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12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**

15 TELESIA GUTTENBEIL an individual
on behalf of herself and others similarly
16 situated,

17 Plaintiffs,

18 v.

19 KAMLA HOTELS, INC., a California
20 corporation doing business as KAMLA
HOTELS; COURTYARD BY MARRIOTT
21 VALLEJO NAPA VALLEY, a business
entity of unknown form; and DOES 1
22 through 50, inclusive,

23 Defendants.
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Case No.: 23STCV31249

CLASS ACTION

Assigned for All Purposes To:

Hon. Carolyn Kuhl
Dept.: 12

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

Date: June 3, 2025
Time: 10:30 a.m.
Dept.: 12

Original Complaint Filed: December 20, 2023
First Amended Complaint Filed: February 23, 2024
Second Amended Complaint Filed: March 6, 2025
Trial Date: None Set

FILED

Superior Court of California
County of Los Angeles

06/03/2025

David W. Slayton, Executive Officer/Clerk of Court

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1 **RECITALS**

2 On February 26, 2025, Plaintiffs Telesia Guttenbeil and Yesenia De Jesus-Solis
3 (“Plaintiffs”), individually and on behalf of the Class, and Defendant KAMLA HOTELS, INC., a
4 California corporation doing business as KAMLA HOTELS, INC. d/b/a COURTYARD BY
5 MARRIOTT VALLEJO NAPA VALLEY (erroneously sued as KAMLA HOTELS, INC., d/b/a/
6 COURTYARD BY MARRIOT VALLEJO NAPA VALLEY) (“Defendant”) entered into a class
7 action and PAGA settlement, the terms and conditions of which are set forth in the parties’ Class
8 Action and PAGA Settlement Agreement (hereafter collectively, the “Settlement” or “Settlement
9 Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same
10 meaning as set forth in the Settlement Agreement.

11 Plaintiffs’ motion for an order preliminarily approving the settlement of this action,
12 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
13 for hearing in Department 12 of this Court on June 3, 2025.

14 This Court, having fully considered Plaintiffs’ Motion, the Memorandum of Points and
15 Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed
16 form of Class Notice, finds that: (1) the proposed settlement appears fair, reasonable, and adequate,
17 and that a final hearing should be held after notice to the Class (defined below) of the proposed
18 settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and
19 adequate, such that a Final Order and Judgment should be entered in this action based upon the
20 Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

21 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

22 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
23 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

24 1. The Court finds that certification of the following class, for settlement purposes only,
25 is appropriate:

26 “all current and former non-exempt, hourly employees who worked for Defendant in
27 California during the Class Period,” which is December 20, 2019, to December 31,
28 2024.

1 2. The Court grants preliminary approval of the terms and conditions contained in the
2 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
3 range of possible approval at the final approval hearing.

4 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
5 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
6 the absence of class certification and settlement, each individual Class Member would have to
7 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
8 violations asserted in the action; (iii) the typicality requirement because Plaintiffs and the Class
9 Members' claims all arise from the same alleged events and course of conduct, and are based on the
10 same legal theories; and (iv) the adequacy of representation requirement because Plaintiffs have the
11 same interests as all members of the Class, and they are represented by experienced and competent
12 counsel.

13 4. The Court further finds, preliminarily and for settlement purposes only, that common
14 issues predominate over individual issues in this litigation and that class treatment is superior to the
15 other means of resolving this dispute. Employing the class device here will not only achieve
16 economies of scale for Class Members with individual claims, but also conserve the resources of
17 the judicial system and preserve public confidence in the integrity of the system by avoiding the
18 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
19 adjudications of similar issues and claims.

20 5. For settlement purposes only, the Court finds that Plaintiffs are adequate class
21 representatives and appoint them as such. The Court further finds that Emil Davtyan, David
22 Yeremian, Natalie Haritounian, Enoch Kim, and Matthew Carraher of D.Law, Inc., and John Yslas,
23 Samantha Smith, Diego Aviles, Harry Erganyan, and Mariam Nazaretyan of Wilshire Law Firm,
24 PLC, have adequately represented Plaintiffs and the Class in this litigation, and the Court appoints
25 them as Class Counsel.

26 6. The Court appoints Apex Class Action LLC to perform the duties of a Settlement
27 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

28 7. The Court recognizes that certification under this Order is for *settlement purposes*

1 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
2 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
3 Order is without prejudice to the rights of Defendant to oppose class certification in the actions,
4 should the proposed Settlement Agreement not be granted final approval.

5 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

6 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
7 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
8 appears to be within the range of reasonableness of a settlement that could ultimately be given final
9 approval by this Court. It appears to the Court on a preliminary basis that:

10 a. The settlement amount is fair and reasonable to all Class Members when
11 balanced against the probable outcome of further litigation relating to liability and damages issues;

12 b. Extensive and costly investigation and research have been conducted such
13 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

14 c. Settlement at this time will avoid additional substantial costs, such as those
15 that have already been incurred by both parties, as well as avoid the delay and risks that would be
16 presented by the further prosecution of this litigation; and

17 d. The proposed settlement has been reached as the result of intensive, serious,
18 and non-collusive arm's-length negotiations.

19 9. The Court further approves the following representative group of employees as
20 governed by the Settlement Agreement with respect to the PAGA claim:

21 "all current and former non-exempt hourly employees of Defendant in California
22 during the PAGA Period," which is December 20, 2022, to December 31, 2024.

23 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
24 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
25 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
26 § 2699(1)(2).

27 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
28 object to, the PAGA Settlement.

12. If the Court does not grant final approval of the Settlement Agreement, approval of the PAGA Settlement will be vacated.

APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE

AND TIMELINE FOR SENDING CLASS NOTICE

13. This Court finds that the Class Notice fairly and adequately advises the potential Class Members of the terms of the Settlement and the process for the Class Members to obtain the benefits available under the Settlement Agreement, as well as the right of Class Members to opt out of the class, to file documentation in opposition to the proposed settlement, and to appear at the settlement hearing to be conducted on the date set by the Court. The Court further finds that the Class Notice and proposed distribution of such Class Notice by first-class mail to each identified Class Member at their last known address comports with all constitutional requirements, including those of due process under the United States and California constitutions, and meets the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766. Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

14. The Settlement Administrator shall, as soon as practicable, but no later than Revised 10/2/2017, cause the Class Notice to be mailed by first class mail to all known members of the Class certified by this Court in this action to the most recent address in Defendant's business records for each known member of the Class. The mailing of the Class Notices directed in this Order constitutes the best notice practicable under the circumstances and sufficient notice to all members of the Class.

15. The costs of settlement administration, including the cost of printing and mailing the Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement Agreement.

16. Each member of the Class who wishes to be excluded from the Class must submit a request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class Member who does not submit a timely request to be excluded from the Settlement consistent with the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement.

1 even if such Class Member has previously initiated or subsequently initiates individual litigation
2 against Defendant or other proceedings encompassed by the Released Class Claims defined in the
3 Settlement Agreement.

4 **OBJECTIONS TO SETTLEMENT**

5 17. Any member of the Class who has not timely elected to be excluded from the Class,
6 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement
7 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
8 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
9 for each objection. The Settlement Administrator will promptly transmit any objections it receives
10 to Class Counsel and Defendant's counsel.

11 18. All written objections must be signed by the Class Member or the Class Member's
12 representative and include the information specified in the Class Notice.

13 19. A Class Member may appear either in person or through personal counsel at the Final
14 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
15 the Class Member's expense.

16 20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies
17 of any and all objections or written requests for exclusion that come into their possession.

18 **FINAL APPROVAL FAIRNESS HEARING**

19 21. The Court grants Plaintiffs' motion to set a settlement hearing for final approval of
20 the Settlement Agreement on Re: LA 20CG 000146, at _____ a.m./p.m. in Department 12 of this Court
21 ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed settlement of
22 this action is fair, reasonable and adequate and should be finally approved. The Court will also
23 consider at the Final Hearing whether applications for Plaintiffs' attorneys' fees and costs and class
24 representative service payments to Plaintiffs should be granted and, if so, in what amounts.

25 22. Members of the Class who have not timely elected to be excluded from the Class and
26 who object to the proposed Settlement may appear and present such objections at the Settlement
27 Hearing in person or by counsel, provided that the objecting Class Member complied with the
28 requirements to object to the Settlement. No person shall be heard, and no briefs or papers shall be

1 received or considered, unless the requirements to object to the Settlement have been satisfied,
2 except as this Court may permit for good cause shown.

3 23. Class Counsel shall file Plaintiffs' memorandum of points and authorities in support
4 of the final approval of the Settlement Agreement and their request for approval of the attorneys'
5 fees, litigation costs, and service payments no later than 16 court days prior to the Final Hearing.
6 After the Final Hearing, the Court may enter a Final Order and Final Judgment in accordance with
7 the Settlement Agreement that will adjudicate the rights of all Class Members.

8 24. All discovery and other pretrial proceedings in this action are stayed and suspended
9 until further order of this Court, except such actions as may be necessary to implement the
10 Settlement Agreement and this Order.

11 25. If, for any reason, the Court does not grant final approval of the Settlement, all
12 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
13 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

14 **IT IS SO ORDERED.**

15 06/03/2025
16 Dated: _____, 2025



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge
JUDGE OF THE SUPERIOR COURT