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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JOSHUA CAHILL, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

MARRIOTT INTERNATIONAL, INC., a
Delaware corporation; RESIDENCE INN BY
MARRIOTT, LLC, a Delaware limited
liability company; COURTYARD
MANAGEMENT LLC, a Delaware limited
liability company, and DOES 2 through 100,
inclusive,

Defendants.

Case No.: 24CV02395

Honorable Donna D. Geck
Department 4

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

[Declaration of Proposed Class Counsel
(Daniel Bass); Declaration of Proposed
Class Representatives (Joshua Cahill); and
[Proposed] Order filed concurrently
herewith]

Date: April 24, 2026
Time: 10:00 a.m.
Department: 4

Complaint Filed: April 29, 2024
FAC Filed: October 27, 2025
Trial Date: None Set

**TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR COUNSEL OF
RECORD:**

PLEASE TAKE NOTICE that on April 24, 2026, at 10:00 a.m. or as soon thereafter as the matter may be heard before the Honorable Donna D. Geck in Department 4 of the Superior Court of the State of California, for the County of Santa Barbara, 1100 Anacapa Street, Santa Barbara, California 93101, Plaintiff Joshua Cahill (“Plaintiff” or “Class Representative”) will, and hereby does, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 2**” to the Declaration of Daniel Bass in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Joshua Cahill as Class Representative;
- Appointing Joanna Ghosh, Yasmin Hosseini, and Daniel Bass of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as “**EXHIBIT A**” to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving ILYM Group, Inc. as the Settlement Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which require approval by the Court of the settlement of a putative class action, and Rule 3.1113(e), which allows the Court to preliminarily certify a class for settlement purposes, and permits the Court to extend the page limit for memoranda.

This motion is based upon the following memorandum of points and authorities, the Settlement Agreement, the Declaration of Proposed Class Counsel (Daniel Bass) and Proposed

Class Representative (Joshua Cahill) in support thereof, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on this motion.

Dated: December 18, 2025

LAWYERS for JUSTICE, PC

By: 
Joanna Ghosh
Daniel Bass
Attorneys for Plaintiff Joshua Cahill

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26
27
28

TABLE OF CONTENTS

I. SUMMARY OF MOTION..... 1

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND..... 2

III. SUMMARY OF THE SETTLEMENT TERMS 4

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS..... 7

V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT 7

A. The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery. 8

B. The Settlement Is Fair, Reasonable, and Adequate..... 10

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE 11

A. The Class Is Ascertainable and Sufficiently Numerous. 11

B. The Class Members Share a Well-Defined Community of Interest..... 12

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS’ FEES AND COSTS 13

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE 16

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR 17

X. CLASS REPRESENTATIVE ENHANCEMENT PAYMENT 17

XI. CONCLUSION 18

TABLE OF AUTHORITIES

Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	8
<i>Bartold v. Glendale Federal Bank</i> (2000) 81 Cal.App.4th 816.....	11
<i>Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.</i> (S.D.N.Y. 1979) 480 F.Supp. 1195 .	15
<i>Capitol People First v. Department of Developmental Services</i> (2007) 155 Cal.App.4th 676....	12
<i>Cartt v. Superior Court</i> (1975) 50 Cal.App.3d 960.....	16
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	15
<i>City of Detroit v. Grinnell Corporation</i> (2d Cir. 1974) 495 F.2d 448.....	7
<i>Dunk v. Ford Motor Co.</i> (1996) 48 Cal.App.4th 1794	7, 8
<i>Estrada v. Dr. Pepper/Seven-Up</i> , Los Angeles County Superior Court, Case No. BC 262247 (May 2005)	15
<i>Hicks v. Kaufman & Broad Home Corp.</i> (2001) 89 Cal.App.4th 908.....	11
<i>In re American Bank Note Holographics, Inc., Securities Litigation</i> (S.D.N.Y. 2001) 127 F.Supp.2d 418	11
<i>In re Ampicillin Antitrust Litigation</i> (D. D.C. 1981) 526 F.Supp. 494.....	15
<i>Ketchum v. Moses</i> (2001) 24 Cal.4th 1122	14
<i>Laffitte v. Robert Half Int’l, Inc.</i> (2016) 1 Cal.5th 480.....	14, 15
<i>Lealao v. Beneficial Cal., Inc.</i> (2000) 82 Cal.App.4th 19	14
<i>Linder v. Thrifty Oil Co.</i> (2000) 23 Cal.4th 429	12
<i>Mendoza v. United States</i> (9th Cir. 1980) 623 F.2d 1338.....	16
<i>Moore v. IKEA</i> , Los Angeles Superior Court, Case No. BC 263646 (Sept. 2006)	15
<i>Officers for Justice v. Civil Service Commission of City and County of San Francisco</i> (9th Cir. 1982) 688 F.2d 615	7
<i>Rose v. City of Hayward</i> (1981) 126 Cal.App.3d 926	12
<i>Sav-On Drug Stores, Inc. v. Superior Court</i> (2004) 34 Cal.4th 319.....	11, 12
<i>Vranken v. Atlantic Richfield Co.</i> (N.D. Cal. 1995) 901 F.Supp. 294.....	17
<i>Wershba v. Apple Computer, Inc.</i> (2001) 91 Cal.App.4th 224.....	8

Statutes

Cal. Code Civ. Proc. § 1781	15
Cal. Code Civ. Proc. § 1781(f)	7

Other Authorities

Conte & Newberg, Newberg on Class Actions § 11.25 (4th Ed.)	7
Conte & Newberg, Newberg on Class Actions § 11.47 (4th Ed.)	11
Conte & Newberg, Newberg on Class Actions § 14.03 (4th Ed.)	15
Conte & Newberg, Newberg on Class Actions § 8.21 (4th Ed.)	16
Conte & Newberg, Newberg on Class Actions § 8.29 (4th Ed.)	16
<i>Manual for Complex Litigation</i> § 21.311 (4th ed. 2007).....	16
<i>Manual for Complex Litigation</i> § 21.312 (4th ed. 2007).....	16

Rules

Fed. R. Civ. P. 23(c)(2).....	16
Fed. R. Civ. P. 23(e)	16

MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Joshua Cahill (“Plaintiff” or “Class Representative”) seeks preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants Marriott International, Inc. (“Marriott”), Residence Inn by Marriott, LLC (“RIBM”) (together, “Defendants”), and Courtyard Management LLC (“Courtyard”) (together, with Defendants, the “Companies”) (together, with Plaintiff the “Parties”), on the other hand. Subject to approval by the Court, Plaintiff and Defendants have agreed to settle the lawsuits for a Total Settlement Amount of \$325,000.00.¹

Plaintiff also seeks to provisionally certify the following Class for settlement purposes, which Defendants do not oppose:

All current and former non-exempt employees of the Companies in California employed at the Residence Inn Santa Barbara Goleta and/or the Courtyard Santa Barbara Goleta at any time during the Class Period (“Class” or “Class Member(s)”)².

Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Member”) will receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”). The net payment of each Settlement Class Member’s Individual Settlement Payment will be distributed to Settlement Class Members on a *pro rata* basis based upon the number of weeks during the Class Period that each Class Member worked as a non-exempt

¹ Settlement Agreement, attached as “**EXHIBIT 2**” to Declaration of Daniel Bass (“Bass Decl.”), ¶ 10(kk). “Based on its records, the Companies estimated that there were approximately 12,980 workweeks during the period from April 29, 2020, through February 25, 2025. This number would be expected to increase proportionally for the passage of time since that date. Should the number of workweeks worked by Class Members between April 29, 2020 and the date of the Preliminary Approval Order increase beyond 10% of the estimated workweeks (i.e., exceed 14,278 workweeks), the Companies, at their sole discretion, have the option of either: (a) increasing the Total Settlement Amount on a *pro rata* basis according to the number of additional workweeks over the 10% cap, or (b) closing the Class Period on the date immediately preceding the date when the number of workweeks exceeds this 10% cap.” See *id.*, ¶ 43.

² *Id.*, ¶ 10(d). “Class Period” is defined in the Agreement as the period from April 29, 2020, through the date of Preliminary Approval or an earlier date as the Companies’ may elect in accordance with Paragraph 43. See *id.*, ¶ 10(f).

employee at the Residence Inn Santa Barbara Goleta and/or the Courtyard Santa Barbara Goleta (“Workweeks”).³

The Settlement, upon final approval by the Court and funding of the Total Settlement Amount, will operate to resolve the Class Settlement Release of Plaintiff and Settlement Class Members and the PAGA Settlement Release of the Plaintiff, PAGA Members, and the State of California.⁴

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendants are the employer (or in the case of Marriott, an alleged joint employer) of employees who work or worked during the Class Period at the Residence Inn Santa Barbara Goleta and/or the Courtyard Santa Barbara Goleta hotels in California. Plaintiff is (or alleged to be) a former employee of Defendants.

On February 22, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants Marriott and RIBM by Certified Mail, of his intent to seek civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) for Marriott and RIBM’s alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, LWDA Case No. LWDA-CM-896149-22 (“LWDA Notice”).⁵

On April 29, 2024, Plaintiff filed his Class Action Complaint for Damages in the Superior Court for the County of Santa Barbara (“Class Action Complaint”), thereby commencing the above-captioned lawsuit (the “Class Action”).⁶ Also on April 29, 2024, Plaintiff filed a Complaint for Enforcement under the Private Attorneys General Act against Defendants Marriott and RIBM, entitled *Joshua Cahill v. Marriott International, et al.*, Case No. 24CV02394 (the “PAGA Action”) (together with the Class Action, the “Actions”).

On June 13, 2024, Defendants filed their Answer to Plaintiff Joshua Cahill’s Class Action

³ Settlement Agreement, ¶¶ 10(r), 10(t), and 10(l).

⁴ *Id.*, at ¶¶ 35 and 36. See *id.* at ¶ 10(bb) for the full scope of the “Released Class Claims” *id.* at ¶ 10(cc) for the full scope of the “Released PAGA Claims,” and *id.* at ¶ 10(dd) for the definition of the “Released Parties.”

⁵ Bass Decl. ¶ 2.

⁶ *Id.*, ¶ 3.

Complaint.⁷ On June 14, 2024, Defendants Marriott and RIBM subsequently filed a Notice of Removal of Action of the Class Action in the United States District Court, Central District of California (D.C. No. 2:24-cv-05065-FLA-JC)⁸

Plaintiff's core allegations are that Defendants have violated California wage and hour law, including but not limited to laws set forth in the California Labor Code, by engaging in a uniform practice and procedure, with respect to Plaintiff, Class Members, and PAGA Members of, *inter alia*, failing to pay all overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaging in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff contends that he, as well as the Class Members and PAGA Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.⁹

The Parties have actively litigated the Actions since they were each commenced on April 29, 2024. On February 25, 2025, the Parties participated in arm's-length and informed negotiations with Mediator Eve Wagner, Esq. ("Mediator"), a respected mediator of complex wage and hour actions.¹⁰ With the aid of the mediator, the Parties reached the Settlement described herein to resolve the Action in its entirety.¹¹

On July 11, 2025, as a condition of the Settlement, and to conserve judicial resources and facilitate efficient resolution of the Actions, the Parties submitted their Stipulation to Remand Action to State Court, for settlement purposes only..¹² On July 15, 2025, the District Court granted

⁷ *Id.*, ¶ 4.

⁸ *Id.*, ¶ 5.

⁹ *Id.*, ¶ 19.

¹⁰ Settlement Agreement, ¶ 7.

¹¹ *See id.*, ¶¶ 7-9.

¹² *Id.*, ¶ 6.

the Parties' Stipulation to Remand Action to State Court and ordered the Class Action to be remanded to the Superior Court of the State of California for the County of Santa Barbara, Case No. 24CV02395.¹³

On August 5, 2025, Plaintiff provided an amended notice to the Labor and Workforce Development Agency and to Defendants of his intent to pursue civil penalties under the PAGA for alleged violations of the California Labor Code (the "Amended PAGA Notice").¹⁴

On October 20, 2025, Parties stipulated to Plaintiff seeking leave to file a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint") which: (1) adds Courtyard Management LLC as a Defendant, (2) adds a cause of action under PAGA which allege the claims set forth in the Amended PAGA Notice with an "aggrieved employee" definition limited to non-exempt employees of the Companies who are or were employed at the Residence Inn Santa Barbara Goleta and/or the Courtyard Santa Barbara Goleta during the period from February 22, 2023 to final judgment; and (3) revises the class definition to limit the class to non-exempt employees of the Companies who are or were employed at the Residence Inn Santa Barbara Goleta and/or the Courtyard Santa Barbara Goleta during the period from April 29, 2020 to final judgment. The Court granted Plaintiff leave to file the proposed First Amended Complaint on October 23, 2025, and Plaintiff filed the First Amended Complaint on October 27, 2025.¹⁵

On October 30, 2025, the Plaintiff filed his Notice of Entry of Dismissal and Proof of Service in the PAGA Action, dismissing all claims therein without prejudice.¹⁶

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendants will pay a Total Settlement Amount of \$325,000.00 to resolve the Actions.¹⁷ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Total Settlement Amount: (1) attorneys' fees in an amount of up to forty percent (40%) of the Total Settlement Amount (i.e., up

¹³ *Id.*, ¶ 7.

¹⁴ *Id.*, ¶ 8.

¹⁵ *Id.*, ¶ 9.

¹⁶ *Id.*, ¶ 10.

¹⁷ Settlement Agreement, ¶ 10(kk).

1 to One Hundred Thirty Thousand Dollars (\$130,000.00) if the Total Settlement Amount remains
2 \$325,000.00) and litigation costs and expenses in an amount not to exceed \$25,000.00 (“Attorneys’
3 Fees and Costs”) to Class Counsel; (2) Settlement Administration Costs, which are currently
4 estimated not to exceed \$10,000.00 to the Settlement Administrator (“Settlement Administration
5 Costs”); (3) PAGA Amount of \$30,000.00 (“PAGA Amount”); and (4) payment in the amount of
6 up to \$10,000.00 to Plaintiff (“Enhancement Payment”).¹⁸ The Parties have agreed to retain ILYM
7 Group, Inc. (“ILYM” or “Settlement Administrator”) to handle the notice and settlement
8 administration process.¹⁹

9 The Parties have agreed that the Settlement Administrator will determine each Settlement
10 Class Member’s share of the available Net Settlement Amount (“Individual Settlement Payment”),
11 in accordance with the Settlement Agreement on a *pro rata* per Workweeks basis, which will be
12 adjusted after Final Approval to reflect the total Workweeks worked by Settlement Class
13 Member.²⁰ The Parties have agreed that the Settlement Administrator will determine each PAGA
14 Member’s *pro rata* share of the 25% share of the PAGA Amount, in accordance with the
15 Settlement Agreement on a *pro rata* per PAGA Workweek basis.²¹

16 The Parties agree, for purposes of this Settlement, that Individual Settlement Payments will
17 be allocated 50% to wages subject to withholdings and 50% to penalties and interest.²² The
18 Settlement Administrator will withhold the employee’s share of taxes and withholdings with
19 respect to the wages portion of the Individual Settlement Share, and issue checks to Settlement
20 Class Members for their Individual Settlement Payments. Each Individual PAGA Payment will
21 be allocated as 100% penalties and will not be subjected to withholdings.²³ Defendants will provide
22 the funds for any employer-side taxes related to the Individual Settlement Payments in addition to
23 the Total Settlement Amount.²⁴

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26 ¹⁸ Settlement Agreement, ¶¶ 10(t), 16, 17, 18 and 19.

27 ¹⁹ *Id.*, ¶ 10(hh)

28 ²⁰ *Id.*, ¶ 20

²¹ *Id.*, ¶ 21

²² *Id.*, ¶ 31

²³ *Id.*, ¶ 31

²⁴ *Id.*, ¶ 10(m)

Individual Settlement Payment and Individual PAGA Payment checks will be negotiable for 180 calendar days from the date of their issuance, and thereafter, shall be canceled.²⁵ Thereafter, funds from uncashed Individual Settlement Payment and/or Individual PAGA Payment checks shall be transmitted to the State Controller's Office, Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Member.²⁶

Any Class Member may request to be excluded from the Settlement by mailing a Request for Exclusion postmarked on or before the date that is forty-five (45) calendar days from the date of the initial mailing of the Class Notice by the Settlement Administrator ("Response Deadline").²⁷ If a Notice is re-mailed to a Class Member that Class Member shall have an additional fifteen (15) calendar days from the later of (a) the Response Deadline, or (b) the date of re-mailing of a Class Notice ("Extended Response Deadline").²⁸ All PAGA Members will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion, and will be bound to the Settlement with respect to Released PAGA Claims, irrespective of whether they cash their Individual PAGA Payment check.²⁹

Only Class Members who have not submitted a timely Request for Exclusion (i.e., Settlement Class Members) may object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator prior to the Response Deadline or by presenting their objection orally at the Final Approval hearing, regardless of whether they submitted a written Notice of Objection.³⁰

In order to dispute the number of Workweeks and/or PAGA Workweeks attributable to an individual Class Member and/or PAGA Employee, that Class Member and/or PAGA Member must submit a written letter to the Settlement Administrator, and include information and/or attach

²⁵ *Id.*, ¶ 26

²⁶ *Id.*, ¶ 26.

²⁷ *Id.*, ¶¶ 10(ee) and 10(gg).

²⁸ *Id.*, ¶ 10(n)

²⁹ *Id.*, ¶ 27.

³⁰ *Id.*, ¶ 28.

documentation demonstrating that the number of Workweeks or PAGA Workweeks that he or she contends should be credited to him or her are correct.³¹

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS

The settlement of a class action requires approval by the court. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800; Cal. Code Civ. Proc. § 1781(f). Courts review class action settlements in a two-step process: (1) an earlier conditional review by the court; and (2) a later detailed review after the period during which notice is distributed to class members for their comments or objections. Conte & Newberg, *Newberg on Class Actions* § 11.24 (4th Ed. 2002). Preliminary approval of a settlement does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage. Cal. R. Ct. 3.769(g).

In considering a potential class settlement, a court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. See *City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 456; *Officers for Justice v. Civil Service Commission of City and County of San Francisco* (9th Cir. 1982) 688 F.2d 615, 625. Neither formal notice nor a hearing is required for the trial court to grant provisional class certification and preliminary approval; the court may grant such relief upon an informal application by the settling parties and may conduct any necessary hearing in court or in chambers, at the court's discretion. *Newberg*, § 11.25.

V. THE COURT SHOULD PRELIMINARY APPROVE THE SETTLEMENT

The trial court has broad discretion to determine whether a proposed settlement is fair under the circumstances of the case. *Dunk*, 48 Cal.App.4th at 1800. To make this fairness determination,

³¹ *Id.*, ¶ 25 (“In order to dispute Workweeks or PAGA Workweeks, Class Members must submit a written letter to the Settlement Administrator that must: (a) contain the case name and number of the Actions, (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the disputing Class Member, (c) clearly state that the Class Member disputes the number of Workweeks or PAGA Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her, (d) include information and/or attach documentation demonstrating that the number of Workweeks or PAGA Workweeks that he or she contends should be credited to him or her are correct, and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline, or in the case of a re-mailed notice, the Extended Response Deadline.”)

courts must consider several relevant factors, including “the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and view of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Dunk*, 48 Cal.App.4th at 1801. “The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. Furthermore, courts give “proper deference to the private consensual decision of the parties.” *Hanlon*, 150 F.3d at 1027 (citation omitted).

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba*, 91 Cal.App.4th at 245. “A presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.*; *Dunk*, 48 Cal.App.4th at 1802; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1151.

A. The Settlement Resulted from Arm’s-Length Negotiations Based Upon Extensive Investigation and Discovery.

The Parties have actively litigated the Actions since they each commenced on April 29, 2024. Both sides investigated the veracity, strength, and scope of the claims throughout the cases, and Class Counsel was actively preparing the matter for class certification and trial.³²

Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of thousands of pages of documents and data from Plaintiff, Defendants, and other sources.³³ Class Counsel served multiple sets of formal written discovery requests onto Defendants Marriott International, Inc. and Resident Inn by Marriot, LLC (specifically, Form Interrogatories (Sets One and Two), Requests for Production (Set One) and noticed the depositions of Defendant’s Person

³² Bass Decl., ¶¶ 27-29.

³³ *Id.*, ¶ 28.

1 Most Knowledgeable designees regarding job descriptions and organizational structure.³⁴ Class
2 Counsel defended the Deposition of Plaintiff Joshua Cahill. The volume of data and documents
3 that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's employment
4 records, a detailed sampling of Plaintiff's and other Class Members' time data and pay records,
5 Defendants' Employee Handbook, internal memoranda, new hire orientation checklists, job
6 descriptions, company policies and policy acknowledgements (including but not limited to
7 acknowledgments of: Attendance Policy, California Lodging Attendance and Kin Care Policy,
8 California Meal & Rest Break Compliance Policy, progressive discipline policies, Policy on
9 Improper Payroll Deductions, Recording Work Time Policy, Time and Attendance Policy,
10 Hourly/Non-Management Pay Information, Tip Reporting)), and procedures (including but not
11 limited to Business Conduct Guides, General Appearance & Grooming Standards Guide, and Cash
12 Over/Shortage Agreements), among other information and documents.³⁵ Class Counsel had the
13 opportunity to interview Plaintiff and other Class Member to gather facts and to identify potential
14 witnesses.³⁶ In addition, Class Counsel has extensive experience in California wage-and-hour
15 class actions.³⁷

16 The Parties engaged in extensive settlement negotiations and participated in a full-day
17 mediation conducted by Eve Wagner, Esq., a well-respected mediator experienced in mediating
18 complex labor and employment matters.³⁸ While the matter did not resolve on the day of
19 mediation, the Parties, through the mediator, continued to conduct settlement negotiations and
20 ultimately reached a settlement agreement weeks after the date of mediation. Prior to and during
21 the mediation and settlement negotiations, the Parties exchanged extensive information and
22 engaged in discussions regarding their evaluations of the cases and various aspects of the cases,
23 including but not limited to, the risks and delays of further litigation, including the risks of
24 proceeding with class certification and/or representative adjudication, the law relating to off-the-
25 clock theory, regular rate, business expense reimbursement, meal and rest periods, PAGA

26 ³⁴ *Id.*

27 ³⁵ *Ibid.*

28 ³⁶ Bass Decl., ¶ 28.

³⁷ Bass Decl., ¶¶ 21-25

³⁸ *Id.*, ¶ 27.

representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals.³⁹ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.⁴⁰ Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.⁴¹ After conducting investigations, formal and informal discovery, extensive settlement negotiations, further post-mediation discussions, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further litigation.⁴²

B. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement represents a fair, adequate, and reasonable resolution of the matter.⁴³ The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the formal and informal exchange of information.⁴⁴ The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue.⁴⁵ Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.⁴⁶

Assuming that the Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be \$120,000.00.⁴⁷ Additionally, 25% of the PAGA Amount (i.e., PAGA Member Amounts), which is \$7,500.00 out of \$30,000.00, will be distributed to the PAGA Members. The entire Net Settlement Amount will be fully paid out to the Settlement Class Members, in accordance with the Settlement Agreement.

³⁹ Ibid.

⁴⁰ Ibid.

⁴¹ *Id.*, ¶¶ 27-31.

⁴² *Id.*, ¶ 27.

⁴³ *Id.*, ¶¶ 27-31.

⁴⁴ *Id.*, ¶¶ 27-28.

⁴⁵ *Id.*, ¶¶ 27, 30-33.

⁴⁶ *Id.*, ¶¶ 27-29.

⁴⁷ *Id.*, ¶ 12.

The amount of each Settlement Class Member's Individual Settlement Payment and each PAGA Member's Individual PAGA Payment will be calculated based on their Workweeks and/or PAGA Workweeks during the Class Period and PAGA Period, respectively.⁴⁸ "An allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. Here, the allocation is reasonably related to the number of Workweeks and/or PAGA Workweeks actually worked for Companies during the relevant period and should be approved.

In light of the foregoing considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of the Class Members, PAGA Members, and the State of California.⁴⁹ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, and have experience with this type of litigation, and investigation have been completed, as is the case here. *Newberg*, §11.47. Accordingly, the Court should grant preliminary approval of the Settlement.

VI. CERTIFICATION OF THE CLASS IS APPROPRIATE

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.⁵⁰ California Code of Civil Procedure Section 382 "authorizes class actions when the question is one of a common or general interest, of many persons, or when the Parties are numerous, and it is impracticable to bring them all before the court." *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326. California courts certify class actions where the Plaintiff identifies "both [1] an ascertainable class and [2] a well-defined community of interest among class members." *Id.*

A. The Class Is Ascertainable and Sufficiently Numerous.

"Ascertainability is required in order to give notice to putative class members as to whom the judgment in the action will be *res judicata*." *Hicks v. Kaufman & Broad Home Corp.* (2001)

⁴⁸ Settlement Agreement, ¶¶ 20 and 21.

⁴⁹ Bass Decl., ¶¶ 28-33.

⁵⁰ Settlement Agreement, ¶¶ 11-12.

89 Cal.App.4th 908, 914. “A class is ascertainable if it identifies a group of unnamed Plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to identify himself or herself as having a right to recover based on the description.” *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828. The proposed Class must also be sufficiently numerous. *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435; *see also Rose v. City of Hayward* (1981) 126 Cal.App.3d 926, 934-35 (indicating that a class of 30 to 40 individuals satisfies the numerosity requirement as joinder is not practical at that point). The Class here is estimated to be approximately 329 individuals, which is sufficiently numerous.⁵¹ Further, all Class Members can and will be identified by Defendants to the Settlement Administrator through a review of Defendants’ employment records regarding current and former non-exempt employees of the Companies in California employed at the Residence Inn Santa Barbara Goleta and/or the Courtyard Santa Barbara Goleta at any time during the Class Period. As such, the Class is ascertainable and sufficiently numerous.

B. The Class Members Share a Well-Defined Community of Interest.

The community of interest requirement “embodies three factors: (1) predominant common questions of law or fact; (2) Class Representative with claims or defenses typical of the class; and (3) Class Representative who can adequately represent the class.” *Sav-On, supra*, 34 Cal.4th at 326. “[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims.*” *Capitol People First v. Dep’t of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original). Rather, courts focus on the Defendant’s internal policies and “pattern and practice . . . in order to assess whether that common behavior toward similarly situated Plaintiff renders class certification appropriate.” *Id.* (citing *Sav-On*, 34 Cal.4th at 333).

Here, common issues of law and fact predominate as to each of the claims alleged and asserted in the Operative Complaint. Based on the documents and information obtained through formal and informal discovery and exchange of information in the cases, Plaintiff contends that Class Members performed similar job duties and were subject to uniform operations and

⁵¹ Bass Decl., ¶ 18.

employment policies, practices, and procedures during the Class Period, including payroll and recordkeeping practices.⁵² As a result, Plaintiff's claim that all of the Class Members were uniformly not paid all compensation due to them from Defendants during the time period at issue. Plaintiff maintains that the outcome of this litigation would be determined by Defendants' alleged uniform operations and employment policies and procedures that applied across its non-exempt employees in California employed at the Residence Inn Santa Barbara Goleta and/or the Courtyard Santa Barbara Goleta at any time during the Class Period.

As a member of the Class who was subject to these same policies, practices, and procedures, Plaintiff's claims are typical of the Class. Moreover, Plaintiff has no interests adverse to the Class. Plaintiff has taken steps to initiate and maintain this action and to ensure that it comes to a fair and reasonable resolution.⁵³ Importantly, Plaintiff has retained a law firm well-versed in wage and hour class actions, which has at all times represented the best interests of Plaintiff and the Class.⁵⁴

Accordingly, the proposed Class shares a community of interest, and the Court should certify the Class for settlement purposes only.

VII. APPOINTMENT OF CLASS COUNSEL AND ALLOCATION FOR ATTORNEYS' FEES AND COSTS

Class Counsel has litigated the matter for over one (1) year and was actively preparing the matter for class certification and trial.⁵⁵ The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a volume of documents and data⁵⁶ and also interviewed and obtained information from Plaintiff and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendants' counsel regarding the pleadings and the production of documents and data prior to mediation.⁵⁷ Counsel for the Parties also undertook extensive

⁵² Bass Decl., ¶ 19.

⁵³ Declaration of Joshua Cahill in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Cahill Decl."), ¶ 4.

⁵⁴ Bass Decl., ¶¶ 20-21.

⁵⁵ *Id.*, ¶ 27.

⁵⁶ *Id.*, ¶ 28.

⁵⁷ *Ibid.*

1 settlement discussions, which included participating in mediation.⁵⁸ Class Counsel is well-
2 experienced in wage-and-hour class action litigation and used that experience to obtain a great
3 result for the Class.⁵⁹

4 The Settlement establishes a Total Settlement Amount of \$325,000.00, and provides for
5 Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed 40%
6 of the Total Settlement Amount (i.e., \$130,000.00 if the Total Settlement Amount remains
7 \$325,000.00) and reimbursement of actual costs and expenses in an amount up to \$25,000.00.⁶⁰
8 The attorneys' fees provided for by the Settlement are commensurate with: (1) the risk that Class
9 Counsel took in bringing and litigating the cases, (2) the extensive time, effort and expense that
10 Class Counsel dedicated to the cases, (3) the skill and determination that Class Counsel has shown,
11 (4) the results that Class Counsel has achieved throughout the litigation, (5) the value of the
12 Settlement that Class Counsel has achieved for the Class Members, PAGA Members, and the State
13 of California, and (6) the other cases that Class Counsel had to turn down in order to devote its
14 time and efforts to this matter. The proposed Class Notice provides Class Members that an award
15 of the Attorneys' Fees and Costs will be sought, and the amount allocated toward the Attorneys'
16 Fees and Costs by the Settlement.⁶¹

17 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
18 decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v.*
19 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41. Indeed, it is long settled that the "experienced
20 trial judge is the best judge of the value of professional services rendered in his court." *Ketchum*
21 *v. Moses* (2001) 24 Cal.4th 1122, 1132. California law provides that attorney fee awards should
22 be equivalent to fees paid in the legal marketplace to compensate for the result achieved and risk
23 incurred. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503 (citing *Lealao*, 82
24 Cal.App.4th at 48-49). In *Lealao*, the court held that when an action leads to a recovery that can
25 be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee
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27 ⁵⁸ *Id.*, ¶ 27.

28 ⁵⁹ Bass Decl., ¶¶ 21-25

⁶⁰ Settlement Agreement, ¶ 16.

⁶¹ *Id.*, Exh. A.

1 awarded is within the range of fees freely negotiated in the legal marketplace in comparable
2 litigation.” *Id.* at 50.

3 The California Supreme Court has confirmed the propriety of calculating and awarding
4 attorneys’ fees as a percentage of a settlement that has, by litigation, been preserved or recovered
5 for the benefit of others. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The Court has taken the
6 position that while “[t]rial courts have discretion to conduct a lodestar cross-check on a percentage
7 fee,” “they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate
8 the reasonableness of a requested percentage fee[.]” and “[t]he percentage of fund method survives
9 in California.” *Id.* (internal quotation marks omitted).

10 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
11 depending on the circumstances of the case. *Newberg*, § 14.03; *see also In re Ampicillin Antitrust*
12 *Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys’ fees in the amount of 45% of the \$7.3
13 million settlement); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979)
14 480 F.Supp. 1195 (awarding approximately 53% of the settlement as attorneys’ fees). California
15 courts routinely approve class action attorneys’ fee awards “averag[ing] around one-third of the
16 recovery.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40
17 percent range of contingency fee in marketplace was appropriate in class actions); *see also Estrada*
18 *v. Dr. Pepper/Seven-Up*, Los Angeles County Superior Court Case No. BC262247 (May 2005)
19 (wage and hour); *Moore v. IKEA*, Los Angeles County Superior Court Case No. BC263646 (Sept.
20 2006) (wage and hour).

21 Class Counsel has borne all of the risks and costs of litigation and will not receive any
22 compensation until recovery is obtained.⁶²

23 Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and
24 further argument at the time of filing Plaintiff’s Motion for Final Approval of the Settlement and
25 application for the Attorneys’ Fees and Costs at the Final Approval Hearing. Considering the work
26 performed and the risks incurred, the attorneys’ fees provided for by the Settlement are well within
27 the range of reasonableness for preliminary approval.

28 ⁶² Bass Decl., ¶ 13.

VIII. THE PROPOSED CLASS NOTICE IS ADEQUATE

California statutory authority and case law vests the Court with broad discretion in fashioning appropriate class notice. See Cal. Code Civ. Proc. § 1781; *Cartt v. Superior Court* (1975) 50 Cal.App.3d 960, 973-74. A class notice is adequate if it “present[s] a fair recital of the subject matter and proposed terms” of the Settlement. *Mendoza v. United States* (9th Cir. 1980) 623 F.2d 1338, 1351 (quoting *Marshall v. Holiday Magic* (9th Cir. 1977) 550 F.2d 1173, 1177).

“Sufficient information about the case should be provided to enable class members to make an informed decision about their participation.” *Manual for Complex Litigation* § 21.311 at 413 (4th ed. 2004). The proposed Class Notice describes the Settlement, the deadlines and procedures to submit an objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks and/or PAGA Workweeks, and the date and time set for the Final Approval Hearing.⁶³ The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement in an informative and coherent manner.⁶⁴ The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.⁶⁵ The proposed Class Notice also apprises the Class Members and PAGA Members of, *inter alia*, how their Individual Settlement Payment and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and/or PAGA Workweeks credited to them.⁶⁶ The proposed Class Notice fulfills the requirement of neutrality in notice procedure. *Newberg*, at § 8.39.

Thus, the proposed Class Notice satisfies all due process requirements and complies with the standards of fairness, completeness, and neutrality. Fed. R. Civ. P. 23(c)(2) and 23(e); *Newberg*, §§ 8.21, 8.39; *Manual*, §§ 21.311, 21.312; see also *Cartt*, *supra*, 50 Cal.App.3d at 960. Accordingly, the Court should approve the proposed Class Notice.

⁶³ Settlement Agreement, Exh. A.

⁶⁴ *Ibid.*

⁶⁵ *Ibid.*

⁶⁶ *Ibid.*

IX. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR

The Parties have selected ILYM Group, Inc. as the Settlement Administrator. Within fourteen (14) calendar days of receipt of the Class List, the Settlement Administrator will perform an National Change of Address (“NCOA”) check and will mail the Class Notice to each Class Member and PAGA Member.⁶⁷ The Settlement Administrator will skip-trace returned Class Notice and re-mail the Class Notice to the new addresses within five calendar days.⁶⁸ In the case of a re-mailed Class Notice, the Extended Response Deadline will be fifteen (15) calendar days from the later of (a) the Response Deadline, or (b) the date of re-mailing of a Class Notice, in the event that a Class Notice is re-mailed to a Class Member.⁶⁹ The Settlement Administrator will receive and process Request for Exclusion, Notice of Objection, and any dispute to Workweeks and/or PAGA Workweeks.⁷⁰ In addition, the Settlement Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.⁷¹ The Settlement Administration Costs is currently estimated to be \$10,000.00 or less and will be paid out of the Total Settlement Amount, subject to approval by the Court.⁷² Accordingly, Plaintiff respectfully requests that the Court appoint ILYM Group, Inc. as the Settlement Administrator and direct the mailing of the Class Notice to the Class Members and PAGA Members in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. CLASS REPRESENTATIVE ENHANCEMENT PAYMENT

Plaintiff respectfully requests that the Court appoint him as the Class Representative and preliminarily approve the Enhancement Payment in an amount up to \$10,000.00.⁷³ It is within the

⁶⁷ Settlement Agreement, ¶ 24(a).

⁶⁸ *Id.*, ¶ 24(b).

⁶⁹ *Id.*, ¶ 10(n).

⁷⁰ *Id.*, ¶¶ 25, 27, and 28

⁷¹ *Id.*, ¶¶ 18 and 26

⁷² Settlement Agreement, ¶ 18

⁷³ *Id.*, ¶ 10(l)

Court's discretion to award payment to a Class Representative for his efforts and work. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299. The factors that courts may consider in determining whether to make an Enhancement Payment include: (1) the risk to the Class Representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the Class Representative; (3) the amount of time and effort spent by the Class Representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the Class Representative as a result of the litigation. *Id.*

The Enhancement Payment is fair and appropriate. Plaintiff spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁷⁴ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.⁷⁵ Accordingly, it is appropriate and just for Plaintiff to receive \$10,000.00 for his services on behalf of the Class, PAGA Members, and the State of California, in addition to his individual settlement payments.

XI. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers for Justice, PC as Class Counsel; appoint Plaintiff Joshua Cahill as Class Representative; appoint ILYM Group, Inc. as Settlement Administrator; preliminarily approve the allocations for Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs; approve the proposed Class Notice; direct the Settlement Administrator to undertake the notice and settlement administration process in conformity with the deadlines and procedures provided by the Settlement Agreement; and to schedule a Final Approval Hearing to take place in approximately six (6) months.

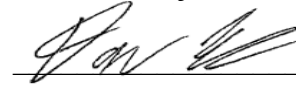
⁷⁴ Bass Decl., ¶ 14; Declaration of Joshua Cahill in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Cahill Decl."), ¶ 4

⁷⁵ Bass Decl., ¶ 14; Cahill Decl., ¶¶ 3-6.

1 Dated: December 18, 2025

LAWYERS for JUSTICE, PC

2 By:



3 Daniel Bass

4 *Attorneys for Plaintiff Joshua Cahill*

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