ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: 349690
NAME: James S. Winn Jr.
FIRM NAME: Blackstone Law, APC
STREET ADDRESS: 8383 Wilshire Blvd, Suite 745
CITY: Beverly Hills STATE: CA ZIP CODE: 90211
TELEPHONE NO.: (310) 622-4278 FAX NO.: (855) 786-6356
EMAIL ADDRESS: jwinn@blackstonepc.com
ATTORNEY FOR *(name)*: Plaintiff CAMILLE GUERIN and CAMILLE TORRES

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 312 North Spring Street
MAILING ADDRESS: 312 North Spring Street
CITY AND ZIP CODE: Los Angeles 90012
BRANCH NAME: Spring Street Courthouse

PLAINTIFF/PETITIONER: Camille Guerin, et al.
DEFENDANT/RESPONDENT: O&A Line Management, LLC, et al.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 24STCV00784

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: July 9, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: July 16, 2026

James S. Winn Jr.
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ James S. Winn Jr.
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

FILED
Superior Court of California
County of Los Angeles
07/09/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Zavala Deputy

Preliminary Approval of Class Action Settlement
Department SSC-9

<u>Guerin, et al. v. O & A Line Management, LLC, et al.</u>
Case No.: 24STCV00784 c/w 24STCV00885
Hearing: March 17, 2026

<u>FINAL RULING</u>

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by ***<u>October 28, 2026</u>***and will be heard on ***<u>December 9, 2026</u>*** *<u>at</u>* ***<u>10AM</u>***. *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for ***<u>November 4, 2026</u>***, at 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

<u>BACKGROUND</u>

This is a wage and hour class action. Defendant is a boutique hotel located in Koreatown, California with multiple restaurants and bars. Plaintiff Camille Guerin was employed by Defendant as an hourly-paid, non-exempt Server from approximately October 2021 to approximately June 2023. Plaintiff Camille Torres was employed by Defendant as an hourly-paid, non-exempt Server from approximately October 2021 to approximately June 2023.

On November 7, 2023, Plaintiffs provided written notice to the LWDA by online submission and to Defendant, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Notice").

On January 10, 2024, Plaintiffs filed a purported Class Action Complaint for Damages ("Class Complaint") against Defendant, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC, alleging claims for: (1) unpaid minimum wages; (2) unpaid overtime; (3) meal break violations; (4) rest break violations; (5) failure to timely pay wages during employment;

(6) conversion; (7) wage statement violations; (8) failure to timely pay wags at termination; (9) failure to reimburse business expenses; and (10) unfair competition in violation of California Business and Professions Code, Cal. Bus. & Prof. Code §§ 17200, et seq. (the "UCL"). ("Class Action").

On January 12, 2024, Plaintiffs filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698, Et Seq. ("PAGA Complaint") in the action entitled Guerin and Torres v. O&A Line Management, LLC, et al., Los Angeles County Superior Court Case No. 24STCV00885 ("PAGA Action"), which alleged one cause of action under the California Labor Code Private Attorney General Act of 2004 ("PAGA") against Defendant, Citrin Hospitality, Inc., MCGA Hotels LLC, and MCGA Hotels LA LLC.

On July 29, 2024, the Court consolidated the Class Action and PAGA Action (together, "Actions") and deemed the Class Action lead.

On March 26, 2026, Plaintiffs filed a First Amended Class and Representative Action Complaint for Damages ("Operative First Amended Complaint"). The Operative Complaint alleges causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide earned gratuities, failure to provide accurate wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code Section 17200, et seq. based on the aforementioned California Labor Code violations, and for civil penalties under PAGA based on the aforementioned California Labor Code violations.

Counsel represents that prior to mediation, Defendant produced data of putative class members' time and pay as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members.

On April 22, 2025, the Parties participated in a formal mediation conducted by Lynn Frank, Esq., and with the assistance of the Mediator's evaluations, were able to reach an agreement to resolve this dispute on a class and representative basis.

A partially executed long form Settlement Agreement was filed with the Court on January 5, 2025 attached to Declaration of James S. Winn Jr. ("Winn Jr. Decl.") as Exhibit 3.

On January 16, 2026, Counsel filed a fully executed Settlement Agreement, attached to Supplemental Declaration of James S. Winn Jr. ("Winn Jr. Supp. Decl.") as Exhibit 1.

On March 12, 2026, Counsel filed an unexecuted Amended Settlement Agreement, attached to Further Supplemental Declaration of James S. Winn Jr. ("Winn Jr. 2nd Supp. Decl.") as Exhibit 2.

On March 26, 2026, Counsel filed an unexecuted Second Amended Settlement Agreement, attached to Further Additional Declaration of James S. Winn Jr. ("Winn Jr. 3rd Supp. Decl.") as Exhibit 2.

On April 8, 2026, Counsel filed the fully executed Second Amended Agreement attached to Declaration of James S. Winn Jr. ("Winn Jr. 4th Supp. Decl.") as Exhibit 1.

Now before the Court is Plaintiff's Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- "Class" or "Class Member(s)" means all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the Class Period. (Settlement Agreement, ¶1.5.)
  - "Class Period" means the period from January 10, 2020 through June 17, 2025. (¶1.11)
- "Aggrieved Employee(s)" means all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the PAGA Period. (¶1.4.)
  - "PAGA Period" means the period from January 12, 2023, to June 17, 2025. (¶1.31)
- Defendant represents that the Class Members worked a total of approximately 15,997.30 Workweeks during the Class Period. In the event that the actual number of Workweeks worked by Class Members is greater than 15,997.30 Workweeks during the Class Period, then Defendant agrees to increase the Gross Settlement Amount on a proportional basis based on the workweek value of $30.01 per additional Workweek. (¶7.)
- The parties agree to certification of a class and collective action for purposes of this Settlement only. (¶12.1.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **$443,748,** non-reversionary and consists of the following (¶3.1.):
  - "GSA Credit" of **$80,173** for previously made payments (¶1.21); and
  - Outstanding Settlement Amount" of **$363,575** to be paid by Defendant. (¶1.29)
- The Net Settlement Amount ("Net") **($122,763.20)** is the GSA minus the following:
  - GSA Credit of **$80,173** for previously made payments (¶1.21);
  - Up to **$155,311.80 (35%)** for attorney fees (¶3.2.2);
  - Up to **$30,000** for costs of litigation (*Ibid.*);
  - Up to **$10,000** for service payments to the Class Representatives (**$5,000** each) (¶3.2.1); and
  - Payment of **$37,500** (75% of $50,000 PAGA penalty) to the LWDA (¶3.2.5); and
  - Up to **$8,000** for settlement administration costs (¶3.2.3.).
- Defendant will pay employer payroll taxes separately from the GSA. (¶1.29)
- Funding of Gross Settlement Amount: Defendant shall fully fund the Outstanding Settlement Amount. including all amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator within 60 days of entry of the Final Approval Order. (¶4.2)

- Disbursement of GSA: Within 14 days after Defendant fully funds the Outstanding Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶4.4.)
- No Claim Form: The Administrator will disburse the entire Outstanding Settlement Amount without asking or requiring Participating Class Members and Aggrieved Employees to submit any claim as a condition of payment. (¶3.1)
- Individual Class Payments: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by the total Workweeks worked by each Participating Class Member during the Class Period. (¶3.2.4.) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.4.2)
    - Tax Allocation: 20% wages and 80% interest and penalties. (¶3.2.4.1)
- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's Pay Periods worked during the PAGA Period. (¶3.2.5.1.) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. (¶3.2.5.2)
    - Tax Allocation: 100% penalties. (*Ibid.*)
- "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may submit a Request for Exclusion, written objection, and/or challenge to Workweeks and/or Pay Periods. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 days beyond the expiration of the Response Deadline. (¶1.42)
    - If the number of valid Requests for Exclusion exceeds 7.5% of the Class, Defendant may elect to withdraw from the Settlement. (¶9.)
- Uncashed Checks: For any Participating Class Member whose Individual Class Payment check or Aggrieved Employees whose Individual PAGA Payment check is 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 Participating Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384 (b). (¶4.3.3.)

- Xpand Legal Consulting LLC will act as administrator for the settlement. (¶1.2.)
- The proposed settlement was submitted to the LWDA on January 16, 2026. (Winn Jr. Supp. Decl., ¶4 and Exhibit 2 thereto.) On April 8, 2026, a copy of the fully executed Second Amended Agreement was submitted to the LWDA via online submission through the LWDA's website. (Winn Jr. 4th Supp. Decl., ¶4 and Exhibit 2 thereto.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On April 22, 2025, the Parties participated in a formal mediation conducted by Lynn Frank, Esq., and with the assistance of the Mediator's evaluations, were able to reach an agreement to resolve this dispute on a class and representative basis. (Winn Jr. Decl., ¶14.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that prior to mediation, Defendant produced data of putative class members' time and pay as well as Defendant's relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members. (*Id.* at ¶24). Specifically, counsel represents that Defendant produced payroll data for all Class Members from January 10, 2020 through December 29, 2024, and timekeeping data for all Class Members from January 10, 2020 through March 9, 2025. (Winn Jr. 2nd Supp. Decl., ¶6.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel represents that they are experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶2-9 and Exhibit 1 thereto.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

CONCLUSION: The settlement is entitled to a presumption of fairness.

B. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)

Here, Class Counsel has provided the following exposure analysis:

Claim	***Maximum Exposure***
Meal Period	$114,465
Rest Period	$1,112,722
Unpaid Wages	$292,023
Unpaid Reimbursable Business Expenses	$113,730

Waiting Time Penalties	$894,486
Wage Statement Penalties	$355,050
PAGA	$390,800
TOTAL	**$3,273,276**

(Winn Jr. Decl. ¶¶27-40.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].)

4. Amount offered in settlement.

Plaintiff's counsel obtained a **$443,748** non-reversionary settlement. This is approximately 14% of Defendant's maximum exposure, which, given the uncertain outcomes, is within the "ballpark of reasonableness."

The $443,748 settlement amount, after reduced by the requested deductions, leaves approximately $122,763.20 to be divided among approximately 350 class members. Assuming full participation, the resulting payments will average approximately $350.75 per class member. [$122,763.20 Net / 350 = $350.75]

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the final fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

C. Scope of the release

Effective on the date when Defendant fully funds the entire Outstanding Settlement Amount, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows: (¶5.)

(¶5.2.)

- All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from any and all claims and/or theories of liability that have been or could have been alleged or asserted in the Operative Complaint based on any of the facts alleged in the Operative Complaint, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties (excluding PAGA penalties), interest or attorneys' fees associated with all of such causes of action under California law. The Released Class Claims shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 227.3, 246-248.5, 350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,1198.5, 1199, 2800, and 2802. (¶5.2)

- All 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 any and all claims and/or theories of liability for civil penalties under PAGA that have been or could have been alleged or asserted in the Operative Complaint and PAGA Notice based on any of the facts alleged or asserted in the Operative Complaint and PAGA Notice, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof at the correct rate of pay; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof at the correct rate of pay, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above. The PAGA Released Claims shall include PAGA claims arising under or predicated on California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 227.3, 246-248.5, 350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802. (¶5.3)

- "Released Parties" means Defendant O&A Line Management, LLC, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC, and each of their past and present corporate affiliates, parents, subsidiaries, divisions, related entities, divested business and business units, and the board members, directors, officers, shareholders, owners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, and/or any other persons acting on their behalf. (¶1.40)
  - "Defendant" means and refers to O&A Line Management, LLC. (¶1.15)
- Named Plaintiffs will provide general releases and §1542 waivers as to Defendants. (¶5.1)

D. <u>May conditional class certification be granted?</u>

1. <u>Standards</u>

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

2. <u>Analysis</u>

a. <u>Numerosity.</u> There are approximately 350 class members. (MPA, 17:4-5.) This element is met.

b. <u>Ascertainability.</u> A class is ascertainable, as would support certification under statute governing class actions generally, when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 961.) The proposed class is defined above. The class members are ascertainable from Defendant's records. (MPA, 17:8-10.)

c. <u>Community of interest.</u> "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

Counsel contends that here, Plaintiffs' claims present common issues of law and fact because Plaintiffs alleges that Defendants policies and practices were uniform as to all Class Members and those policies meant that Defendant denied compliant meal and rest periods to employees, required employees to perform work off-the-clock, and failed to fully compensate employees for all time actually worked. (MPA, 17:24-28.)

Further, counsel contends that typicality is met because Plaintiffs allege that their claims: 1) are similar to that of the other Class Members; 2) arise out of the same alleged course of conduct giving rise to the claims of the other Class Members; and 3) are based upon the same alleged conduct and business practices as those of Class Member. (MPA, 18:9-12.)

Finally, counsel contends adequacy is met because there is no antagonism between the interests of Plaintiffs and the Class, and Plaintiffs are represented by adequate counsel. (MPA, 18:15-22; See Declaration of Plaintiff Guerin, *passim*; Declaration of Plaintiff Torres, *passim.*)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class action.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class is conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the notice proper?

a. Content of class notice. The proposed notice is attached to the Amended Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; attorney fees and costs; enhancement awards; the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

b. Method of class notice. Notice will be given via direct mail. Not later than 21 days after Defense Counsel's receipt of the Preliminary Approval Order, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (¶4.2.)

Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶8.4.2.)

Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶8.4.3)

If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after their respective receipt of Class Notice, or the Response Deadline in the Class Notice, whichever is later. (¶8.4.5)

Notice of final judgment will be posted on the settlement administrator's website. (¶8.8.1.)

c. Cost of class notice. As indicated above, settlement administration costs are estimated to be **$8,000**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney fees and costs

California Rule of Court, rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$155,311.80 (35%)** in attorney fees and up to **$30,000** in costs will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method, and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

G. Incentive Awards to Class Representatives

The Settlement Agreement provides for an enhancement award of up to **$5,000** to each of the named Plaintiffs for a total of **$10,000**. In connection with the final fairness hearing, named Plaintiffs each must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement awards at the time of final approval.

CONCLUSION AND ORDER

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by ***October 28, 2026*** and will be heard on ***December 9, 2026*** *at* ***10AM*****.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

A Non-Appearance Case Review is set for ***November 4, 2026***, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Judicial Assistant is to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all other parties and file proof of service of such within 10 days.

IT IS SO ORDERED.

DATED: July 7, 2026

Elaine Lu / Judge
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Ana Turcios, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On July 16, 2026, I served a copy of the following document(s):

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

Shareef S. Farag
sfarag@bakerlaw.com
Nicholas D. Poper
npoper@bakerlaw.com
BAKER & HOSTETLER LLP
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4301
Tel: (310) 820-8800 / Fax: (310) 820-8859

Attorneys for Defendants O & A LINE MANAGEMENT, LLC, CITRIN HOSPITALITY, INC., MCGA HOTELS LLC and MCGA HOTELS LA LLC

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on July 16, 2026 at Beverly Hills, California.

/s/ Ana Turcios
Ana Turcios