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10 Attorneys for: Plaintiff ENE C. HERNANDEZ, individually and on behalf of other
11 persons similarly situated and other aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

14 ENE C. HERNANDEZ, individually and
15 on behalf of other persons similarly
16 situated and other aggrieved employees,

17 Plaintiffs,

18 v.

19 NORTHWEST HOTEL
20 CORPORATION; and DOES 1 through
21 10,

22 Defendants.

Case No.: 30-2023-01310267-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to Hon. Layne H.
Melzer in Dept. CX-102]*

**NOTICE OF ENTRY OF AMENDED
ORDER AND JUDGMENT GRANTING
PLAINTIFF’S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE’S ENHANCEMENT
AWARD, CLASS COUNSEL ATTORNEYS’
FEES AND COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND LWDA
PAYMENT**

Trial Date: None set.

Action Filed: January 17, 2023

TO THE COURT, PARTIES, THE LWDA, AND ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that, on March 3, 2026, the Court in the above-entitled
action entered the Amended Order and Judgment Granting Plaintiff’s Motion for Final
Approval of Class Action Settlement, Class Representative’s Enhancement Award, Class

1 Counsel Attorneys' Fees and Costs, Settlement Administration Costs, and LWDA Payment, a
2 true and correct copy of which is appended hereto.

3
4 Dated: Mar. 3, 2026

MOORADIAN LAW, APC

5 By: /s/Haik Hacopian

6 **Zorik Mooradian,**

Haik Hacopian,

7 Attorneys for Plaintiff, individually and on
8 behalf of other persons similarly situated and
9 other aggrieved employees
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MAR 03 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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Attorneys for Plaintiff Ene C. Hernandez, individually and on behalf of others similarly
 situated and similarly aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

ENE C. HERNANDEZ, individually and
 on behalf of others similarly situated and
 similarly aggrieved employees,

Plaintiffs,

v.

NORTHWEST HOTEL
 CORPORATION, an active California
 Corporation; and DOES 1 through 10,

Defendants.

Case No.: 30-2023-01310267-CU-OE-CXC

CLASS AND REPRESENTATIVE
 ACTION

*[Assigned to Hon. Layne H. Melzer
 in Dept. CX-102]*

**[PROPOSED] AMENDED ORDER AND
 JUDGMENT GRANTING PLAINTIFF'S
 MOTION FOR FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT, CLASS
 REPRESENTATIVE'S ENHANCEMENT
 AWARD, CLASS COUNSEL
 ATTORNEYS' FEES AND COSTS,
 SETTLEMENT ADMINISTRATION
 COSTS, AND LWDA PAYMENT**

Date: April 3, 2025

Time: 2:00 p.m.

Dept.: CX-102

**[PROPOSED] AMENDED ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL
 APPROVAL OF CLASS ACTION SETTLEMENT**

1 On April 3, 2025, the Court considered the motion of Plaintiff Ene C. Hernandez
2 ("Plaintiff") for Final Approval of Class Action Settlement and Payment of: (1) Class
3 Representative's Enhancement Award, (2) Class Counsel Attorneys' Fees and Costs, (3)
4 Settlement Administration Costs, and (4) LWDA Payment. Having considered the Motion,
5 and all legal authorities and documents concurrently and previously submitted in support
6 thereof, including the Amended Class Action and PAGA Settlement Agreement and Class
7 Notice (ROA #92) ("Settlement Agreement" or "S.A"), and good cause appearing, IT IS
8 HEREBY ORDERED and ADJUDGED that the motion is GRANTED, subject to the
9 following findings and orders:

10
11 1. This Court has jurisdiction over the subject matter of this litigation and over
12 the Parties to this litigation, including the Settlement Class;

13 2. Final approval shall be with respect to the Settlement Class defined as:
14 All current and former hourly-paid and/or non-exempt employees of Defendant Northwest
15 Hotel Corporation in California, including those at Howard Johnson Hotel and Water
16 Playground, Courtyard Anaheim Theme Park Entrance, Courtyard by Marriot Fisherman's
17 Wharf, and its corporate staff, employed during the Class Period (the period from March 3,
2019 through February 5, 2024);

18 3. The distribution of the Class Notice ("Notice Documents") to the Settlement
19 Class as set forth in the Settlement Agreement has been completed in conformity with
20 preliminary approval granted on August 2, 2024. The Notice Documents provided adequate
21 notice of the proceedings and about the case, including the proposed settlement terms and
22 the Release by Settlement Class as set forth in the Settlement Agreement. The Notice
23 Documents fully satisfied due process requirements. The Notice Documents were sent via
24 U.S. Mail to all persons entitled to such notice and every Settlement Class Member who
25 could be identified through reasonable effort. As executed, the Notice Documents
26 constituted the best notice practicable under the circumstances;

1 4. No Settlement Class Member has requested to be excluded from the
2 Settlement;

3 5. The Court hereby approves the terms set forth in the Settlement Agreement
4 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
5 and directs the Parties to effectuate the Settlement Agreement according to its terms. The
6 Court finds that the Settlement Agreement has been reached as a result of informed and non-
7 collusive arm's-length negotiations. The Court further finds that the Parties have conducted
8 extensive investigation and research, and their attorneys were able to reasonably evaluate
9 their respective positions. The Court also finds that settlement now will avoid additional and
10 potentially substantial litigation costs, as well as delay and risks if the Parties were to
11 continue to litigate the case. The Court has reviewed the monetary recovery being provided
12 as part of the settlement and recognizes the significant value accorded to the Settlement
Class;

13 6. The releases, as set forth in the Settlement Agreement and Notice Documents,
14 are as follows:

15 Class Release: All Participating Class Members (including Plaintiff), on behalf of
16 themselves and their respective former and present representatives, agents, attorneys, heirs,
17 administrators, successors, and assigns, release Released Parties from:

18 The Claims set forth in the Action, including, but not limited to: (1) Failure to pay
19 minimum and regular rate wages; (2) Failure to pay overtime compensation; (3) Failure to
20 provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods
21 or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6)
22 Failure to provide accurate itemized wage statements; (7) Violation of Business and
23 Professions Code § 17200, et seq.; (8) Failure to reimburse for necessary business expenses;
24 (9) Failure to Pay Vacation Wages Due at Termination, and those claims predicated on the
25 same or similar facts and/or claims alleged in the Actions; as well as any claims that could
26 have been pled which arise from the same or similar facts concerning the Plaintiff or the
putative class, and claims for interest, penalties (including but not limited to waiting time

1 penalties); as well as any claims under the California Labor Code and California Industrial
2 Welfare Commission Wage Orders (specifically for violations of California Labor Code
3 sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2800, and 2802,
4 and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section
5 11000 et seq.; or which could have been alleged under the same or similar facts, allegations
6 and/or claims pleaded in the Actions;

7 Any claims for injunctive relief, declaratory relief, restitution, alleged or which could
8 have been alleged under the facts, allegations and/or claims pleaded in the complaints filed
9 as part of the Action;

10 Any and all other claims under California common law, the federal law, and the
11 California Business and Professions Code alleged in or that could have been alleged under
12 the same or similar facts, allegations and/or claims pleaded in the Action and based on the
13 alleged Labor Code violations.

14 Aggrieved Employees' PAGA Release. After the Court's Judgment is final, and
15 NWH has paid the Gross Settlement and separately paid the employer-side payroll taxes, all
16 Aggrieved Employees will be barred from asserting PAGA claims against NWH and the
17 Released Parties, whether or not they exclude themselves from the Settlement. This means
18 that all Aggrieved Employees, including those who are Participating Class Members and
19 those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any
20 other PAGA claim against NWH and the Released Parties based on the PAGA Period facts
21 alleged in the Action and resolved by this Settlement.

22 The Labor Workforce Development Agency, State of California, in addition to all
23 Aggrieved Employees, and Plaintiff Hernandez as a proxy for the LWDA are deemed to
24 release, on behalf of themselves and their respective former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
26 the claims for civil penalties under the California Private Attorneys General Act of 2004
(Labor Code §§ 2698, et seq.) that are set forth in the Action or which could have been
asserted predicated on the same or similar facts alleged in the Action and/or any PAGA

1 letter sent to the LWDA by Plaintiff in or prior to the Action for violations of California
2 Labor Code sections 201, 203, 204, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1, and
3 2802, and applicable IWC Wage Orders.

4 Released Parties. The Released Parties are Northwest Hotel Corporation, and any of
5 its past, present and future direct or indirect parents, subsidiaries, predecessors, successors
6 and affiliates, as well as each of their past, present and future officers, directors, employees,
7 partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any
8 individual or entity which could be jointly liable with Defendant, including but not limited
9 to Raymond J. Powers Executor F/T Estate of James P. Edmondson dba Courtyard by
10 Marriot at Fisherman's Wharf.

11 7. As consistent with the Class Release and Aggrieved Employees' PAGA
12 Release above, this Settlement resolves the following wage and hour related causes of action
13 under the California Labor Code that are asserted in the operative First Amended Complaint:
14 (1) Failure to Provide Meal Periods; (2) Failure to Provide Paid Rest Periods; (3) Failure to
15 Pay Wages; (4) Failure to Timely Pay Wages at Termination/Separation; (5) Failure to
16 Timely Pay Vacation Wages at Termination; (6) Failure to Provide Accurate Wage
17 Statements; (6) Failure to Reimburse Business Expenses; (8) Violation of Unfair Business
18 Practices Act – Bus. & Prof. Code §§ 17200, et seq.; and (9) Penalties Pursuant to Private
19 Attorneys General Act ("PAGA").

20 8. Defendant shall pay the Settlement Class pursuant to the procedure described
21 in the Settlement Agreement and the Notice Documents;

22 9. The Court hereby confirms the appointment of Plaintiff Ene C. Hernandez as
23 the Class Representative for settlement purposes and awards a \$5,000 payment to Plaintiff
24 for her services to the Settlement Class. The Court finds that this amount is fair and
25 reasonable in light of Plaintiff's contributions to this litigation and the she undertook in
26 being the named plaintiff. The enhancement award awarded under this paragraph shall be
paid in accordance with the terms of the Settlement Agreement;

1 10. The Court hereby confirms the appointment of Zorik Mooradian and Haik
2 Hacopian of the Mooradian Law, APC as Class Counsel;

3 11. The Court hereby awards attorneys' fees in the amount of \$140,000 and finds
4 that the attorneys' fees requested are reasonable in light of the relevant factors under
5 California law. The attorneys' fees awarded under this paragraph shall be paid in accordance
6 with the terms of the Settlement Agreement;

7 12. The Court also awards costs in the amount of \$13,033.98 and finds that the
8 costs requested are reasonable in light of the relevant factors under California law. The costs
9 awarded under this paragraph shall be paid in accordance with the terms of the Settlement
10 Agreement;

11 13. The Court approves the payment of \$10,000 to CPT Group for the fees and
12 costs of administering the settlement. The payment authorized by this paragraph shall be
13 made in accordance with the terms of the Settlement Agreement;

14 14. The Court approves a \$30,000 allocation for release of the PAGA claims.
15 From this allocation, the Court approves the payment of \$22,500 (75%) to the California
16 Labor and Workforce Development Agency ("LWDA") and \$7,500 (25%) to Aggrieved
17 Employees i.e. "all current and former hourly-paid and/or non-exempt employees of
18 Defendant Northwest Hotel Corporation in California, including those at Howard Johnson
19 Hotel and Water Playground, Courtyard Anaheim Theme Park Entrance, Courtyard by
20 Marriot Fisherman's Wharf, and its corporate staff, employed during the PAGA Period (the
21 period from March 3, 2022 through February 5, 2024)." The payments authorized by this
22 paragraph shall be made in accordance with the terms of the Settlement Agreement;

23 15. The Gross Settlement Amount of the Settlement is \$400,000.00 (plus
24 Defendant's employer share of taxes), from which the above noted awards shall be deducted
25 as follows: \$5,000 for the service award to Plaintiff, \$140,000 for attorneys' fees,
26 \$13,033.98 in litigation costs, \$10,000 in administration costs, a \$30,000 allocation for
release of PAGA claims, and \$14,014.00 to the Second Harvest Food Bank of Orange
County, a 501[c]3 nonprofit organization as the *cy pres* recipient. The remaining amount of

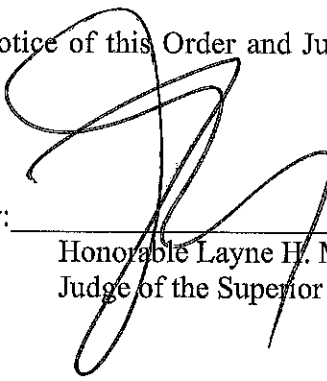
1 \$187,952.02 (which excludes the employer share of taxes), or Net Settlement Amount, shall
2 be paid to the 434 Participating Settlement Class Members in accordance with the terms of
3 the Settlement Agreement;

4 16. The \$14,014.00 payable to the Second Harvest Food Bank of Orange County,
5 a 501[c]3 reflects the balance of uncashed payments after expiration of the check cashing
6 deadline on December 27, 2025. The *cy pres* recipient is a non-profit regional food bank
7 that serves that serves communities within the vicinity where Defendant operated and where
8 the Settlement Class was primarily employed;

9 17. The Court shall have and retain continuing jurisdiction over this action and
10 the Parties and the Settlement Class pursuant to CCP §664.6 and CRC 3.769(h), including
11 after the entry of this Order, to the fullest extent necessary to interpret, enforce and
12 effectuate the terms and intent of the Settlement Agreement and this Order and Judgment;
13 and

14 19. Plaintiff shall provide notice of this Order and Judgment to the LWDA as
15 required under PAGA.

16 Dated: **MAR 03 2026**

17 By: 

Honorable Layne H. Melzer
Judge of the Superior Court

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On **March 3, 2026**, I served on the parties of record in this action the foregoing document(s) described as:

Laura E. Hayward, Bar No. 204014 lhayward@littler.com Robert Geiger, Bar No. 322914 rgeiger@littler.com LITTLER MENDELSON, P.C. 333 Bush Street 34th Floor San Francisco, California 94104 Telephone: 415.433.1940 Fax No.: 415.399.8490 Attorneys for Defendant NORTHWEST HOTEL CORPORATION	Labor & Workforce Development Agency 800 Capitol Mall, MIC-55 Sacramento, CA 95814 (Filed online at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
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☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Haik Hacopian