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Attorneys for Plaintiff JONATHAN KHODRA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JONATHAN KHODRA, on behalf of himself
and on behalf of all persons similarly situated,

Plaintiff,

v.

JHK HOSPITALITY, LLC, a Limited Liability
Company (dba La Quinta Inn & Suites by
Wyndham); and DOES 1-50, Inclusive,

Defendants.

Case No: 20STCV15655

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND
JUDGMENT**

Hearing Date: October 1, 2021

Hearing Time: 8:30 AM

Reservation ID: 243018701512

Honorable Judge Richard J. Burdge
Department 37

Trial Date: None

Action Filed: April 22, 2020

1 Plaintiff Jonathan Khodra (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(l), against Defendant JHK Hospitality, LLC (dba La Quinta Inn &
4 Suites by Wyndham) (“Defendant”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorney general with respect to the PAGA
7 claims being released under the terms of the Settlement Agreement and Limited Release
8 (“Settlement Agreement”). The California Labor Workforce Development Agency was provided
9 with notice of the settlement and the motion for approval of the settlement via its online process
10 and no objection has been received to the settlement or the motion from the Labor Workforce
11 Development Agency. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and
12 the Settlement Sum to be paid as part of the settlement as set forth in the Settlement Agreement
13 which was filed with the Court. The settlement provides for a Settlement Sum in the total sum of
14 \$80,000, which includes the Net PAGA Payment, Plaintiff’s Counsel attorneys’ fees in the
15 amount of \$26,666.67, Plaintiff’s Counsel litigation expenses in an amount not to exceed \$15,000,
16 and a Settlement Administrator Fee in an amount not to exceed \$3,000. The Net PAGA Payment
17 is the amount remaining from the Settlement Sum after the deduction of the Settlement
18 Administration Fee, Plaintiff’s Counsel’s Fee Amount and Plaintiff’s Counsels’ Cost Amount.
19 The Settlement Administrator will be Simpluris. The Court approved the Settlement Sum and the
20 distributions of the Settlement Sum as set forth above.

21 The Court, having reviewed the evidence and papers submitted and argument of counsel,
22 pursuant to Labor Code section 2699(l)(2) hereby **GRANTS** the Parties’ motion and approves the
23 PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum, which shall
24 be allocated and paid out as set forth in the Settlement Agreement.

25 The “Aggrieved Employees” are defined as “all current and former non-exempt employees
26 employed by Defendant in California between February 12, 2019 and April 30, 2021.” The
27 “PAGA Period” is the period from February 12, 2019 to April 30, 2021. Upon entry of Judgment
28 and funding in full of the Settlement by Defendant, the Released Parties shall be entitled to a

1 release from any and all claims for civil penalties under PAGA arising during the PAGA Period,
2 based on the facts alleged in the operative complaint at the time of approval by Plaintiff in the
3 Action and Plaintiff's notice letter to the LWDA, ad any resulting claim for attorneys' fees and
4 costs under PAGA, which occurred during the PAGA Period. ("Released Claims").

5 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
6 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement,
7 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
8 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
9 the distribution of settlement benefits.

10 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
11 **ENTERED ACCORDINGLY.**

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14 DATED: _____, 2021

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JUDGE OF THE SUPERIOR COURT