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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

ROSA SOLIS, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

51ST ST. & 8TH AVE. CORP., a New York
corporation; LOWES CORONADO HOTEL
CORPORATION, a Delaware corporation;
LOEW'S HOTELS, INC., a New York
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 37-2023-00031528-CU-OE-CTL

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 4, 2025

Time: 10:30 a.m.

Judge: Hon. Carolyn Caietti

Dept.: C-70

1 This matter having come before the Honorable Judge Carolyn Caietti of the Superior Court of
2 the State of California, in and for the County of San Diego, at 10:30 a.m. on April 4, 2025, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, and Tatiana Hernandez of Law Office of Tatiana Hernandez, P.C. as counsel for Plaintiffs Rosa
5 Solis and Joseph Johnson (“Plaintiffs”), and Ellen M. Bronchetti, Esq., Priya E. Singh, Esq., and
6 Khushpreet K. Choumwer, Esq. of Greenberg Traurig, LLP, appearing for Defendants 51st St. & 8th
7 Ave. Corp., Lowes Coronado Hotel Corporation, and Loew’s Hotels, Inc., (hereinafter “Defendants”).
8 The Court, having carefully considered the briefs, argument of counsel and all the matters presented to
9 the Court, and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of
10 Class Action Settlement.

11 **IT IS HEREBY ORDERED:**

12 1. The Court preliminarily approves the Stipulation of Settlement of Class Action and
13 PAGA Settlement Claims and Release of Claims and Amendment No. 1 to Stipulation for Class and
14 PAGA Action Settlement and Release of Claims (collectively the “Agreement” or “Settlement
15 Agreement”), a true and correct copy of which is attached to the Declaration of Jean-Claude Lapuyade
16 as **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the
17 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
18 Civil Procedure and California Rules of Court, Rule 3.769.

19 2. This Order incorporates by reference the definitions in the Agreement, and all terms
20 defined therein shall have the same meaning in this Order as set forth in the Agreement.

21 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
22 Defendants shall pay is One Million, Seven Hundred Thousand Dollars and Zero Cents
23 (\$1,700,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms
24 are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome
25 of further litigation relating to certification, liability, and damages issues. It further appears that
26 investigation and research have been conducted such that counsel for the Parties are able to reasonably
27 evaluate their respective positions. It further appears to the Court that settlement at this time will avoid
28 substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented

1 by the further prosecution of the litigation. It further appears that the Settlement has been reached as
2 the result of intensive, serious, and non-collusive arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
5 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
6 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
7 reasonable when balanced against the probable outcome of further litigation relating to certification,
8 liability, and damages issues.

9 5. Plaintiffs seek a Class Counsel Award in the amount of up to Six Hundred Thirty-One
10 Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$631,666.66), comprised of up to
11 one-third of the Gross Settlement Amount for attorney's fees, or \$566,666.66, **and** litigation expenses
12 of up to \$65,000.00, to be paid to Class Counsel, as well as a proposed Service Award to the Class
13 Representatives, Rosa Solis and Joseph Johnson, in an amount of not more than Ten Thousand Dollars
14 and Zero Cents (\$10,000.00) each. While these awards appear to be within the range of reasonableness,
15 the Court will not approve the Class Counsel Award, or Class Representative Payment until the Final
16 Approval Hearing.

17 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification
18 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any
19 other proceeding should this Settlement not become final. For settlement purposes only, the Court
20 conditionally certifies the following Class:

21 "All persons who are or previously were employed by Defendant 51st St. &
22 8th Ave. Corp. and/or Defendant Loews Coronado Hotel Corporation
23 and/or Defendant Loew's Hotels, Inc. who performed work in California
24 and were classified as non-exempt employees at any time during the Class
25 Period of May 19, 2019, to October 7, 2024. ("Class Period")."

26 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
27 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
28 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)

1 common questions of law and fact predominate, and there is a well-defined community of interest
2 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
3 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
4 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
5 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
6 to act as counsel for the Class Representative in his individual capacity and as the representative of the
7 Class Members.

8 8. The Court provisionally appoints Plaintiffs Rosa Solis and Joseph Johnson as the
9 representatives of the Class.

10 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
11 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Tatiana Hernandez of Law Office of Tatiana
12 Hernandez, P.C as Class Counsel for the Class Members.

13 10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action
14 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Agreement as
15 **Exhibit “A”**. The Court finds that the Class Notice appears to fully and accurately inform the Class
16 Members and Aggrieved Employees of all material elements of the proposed Settlement, including the
17 right of any Class Member to be excluded from the Class by submitting a written request for exclusion,
18 and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds
19 that the distribution of the Class Notices substantially in the manner and form set forth in the Agreement
20 and this Order meets the requirements of due process, is the most reasonable notice under the
21 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
22 orders the mailing of the Class Notices by first class mail, pursuant to the terms set forth in the
23 Agreement.

24 11. The Court hereby appoints Apex Class Action LLC, as the Administrator. Within ten
25 (10) business days after the Preliminary Approval Date, Defendants shall provide the Administrator
26 with the Class Data, including information regarding Class Members that Defendants will in good faith
27 compile from their records, including each Class Member’s full name, last-known address, Social
28 Security number, and start dates and end dates of employment. No later than twenty-one (21) days after

1 preliminary approval of the Settlement, the Administrator shall mail copies of the Class Notice to all
2 Class Members via first class U.S. Mail.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
6 the Settlement as set forth in the Class Notice. All requests for exclusion must be postmarked or
7 received by the Response Deadline which is forty-five (45) calendar days after the Administrator mails
8 the Class Notices to Class Members or, in the case of re-mailed Class Notice, not more than fifteen
9 (15) days from the original Response Deadline. Any such person who chooses to opt out of and be
10 excluded from the Settlement will not be entitled to an Individual Class Payment under the Settlement
11 and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class
12 Members who have not requested exclusion shall be bound by all determinations of the Court, the
13 Agreement, and Judgment.

14 13. Any Class Member who has not opted out may appear at the final approval hearing and
15 may object or express the Class Member's views regarding the Settlement and may present evidence
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
17 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
18 from the date the Administrator mails the Class Notice to postmark their written objections to the
19 Administrator.

20 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA
21 Settlement and Plaintiffs' Motion for Class Counsel Award and Service Award shall be held before this
22 Court on _____ at _____ AM/PM in
23 Department C-70 of the Los Angeles County Superior Court to determine all necessary matters
24 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
25 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
26 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
27 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
28 to the Class; and to finally approve the Class Counsel Award, Class Representative Payment, and the

1 Settlement Administration Costs. All papers in support of the Motion for Final Approval and the
2 Motion for Class Counsel Award and Class Representative Payment shall be filed with the Court and
3 served on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

4 15. In the event the Settlement does not become effective in accordance with the terms of the
5 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
6 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
7 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
8 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used,
9 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
10 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

11 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
12 and all dates provided for in the Agreement without further notice to Class Members and retains
13 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

14
15
16 Dated: _____

JUDGE OF THE SUPERIOR COURT