to
14 determine whether an adjustment is warranted. The Settlement Administrator shall determine the
15 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
16 Agreement, and that determination shall be binding. Any disputes not resolved by the Settlement
17 Administrator concerning the administration of the Settlement will be resolved by the Court under the
18 laws of the State of California. Prior to any such involvement of the Court, counsel for Parties will
19 confer in good faith to resolve the disputes without the necessity of involving the Court. The Court
20 hereby preliminarily approves the definition and disposition of the Gross Settlement Amount as that
21 term is defined in the Settlement Agreement. The Court preliminarily approves the distribution of the
22 Gross Settlement Amount, all subject to the Court's final approval of the Settlement at the Final
23 Approval Hearing. Assuming the Settlement receives final approval, Defendants shall be required to
24 pay the Gross Settlement Amount in the total amount of \$350,000.00, as well as the Employer's Share
25 of Payroll Taxes, as set forth in the Agreement.

26 13. The Court hereby sets the hearing on Plaintiff's Motion for Final Approval of Class
27 Action Settlement for _____ a.m./p.m., on _____,
28 2022, in Department SS-11. The Court reserves the right to adjourn the date of the Hearing without
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1 further notice to the Settlement Class Members, and retains jurisdiction to consider all further
2 applications arising out of or connected with the proposed Settlement.

3 14. In the event: (i) the Court does not finally approve the Settlement as contemplated by the
4 Settlement Agreement; (ii) the Court does not enter a Final Approval Order as contemplated by the
5 Settlement Agreement, which becomes final as a result of the occurrence of the Effective Date (as that
6 term is defined by in the Settlement); (iii) Defendants elect to void the Settlement as provided under
7 the terms of the Settlement Agreement; or (iv) the Settlement does not become final for any other
8 reason, the Settlement and related Settlement Class shall be null and void and any order or judgment
9 entered by this Court in furtherance of the Settlement shall be deemed as void from the beginning. In
10 such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their
11 respective statuses as of the date and time immediately prior to the execution of the Settlement, and the
12 Parties shall proceed in all respects as if the Settlement Agreement had not been executed.

13 15. If, for any reason, the Settlement Agreement is not finally approved or does not become
14 effective, this Order Granting Preliminary Approval shall be deemed vacated and shall have no force or
15 effect whatsoever, and the Action shall proceed as if no settlement had been attempted.

16 **IT IS SO ORDERED.**

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18 Dated: _____, 2022

19 Hon. David S. Cunningham
20 Judge of the Superior Court
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