

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
Anthony S. Filer, Jr., SBN 337704
afiler@jacksonapc.com
JACKSON LAW, APC
2 Venture Parkway, Suite 240
Irvine, California 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiff Karla Godinez,
individually, and on behalf of all other
similarly situated employees

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

KARLA GODINEZ, as an individual
and on behalf of other similarly
situated employees,

Plaintiff,

v.

MERRITT HOSPITALITY, LLC, a
Delaware limited liability company,
and DOES 1-50, inclusive,

Defendant.

Case No.: 8:20-cv-00941-JWH-KES

*Assigned for all purposes to the
Honorable John W. Holcomb &
Magistrate Judge Karen E. Scott*

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: January 19, 2024

Time: 9:00 a.m.

Place: Courtroom 9D

Action Filed: January 29, 2020
(Orange County Superior Court, Case
No. 30-2020-01127848-CU-OE-CXC)

Trial Date: None

ORDER

THIS MATTER This matter came before the Court for a hearing on the Motion for Final Approval of Class Action Settlement. Due and adequate notice having been given to Class Members as required by the Court's September 27, 2023 Preliminary Approval Order, and the Court having considered all papers filed and proceedings herein, and determining that the settlement is fair, adequate, and reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

1. For the reasons set forth in the Preliminary Approval Order and in the transcript of the proceedings of the Preliminary Approval hearing, which are adopted and incorporated herein by reference, this Court finds that the requirements of Rule 23 have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Class Action Settlement, together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The class notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the United States of America and due process. The class notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be

1 heard have been heard. Accordingly, the Court determines that all Class Members
2 who did not timely and properly opt out of the settlement are bound by this Order.

3 6. The Court has considered all relevant factors for determining the
4 fairness of the settlement and has concluded that all such factors weigh in favor of
5 granting final approval. In particular, the Court finds that the settlement was
6 reached following meaningful discovery and investigation conducted by Plaintiff;
7 that the settlement is the result of serious, informed, adversarial, and arm's-length
8 negotiations between the Parties; and that the terms of the settlement are in all
9 respects fair, adequate, and reasonable.

10 7. In so finding, the Court has considered all evidence presented,
11 including evidence regarding the strength of Plaintiff's case; the risk, expense, and
12 complexity of the claims presented; the likely duration of further litigation; the
13 amount offered in settlement; the extent of investigation and discovery completed;
14 and the experience and views of counsel. The Parties have provided the Court with
15 sufficient information about the nature and magnitude of the claims being settled,
16 as well as the impediments to recovery, to make an independent assessment of the
17 reasonableness of the terms to which the Parties have agreed.

18 8. Accordingly, the Court hereby approves the settlement as set forth in
19 the Class Action Settlement and expressly finds that the settlement is, in all
20 respects, fair, reasonable, adequate, and in the best interests of the entire
21 Settlement Class and hereby directs implementation of all remaining terms,
22 conditions, and provisions of the Class Action Settlement.

23 9. The Court also finds that settlement now will avoid additional and
24 potentially substantial litigation costs, as well as delay and risks if the Parties were
25 to continue to litigate the case. Additionally, after considering the monetary
26 recovery provided by the settlement in light of the challenges posed by continued
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1 litigation, the Court concludes that the settlement provides Class Members with
2 fair and adequate relief.

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

10 11. Final approval shall be with respect to: All current and former non-
11 exempt employees of Defendant Merritt Hospitality, LLC in California at any time
12 during the period from January 29, 2016 through November 2, 2021 (the "Class
13 Period"), excluding employees who were employed by Defendant at the Warner
14 Center Marriott and the Hilton Santa Cruz/Scotts Valley.

15 12. Plaintiff Karla Godinez is a suitable representative and is hereby
16 appointed the representative for the Settlement Class. The Court finds that
17 Plaintiff's investment and commitment to the litigation and its outcome ensured
18 adequate and zealous advocacy for the Settlement Class, and that her interests are
19 aligned with those of the Settlement Class.

20 13. The Court appoints Jackson Law, APC as Class Counsel. The Court
21 finds that counsel have demonstrable experience litigating, certifying, and settling
22 class actions, and will serve as adequate counsel for the Class conditionally
23 certified by this Order.

24 14. The Court approves settlement administration costs and expenses in
25 the amount of \$25,000 to Phoenix Class Action Administration Solutions.

26 15. All Class Members were given a full and fair opportunity to
27 participate in the Approval Hearing, and all members of the Settlement Class
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1 wishing to be heard have been heard. Members of the Settlement Class also have
2 had a full and fair opportunity to exclude themselves from the proposed settlement
3 and the class. Accordingly, with the exception of the single Class Member who
4 opted out of the Settlement Class, the terms of the Settlement Agreement and
5 Release and of the Court's Order shall be forever binding on all Class Members.
6 These Class Members have released and forever discharged the Defendant for any
7 and all Released Claims.

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9 **IT IS SO ORDERED.**

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11 Dated: _____

12 Hon. John W. Holcomb
13 United States District Judge
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