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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TEHAMA**

NATALI ASCENCIO, an individual, on
behalf of herself and others similarly situated,

PLAINTIFF,

v.

KUMAR HOTELS, INC.; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 23CI-00020

[Case Assigned for All Purposes to Dept. 5]

*Filed concurrently with Plaintiff's Motion for
Preliminary Approval of Class Action
Settlement; and Declarations of Liane
Katzenstein Ly, Natali Ascencio, and Jonathan
Paul of Xpand Legal Consulting]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 28, 2024

Time: 8:30 A.M.

Dept.: 5

Complaint Filed: January 24, 2023

FAC Filed: April 3, 2023

Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 May 28, 2024, the Honorable Matthew C. McGlynn, presiding. The Court, having considered the
3 papers submitted in support of the motion of the parties, **HEREBY ORDERS THE**
4 **FOLLOWING:**

5 1. The Court grants preliminary approval of the proposed settlement based upon the
6 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement” or
7 “Settlement”) filed herewith. The Agreement appears to be fair, adequate, and reasonable to the
8 Class. The Court finds that: (a) the Agreement resulted from extensive arm’s length negotiations;
9 and (b) the Agreement is sufficient to warrant notice of the Agreement to persons in the Class and
10 a full hearing regarding final approval of the Agreement.

11 2. For purposes of this Order, the proposed Class is defined as follows:

12 “All non-exempt employees who are employed or have been
13 employed by Kumar Hotels, Inc., in the State of California from
14 January 24, 2019 to March 7, 2024.” (“Settlement Class Members”
or “Class”)

15 3. The Class Period January 24, 2019 to March 7, 2024.

16 4. For purposes of this Order, the Aggrieved Employees are defined as follows:

17 “All non-exempt employees who are employed or have been
18 employed by Kumar Hotels, Inc., in the State of California who
19 worked one or more pay periods since January 24, 2022 and March
20 7, 2024.”

21 5. The PAGA Period is January 24, 2023 to March 7, 2024.

22 6. The Agreement falls within the range of reasonableness and appears to be
23 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
and final approval by this Court.

24 7. The Court makes the following preliminary findings for settlement purposes only:

25 A. The Class, which consists of approximately 70 persons, is so numerous that
26 joinder of all members is impracticable;

27 B. There appear to be questions of law or fact common to the Class for purposes
28 of determining whether this Settlement should be approved;

C. Plaintiff’s claims appear to be typical of the claims being resolved through

the proposed settlement;

D. Plaintiff appears to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;

E. Common questions of law and fact appear to predominate over questions affecting only individual persons in the Class. Accordingly, the Class appears to be sufficiently cohesive to warrant settlement by representation; and

F. Certification of the Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Class.

8. The Court approves, as to form and content, the Notice of Class Action Settlement to Settlement Class Members in substantially the form attached to the Agreement as Exhibit “A”.

9. The Court approves the procedure for Settlement Class Members to opt out to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

10. The Court approves the procedure for Settlement Class Members to object to the Agreement as set forth in the Agreement and the Notice of Class Action Settlement.

11. The Court directs the mailing of the Notice of Class Action Settlement and related documents to members of the Class by first class mail in accordance with the Agreement and the implementation schedule set forth below. The Court finds that the dates selected for the mailing and distribution of the notice, as set forth in the following implementation schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

12. It is ordered that the settlement Class is preliminarily certified for settlement purposes only.

13. The Court confirms Eric B. Kingsley and Liane Katzenstein Ly of Kingsley Szamet & Ly, formerly Kingsley & Kingsley, APC as Class Counsel.

14. The Court confirms Natali Ascencio as Class Representative.

15. The Court approves Xpand Legal Consulting as the Administrator.

16. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Agreement has been and will

continue to be given to the Labor & Workforce Development Agency.

17. A final fairness hearing on the question of whether the proposed Agreement, attorneys' fees and costs to Class Counsel, the PAGA payment, and the claims administration costs should be finally approved as fair, adequate, and reasonable as to the members of the Class is scheduled for _____ at _____ (Pacific Time), in Department 5.

18. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval Granted	_____
b.	Deadline for Defendant to Provide Settlement Class Members' Information to Administrator	15 calendar days from Entry of Preliminary Approval
c.	Administrator Shall Mail Notice to Settlement Class Members	14 calendar days from receipt of the Class List from Defendant
d.	Deadline for Postmark of Any Request for Exclusion	60 Days from Mailing of Notices
e.	Deadline for Postmark of Any Objection	60 Days from Mailing of Notices
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Attorneys' Fees	To be determined by the Court _____
h.	Final Approval Hearing	_____

19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the "Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights

1 of the Parties to the litigation, as more specifically set forth in the (“Agreement.

2 20. IT IS FURTHER ORDERED that, pending further Order of this Court, all
3 proceedings in this matter except those contemplated herein and in the Agreement are hereby
4 stayed.

5 21. The Court expressly reserves the right to adjourn or continue the Final Fairness
6 Hearing from time to time without further notice to members of the Class.

7
8 **DATED:** _____

9 **JUDGE OF THE SUPERIOR COURT**

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 1, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

GRIFFITH & HORN, LLP

David R. Griffith

David@davidgriffithlaw.com

15360 Humboldt Road, Suite 3

Chico, CA 95928

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 1, 2024, at Woodland Hills, California.



Michelle Tanzer