

JEFFREY P. FUCHSMAN, SBN 105651
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Attorneys for Defendant MERRITT
HOSPITALITY, LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

MARIA SANDOVAL NUNEZ, an individual,
on behalf of herself and others similarly
situated,

Plaintiff,

vs.

MERRITT HOSPITALITY, LLC; and DOES
1 thru 50, inclusive,

Defendants.

Case No. 20STCV07198

Assigned to Hon. Maren Nelson, Dept. 17

**DECLARATION OF JEFFREY P.
FUCHSMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 23, 2021

Time: 9:00 a.m.

Dept: SSC-17

Action Filed: February 25, 2020

DECLARATION OF JEFFREY P. FUCHSMAN

I, Jeffrey P. Fuchsman, declare as follows:

1. I am an attorney at law licensed to practice before the Courts of the State of California and before this Court. I am a partner with Ballard Rosenberg Golper & Savitt, LLP, attorneys of record for Defendant MERRITT HOSPITALITY, LLC. This declaration is made in support of Plaintiff's motion for preliminary approval of the class action settlement, currently scheduled for hearing on November 23, 2021. If called as a witness, I would and could competently testify to all facts within my personal knowledge except where stated upon information and belief.

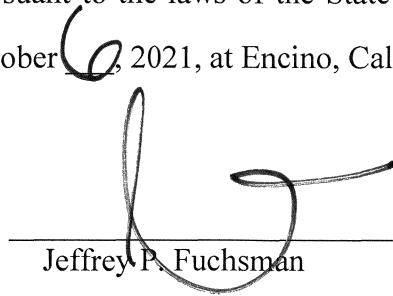
2. The Court's June 29, 2021 Order requested the parties to address several issues regarding the proposed class action settlement and class notice. One issue raised by the Court is the inclusion of SWVP Warner Center Hotel, LLC as one of the Released Parties in ¶ 1.35 of the Settlement Agreement. SWVP Warner Center Hotel, LLC is the owner of the Warner Center Marriott. Defendant MERRITT HOSPITALITY, LLC is the operator of the Warner Center Marriott pursuant to a management contract with the hotel's owner, SWVP Warner Center Hotel, LLC. As such, it is appropriate to include SWVP Warner Center Hotel, LLC as one of the Released Parties in the Settlement Agreement.

3. The Court also raised an issue regarding the reference to Defendant's financial status. At the time of the November 23, 2020 mediation, the long term effect of the COVID-19 pandemic on the hospitality industry generally, and the Warner Center Marriott specifically, was still very much in question. Although Defendant did not disclose specific financial information to Plaintiff, it was appropriate to raise this uncertainty at mediation insofar as it could adversely impact the class if a settlement was not reached. Ultimately, the negotiated settlement was based on the relative strengths and weaknesses of the claims and defenses on the merits and as to class certification, and the potential exposure should Plaintiff prevail. We do not believe Defendant's financial condition resulted in any discount from the settlement value of the case.

4. Because of the uncertainty over cash flow at the time the parties agreed to the proposed settlement, it was important for Defendant that the settlement was paid over time rather than in a lump sum following final approval of the settlement. The parties had agreed that Defendant

1 would pay the settlement over six months, beginning 10 days after the Effective Date of the
2 settlement. (¶ III.15.) Based on the original date of March 18, 2021 that had been reserved for the
3 preliminary approval hearing, Defendant anticipated that the settlement payments would likely
4 commence in or around September 2021, and would be completed by March 2022. However, under
5 the current schedule, if the Court grants preliminary approval at the November 23, 2021 hearing and
6 assuming final approval is granted in due course, the Effective Date of the settlement is estimated
7 to be after March 2022. As such, Defendant no longer needs a payment plan. The parties have agreed
8 to amend the Settlement Agreement to require Defendant to make a lump sum payment of the entire
9 Gross Settlement Fund within 10 days of the Effective Date. The Amendment to the Settlement
10 Agreement reflecting this change will be filed by Plaintiff with her supplemental motion papers.

11
12 I declare under penalty of perjury pursuant to the laws of the State of California that the
13 foregoing is true and correct. Executed on October 6, 2021, at Encino, California.

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Jeffrey P. Fuchsman

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 15760 Ventura Boulevard, Eighteenth Floor, Encino, CA 91436.

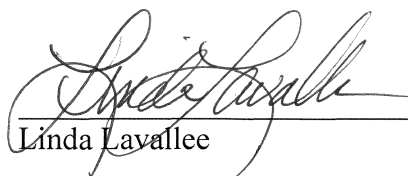
On October 6, 2021, I served true copies of the following document(s) described as **DECLARATION IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

Eric B. Kingsley
Kelsey M. Szamet
David Keledjian
KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
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kelsey@kingsleykingsley.com
davidk@kingsleykingsley.com

BY ELECTRONIC TRANSMISSION: Pursuant to Court Order, I caused the foregoing document to be served on all interested parties in this action through the use of CaseAnywhere. In accordance, I provided the foregoing document to CaseAnywhere as instructed. The document will be deemed served on the date that it was uploaded as indicated by the CaseAnywhere system.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 6, 2021, at Encino, California.


Linda Lavalley

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 27, 2021, I served all interested parties in this action the following documents described as: **DECLARATION OF JEFFREY P. FUCHSMAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Jeffrey P. Fuchsman
jfuchsman@brgslaw.com
Ballard, Rosenberg, Golper & Savitt, LLP
15760 Ventura Blvd., 18th Floor
Encino, CA 91436

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set forth on the attached service list.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

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

Executed on October 27, 2021, at Woodland Hills, California.



Michelle A. Tanzer