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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LAN HO, and MARLENE BENITEZ,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

MHF MV MANAGER VI LLC a Delaware
limited liability company; MHF MV
OPERATING VI LLC dba COURTYARD
SAN DIEGO MISSION VALLEY/HOTEL
CIRCLE, a Delaware limited liability
company; MHF MV VI LLC, a Delaware
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No. 37-2024-00023005-CU-OE-CTL

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: June 26, 2026
Time: 9:00 a.m.

Judge: Hon. Euketa Oliver
Dept.: C-75

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1 Plaintiff Lan Ho and Plaintiff Marlene Benitez's Motion for an Order Finally Approving
2 the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims
3 (hereinafter the "Agreement"), and Motion for Class Counsel Award and Service Awards duly
4 came on for hearing on June 26, 2026, before the above-entitled Court. Plaintiffs Lan Ho
5 ("Plaintiff Ho") and Marlene Benitez ("Plaintiff Benitez") are collectively referred to herein as
6 "Plaintiffs." JCL Law Firm, APC, Zakay Law Group, APLC, Law Office of Thomas D. Rutledge,
7 and Larabee Law Firm appeared on behalf of Plaintiffs. Littler Mendelson, P.C. appeared on
8 behalf of Defendants MHF MV Manager VI LLC ("Defendant MHF Manager"), MHF MV
9 Operating VI LLC dba Courtyard San Diego Mission Valley/Hotel Circle ("Defendant MHF
10 Operating"), and MHF MV VI LLC ("Defendant MHF") (collectively, "Defendants").

11 **I. FINDINGS**

12 Based on the oral and written argument and evidence presented in connection with the
13 motion, the Court makes the following findings:

14 1. All capitalized terms used herein shall have the same meaning as defined in
15 the Agreement.

16 2. This Court has jurisdiction over the subject matter of this litigation pending
17 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2024-
18 00023005-CU-OE-CTL, entitled *Lan Ho, et al. v. MHF MV Manager VI LLC, et al.*, over all
19 Parties to this litigation, including the Class.

20 **Preliminary Approval of the Settlement**

21 3. On February 27, 2026, the Court granted preliminary approval of a class-
22 wide settlement. At this same time, the Court approved certification of a provisional settlement
23 class for settlement purposes only. The Court confirms this Order and finally approves the
24 settlement and the certification of the Class.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Notice Packet was
27 mailed by first class mail to the Class Members at their last known addresses on April 7, 2026.
28 Mailing of the Notice Packet to their last known addresses was the best notice practicable under

1 the circumstances and was reasonably calculated to communicate actual notice of the litigation
2 and the proposed settlement to the members of the Class. The Court finds that the Notice Packet
3 fully satisfies the requirements of California Rules of Court, rule 3.769.

4 5. The Response Deadline for opting out or objecting was May 22, 2026.
5 There was an adequate interval between notice and deadline to permit Class Members to choose
6 what to do and act on their decision. No Class Members objected or requested exclusion.

7 **Fairness of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$550,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

11 a. The settlement was reached through arm's-length bargaining
12 between the Parties. There is no evidence of any collusion between the Parties in reaching the
13 proposed settlement.

14 b. The Parties' investigation and discovery have been sufficient to
15 allow the Court and counsel to act intelligently.

16 c. Counsel for all Parties are experienced in similar employment class
17 action litigation and have previously settled similar class claims on behalf of employees claiming
18 compensation. All counsel recommended approval of the Settlement.

19 d. No objections or requests for exclusion were received.

20 e. The participation rate is unanimous. 100% of Class Members will be
21 participating in the Settlement and will be sent settlement payments.

22 7. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
24 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
25 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
26 litigation and the delays which would ensue from continued prosecution of the Action.

27 8. The Agreement is finally approved as fair, adequate, and reasonable and in
28 the best interests of the Settlement Class Members.

1 **PAGA Payment**

2 9. The Agreement provides for a PAGA Payment in the amount of
3 \$27,000.00. The Court reviewed the PAGA Payment and finds that the PAGA Payment and the
4 allocation of \$20,250.00 of the PAGA Payment to LWDA and \$6,750.00 of the PAGA Payment to
5 Aggrieved Employees are fair and reasonable and comply with the requirements set forth in *Moniz*
6 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Class Counsel Award**

8 10. The Agreement provides for a payment for the Class Counsel Award in the
9 amount of up to Two Hundred Twenty-Two Thousand Five Hundred Dollars and Zero Cents
10 (\$222,500.00). Subject to Court approval, the Class Counsel Award consists of attorneys' fees
11 equal to 35% of the Gross Settlement Amount, or One Hundred Ninety-Two Thousand Five
12 Hundred Dollars and Zero Cents (\$192,500.00) and reimbursement of litigation expenses in the
13 amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00).

14 11. Two Hundred Eleven Thousand Six Hundred Seventy-Nine Dollars and
15 Thirty Cents (\$211,679.3) for the Class Counsel Award comprised of attorneys' fees equal to 35%
16 of the Gross Settlement Amount, or One Hundred Ninety-Two Thousand Five Hundred Dollars
17 and Zero Cents (\$192,500.00) and reimbursement of litigation expenses in the amount of Nineteen
18 Thousand One Hundred Seventy-Nine Dollars and Thirty Cents (\$19,179.3) is reasonable in light
19 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
20 results achieved by Class Counsel. The requested attorneys' fee award represents 35% of the
21 common fund, which is reasonable, and is supported by Class Counsel's lodestar.

22 **Service Awards**

23 12. The Agreement provides for Service Awards in the amount of \$10,000.00 to
24 each Plaintiff (\$20,000.00 total), subject to the Court's approval. The Court finds that the amount
25 of Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff is reasonable in light of the
26 risks and burdens undertaken by the Plaintiffs in this class and PAGA action litigation.

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1 **Settlement Administration Costs**

2 13. The Agreement provides for the Settlement Administration Costs to be paid
3 in an amount not to exceed \$6,990.00. The Declaration of the Administrator provides that the
4 actual claims administration expenses were \$6,990.00. This payment is reasonable in light of the
5 work performed by the Administrator.

6 **II. ORDERS**

7 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

8 1. The Class is certified for the purposes of settlement only. The Settlement
9 Class is hereby defined to include:

10 All current and former non-exempt employees who were or are employed by
11 Defendant MHF Manager and/or Defendant MHF Operating and/or Defendant
12 MHF in California at any time during the period beginning May 17, 2020, to
13 September 19, 2025 (“Class Period”).

14 2. There are 353 members of the Class. Every person in the Class who did not
15 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
16 to the Settlement.

17 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
18 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
19 this Order and the terms of the Agreement.

20 4. Defendants shall fully fund the Gross Settlement Amount on the Funding
21 Date. In exchange, the Class Members shall release the “Released Parties” from the “Released
22 Class Claims” and Plaintiffs, on behalf of themselves, the State of California, and all “Aggrieved
23 Employees” shall release the “Released Parties” from the “Released PAGA Claims.”

24 a. The “Released Parties” are defined as Defendants and each of their
25 former and present directors, officers, shareholders, owners, investors, members, attorneys,
26 insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

27 b. The “Released Class Claims” are defined as all class claims that
28 were actually alleged in the Actions, the Operative Complaint, or that could have been alleged

1 based on the factual or legal allegations contained in the Operative Complaint, on behalf of the
2 Class Members for the entire Class Period, arising at any time during the Class Period, including
3 but not limited to: (a) failure to provide duty-free meal periods or pay premiums at the regular rate
4 of pay in lieu thereof; (b) failure to provide duty-free rest breaks or failure to pay premiums at the
5 regular rate of pay in lieu thereof; (c) failure to reimburse expenses; (d) failure to provide accurate
6 wage statements; (e) failure to pay all wages owed, whether due to alleged off the clock work,
7 timekeeping manipulation, unlawful rounding, failure to correctly calculate the regular rate or any
8 other theory of liability for the underpayment of the minimum wage, overtime wage, or reporting
9 time; (f) failure to properly calculate or pay overtime, double time, or pay sick leave at the regular
10 rate of pay; waiting time penalties; (g) failure to timely pay wages during employment; (h)
11 unlawful deductions, (i) tip pooling and/or failure to pay gratuities; (j) failure to timely pay wages
12 at termination, including but not limited to, failing to pay out vacation wages at termination; (k)
13 failure to maintain required records; (l) unfair business practices in violation of Business and
14 Professions Code section 17200, *et seq.*, for the aforementioned. The Released Class Claims
15 expressly excludes all other claims, including claims for vested benefits, wrongful termination,
16 unemployment insurance, disability, social security, workers' compensation, and class claims
17 outside of the Class Period.

18 c. The "Aggrieved Employees" are defined as all current and former
19 non-exempt employees who were or are employed by Defendant MHF Manager and/or Defendant
20 MHF Operating and/or Defendant MHF in California at any time during the PAGA Period. The
21 PAGA Period is defined as the period from March 11, 2023, to September 19, 2025.

22 d. The "Released PAGA Claims" are defined as all claims for PAGA
23 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
24 Operative Complaint, and the PAGA Notices submitted by any Plaintiffs to the LWDA, or which
25 occurred during the PAGA Period, pursuant to the Labor Code sections as follows: subdivision (k)
26 of Section 96, 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1,
27 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221,
28 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section

226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351, 353, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, 1198.5, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, 6399.7; Business and Professions Code section 17200, and the applicable Industrial Welfare Commission Order and/or California Code of Regulations sections. The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and Plaintiffs' individual claims that are subject to separate releases, and PAGA claims outside of the PAGA Period.

5. Class Counsel are awarded the Class Counsel Award in the amount of Two Hundred Eleven Thousand Six Hundred Seventy-Nine Dollars and Thirty Cents (\$211,679.3), comprised of attorneys' fees equal to 35% of the Gross Settlement Amount, or One Hundred Ninety-Two Thousand Five Hundred Dollars and Zero Cents (\$192,500.00) and reimbursement of litigation expenses in the amount of Nineteen Thousand One Hundred Seventy-Nine Dollars and Thirty Cents (\$19,179.3). Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

6. The payment of the Service Awards to Plaintiffs in the amount of \$10,000.00 to each Plaintiff is approved.

1 7. The payment of \$6,990.00 to the Settlement Administrator for the
2 Settlement Administration Costs is approved.

3 8. The PAGA Payment of \$27,000.00 is hereby approved as fair, reasonable,
4 adequate and adequately protects the interests of the public and the LWDA. Further, the Court
5 finds that Plaintiffs and Class Counsel negotiated the PAGA Payment at arm's-length, absent of
6 any fraud or collusion.

7 9. Final Judgment is hereby entered in this Action. The Final Judgment shall
8 bind each Class Member.

9 10. Final Judgment shall also bind Plaintiffs, acting on behalf of the State of
10 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General
11 Act ("PAGA").

12 11. The Court further finds and determines that Class Counsel satisfied
13 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
14 claims arising under the Private Attorney General Act ("PAGA") on January 30, 2026, and again
15 on May 29, 2026.

16 12. The Court orders Class Counsel to comply with California Labor Code §
17 2699(l)(3) by providing the LWDA a copy of this Order within ten (10) calendar days of the
18 Court's entry of this Order.

19 13. The Agreement is not an admission by Defendants, nor is this Final
20 Approval Order and Judgment a finding of the validity of any claims in the Action or of any
21 wrongdoing by Defendants. Neither this Final Approval Order, the Settlement, nor any document
22 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
23 be used as an admission by or against Defendants of any fault, wrongdoing, or liability
24 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
25 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
26 admission or concession with regard to the denials or defenses by Defendants and shall not be
27 offered in evidence in any action or proceeding against Defendants in any court, administrative
28 agency or other tribunal for any purpose as an admission whatsoever other than to enforce the

1 provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or
2 release. Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
3 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
4 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
5 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
6 claims being released by the Settlement.

7 14. Notice of entry of this Final Approval Order and Judgment shall be given to
8 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send
9 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
10 Final Approval Order and Judgment shall be posted on the Settlement Administrator's website as
11 indicated in the Notice Packet.

12 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
13 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
14 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
15 connection with the distribution of settlement benefits.

16 16. If the Settlement does not become final and effective in accordance with the
17 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
18 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
19 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
20 be vacated.

21 **IT IS SO ORDERED.**

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23 Date: _____, 2026

24 JUDGE OF THE SUPERIOR COURT
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