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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. Lon F. Hurwitz
in Dept. CX-103]*

**[PROPOSED] 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**

[FILED CONCURRENTLY WITH NOTICE
OF MOTION AND MOTION FOR FINAL
APPROVAL; DECLARATION OF HAIK
HACOPIAN; DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
TANNER NICODEMUS; DECLARATION
OF ENE C. HERNANDEZ]

Date: January 31, 2025

Time: 1:30 p.m.

Dept.: CX-103

1 On January 31, 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 ("Settlement Agreement" or "S.A"), and good cause appearing, IT IS HEREBY
8 ORDERED and ADJUDGED that the motion is GRANTED, subject to the following
9 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,
18 2019 through February 5, 2024);

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

10 7. Defendant shall pay the Settlement Class pursuant to the procedure described
11 in the Settlement Agreement and the Notice Documents;

12 8. The Court hereby confirms the appointment of Plaintiff Ene C. Hernandez as
13 the Class Representative for settlement purposes and awards a \$7,500 payment to Plaintiff
14 for her services to the Settlement Class. The Court finds that this amount is fair and
15 reasonable in light of Plaintiff's contributions to this litigation and the she undertook in
16 being the named plaintiff. The enhancement award awarded under this paragraph shall be
17 paid in accordance with the terms of the Settlement Agreement;

18 9. The Court hereby confirms the appointment of Zorik Mooradian and Haik
19 Hacopian of the Mooradian Law, APC as Class Counsel;

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

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

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

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

13 14. The Gross Settlement Amount of the Settlement is \$400,000.00 (plus
14 Defendant’s employer share of taxes), from which the above noted awards shall be deducted
15 as follows: \$7,500 for the service award to Plaintiff, \$140,000 for attorneys’ fees,
16 \$13,033.98 in litigation costs, \$10,000 in administration costs, and a \$30,000 allocation for
17 release of PAGA claims. The remaining amount of \$199,466.02 (which excludes the
18 employer share of taxes), or Net Settlement Amount, shall be paid to the 434 Participating
19 Settlement Class Members in accordance with the terms of the Settlement Agreement;

20 15. The Court shall have and retain continuing jurisdiction over this action and
21 the Parties and the Settlement Class, including after the entry of this Order, to the fullest
22 extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement
23 Agreement and this Order and Judgment;

24 16. A Hearing re Final Distribution is scheduled for _____ at
25 _____ and a distribution report is to be filed by _____; and

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

Dated: _____ By: _____
Honorable Lon. F. Hurwitz
Judge of the Superior Court