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Attorneys for Plaintiffs DARCEL CELESTE NAVARRETTE and ELIZABETH QUIROGA
CARRERO and Class Members

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MADERA

DARCEL CELESTE NAVARRETTE and
ELIZABETH QUIROGA CARRERO,
individually and on behalf of all others
similarly,

Plaintiffs,

v.

INTERSTATE MANAGEMENT
COMPANY, LLC dba LA QUINTA INN
& SUITES BY WYNDHAM MADERA, a
Delaware Limited Liability Company;
AIMBRIDGE HOSPITALITY, LLC, a
Delaware Limited Liability Company; and
DOES 1-10, inclusive,

Defendant.

CASE NO.: MCV087491

[Assigned for all purposes to Hon. Eric J. LiCalsi;
Dept.44]

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: November 18, 2026
Time: 8:30 a.m.
Dept.: 44

Complaint Filed: August 12, 2022

1 Plaintiffs Darcel Celeste Navarette’s and Elizabeth Quiroga Carrero’s (“Plaintiffs” or “Class
2 Representatives”) Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”)
3 came on for hearing before this Court, the Honorable Eric J. LiCalsi presiding. The Court, having
4 considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

5 1. All defined terms contained herein shall have the same meanings as set forth in the Class
6 and PAGA Settlement Agreement (the “Settlement Agreement”).

7 2. The Court has personal jurisdiction over all Settlement Members and the Court has
8 subject matter jurisdiction to approve the Settlement.

9 3. The terms of the Settlement are fair, just, reasonable, and adequate, to the Settlement
10 Class and to each Settlement Class Member and PAGA Member, and the Settlement is ordered finally
11 approved, and all terms and provisions of the Settlement should be and hereby are ordered to be
12 consummated.

13 4. The Parties are hereby directed to perform the terms of the Settlement as described in the
14 Settlement Agreement according to its terms and provisions.

15 5. The Settlement Agreement is binding on Plaintiffs, Participating Class Members,
16 Aggrieved Employees, and the State of California. Specifically, Plaintiffs and Participating Class
17 Members are bound to the Class Settlement, and Plaintiffs, Aggrieved Employees, and the State of
18 California are bound to the PAGA Settlement.

19 6. The Settlement Administrator received one (1) timely and properly submitted Requests
20 for Exclusion from Edgar Ahumada. The Class Settlement is not binding to those who timely and
21 properly submitted Requests for Exclusion.

22 7. The Settlement Administrator received zero (0) complete and timely Notices of
23 Objections. The Court considered all written and oral objections and hereby overrules the objections.

24 8. It is ordered that the Settlement Class is certified for settlement purposes only. The Court
25 finds that with respect to the Settlement Class and for purposes of approving this Settlement only that: (a)
26 the members of the Settlement Class are ascertainable and so numerous that joinder of all members is
27 impracticable; (b) there are questions of law or fact common to the Settlement Class with respect to the
28 subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the

1 members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the
2 interests of the members of the Settlement Class; (e) a class action is superior to other available methods
3 for an efficient adjudication of this controversy; and (f) the Class Counsel are qualified to serve as
4 counsel for Plaintiffs in their individual and representative capacities for the Settlement Class.

5 9. The Court finds that the Class Notice and notice methodology implemented pursuant to
6 this Settlement: (a) constituted the best practicable notice; (b) constituted notice that was reasonably
7 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action,
8 their right to object to or exclude themselves from the Class Settlement and their right to appear at the
9 Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all
10 persons entitled to receive notice; and (d) satisfied requirements of law and due process.

11 10. The Settlement Class is hereby made final. The Settlement Class is defined as: “all
12 persons who have been employed by Defendant as non-exempt employees or equivalent positions,
13 however titled, in the state of California during the Class Period (or if any such person is incompetent,
14 deceased, or unavailable due to military service, the person’s legal representative or successor in interest
15 evidenced by reasonable verification) at any time from August 12, 2019 through December 31, 2019 and
16 February 1, 2023 through March 4, 2025, 2024.” (the “Class Period”). The following individual(s) have
17 submitted timely and proper Requests for Exclusion and are not included in the Settlement Class: Edgar
18 Ahumada.

19 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
20 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
21 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed
22 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

23 12. The Court hereby enters Judgment by which, as of the Effective Date and full funding of
24 the Gross Settlement Fund: (a) Participating Class Members and Plaintiffs, shall be conclusively
25 determined to have given a release of any and all Released Class Claims against the Released Parties, as
26 set forth in the Settlement Agreement and Class Notice; (b) Aggrieved Employees, Plaintiffs and the
27 State of California, shall be conclusively determined to have given a release of any and all Released
28 PAGA Claims, as set forth in the Settlement Agreement and Class Notice.

1 13. The Settlement Agreement provides that the Gross Settlement Fund is \$2,000,000.00.
2 The Net Settlement Fund shall be determined according to the terms of the Settlement Agreement as
3 approved herein. The Court orders the calculations and the payments to be made and administered in
4 accordance with the terms of the Settlement Agreement.

5 14. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
6 Settlement Class for purposes of entering into and implementing the Settlement.

7 15. The Court confirms James Hawkins, Gregory Mauro, and Michael Calvo of James
8 Hawkins APLC and Shoham J. Solouki and Grant J. Savoy of Solouki & Savoy, LLP as Class Counsel.

9 16. The Court finds and determines that the Individual Settlement Payments to be paid to
10 Participating Class Members and Individual PAGA Payments to be paid to Aggrieved Employees as
11 provided by the Settlement Agreement are fair and reasonable. The Court gives final approval to and
12 orders payment of those amounts to be made to Participating Class Members and Aggrieved Employees
13 and in accordance with the Settlement Agreement.

14 17. The Court finds and determines that the PAGA Payment in the amount of \$100,000.00
15 is fair, reasonable, and appropriate. The Court further finds the allocation of the PAGA Payment,
16 seventy-five percent (75%) of the PAGA Payment being allocated to the LWDA in the amount of
17 \$75,000.00 and the remaining twenty-five percent (25%) in the amount of \$25,000.00 shall be allocated
18 to the Aggrieved Employees, as fair, reasonable, and appropriate.

19 18. The Court finds and determines that the fees and expenses in administering the
20 Settlement incurred by APEX Class Action LLC, in the amount of \$33,000.00 are fair and reasonable.
21 The Court gives final approval to and orders payment of that amount in accordance with the Settlement.

22 19. The Court finds and determines that the Class Representative Service Award payments
23 in the sum of \$10,000.00 each to Plaintiff Darcel Celeste Navarette and Elizabeth Quiroga Carrero is fair
24 and reasonable. The Court hereby orders the Settlement Administrator make this payment to Plaintiffs in
25 accordance with the terms of Settlement Agreement.

26 20. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
27 submitted by Class Counsel, the Court awards Class Counsel attorneys' fees in the sum of \$700,000.00.
28 The Court finds such amounts to be fair and reasonable. The Court orders the Settlement Administrator

1 to make these payments in accordance with the terms of the Settlement Agreement.

2 21. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
3 submitted by Class Counsel, the Court awards Class Counsel litigation costs in the amount of
4 \$27,662.17. The Court finds such amounts to be fair and reasonable. The Court orders the Settlement
5 Administrator to make these payments in accordance with the terms of the Settlement Agreement.

6 22. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or
7 for any other charge, expense, or liability with respect to the Action, except as provided for in the
8 Settlement Agreement.

9 23. With the consent of the Parties, without affecting the finality of the Order, the Court shall
10 retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the
11 administration and enforcement of the Settlement. Any disputes or controversies arising with respect to
12 the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented
13 by motion to the Court; provided however, that nothing in this Paragraph shall restrict the ability of the
14 Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement
15 Agreement.

16 24. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
17 the Settlement or under this order, including the requirement that Defendant make payments in
18 accordance with the Settlement.

19 25. A Compliance Hearing will be held on November 18, 2026 at 8:30 a.m.

20 26. A Compliance Status report shall be filed and served by November 11, 2026.

21 27. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
22 this Court's Order awarding the Class Counsel Award for attorneys' fees and litigation costs and
23 expenses.

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JUDGMENT

28. This Judgment is intended to be a final disposition of this action in its entirety, and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement and this Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____
Hon. Eric J. LiCalsi
Superior Court Judge