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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

LAN HO, an individual, on behalf of herself,
and on behalf of all persons similarly situated,

Plaintiff,

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,

Defendant.

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

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

Date: February 27, 2026

Time: 9:00 a.m.

Judge: Hon. Euketa Oliver

Dept.: C-75

1 This matter having come before the Honorable Judge Euketa Oliver of the Superior Court of the
2 State of California, in and for the County of San Diego, at 9:00 a.m. on February 27, 2026, with Jean-
3 Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law Group,
4 APLC, Thomas D. Rutledge, Esq. of Law Office of Thomas D. Rutledge, and Joel Larabee, Esq. of
5 Larabee Law Firm as counsel for Plaintiffs Lan Ho (“Plaintiff Ho”) and Marlene Benitez (“Plaintiff
6 Benitez”) (collectively, “Plaintiffs”), and Brittany L. McCarthy, Esq. and John Nordlund, Esq. of Littler
7 Mendelson, P.C. appearing for Defendants MHF MV Manager VI LLC (“Defendant MHF Manager”),
8 MHF MV Operating VI LLC dba Courtyard San Diego Mission Valley/Hotel Circle (“Defendant MHF
9 Operating”), and MHF MV VI LLC (“Defendant MHF”) (collectively, “Defendants”). The Court,
10 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
11 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class
12 Action and PAGA Settlement.

13 **IT IS HEREBY ORDERED:**

14 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
15 Action Claims and Release of Claims (“Agreement”), a true and correct copy of which is attached to
16 the Declaration of Jean-Claude Lapuyade, Esq., as **Exhibit “1.”** This is based on the Court’s
17 determination that the Agreement is within the range of possible final approval, pursuant to the
18 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule
19 3.769.

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

22 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendants
23 shall pay is Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00). It appears to the Court
24 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
25 Class Members when balanced against the probable outcome of further litigation relating to
26 certification, liability, and damages issues. It further appears that investigation and research have been
27 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
28 further appears to the Court that settlement at this time will avoid substantial additional costs by all

1 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
2 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
3 non-collusive arms-length negotiations.

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

10 5. The Agreement specifies for a Class Counsel Award in the amount of up to Two Hundred
11 Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$222,500.00), comprised of up to 35%
12 of the Gross Settlement Amount for attorney's fees, or \$192,500.00, **and** litigation expenses of up to
13 \$30,000.00, to be paid to Class Counsel, as well as proposed Service Awards to the Class
14 Representatives, Lan Ho and Marlene Benitez, in an amount of not more than Ten Thousand Dollars
15 and Zero Cents \$10,000.00 each (\$20,000.00 total). While these awards appear to be within the range
16 of reasonableness, the Court will not approve the Class Counsel Award or Service Awards until the
17 Final Approval Hearing.

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

22 "All current and former non-exempt employees who were or are employed
23 by Defendant MHF Manager and/or Defendant MHF Operating and/or
24 Defendant MHF in California ("Class") at any time during the period
25 beginning May 17, 2020, to September 19, 2025 ("Class Period").

26 7. "Aggrieved Employees" means all current and former non-exempt employees who were
27 or are employed by Defendant MHF Manager and/or Defendant MHF Operating and/or Defendant
28 MHF in California at any time during the PAGA Period.

1 8. “PAGA Period” means the period beginning March 11, 2023, to September 19, 2025.

2 9. The Court concludes that, for settlement purposes only, the Class meets the requirements
3 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
4 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
5 common questions of law and fact predominate, and there is a well-defined community of interest
6 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
7 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
8 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
9 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
10 qualified to act as counsel for the Class Representatives in their individual capacities and as the
11 representatives of the Class Members.

12 10. The Court provisionally appoints Plaintiffs Lan Ho and Marlene Benitez as the
13 representatives of the Class.

14 11. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
15 Shani O. Zakay, Esq. of Zakay Law Group, APLC, Thomas D. Rutledge, Esq. of Law Office of Thomas
16 D. Rutledge, and Joel Larabee, Esq. of Larabee Law Firm as Class Counsel for the Class Members.

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

28 13. The Court hereby appoints Apex Class Action LLC, as the Settlement Administrator.

1 Within ten (10) calendar days after the Preliminary Approval Date, Defendants shall provide the
2 Settlement Administrator with the Class Data, including information regarding Class Members that
3 Defendants will in good faith compile from its records, including each Class Member's full
4 name; last known address; Social Security Number; Defendants' calculation of the number of
5 Workweeks and PAGA Periods each employee worked in the Class Period and sufficient information
6 for the Settlement Administrator to verify the number of Workweeks and Pay Periods worked by each
7 Class Member and Aggrieved Employee during the Class and PAGA Periods, including but not limited
8 to, the start and end dates of employment, dates that employees were on leave and so performed no
9 work, and any other information the Settlement Administrator deems necessary to accurately calculate
10 the number of Workweeks and Pay Periods worked by each Class Member and Aggrieved Employee
11 during the Class and PAGA Periods. No later than twenty-one (21) calendar days after preliminary
12 approval, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via
13 first class U.S. Mail.

14 14. The Court hereby preliminarily approves the proposed procedure for exclusion from the
15 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
16 Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from
17 the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or
18 received by the Response Deadline which is forty-five (45) calendar days after the Settlement
19 Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet,
20 not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to
21 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
22 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
23 comment thereon. Class Members who have not requested exclusion shall be bound by all
24 determinations of the Court, the Agreement, and Judgment.

25 15. Any Class Member who has not opted out may appear at the final approval hearing and
26 may object or express the Class Member's views regarding the Settlement and may present evidence
27 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
28 by the Court as provided in the Notice Packet. Class Members will have forty-five (45) calendar days

1 from the date the Settlement Administrator mails the Notice Packet to postmark their written objections
2 to the Settlement Administrator.

3 16. A hearing on both Plaintiffs' Motion for Final Approval of Class Action and PAGA
4 Settlement and Plaintiffs' Motion for Class Counsel Award and Service Awards shall be held before
5 this Court on _____ at _____ a.m. in Department C-75 of the San Diego County Superior Court
6 to determine all necessary matters concerning the Settlement, including: whether the proposed
7 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
8 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval
9 should be entered herein; whether the plan of allocation contained in the Agreement should be approved
10 as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Service
11 Awards, and the Settlement Administration Costs. All papers in support of the motion for final approval
12 and the motion for Class Counsel Award and Service Awards shall be filed with the Court and served
13 on all counsel no later than 16 court days prior to the Final Approval Hearing.

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

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

25
26 Dated: _____

27 JUDGE OF THE SUPERIOR COURT
28