

Exhibit B

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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA**

FLOR JIMENEZ, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

INTER-CONTINENTAL HOTELS
CORPORATION, a Delaware Corporation;
and DOES 1 to 10, inclusive,

Defendants.

Case No.: 2:23-cv-03039-DC-JDP

Assigned to:

*Hon. Dena M. Coggins, Courtroom 10, 13th Fl.
Mag. Jeremy D. Peterson, Courtroom 9, 13th Fl.*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint filed: December 28, 2023
Trial Date: Not Yet Set

1 Upon considering Plaintiff Flor Jimenez’s Motion for Preliminary Approval of Class
2 Action Settlement, supporting documents, and with good cause appearing,

3 **IT IS HEREBY ORDERED** that Plaintiff’s Motion for Preliminary Approval is
4 **GRANTED** as follows:

5 1. Unless otherwise specified, capitalized terms in this Order have the same definition
6 as used in the Agreement.

7 2. The Court finds on a preliminary basis that the settlement was entered into in good
8 faith, that it is fair, reasonable and adequate, and that it satisfies the standards and applicable
9 requirements for preliminary approval of this class action settlement under Federal Rule of Civil
10 Procedure 23.

11 3. The settlement falls within the range of reasonableness of a settlement which could
12 ultimately be given final approval by this Court, and appears to be presumptively valid, subject
13 only to any objections that may be raised at the Final Approval Hearing and final approval by this
14 Court. The Court notes that, per the Agreement, Defendant Inter-Continental Hotels Corporation
15 has agreed to provide \$2,250,000 as the Gross Settlement Amount. The Gross Settlement Amount
16 constitutes non-reversionary funds used to resolve the claims asserted against Defendant in this
17 matter on a class-wide basis and includes Class Counsel’s Attorneys’ Fees and Costs, notice and
18 all costs of the Settlement Administrator, and any service award of up to \$10,000 to Plaintiff.

19 4. The Court preliminarily finds that the terms of the settlement appear to be within
20 the range of approval under Rule 23 and applicable law. The Court finds on a preliminary basis
21 that: (1) the settlement amount is fair and reasonable to the Class Members when balanced
22 against the probable outcome of further litigation relating to class certification, liability and
23 damages issues, and potential appeals; (2) significant formal and informal discovery,
24 investigation, research, and litigation has been conducted such that counsel for the Parties at
25 this time are able to reasonably evaluate their respective positions; (3) settlement at this time
26 will avoid substantial costs, delay, and risks that would be presented by further prosecution of
27 the litigation; and (4) the settlement has been reached as the result of intensive, serious, and
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1 non-collusive negotiations between the Parties with the assistance of a well-respected mediator.
 2 Accordingly, the Court preliminarily finds that the Agreement was entered into in good faith.

3 **IT IS THEREFORE ORDERED THAT:**

4 1. **Class Certification.** The Court finds, for settlement purposes, that certification of
 5 the Classes as specified in the Agreement is appropriate under Federal Rules of Civil Procedure
 6 23(a) and 23(b).

7 2. **Settlement Administrator.** The Court appoints Kroll as the Settlement
 8 Administrator.

9 3. **Notice and Notice Distribution Plan.** The Court approves, as to form and content:
 10 (1) the Short Form Notice, attached as Exhibit A to the Agreement; and (2) the Long Form Notice,
 11 attached as Exhibit B to the Agreement. The Court finds on a preliminary basis that plan for
 12 distribution of notice to Class Members satisfies due process, provides the best notice practicable
 13 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
 14 thereto.

15 4. **Exclusion Requests and Objections.** Class Members who do not timely and
 16 validly request exclusion f may object to the Agreement.

17 5. **Final Approval Hearing.** A Final Approval Hearing on the question of whether
 18 the proposed settlement, attorneys’ fees and costs to Class Counsel, and Plaintiff’s service award
 19 should be finally approved as fair, reasonable and adequate as to the Class Members is hereby set
 20 in accordance with the schedule set forth below.

Deadline to Object or Opt-Out of the Settlement	_____, 20__
Deadline for Class Members to file a claim	_____, 20__
Deadline to File Motion for Final Approval; Motion for Attorneys’ Fees and Costs, and service award to Plaintiff	_____, 20__

1 Final Approval Hearing

2 _____, 20__

3 6. The Court **ORDERS** the parties to carry out the Agreement according to the terms
4 of the Agreement.

5 7. The Court further **ORDERS** that, pending further order of this Court, all
6 proceedings in this lawsuit, except those contemplated herein and in the Agreement, are stayed.

7 **IT IS SO ORDERED.**

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10 DATED: _____

Hon. Dena M. Coggins
United States District Court Judge