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VENTURA SUPERIOR COURT

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VENTURA SUPERIOR COURT

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10/18/2023

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF VENTURA**

MARICELA OROZCO, an individual, on behalf  
of herself, the State of California, as a private  
attorney general, and on behalf of all others  
similarly situated,

Plaintiff,

v.

VENTURA HOSPITALITY PARTNERS  
L.L.C., a Colorado Limited Liability Company;  
PROVIDENCE HOSPITALITY PARTNERS  
LLC, a Colorado Limited Liability Company;  
and DOES 1 TO 50,

Defendants.

Case Number: 56-2021-00557454-CU-OE-VTA

~~Proposed~~ **Order Granting Final Approval of  
Class Action Settlement and Final Judgment**

Date: October 5, 2023

Time: 8:30 a.m.

Dept.: 20

Judge: Hon. Matthew P. Guasco

~~PROPOSED~~ ORDER AND FINAL JUDGMENT

This matter came for a hearing on October 5, 2023, regarding Plaintiff Maricela Orozco's ("Plaintiff") unopposed *Motion for Final Approval of Class Action Settlement* (the "Motion"), which seeks final approval of a class action settlement based on the terms set forth in the parties' *Class, Collective, and PAGA Action Settlement Agreement and Class Notice* (the "Settlement Agreement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement Agreement and the Motion), and having considered the Settlement Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings and determinations and enters final judgment as follows:

1. The Court grants Plaintiff leave to file the overlength brief attached to the Motion.

2. All terms used in this order shall have the same meanings given as those terms are used or defined in the parties' Settlement Agreement and the Motion. A copy of the Settlement Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for Final Approval of Class Action Settlement* as **Exhibit 1** and is made a part of this order.

3. The Court has personal and subject matter jurisdiction over Plaintiff and Defendants Ventura Hospitality Partners L.L.C. and Providence Hospitality Partners LLC ("Defendants") (collectively, the "Parties") in this litigation to approve this Settlement Agreement and all exhibits thereto.

4. For settlement purposes only, the Court finally certifies the Class, as defined in the Motion and the Settlement Agreement and as follows: "*All individuals who are or were employed by Defendants as nonexempt employees in California at the Crown Plaza Ventura Beach Hotel at any time during the period from August 23, 2017, through November 9, 2022.*" The Court deems this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely for the purpose of effectuating the Settlement Agreement.

1           5.       The Court finds that an ascertainable class of 398 participating Class Members exists  
2 and a well-defined community of interest exists on the questions of law and fact involved because in  
3 the context of the Settlement Agreement: (i) all related matters, predominate over any individual  
4 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in  
5 negotiating, entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel  
6 have fairly and adequately represented and protected the interest of the Class Members.

7           6.       The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement  
8 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with  
9 California Rule of Court 3.766. The Class Notice informed the prospective Class Members of the  
10 Settlement Agreement's terms, their rights under the Settlement Agreement to receive their settlement  
11 share, their rights to submit a request for exclusion, their rights to comment on or object to the  
12 Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing, and be  
13 heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond and to act  
14 were provided by each of these procedures.

15           7.       The Court hereby approves the terms set forth in the Settlement Agreement and finds  
16 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and  
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California  
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and  
19 any other applicable law, and in the best interests of each of the Parties and Class Members.

20           8.       The Court directs the Parties to effectuate the Settlement Agreement according to its  
21 terms and declares the Settlement Agreement to be binding on all participating Class Members.

22           9.       The Court finds that the Settlement Agreement has been reached as a result of informed  
23 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
24 extensive investigation and research, and their attorneys were able to reasonably evaluate their  
25 respective positions.

26           10.      The Court also finds that the Settlement Agreement will avoid additional and potentially  
27 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.  
28

1 Additionally, after considering the monetary recovery provided as part of the Settlement Agreement in  
2 light of the challenges posed by continued litigation, and Court concludes that Plaintiff's counsel  
3 secured significant relief for Class Members.

4 11. The Settlement Agreement is not an admission by Defendants, nor is this order a finding  
5 of the validity of any allegations or of any wrongdoing by Defendants.

6 12. The Court appoints Plaintiff Maricela Orozco as class representative and finds her to be  
7 adequate.

8 13. The Court appoints as class counsel the following attorneys: Jonathan Melmed, Kyle D.  
9 Smith, and Joanne H. Kim of Melmed Law Group P.C. The Court finds each of them to be adequate,  
10 experienced, and well-versed in class action litigation.

11 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of  
12 \$200,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and to  
13 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement  
14 Agreement, subject to this order.

15 15. The Court approves the following allocations, which fall within the ranges stipulated by  
16 and through the Settlement Agreement:

17 A. The Court awards \$8,450.00 to ILYM Group, Inc., the Settlement  
18 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval  
19 of it and orders the Parties to make the payment to the Settlement Administrator in accordance  
20 with the Settlement Agreement.

21 B. The Court awards \$66,666.67 to Plaintiff's counsel as attorneys' fees and finds  
22 this amount to be fair and reasonable considering the benefit obtained for the Class. The Court  
23 grants final approval of, awards, and orders the payment to Plaintiff's counsel to be made in  
24 accordance with the Settlement Agreement.

25 C. The Court awards \$18,000.00 in litigation costs, an amount which the Court  
26 finds to be reflective of the reasonable costs incurred. The Court grants final approval of, and  
27  
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orders the litigation expenses payment in this amount to be made to Plaintiff's counsel in accordance with the Settlement Agreement.

D. The Court awards \$7,500.00 to the class representative, in addition to any amount they may be entitled to as Class Members and/or Aggrieved Employees, as service payments requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of, and orders the class representative payments to be made in accordance with the Settlement Agreement.

E. The Court approves the \$20,000.00 allocation for penalties under the Labor Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$15,000.00) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder (i.e., \$5,000.00) to the Aggrieved Employees.

16. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which case the provisions of this order shall take precedence and supersede the Settlement Agreement.

17. Nothing in the Settlement Agreement or this order purports to extinguish or waive Defendants' rights to continue to oppose the merits of the claims in this action or class treatment of these claims in this case if the Settlement Agreement fails to become final or effective, or in any other case without limitation.

18. Because there were no requests for exclusion, all Class Members shall be bound by the Settlement and this order, including the release of claims as set forth in the Settlement Agreement.

19. All Aggrieved Employees shall be bound by the PAGA-portion of Settlement Agreement and this order, including the release of PAGA claims as set forth in the Settlement Agreement.

20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this order and the Settlement Agreement.

21. All checks mailed to the Class Members must be cashed within one hundred and eighty (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the

Settlement Administrator shall submit such funds to the California State Controller's Office for deposit in the Unclaimed Property Fund in the name of the Class Member. The Court finds that this meets the requirements of Code of Civil Procedure section 384.

22. Within seven days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and final judgment on its website.

23. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

24. Plaintiff shall file with the Court a report regarding the status of distribution within 210 days after all funds have been distributed.


25. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendants.

~~26. The Court hereby sets a hearing date of \_\_\_\_\_ at \_\_\_\_\_ p.m./a.m. for a hearing on the final accounting and distribution of the settlement funds.~~

**IT IS SO ORDERED, ADJUGED, AND DECREED.**

**FINAL JUDGMENT IS HEREBY ENTERED.**

Dated: 10/05/2023

  
\_\_\_\_\_  
Judge of the Superior Court, County of Ventura  
Matthew P. Guasco