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9 *Marco Antonio Garcia-Carballo*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 01 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

10 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **ORANGE COUNTY SUPERIOR COURT – CIVIL COMPLEX**

12 MARCO ANTONIO GARCIA-CARBALLO,
13 an individual, on behalf of himself and all other
14 Similarly Situated Former and Current
15 Non-Exempt Employees,

16 Plaintiffs,

17 vs.

18 THE RITZ-CARLTON HOTEL COMPANY,
19 LLC, a Delaware Company; MARRIOTT
20 INTERNATIONAL, INC., a Delaware
21 Corporation; and DOES 1 through 20, inclusive,

22 Defendants.

CASE No: 30-2016-00841010-CU-OE-CXC
[Assigned for All Purposes to the Honorable James
J. Di Cesare, Department C-16]

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL OF
SECOND AMENDED JOINT STIPULATION
OF SETTLEMENT AND RELEASE UNDER
P.A.G.A.

and Hearing Scheduled

Complaint Filed: March 15, 2016
Trial Date: None Set

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1 **PROPOSED ORDER**

2 Plaintiff Marco Antonio Garcia-Carballo ("Garcia-Carballo" or "Plaintiff"), and Defendants The
3 Ritz-Carlton Hotel Company, LLC and Marriot International, Inc. ("Marriot" or "Defendant") entered
4 into an Second Amended Joint Stipulation of Settlement and Release Under the California Labor Code
5 Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("Agreement"). Due to the Court
6 having considered Plaintiff's Motion for Approval of Second Amended Joint Stipulation of Settlement
7 and release Under the California Labor Code Private Attorneys General Act California, Labor Code §
8 2698 *et seq.* ("Motion"), the supporting declaration of Grant Joseph Savoy, Esq., all papers filed in
9 support of the Motion, and the complete files and records in these proceedings, and for good cause
10 appearing, IT IS HEREBY ORDERED AS FOLLOWS:

- 11 1. The Court adopts all defined terms as set forth in the Agreement filed in the Action.
- 12 2. The Court has jurisdiction over all claims asserted in the Actions, Plaintiff, the Settlement, Aggrieved
13 Employees ("Class Members"), and Defendant.
- 14 3. Solely for purposes of effectuating the Settlement, this Court has certified a Class defined as "All
15 current and former non-exempt employees of Defendants who worked out of The Ritz-Carlton, Laguna
16 Niguel property from October 9, 2015, through the date of the Court's Order Granting Approval of this
17 Settlement."
- 18 4. The Court finds that the Settlement was made and entered into in good faith and hereby approves the
19 Settlement as fair, adequate, and reasonable to all Class Members.
- 20 5. By operation of this Order, all Participating Class Members who did not opt out of the Settlement shall
21 be deemed to have released their respective Released Claims against the Released Parties. "Released
22 Parties" means Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all agents,
23 employees (current and former), officers, directors, insurers, and attorneys." "Released Claims" means
24 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
25 damages, action or causes of action, contingent or accrued, or which were asserted or could have been
26 asserted based on the factual allegations in the operative Complaint, including, to the extent based
27 therein, penalties provided for violations of the Private Attorneys General Act.

1 6. The Parties shall bear their own respective attorney's fees and costs, except as otherwise provided for
2 in the Settlement Agreement and approved by this Court. The Court finds that Gross Settlement Value
3 (also known as the "GSV") and the methodology used to calculate and pay each Participating Class
4 Member's Individual Settlement Payment are fair and reasonable, and authorizes the Settlement
5 Administrator to pay the Individual Settlement Payments to the Participating Class Members in
6 accordance with the terms of the Settlement.

7 7. Upon entry of this Order, compensation to the Participating Class Members shall be effected pursuant
8 to the terms of the Settlement Agreement.

9 8. A total of \$5,800.00 from the GSV fund shall be allocated to penalties under the Labor Code Private
10 Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*, of which \$4,350.00 shall be
11 paid by the Settlement Administrator directly to the California Labor and Workforce Development
12 Agency. The remaining \$1,450.00 shall be part of the Net Settlement Value (also known as the "NSV")
13 and shall be distributed to Participating Class Members as part of their Individual Settlement Payments.

14 9. The Court approves payment of Settlement Administration Costs in the amount of \$4,200.00 to
15 Phoenix Class Action Administration Solutions. Such costs shall be paid from the GSV.

16 10. In addition to the Individual Settlement Payments, the Settlement Administrator shall provide an
17 English and Spanish version of the Notice of Settlement, in a form substantially similar to the Notice of
18 Settlement attached as "Exhibit A" to the Supplemental Declaration of Grant Joseph Savoy, Esq., filed on
19 December 29, 2020 (Registry of Actions #322).

20 11. All Participating Class Members, including Plaintiff, are hereby forever barred and enjoined from
21 prosecuting any of the Released Claims against the Released Parties as provided for in the Settlement.

22 12. The Settlement Administrator shall post notice of this Order and the Court's Judgment on its website
23 within ten (10) days after entry of this Order and the Judgment.

24 13. This Court shall retain jurisdiction with respect to all matters related to the administration and
25 consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the
26 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
27 determination of all controversies relating thereto.

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1 14. A non-appearance Case Review Re: Final Report and Distribution of Settlement Funds is set for

2 July 23, 2021 at 9:30am.

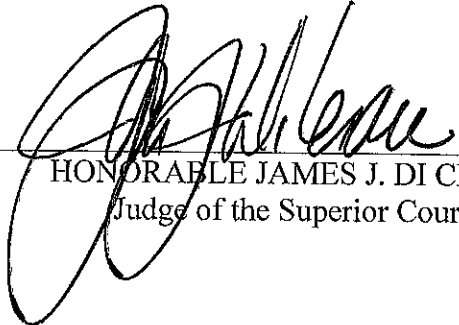
3 15. Plaintiff's Motion for Approval of Second Amended Joint Stipulation of Settlement and Release

4 Under the California Labor Code Private Attorney's General Act is hereby GRANTED and the Court

5 directs that a separate judgment shall be entered in accordance with the terms of this Order.

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7 **IT IS SO ORDERED.**

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9 DATED: FEB 01 2021



HONORABLE JAMES J. DI CESARE
Judge of the Superior Court

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J. Di Cesare, Department C-16]

CLASS ACTION

~~PROPOSED~~ JUDGMENT

Complaint Filed: March 15, 2016
Trial Date: None Set

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~~PROPOSED~~ JUDGMENT

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2 1. In accordance with, and for the reasons stated in the Court's Order Granting Plaintiff's Motion for
3 Approval of Second Amended Joint Stipulation of Settlement and Release Under the California Labor
4 Code Private Attorneys General Act California, Labor Code § 2698 *et seq.* ("Motion"), Judgment shall be
5 entered in the above-captioned case whereby Plaintiff Marco Antonio Garcia-Carballo ("Garcia-
6 Carballo" or "Plaintiff") and all Participating Class Members shall take nothing from Defendants The
7 Ritz-Carlton Hotel Company, LLC and Marriot International, Inc. ("Marriot" or "Defendant") except as
8 expressly set forth in the Second Amended Joint Stipulation of Settlement and Release Under the
9 California Labor Code Private Attorneys General Act ("Agreement" or "Settlement"), attached as Exhibit
10 A to Plaintiff's Motion for Approval of Second Amended Joint Stipulation of Settlement and Release
11 Under the California Labor Code Private Attorney's General Act.

12 2. Solely for purposes of effectuating the Settlement, this Court has certified a Class defined as all "All
13 current and former non-exempt employees of Defendants who worked out of The Ritz-Carlton, Laguna
14 Niguel property from October 9, 2015, through the date of the Court's Order Granting Approval of this
15 Settlement."

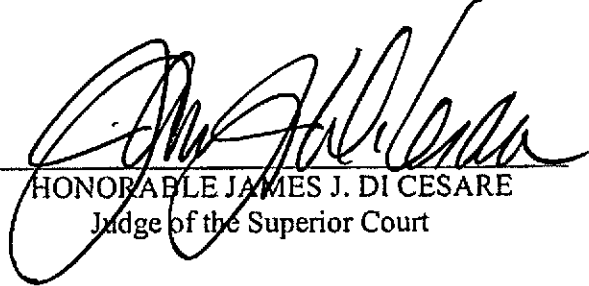
16 3. All Participating Class Members who did not opt out of the Settlement shall be deemed to have
17 released their respective Released Claims against the Released Parties. "Released Parties" means
18 Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees
19 (current and former), officers, directors, insurers, and attorneys." "Released Claims" means any and all
20 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
21 action or causes of action, contingent or accrued, or which were asserted or could have been asserted
22 based on the factual allegations in the operative Complaint, including, to the extent based therein,
23 penalties provided for violations of the Private Attorneys General Act.

24 4. This Court shall retain jurisdiction with respect to all matters related to the administration and
25 consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the
26 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
27 determination of all controversies relating thereto.

1 6. Plaintiff shall give notice of this Judgment to Class Members, pursuant to rule 3.771 of the California
2 Rules of Court, by posting an electronic copy of the Judgment on the Settlement Administrator's website.

3 **IT IS SO ADJUDICATED.**

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5 DATED: FEB 01 2021


HONORABLE JAMES J. DI CESARE
Judge of the Superior Court

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