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

LUIS BORQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

OXFORD HOTELS AND RESORTS, LLC, a
Delaware limited liability company dba THE
GODFREY HOTEL HOLLYWOOD; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 22STCV35743

*[Case Assigned for all purposes to the Hon.
Carolyn B. Kuhl, SSC-12]*

[PROPOSED] FINAL JUDGMENT

Date: September 2, 2026

Time: 10:30 a.m.

Dept.: SSC-12

1 This matter came on regularly for hearing before this Court on September 2, 2026,
2 pursuant to California Rule of Court 3.769 and this Court's April 2, 2026 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Amended Class Action and PAGA Settlement Agreement and Class
5 Notice (referred to hereinafter as "Settlement" or "Settlement Agreement")¹ and the documents
6 and evidence presented in support thereof, and the submissions of counsel, the Court hereby
7 ORDERS and enters JUDGMENT as follows:

8 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
9 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
10 of Class Action Settlement. The Settlement Class is defined as:

11 All current and former non-exempt employees who were employed by
12 Defendant Oxford Hotels and Resorts, LLC in California during the Class
13 Period.

14 Class Period is the period from November 10, 2018 to July 20, 2025.

15 2. Plaintiff Luis Borquez is hereby confirmed as Class Representative, and Scott M.
16 Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of
17 Haines Law Group, APC are hereby confirmed as Class Counsel.

18 3. Notice was provided to the Settlement Class of 1,004 as set forth in the
19 Settlement. The form and manner of notice were approved by the Court on April 22, 2026, and
20 the notice process has been completed in conformity with the Court's Order. The Court finds
21 that said notice was the best notice practicable under the circumstances. The Court Approved
22 Notice of Class Action Settlement and Hearing Date for Final Court Approval provided due and
23 adequate notice of the proceedings and matters set forth therein, informed Settlement Class
24 members of their rights, and fully satisfied the requirements of California Code of Civil
25 Procedure § 1781(e), California Rule of Court 3.769, and due process.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 zero (0) of the 1,004 Settlement Class Members have opted out of the Settlement, and that the
3 100 percent participation rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
12 members of the Settlement Class; (d) the Class Representative has fairly and adequately
13 protected the interests of the Settlement Class Members; (e) a class action is superior to other
14 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
15 qualified to serve as counsel for the Class Representative and the Settlement Class.

16 7. The Court orders Defendant to deliver the Settlement Amount of \$675,000.00 to
17 Simpluris, the Settlement Administrator, as provided for in the Settlement. Specifically,
18 Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary
19 to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no
20 later than 28 days after the Effective Date. "Effective Date" means the date by when both of the
21 following have occurred: the Court enters a Judgment on its Order Granting Final Approval of
22 the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the
23 following occurrences: (a) if no Participating Class Member objects to the Settlement, the day
24 the Court enters Judgment; (b) if one or more Participating Class Members objects to the
25 Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a
26 timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment
27 and issues a remittitur.

1 8. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 9. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
5 Luis Borquez is appropriate for his risks undertaken and service to the Settlement Class. The
6 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 10. The Court finds that attorneys' fees in the amount of \$225,000.00 and actual
9 litigation costs of \$27,382.22 for Class Counsel, are fair, reasonable, and adequate, and orders
10 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
11 the terms of the Settlement.

12 11. The Court orders that the Settlement Administrator shall be paid \$17,500.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 12. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$22,500.00 for its 75 percent share of the
17 \$30,000.00 settlement of Plaintiff's representative action under the California Labor Code
18 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
19 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
20 of the Settlement. The remaining 25 percent or \$7,500.00 of the PAGA Penalties is to be
21 distributed to the 834 Aggrieved Employees in conformity with the terms of the Settlement.

22 13. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
23 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
24 separately, and in addition to, the Class Settlement Amount.

25 14. After the above deductions, attorneys' fees (\$225,000.00), attorneys' litigation
26 costs (\$27,382.22), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs
27 (\$17,500.00), and PAGA Penalties (\$30,000.00), the Net Settlement Amount of \$367,617.78 is
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1 to be distributed to 1,004 Settlement Class members, that worked a total of 53,831.12 workweeks
2 during the Class Period, in conformity with the terms of the Settlement. Based upon the
3 calculations stipulated in the Settlement, the highest Individual Settlement Payment is estimated
4 to be \$2,226.36, the lowest Individual Settlement Payment is estimated to be \$0.95, while the
5 average Individual Settlement Payment is estimated to be \$363.93. Participating Class Members
6 will be issued payment of their Individual Settlement Payment subject to reduction for the
7 employee's share of taxes and withholdings with respect to the wages portion of the Individual
8 Settlement Payment.

9 15. The Court finds and determines that upon satisfaction of all obligations under the
10 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will
11 have released the Released Claims as set forth in the Settlement, and will be permanently barred
12 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

13 16. Upon the date on which the full payment of the Gross Settlement Amount and
14 associated employer-side taxes are made by Defendant, by virtue of this Judgment, Plaintiff and
15 all Participating Class Members, on behalf of themselves and their respective former and present
16 representatives, agents, attorneys, heirs, administrators, successors and assigns, release
17 Defendant Oxford Hotels and Resorts, LLC, its parents, subsidiaries, affiliated entities, equity
18 sponsors, and related companies/corporations and/or partnerships (specifically including but not
19 limited to Oxford's registered entities, subject to proof), and each of their respective past,
20 present, and future owners, principals, officers, directors, members, shareholders, managers,
21 agents, trustees, employees, contractors, consultants, attorneys and legal counsel, accountants,
22 insurers, reinsurers, representatives, divisions, partners, joint venturers, predecessors,
23 successors, assigns, actual or alleged joint employers, actual or alleged integrated enterprises,
24 and alter-egos ("Released Parties") from (i) all claims that were alleged, or reasonably could
25 have been alleged, during the Class Period based on same or substantially similar facts stated in
26 the Operative Complaint and ascertained in the course of the Action including, (1) Failure to Pay
27 All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide
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Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Provide Reporting Time Pay; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

17. Upon the date on which the full payment of the Gross Settlement Amount and associated employer-side taxes are made by Defendant, by virtue of this Judgment, all Aggrieved Employees, including Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts (or substantially similar facts) and claims stated in the Operative Complaint and the PAGA Notice including: (1) Failure to Pay All Overtime Wages Owed; (2) Failure to Pay All Minimum Wages Owed; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Provide Accurate, Itemized Wage Statements; (6) Failure to Provide Reporting Time Pay; (7) Failure to Reimburse Necessary Business Expenditures; and (8) Unfair Competition, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for attorneys' fees and costs.

18. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on

1 facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the
2 Action and released under 5.2, below:

3 As of the Effective Date, Plaintiff fully and finally release the "Released Parties" from
4 any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance,
5 regulation, common law, or other source of law, including but not limited to claims arising from
6 or related to Plaintiff's application for employment, employment, and/or the termination of
7 Plaintiffs' employment with Defendant ("Plaintiffs' Released Claims"). Plaintiff's Released
8 Claims include, but are not limited to, all claims asserted in, arising from or related in any way
9 to in the Action, including without limitation any and all claims that could have been asserted as
10 part of the Action based on the facts and causes of action alleged. Plaintiff's Released Claims
11 include all claims for unpaid wages; failure to pay for all hours worked, including overtime, off-
12 the-clock work, and time spent waiting in line to clock in/out of work; failure to pay minimum
13 wages; failure to pay straight time compensation, overtime compensation, double-time
14 compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods,
15 including any claim for any alleged failure to authorize or permit meal or rest periods or pay
16 premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at
17 the regular rate of compensation; failure to pay or provide paid sick leave, including any claim
18 for alleged failure to pay paid sick leave at the regular rate of pay; unlawful deduction of pay;
19 failure to reimburse or indemnify any business expenses; failure to provide, or providing
20 insufficient or improper, benefits, or other lost benefits; failure to pay accrued vacation or paid
21 time off wages at termination; failure to pay all earned wages twice per month; failure to pay all
22 wages at termination; failure to furnish accurate itemized wage statements, including for failure
23 to list the employer address on all wage statements; failure to maintain accurate records of hours
24 worked and meal periods missed; and; penalties arising out of or related to any or all of the
25 aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement
26 penalties, minimum wage penalties, and waiting time penalties; untimely payment of wages;
27 inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate
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1 records; failure to furnish employment records (personnel, earnings, time, signed, etc.) upon
2 request; failure to provide information at the time of hire under the Wage Theft Prevention Act;
3 unlawful and unfair business practices; preventing disclosure of wages; preventing disclosure
4 and use of skills, knowledge, and experience obtained for Defendant for purposes of competition;
5 preventing disclosure of violations of state and federal law; preventing engaging in lawful
6 conduct; preventing disclosure of working conditions, including unsafe work
7 environment/conditions; failure to provide COVID exposure notice; failure to provide accessible
8 sanitation facilities; unlawful waiver of right to pursue claims for discrimination; preventing
9 disclosure of discrimination; preventing employees from exercising rights under the Labor
10 Commissioner; preventing exercise of free speech; unequal pay based on sex; and attorneys' fees
11 and costs. Plaintiffs' Released Claims include all claims arising under the California Labor Code
12 (including, but not limited to sections 201-203, 204, 210, 226, 226.2, 226.3, 226.7, 227.3, 245 et
13 seq., 558, 1174, 1174.5, 1194, 1197.1, 1198, 2699 et seq., 2802.); all claims arising under the
14 Wage Orders of the California Industrial Welfare Commission, including but not limited to Wage
15 Order 5-2001; California Business and Professions Code sections 16600, 16700, 17200, et seq.;
16 the California Civil Code, including but not limited to, sections 3287, 3289, 3336 and 3294; 8
17 CCR § 11120; California Code of Civil Procedure § 1021.5; the California common law of
18 contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the
19 Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. (to the maximum extent
20 permitted by law). Plaintiffs' Released Claims further include any and all claims under PAGA,
21 Cal. Lab. Code § 2698 et seq., of any kind, including but not limited to the PAGA claims asserted
22 in in the Action. Plaintiffs' Released Claims also include all claims – including any emotional
23 distress, damages/punitive damages, penalties, interest, and attorneys' fees and costs – arising
24 under any federal, state, or local constitutions, statutes, laws, regulations, rules or ordinances,
25 including for discrimination, harassment, retaliation, and wrongful termination (such as, by way
26 of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964,
27 the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the
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1 California Fair Employment and Housing Act); and any other claims arising under statute,
2 contract, and tort. This release excludes the release of claims not permitted by law. For example,
3 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any
4 claims for unemployment benefits, disability benefits, social security benefits, workers'
5 compensation benefits that arose at any time, or to/for any occurrences taking place after his
6 execution of this Agreement.

7 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or
8 to any claims for vested benefits, unemployment benefits, disability benefits, social security
9 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside
10 the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from,
11 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
12 nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding
13 such different or additional facts or Plaintiff's discovery of them.

14 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
15 provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

16 **A general release does not extend to claims that the creditor or releasing party does**
17 **not know or suspect to exist in his or her favor at the time of executing the release,**
18 **and that if known by him or her would have materially affected his or her settlement**
19 **with the debtor or Released Party.**

20 19. The Releases identified herein shall be null and void if Defendant fails to fully fund
21 the settlement.

22 20. This document shall constitute a final judgment pursuant to California Rule of
23 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
24 approval hearing, the court must make and enter judgment. The judgment must include a
25 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
26 judgment. The court may not enter an order dismissing the action at the same time as, or after,
27 entry of judgment."
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1 21. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of
2 Court, Rule 7.769(h), the Court retains jurisdiction to enforce the Settlement, the Final Approval
3 Order, and this Judgment.

4 **JUDGMENT IS SO ENTERED.**

5
6 Dated: _____, 2026

Honorable Carolyn B. Kuhl
Judge of the Superior Court