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Attorneys for Plaintiff and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARIA SANDOVAL NUNEZ, an
individual, on behalf of the State of
California, as a private attorney general,

PLAINTIFF,

v.

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

DEFENDANTS.

CASE NO. 20STCV07198

[Case Assigned for All Purposes to Hon.
Maren Nelson in Dept. 17]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: May 26, 2022

Time: 9:00 a.m.

Dept.: 17

Complaint Filed: February 25, 2020

FAC Filed: May 4, 2020

SAC Filed: February 11, 2021

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff MARIA
3 SANDOVAL NUNEZ (“Plaintiff”) against Defendant MERRITT HOSPITALITY, LLC
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court
5 on May 26, 2022.

6 **WHEREAS**, Judge Maren Nelson granted preliminary approval of the Amended Joint
7 Stipulation of Class Action Settlement and Release of Claims (“Settlement” or “Settlement
8 Agreement”), attached to the concurrently filed Declaration of Kelsey M. Szamet as Exhibit 1,
9 on December 6, 2021.

10 **WHEREAS**, Plaintiff MARIA SANDOVAL NUNEZ has applied to the Court for an
11 order granting final approval of the Settlement Agreement.

12 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the
13 proposed Settlement and for entry of an order of final approval and entry of final judgment
14 thereon. The Court having read and considered Plaintiff’s Motion for Final Approval of Class
15 Action Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the
16 Declarations of Kelsey M. Szamet, Maria Sandoval Nunez, and Makenna Snow of ILYM Group,
17 Inc.; and the supporting documents annexed thereto, now finds:

18 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

19 1. The Court has personal jurisdiction over all Settlement Class Members and that
20 the Court has subject matter jurisdiction to approve the Settlement;

21 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
22 in compliance with California Code of Civil Procedure, the California and United States
23 Constitutions (including the due process clauses), the California Rules of Court and any other
24 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
25 finally approved in all respects.

26 3. The Parties are hereby directed to perform the terms of the Settlement as described
27 in the Settlement Agreement according to its terms and provisions.

28 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class

Members, except those timely and properly filed Requests for Exclusions, as well as their heirs, executors, and administrators, successors, and assigns.

5. There are zero (0) valid requests for exclusion.

6. It is ordered that the Settlement Class is certified for settlement purposes only. The Court finds that an ascertainable class exists and a well-defined community of interest exists in the questions of law and fact involved because in the context of the Settlement: (i) there are questions of law and fact common to the Class Members which, as to the Settlement and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class members; and (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest of the Class Members.

7. The Court finds that the Notice and notice methodology implemented pursuant to this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement and their right to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of the California Code of Civil Procedure, the California and United States Constitution (including the Due Process Clause), the California Rules of Court and any other applicable law.

8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all persons employed by Defendant as hourly non-exempt employees at the Warner Center Marriott during the Class Period."

9. "PAGA Member" or "Aggrieved Employee" is defined as: "all persons employed by Defendant as hourly non-exempt employees at the Warner Center Marriott during the PAGA Period regardless of whether they opt out of the Class Settlement."

10. The "Class Period" is the period beginning February 25, 2016, up to January 22, 2021.

1 11. The “PAGA Period” is the period beginning February 25, 2019, up to January 22,
2 2021.

3 12. The Settlement Agreement is not an admission by Defendant, nor is this Final
4 Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
5 this Final Order, the Settlement, nor any document referred to herein, nor any action taken to
6 carry out the Settlement, shall be construed or deemed an admission of liability, culpability,
7 negligence, or wrongdoing on the part of Defendant.

8 13. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
9 each Settlement Class Member shall fully release and discharge the Released Parties pursuant to
10 the following release, which provides:

11 any and all claims that are asserted in the operative complaint and
12 which could have been asserted based on the facts alleged in the
13 complaint, which are or could be the basis of claims for failure to
14 provide meal breaks pursuant to Labor Code §§ 226.7 and 512;
15 failure to provide rest breaks pursuant to Labor Code § 226.7; failure
16 to pay wages pursuant to Labor Code §§ 510, 1194, and 1199;
17 penalties pursuant to Labor Code § 203, failure to issue accurate
18 itemized wage statements under Labor Code § 226(a); violation of
19 Business & Professions Code § 17200; and claims for restitution and
20 other equitable relief, liquidated damages, punitive damages, or
21 penalties based upon Labor Code §§203, 226(a), 226.7, 510, 512,
22 1194, and 1199.

23 14. Plaintiff and all Settlement Class Members who have not been timely and properly
24 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred
25 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
26 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
27 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
28 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members
into a separate class for purposes of pursuing as a purported class action (including by seeking to
amend a pending complaint to include class allegations, or by seeking class certification in a
pending action) any lawsuit based on or relating to the Released Claims.

 15. The Settlement Agreement provides that the Gross Settlement Fund is

1 \$190,000.00. The Net Settlement Fund shall be determined according to the terms of the
2 Settlement Agreement.

3 16. The Court orders the calculations and the payments to be made and administered
4 in accordance with the terms of the Settlement Agreement.

5 17. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
6 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
7 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

8 18. The Court hereby finds the unopposed application of Class Counsel for a costs and
9 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in
10 light of all the circumstances and is hereby granted. Of the Gross Settlement Fund, \$63,333.33
11 shall be paid for attorney fees and \$14,455.77 shall be paid for litigation costs.

12 19. The unopposed application of Class Counsel for an Enhancement Award is hereby
13 granted. Of the Gross Settlement Fund, a \$5,000.00 Enhancement Award shall be allocated to
14 Named Plaintiff MARIA SANDOVAL NUNEZ.

15 20. The unopposed application of Class Counsel for claims administration fees to
16 ILYM Group, Inc. is hereby granted. Of the Gross Settlement Fund, \$8,500.00 shall be paid for
17 settlement administration fees.

18 21. The Court approves the PAGA Penalties in the amount of \$10,000.00. The Court
19 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$7,500.00.
20 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of
21 \$2,500.00 shall be allocated to the PAGA Members.

22 22. If a Settlement Class Member does not cash his or her settlement check within 180
23 days, the uncashed funds shall be transmitted to the State of California Office of the Controller
24 Unclaimed Property Fund.

25 23. Defendant shall have no further liability for costs, expenses, interest, attorneys'
26 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
27 Agreement.

28 24. The Parties are authorized, without further approval from the Court, to agree to

1 and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
2 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of
3 Settlement Class Members under the Stipulation.

4 25. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
5 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
6 as the administration and enforcement of the terms of the Settlement of this action to enforce the
7 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
8 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
9 administration and enforcement of the Settlement. Any disputes or controversies arising with
10 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
11 shall be presented by motion to the Court; provided however, that nothing in this part shall restrict
12 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
13 of the Settlement Agreement.

14 26. This Final Order shall constitute a final judgment.

15
16 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(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 May 4, 2022, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** 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

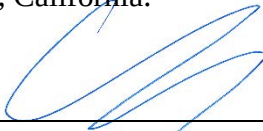
☐ **(BY MAIL)** I am “readily familiar” with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware 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 May 4, 2022, at Encino, California.



Michelle A. Tanzer