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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

ABIGAIL MCMURRY, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

v.

NVN MANAGEMENT LLC dba ARBOR
LODGING MANAGEMENT and NVN
HOTELS, a Delaware limited liability
company; ARBOR LODGING PARTNERS
LLC, an Illinois limited liability company;
NVN SAN LEANDRO LLC, a Delaware
limited liability company, and DOES 1-50,
Inclusive,

Defendants.

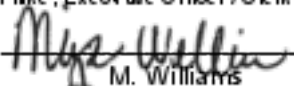
Case No. 23CV028220

PROPOSED JUDGMENT

Date: June 27, 2024
Time: 10:00 A.M.

Judge: Hon. Michael Markman
Dept.: 23

FILED
Superior Court of California
County of Alameda
07/17/2024

Clad Fike, Executive Officer/Clerk of the Court
By:  Deputy
M. Williams

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees and
3 Expenses Award and Class Representative Service Payment duly came on for hearing on June 27,
4 2024, before the above-entitled Court. The parties having settled this action and the Court having
5 entered an Order Granting Motion for Final Approval of Class Action and PAGA Civil Penalty
6 Payment and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement
9 only. The Class is defined as "all non-exempt employees who are or previously were employed by
10 Defendants and performed work at the Hilton Garden Inn located at 510 Lewelling Boulevard, San
11 Leandro in California during the Class Period." The Class Period is defined as the period between
12 February 21, 2019 and November 20, 2023.

13 2. All persons who meet the foregoing definition are Settlement Class Members, except
14 for those individuals who filed a valid request for exclusion ("opt out") from the Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Payment and this Final Judgment, Plaintiff, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Payment and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date the Defendants fund the Gross Settlement Amount, Plaintiff and each
25 Class Member who has not validly opted out has released the "Released Parties" from the "Released
26 Class Claims" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28

1 (a) The “Released Class Claims” are defined as all class claims alleged, or
2 reasonably could have been alleged based on the facts alleged, in the operative Complaint in the
3 *McMurry v. NVN Management LLC, et al.* action which occurred during the Class Period, and
4 expressly excluding unrelated claims, including claims for vested benefits, wrongful termination,
5 unemployment insurance, disability, social security, workers’ compensation, and class claims
6 outside of the Class Period. This release shall apply to all claims arising during the Class Period.
7 The Released Class Claims expressly excludes release of PAGA claims, which are separately
8 released herein below as “Released PAGA Claims.”

9 (b) The “Released Parties” are defined as Defendants and any other person or
10 entity associated with Defendants, present, future, or former, known or unknown, whom the Plaintiff
11 might claim to be liable, including, but not limited to any of Defendants’ parent corporations,
12 subsidiaries, divisions, affiliates, partners, shareholders, members, employees, agents, directors,
13 officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and
14 plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors,
15 administrators, and related entities, and all other persons, firms, corporations, associations,
16 partnerships, or entities having any legal relationship to each other.

17 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
18 Labor and Workforce Development Agency (“LWDA”), the State of California, and each
19 “Aggrieved Employee” have released the Released Parties from the “Released PAGA Claims” for
20 the “PAGA Period” as set forth in the Agreement.

21 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

22 (a) The “Aggrieved Employees” are defined as all non-exempt employees who
23 are or previously were employed by Defendants and performed work at the Hilton Garden Inn
24 located at 510 Lewelling Boulevard, San Leandro in California during the PAGA Period. The
25 PAGA Period is defined as the period between December 14, 2021 to November 20, 2023.

26 (b) The “Released PAGA Claims” are defined as all PAGA claims alleged in the
27 operative Complaint in the *McMurry v. NVN Management LLC, et al.* matter and Plaintiff’s PAGA
28 notice to the LWDA which occurred during the PAGA Period, and expressly excluding unrelated

1 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
2 disability, social security, workers' compensation and PAGA claims outside the PAGA Period.

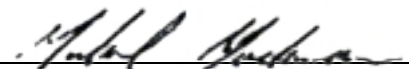
3 (c) The "PAGA Period" means the period from December 14, 2021 to November
4 20, 2023.

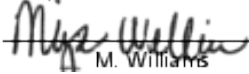
5 9. This Court hereby grants final approval and awards the following: (i) \$100,726.18
6 for the Attorneys' Fees and Expenses Payment comprised of attorneys' fees in the amount of Eighty
7 Nine Thousand Dollars and Zero Cents (\$89,000.00) ("Attorneys' Fees") and reimbursement of
8 costs and expenses in the amount of \$11,726.18 ("Attorneys' Expenses"); (ii) the Service Award to
9 Class Representative, Abigail McMurry, in the amount of Seven Thousand Five Hundred Dollars
10 and Zero Cents (\$7,500.00); (iii) Claims Administration Expenses of Seven Thousand Dollars and
11 Zero Cents (\$7,000.00) to Apex Class Action, LLC; (iv) Nine Thousand Dollars and Zero Cents
12 (\$9,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency
13 ("LWDA Payment"); and Three Thousand Dollars and Zero Cents (\$3,000.00) (25% of the PAGA
14 Payment) allocated to the Individual PAGA Payments.

15 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce Development
16 Agency within ten (10) days after entry of the Judgment or order pursuant to California Labor Code
17 section 2699(1)(3).

18 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
19 **ORDERED.**

20 DATED: 07/17/2024, ~~2024~~
21

22
23 
24 Hon. Michael Markman
25 JUDGE OF THE SUPERIOR COURT
26 **Michael Markman / Judge**
27
28

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/18/2024
PLAINTIFF/PETITIONER: Abigail McMurry	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy M. Williams
DEFENDANT/RESPONDENT: NVN Management LLC et al	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV028220

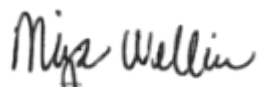
I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Shani Zakay
Zakay Law Group, APLC
shani@zakaylaw.com

Dated: 07/18/2024

Chad Finke, Executive Officer / Clerk of the Court

By:


M. Williams, Deputy Clerk