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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CAMILLE GUERIN and CAMILLE TORRES, individually and on behalf of others similarly situated,

Plaintiffs,

vs.

O & A LINE MANAGEMENT, LLC; CITRIN HOSPITALITY, INC.; MCGA HOTELS LLC; MCGA HOTELS LA LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV00784
[Consolidated with Case No. 24STCV00885]

Honorable Elaine Lu
Department 9

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

Date:	December 9, 2026
Time:	10:00 a.m.
Dept.:	9
Complaint Filed:	January 10, 2024
Trial Date:	Not Set

Plaintiffs Camille Guerin and Camille Torres' (together, "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment came before this Court on **December 9, 2026 at 10:00 a.m.** before the Honorable Elaine Lu in Department 9 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012.

Having received and considered the Second Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment, the supporting papers filed by the Parties, the Declarations of Class Counsel (James S. Winn Jr.), the Class Representatives (Camille Guerin and Camille Torres), and the Administrator (Johnathan Paul on behalf of Xpand Legal Consulting LLC), and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, 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 above-captioned action and over Plaintiffs and Defendant O&A Line Management, LLC ("Defendant") (collectively, with Plaintiffs, the "Parties"), including all members of the Class.

2. The Court finds that the following Class is properly certified as a class for settlement purposes only: "All current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the Class Period." The "Class Period" is defined as the period from January 10, 2020 through June 17, 2025.

3. The Court appoints Plaintiffs Camille Guerin and Camille Torres as the Class Representatives for settlement purposes only.

4. The Court appoints Jonathan M. Genish, Barbara DuVan Clarke, Danielle Ling GruppChang, P.J. Van Ert, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC as Class Counsel for settlement purposes only.

5. The Court Approved Notice of Class Action Settlement and Hearing Date For Final Court Approval ("Class Notice") provided to the Class 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 Class 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 Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. 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 Defendant or any of the other Released Parties.

8. The Court finds that no Class Members have validly and timely opted out of the Class Settlement and no Participating Class Members have objected to the Class Settlement.

9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payments from the Gross Settlement Amount of Class Representative Service Payments to Plaintiffs in the amounts of $5,000.00 each (total, $10,000.00).

10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of $155,311.80 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of $26,013.57. The attorneys' fees and reimbursement of litigation costs

and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of $8,000.00 to Xpand Legal Consulting LLC for performance of settlement administration services.

12. The Court approves and orders payment in the amount of $37,500.00 to the California Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that within sixty (60) calendar days after entry of this Order and Judgment, Defendant will deposit the Outstanding Settlement Amount and all amounts necessary to fully pay Defendant's share of payroll taxes into an account established by the Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within fourteen (14) calendar days after Defendant funds the Outstanding Settlement Amount, the Administrator will distribute 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.

15. Each Individual Class Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee.

16. Effective on the date when Defendant fully funds the entire Outstanding Settlement Amount, 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 (collectively, "Released Class Claims"). The Released Class Claims shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 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.

Effective on the date when Defendant fully funds the entire Outstanding Settlement Amount, 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 (collectively, "Released PAGA Claims"). 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, 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.

17. Effective on the date when Defendant fully funds the entire Outstanding Settlement Amount, Plaintiffs, individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, 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 any of the pleadings that have been filed in the Action, arising during the Class Period, including any claims and/or theories of liability raised during mediation, based on the facts alleged in any of the pleadings that have been filed in the Action and in any related notices sent to the LWDA, 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, interest or attorneys' fees associated with all of such causes of action under California law and all claims for civil penalties or other remedies recoverable under Labor Code § 2698 *et seq.* (PAGA). The release shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 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. For purposes of the Plaintiffs' release only, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

18. "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.

19. 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.

20. Notice of entry of this Order and Judgment shall be given to the Class Members by posting a copy of this Order and Judgment on the Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

21. A Non-Appearance Case Review re: Final Report is set for _____ at _____ in Department 9 of this Court located at 312 North Spring Street, Los Angeles, California 90012. The Administrator shall file a Final Report by _____.

IT IS SO ORDERED.

Dated: _____

_____
Honorable Elaine Lu