

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
3110 Camino Del Rio S, Suite 308
San Diego, CA 92108
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for PLAINTIFF LAN HO
(Additional Counsel listed on next page)

**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~~ JUDGMENT

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

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

~~PROPOSED~~ JUDGMENT

FILED
Clerk of the Superior Court

JUN 26 2026

By: N. Calantoc, Deputy

1 **THE LAW OFFICE OF THOMAS D. RUTLEDGE**

Thomas D. Rutledge, Esq.

2 thomasrutledgelaw@gmail.com

16956 Via de Santa Fe, Suite 1847

3 Rancho Santa Fe, California 92091-4606

T: (619) 886-7224

4 **LARABEE LAW FIRM**

5 Joel Larabee, Esq.

joel@larabeelaw.com

6 9655 Granite Ridge Dr., #200

San Diego, CA 92123

7 T: (619) 376-1777

8 Attorneys for PLAINTIFF MARLENE BENITEZ

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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." The Parties having settled this action and the Court having entered an Order Granting
7 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
8 therefore,

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

10 1. The certification of the Settlement Class is confirmed for the purposes of
11 settlement. The Class is defined as "all current and former non-exempt employees who were or are
12 employed by Defendant MHF MV Manager VI LLC ("Defendant MHF Manager") and/or
13 Defendant MHF MV Operating VI LLC dba Courtyard San Diego Mission Valley/Hotel Circle
14 ("Defendant MHF Operating") and/or Defendant MHF MV VI LLC ("Defendant MHF")
15 (collectively, "Defendants") in California at any time during the period from May 17, 2020, to
16 September 19, 2025 ("Class Period")."

17 2. All persons who meet the foregoing definition are members of the Settlement
18 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
19 Class. There are 353 Class Members who worked for Defendants during the Class Period. After
20 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

21 3. Except as set forth in the Agreement, the Order Granting Motion for Final
22 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all
23 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
24 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
25 Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

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

3 5. As of the date the Defendants fully fund the Gross Settlement Amount, Plaintiffs
4 and each Class Member who has not validly opted out have released the “Released Parties” from
5 the “Released Class Claims” as set forth in the Agreement.

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

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

26 (b) The “Released Parties” are defined as Defendants and each of their former
27 and present directors, officers, shareholders, owners, investors, members, attorneys, insurers,
28 predecessors, successors, assigns, subsidiaries, and affiliates.

1 7. As of the date the Defendants fully fund the Gross Settlement Amount, the
2 Plaintiffs, on behalf of themselves, the State of California, and all “Aggrieved Employees” shall
3 release the “Released Parties” from the “Released PAGA Claims” as set forth in the Agreement.
4 As a result of this release, the Aggrieved Employees shall be precluded from bringing claims
5 against Defendants for the Released PAGA Claims.

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

7 (a) The “Aggrieved Employees” are defined as all current and former non-
8 exempt employees who were or are employed by Defendant MHF Manager and/or Defendant
9 MHF Operating and/or Defendant MHF in California at any time during the PAGA Period. The
10 PAGA Period is defined as the period from March 11, 2023, to September 19, 2025.

11 (b) The “Released PAGA Claims” are defined as all claims for PAGA penalties
12 that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
13 Complaint, and the PAGA Notices submitted by any Plaintiffs to the LWDA, or which occurred
14 during the PAGA Period, pursuant to the Labor Code sections as follows: subdivision (k) of
15 Section 96, 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2,
16 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222,
17 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226,
18 Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c)
19 of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351, 353, and 403,
20 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513,
21 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976,
22 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174,
23 Sections 1194, 1197, 1197.1, 1197.5, and 1198, 1198.5, subdivision (b) of Section 1198.3,
24 Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
25 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a)
26 of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6,
27 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774,
28 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,

1 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310,
2 6311, 6399.7; Business and Professions Code section 17200, and the applicable Industrial Welfare
3 Commission Order and/or California Code of Regulations sections. The Released PAGA Claims
4 expressly exclude all other claims, including claims for vested benefits, wrongful termination,
5 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
6 security, workers' compensation, and California class claims, and Plaintiffs' individual claims that
7 are subject to separate releases, and PAGA claims outside of the PAGA Period.

8 9. This Court hereby grants final approval and awards the following: (i) Two Hundred
9 Eleven Thousand Six Hundred Seventy-Nine Dollars and Thirty Cents (\$211,679.3) for the Class
10 Counsel Award comprised of attorneys' fees equal to 35% of the Gross Settlement Amount, or
11 One Hundred Ninety-Two Thousand Five Hundred Dollars and Zero Cents (\$192,500.00) and
12 reimbursement of litigation expenses in the amount of Nineteen Thousand One Hundred Seventy-
13 Nine Dollars and Thirty Cents (\$19,179.3); (ii) the Service Awards to Class Representatives Lan
14 Ho and Marlene Benitez, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to
15 each Class Representative; (iii) Settlement Administration Costs of Six Thousand Nine Hundred
16 Ninety Dollars and Zero Cents (\$6,990.00) to Apex Class Action, LLC; (iv) Twenty Thousand
17 Two Hundred Fifty Dollars and Zero Cents (\$20,250.00) (75% of the PAGA Payment) to the
18 Labor and Workforce Development Agency ("LWDA Payment"); and Six Thousand Seven
19 Hundred Fifty Dollars and Zero Cents (\$6,750.00) (25% of the PAGA Payment) allocated to the
20 Aggrieved Employees ("Aggrieved Employee Payment").

21 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
22 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
23 California Labor Code section 2699(1)(3).

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
25 **ORDERED.**

26
27 DATED: 6/26, 2026

28 
Hon. Euketa Oliver