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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

PLAINTIFF,

v.

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

DEFENDANTS.

CASE NO. 20STCV07198

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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: March 18, 2021

Time: 9:30 a.m.

Dept.: 17

Complaint Filed: February 25, 2020

FAC Filed: May 4, 2020

SAC Filed: February 11, 2021

Trial Date: None Set

1 The Motion for Preliminary Approval of the Joint Stipulation of Class Action Settlement
2 and Release of Claims (“Settlement Agreement”), a copy of which is attached as to Plaintiff’s
3 Motion for Preliminary Approval of Class Action Settlement as Exhibit “1”, came before this
4 Court on March 18, 2021. The Court, having considered the papers submitted in support of the
5 motion of the parties, **HEREBY ORDERS THE FOLLOWING:**

6 1. The Court grants preliminary approval of the Settlement Agreement and the
7 Settlement Class based upon the terms set forth in the Settlement Agreement filed herewith. The
8 Settlement is fair, adequate, and reasonable to the Class. The Court finds that: (a) the Agreement
9 resulted from extensive arm’s length negotiations; and (b) the Agreement is sufficient to warrant
10 notice of the Settlement to persons in the Settlement Class and a full hearing on the final approval
11 of the Settlement.

12 2. Settlement “Class Member(s)” means all persons employed by Defendant as hourly
13 non-exempt employees at the Warner Center Marriott during the Class Period.

14 3. “PAGA Member” or “Aggrieved Employee” means all persons employed by
15 Defendant as hourly non-exempt employees at the Warner Center Marriott during the PAGA
16 Period regardless of whether they opt out of the Class Settlement.

17 4. The Settlement falls within the range of reasonableness and appears to be
18 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
19 and final approval by this Court.

20 5. The Court makes the following preliminary findings for settlement purposes
21 only:

- 22 A. The Settlement Class, which consists of approximately 261 persons, is so
numerous that joinder of all members is impracticable;
- 23 B. There appear to be questions of law or fact common to the Settlement
24 Class for purposes of determining whether this Settlement should be
approved;
- 25 C. Plaintiff’s claims appear to be typical of the claims being resolved through
26 the proposed settlement;
- 27 D. Plaintiff appears to be capable of fairly and adequately protecting the
28 interests of the Settlement Class Members in connection with the proposed
settlement;

1 E. Common questions of law and fact appear to predominate over questions
2 affecting only individual persons in the Settlement Class. Accordingly,
3 the Settlement Class appears to be sufficiently cohesive to warrant
4 settlement by representation; and

5 F. Certification of the Settlement Class appears to be superior to other
6 available methods for the fair and efficient resolution of the claims of the
7 Settlement Class.

8 6. The Court approves, as to form and content, the Notice to Class Members in
9 substantially the form attached to the Settlement Agreement as Exhibit A (Class Notice).

10 7. The Court approves the procedure for Class Members to object to the Settlement as
11 set forth in the Class Notice to Class Members.

12 8. The Court approves the procedure for Class Members to become Participating Class
13 Members as set forth in the Claims Form to Class Members.

14 9. The Court directs the mailing of the Class Notice to Class Members by first class
15 mail to the Class Members in accordance with the Implementation Schedule set forth below. The
16 Court finds that the dates selected for the mailing and distribution of the Notice, as set forth in the
17 Implementation Schedule, meet the requirements of due process and provide the best notice
18 practicable under the circumstances and shall constitute due and sufficient notice to all persons
19 entitled thereto.

20 10. The Court confirms Eric B. Kingsley and Kelsey M. Szamet of Kingsley &
21 Kingsley, APC as Class Counsel.

22 11. The Court confirms MARIA SANDOVAL NUNEZ as the Class Representative.

23 12. The Court approves ILYM Group, Inc. as the Settlement Administrator.

24 13. The Court orders that pursuant to the California Private Attorneys General Act,
25 Labor Code §§ 2698, et seq. ("PAGA"), statutory notice of this Settlement has been and will
26 continue to be given to the Labor & Workforce Development Agency.

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1 14. The Court orders the following Implementation Schedule for further proceedings:

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a.	Preliminary Approval	
b.	Deadline for Defendant to Provide Class Data to Settlement Administrator	10 business days from Preliminary Approval
c.	Mail Notice to Class Members	15 calendar days from Settlement Administrator's receipt of Class Data
d.	Deadline for Class Members to Postmark a Request for Exclusion	60 calendar days from mailing of Notice Packet (judged by postmark date)
e.	Deadline for Class Members to Postmark Any Objection	60 calendar days from mailing of Notice Packet (judged by postmark date)
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	To be determined by the Court _____
g.	Deadline for Class Counsel to file Motion for Class Counsel Award	To be determined by the Court _____
h.	Final Approval Hearing	To be determined by the Court _____

20 15. IT IS FURTHER ORDERED that if the Court does not execute and file an Order
21 of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement
22 Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement
23 that is the subject of this Order shall become null, void, unenforceable and inadmissible in any
24 judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and
25 proceedings had in connection therewith, shall be without prejudice to the status quo ante rights
26 of the Parties to the litigation, as more specifically set forth in the Settlement Agreement.

27 16. IT IS FURTHER ORDERED that, pending further Order of this Court, all
28 proceedings in this matter except those contemplated herein and in the Settlement Agreement are

1 hereby stayed.

2 17. The Court expressly reserves the right to adjourn or continue the Final Fairness
3 Hearing from time to time without further notice to members of the Settlement Class.
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5 **DATED:** _____

6 **JUDGE OF THE SUPERIOR COURT**
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(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 February 24, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING 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/271>) 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 February 24, 2021, at Woodland Hills, California.



Michelle A. Tanzer