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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] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

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, pursuant to
2 California Rule of Court 3.769 and this Court’s April 2, 2026 Order Granting Preliminary Approval of
3 Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Amended
4 Class Action and PAGA Settlement Agreement and Class Notice (herein “Settlement”)¹ and the
5 documents and evidence presented in support thereof, and recognizing the disputed factual and legal
6 issues involved in this case, the risks of further prosecution and the substantial benefits to be received
7 by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the
8 proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length
9 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s
10 Motion for Final Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

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

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

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

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

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28

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

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

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

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

16 7. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

1 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

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

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

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

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

24 15. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
25 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately from,
26 and in addition to, the Gross Settlement Amount.

27 16. After the above deductions, attorneys’ fees (\$225,000.00), attorneys’ litigation costs
28 (\$27,382.22), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs (\$17,500.00),

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

9 17. 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 have
11 released the Released Claims as set forth in the Settlement, and will be permanently barred from
12 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

13 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
14 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
15 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
16 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

17 18. Pursuant to California Code of Civil Procedure § 664.6 and California Rules of Court,
18 Rule 7.769(h), the Court retains jurisdiction to enforce the Settlement, this Final Approval Order, and
19 the Judgment entered in connection with the Settlement.

20 19. The Settlement Administrator shall file a declaration regarding the disbursement of
21 Settlement funds on or before May 31, 2027.

22
23 **IT IS SO ORDERED.**

24
25 Dated: _____, 2026

26 _____
27 Honorable Carolyn B. Kuhl
28 Judge of the Superior Court