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David W. Slayton, Executive Officer / Clerk of Court
By: T. Lewis Deputy

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jeffrey D. Klein, Esq. (SBN 297296)
David L. Gray, Esq. (SBN 364969)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jklein@lelawfirm.com
dgray@lelawfirm.com

Attorneys for Plaintiff HECTOR A. AVILA,
on behalf of herself and others similarly situated

David Lavi, Esq. (SBN 277604)
Arie Ebrahimian, Esq. (SBN 274961)
E&L, LLP
6300 Wilshire Boulevard, Suite 1740
Los Angeles, California 90048
Telephone: (213) 213-0000
Facsimile: (213) 213-0025
Email: dlavi@ebralavi.com
arie@ebralavi.com
Attorneys for Plaintiff SKYLER WHITNEY HIRLINGER,
on behalf of herself, and others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

HECTOR A. AVILA and SKYLER WHITNEY HIRLINGER, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

NORTHWOOD HOSPITALITY, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV28400
Related Case No.: 24STCV13683

CLASS ACTION
[*Assigned For All Purposes to the Hon. Bruce G. Iwasaki; Dept. 11*]

~~**[PROPOSED]**~~ **ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

[*Filed concurrently with Notice of Motion and Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and Costs; Declarations in Support*]

MFA Hearing Information:
Date: July 23, 2026
Time: 10:00 a.m.
Dept.: Department 11

~~[PROPOSED]~~ ORDER AND JUDGMENT

Plaintiffs HECTOR A. AVILA and SKYLER WHITNEY HIRLINGER ("Plaintiffs") Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant NORTHWOOD HOSPITALITY, LLC (Defendant) came before this Court on July 23, 2026, at 10:00 a.m. in Department 11, of the Los Angeles County Superior Court Spring Street Courthouse located at 312 North Spring Street, Los Angeles, CA 90012. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of David L. Gray in Support of Plaintiffs' Motion for Final Approval (the "Settlement" or "Settlement Agreement"), Plaintiffs' Motion for Final Approval of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Fatima Montanez on behalf of Simpluris, Inc., and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

A person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period.

3. The "Class Period" is the period from September 18, 2019, through December 22, 2024.

4. For purposes of the settlement, the Court designates named Plaintiffs Hector Avila and Skyler Whitney Hirlinger as Class Representative, and Joseph Lavi, Vincent C. Granberry, and Jeffrey D. Klein, of Lavi & Ebrahimian, LLP, and David Lavi, Esq. and Arie Ebrahimian, Esq. of E&L LLP as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable

law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other class members. The notice fully satisfied the requirements of due process.

6. The Court finds the settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

7. The Settlement Agreement is not an admission by Defendant or by any other released party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other released parties.

8. No Class Members have objected to the terms of the Settlement.

9. No Class Members have requested exclusion from the Settlement.

10. The Escalator Clause of the Settlement has been triggered which increased the Gross Settlement Amount.

11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of One Million Three Thousand Five Hundred Ninety-Seven Dollars and Seventeen Cents ($1,003,597.17) and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date. (Settlement, §§ 1.22, 4.3, 8.)

12. The Administrator will issue the following payments within Fourteen (14) days after receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees

Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative Service Payment.

13. In addition to any recovery that the named Plaintiffs may receive under the Settlement, and in recognition of the named Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiffs' in the amount of ~~Ten Thousand~~ Seven Thousand Five Hundred Dollars and Zero Cents (~~$10,000.00~~ $7,500.00)

14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum Three Hundred Thirty-Four Thousand Five Hundred Thirty-Two Dollars and Thirty-Nine Cents ($334,532.39), and the reimbursement of litigation expenses in the sum of Thirteen Thousand Dollars and Zero Cents ($13,000.00). Each are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a common fund obtained for the class. The court also has considered the lodestar amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the class.

15. The Court approves and orders payment from the Gross Settlement Amount in the amount of Six Thousand Five Hundred Dollars and Zero Cents ($6,500.00) for performance of settlement administration services.

16. The Court approves and orders the allocation of One Hundred Thousand Dollars and Zero Cents ($100,000.00) of the Gross Settlement Amount as PAGA Penalties.

17. The Court approves and orders payment of Seventy-Five Thousand Dollars and Zero Cents ($75,000.00) (75% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment.

18. The Court approves and orders payment of Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as Individual PAGA Payments pursuant to the terms of the Settlement.

19. In list form, the amounts approved and ordered paid are as follows:

a. Gross Settlement Amount ("GSA"): $1,003,597.17

b. LWDA Allocation: Total $100,000.00, composed of:

i. LWDA Payment: $75,000.00 (75% of LWDA Allocation)

ii. Aggrieved Employees: $25,000.00 (25% of LWDA Allocation)

c. Expected Deductions: Total $374,032.39, composed of:

i. $20,000.00 - Class Representative Service Payments ($10,000 each)
ii. $334,532.39 - Attorneys' Fees
iii. $13,000.00 - Attorneys' Costs
iv. $6,500.00 - Settlement Administration Costs

d. Net Settlement Amount: $529,564.78 (GSA, minus LWDA Allocation, minus Expected Deductions)

20. Participating Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be voided, and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b). The Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion of the 180 calendar day check cashing period.

21. Release by Participating Class Members: All Participating Class Members, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Actions. 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.

22. Release by Aggrieved Employees: All Participating and Non-Participating Class Members who are Aggrieved Employees 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 stated in the Operative Complaint, and the PAGA Notice.

23. "Released Parties" means: Defendant and each of its former and present spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

24. "PAGA Period" means the period from September 18, 2022, through December 22, 2024.

25. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

26. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

27. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall file a final report with the Court regarding distribution of settlement funds by 04/30/2027, indicating the disbursements were made pursuant to the settlement. Any unclaimed funds that are uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 07/23/2026



Hon. Bruce G. Iwasaki
Judge of the Superior Court