

SUPERIOR COURT FOR THE COUNTY OF ORANGE

**If you stayed at least 15 consecutive days at the Norwalk Inn between July 1, 2016 and May 31, 2018, a class action lawsuit may affect your rights.**

ATTN: <<EmployeeName>>

*This is a court authorized this Notice and not a solicitation from a lawyer.*

- This settlement resolves a lawsuit over whether the Norwalk Inn in Norwalk and its owners used illegal means to require guests to check out within 30 days of consecutive occupancy
- You will receive approximately \$303 for each time you were required to check out or move out every 28 days during the specified time frame. See paragraph 7.
- In all, \$100,000 will be paid out to former or current residents of the Inn or to the State of California with respect to any residents who cannot be located.
- The Court will also be asked to approve payments for legal fees and settlement administration.
- The two sides disagree whether Norwalk Inn’s practices were legal and, if they were not, how much money they should have to pay to former guests.
- Your legal rights will be affected whether you act or not. Read this Notice carefully. You have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS	
Do Nothing	You will: <ul style="list-style-type: none"> <li>• Stay in the lawsuit</li> <li>• Receive approximately \$303 per violation</li> <li>• Give up certain rights</li> </ul>
Object to the Settlement	You will: <ul style="list-style-type: none"> <li>• Stay in the lawsuit</li> <li>• Receive approximately \$303 per violation</li> <li>• Be allowed to file court papers and appear before the Judge to explain why you do not like the settlement.</li> </ul>

- Your options are explained in this Notice. To object you must act by **August 5, 2022**.
- The Court must still decide whether to approve this settlement. Please be patient.
- Any questions? Read the rest of this Notice. Additional information may be found at [www.lakeshorelaw.org/norwalkinn](http://www.lakeshorelaw.org/norwalkinn).

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## BASIC INFORMATION

### 1. WHY DID I GET THIS NOTICE?

The records of the Norwalk Inn, 11632 Imperial Hwy. Norwalk, CA 90650, reflect that you stayed at the hotel for at least 15 consecutive days between July 1, 2016 and May 31, 2018. Therefore, you are a member of the class.

You have been sent this Notice because you have a right to know about a proposed settlement of the class action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, you will receive certain compensation. You can receive updates about the progress of the settlement from the website listed at the bottom of this Notice.

This packet explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the County of Los Angeles, State of California, and the judge is Hon. Ann H. Park. The case name is *Gutierrez v. Norwalk Inn, et. al.*, Case No. VC066315.

### 2. WHAT IF I HAVE A CHANGE OF ADDRESS?

If this Notice was not mailed to your current address, or if you have a change of address, you should mail a letter with the previous and new address information to Class Counsel identified below in paragraph 15.

### 3. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit contends that in the past Norwalk Inn required all guests to check out or re-register prior to the 30<sup>th</sup> day of staying at the Inn in order to keep guests in a transient occupancy (e.g., temporary) status. This practice is commonly referred to as the “28-day shuffle.” The lawsuit also contends that the Inn locked the guests out of their room on the 28<sup>th</sup> day of continuous occupancy to enforce that policy. Plaintiff alleges that this conduct violated California law and that the class members are entitled to recover money for the violations.

This lawsuit is about whether the Inn’s alleged conduct violated the law. If it did, the law imposes a maximum civil fine of \$500 per violation. There has been no determination of liability and the Defendants deny any wrongdoing. However, they chose to settle for economic reasons. If the settlement is approved, Class members will get approximately \$303 per violation.

#### **4. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?**

In a class action lawsuit, one or more people called “Class Representatives” (in this case former resident Rosa Gutierrez) bring a lawsuit on behalf of other people who have similar claims. The people together are referred to as a “Class” or “Class Members.” The companies they filed a lawsuit against (in this case the Norwalk Inn and its owners) are called the Defendants. In a class action, the court will resolve the issues for everyone in the Class—unless a class member chose to exclude his or herself from the Class. All class members were previously given a chance to exclude themselves and no one did.

#### **5. WHY IS THIS LAWSUIT A CLASS ACTION?**

The Court has ruled that all of the class members have similar claims and Defendants have similar defenses that apply in general to all of the class members. Therefore, the Court ordered that this lawsuit should proceed as a class action. The Court also ruled that attorneys Jeffrey Wilens and Jeffrey Spencer are qualified to represent the class.

More information about why the Court is allowing this lawsuit to be a class action is in the Court’s Order Certifying the Class, which is available at: [www.lakeshorelaw.org/norwalkinn](http://www.lakeshorelaw.org/norwalkinn).

### **WHO IS IN THE CLASS**

#### **6. AM I PART OF THIS CLASS?**

The Court decided that all people who stayed at the Norwalk Inn at some point for 15 consecutive days between July 1, 2016 and May 31, 2018 and were subject to the policy requiring them to move or check out before the 30<sup>th</sup> day are members of the class. If this notice is addressed to you, it has been determined you are a class member.

#### **7. DO I HAVE TO HAVE PROOF THAT I STAYED AT THE NORWALK INN FOR 28 CONSECUTIVE DAYS?**

Proof is not required to be a member of the Class as Defendants’ records contain that information. However, if you believe you should be a Class Member, but have not received this Notice, you should contact Class Counsel before August 5, 2022 at the address listed in paragraph 15 below and present proof that you are a Class Member.

### **SETTLEMENT BENEFITS**

#### **8. WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement provides for a cash payment of \$100,000 to be allocated among the class members who can be located, with any money that cannot be paid to be sent to the Controller’s Office of the State of California, Unclaimed Properties division. If you do not receive your money in connection with this settlement, in future years you may be able to claim your money there after a passage of time. See this website for further details: <https://ucpi.sco.ca.gov/en/Property/SearchIndex>.

The above amount will be divided among all class members. You should assume that for each time you

stayed 15-30 days at the Inn during the specified time frame you will receive \$303.

**According to Defendants' business records, you had <<TotalStays>> qualifying (15-30 day) stays at the Norwalk Inn during the relevant time period and will receive approximately \$<<estAmount>>.**

Any Class Member may dispute the estimated payout preprinted immediately above by notifying the Settlement Administrator and submitting any proof supporting the objection, such as copies of rental receipts. The deadline to do this is **August 1, 2022**. Disputes regarding the correct number of stays that a Class Member had will be resolved based on the documentation supplied by the Class Member and Defendants.

## **9. HOW DO I GET MY COMPENSATION?**

If this Settlement is approved after the Fairness Hearing (see paragraph 16) a check will be mailed to you approximately 30 days later. You do not need to do anything to receive it.

If you change your address after receiving this Class Notice, be sure to call **1-888-412-2197** and give your change of address to the Norwalk Inn Settlement Administrator.

## **10. WHAT AM I GIVING UP IN ACCEPTING THE SETTLEMENT?**

Because you previously did not exclude yourself from this lawsuit, that means you cannot start a lawsuit, continue a lawsuit or join a lawsuit raising similar claims against Defendants. It also means you are “releasing” all of the Defendants (and related companies and persons) from any legal claims you might have relating to your being required to check out by the 30<sup>th</sup> day of occupancy.

This release does not include any claims relating to your stay at the Norwalk Inn such as any personal injury you might have suffered.

## **11. WHAT IF I DO NOTHING AT ALL?**

You will be automatically included in this settlement, will release claims and be paid as described above.

## **THE LAWYERS REPRESENTING YOU**

## **12. DO I HAVE A LAWYER IN THIS CASE?**

Yes. The Court decided that the law firms of Lakeshore Law Center and The Spencer Law Firm are qualified to represent you and all Class Members. Together, the law firms are called “Class Counsel.” They are experienced in handling similar consumer rights cases. More information about these law firms, their practices and their experiences is available at [www.lakeshorelaw.org](http://www.lakeshorelaw.org) and [www.spencerlaw.net](http://www.spencerlaw.net).

## **13. SHOULD I GET MY OWN LAWYER?**

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer.

## **14. HOW WILL THE LAWYERS AND PLAINTIFF BE PAID?**

Class Counsel will ask the Court for attorneys' fees of \$210,000 and for reimbursement of court costs of up to \$15,000. These figures are based on the actual time they have spent prosecuting this lawsuit. They have been working on these cases going back to May 2017.

In addition, normally a class representative may request that the court award an “incentive award.” This is additional compensation to them for the hours of extra work and the personal risks they assumed in bringing

the lawsuit, which the rest of the class members did not have to do. For example, it is possible a class representative could be liable for the legal fees of the Defendants. Here, class representative Gutierrez is not requesting an incentive award despite spending many hours assisting in the prosecution of this case.

Plaintiff Gutierrez has the same class claim for the \$500 civil penalty as do the other class members. However, she is also settling her individual claims for battery, trespassing and violent violation of her civil rights. She alleged the Inn's employees broke down her door and forcibly tried to remove her and her property from the premises. The police had to be summoned. She further alleged the Inn seized and then lost some of her valuable property. Plaintiff Gutierrez will be receiving \$25,000 in exchange for releasing her individual non-class claims. That payment is not coming out of the \$100,000 set aside to pay class members and Plaintiff for the violation of the law carrying the \$500 penalty.

The Court may award less than the above amounts for attorney's fees and expenses. Defendants will not oppose these fees and expenses. If it does award less than requested, extra money will be divided among the class members.

## OBJECTING TO THE SETTLEMENT

### 15. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the settlement if you do not like any part of it. This includes if you want to object the estimated payout to you is too low because you stayed at the Inn more times than listed in this Notice. You can give reasons why you think the Court should not approve it. The Court will consider your views. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement.

To object only to the number of stays calculated in this notice, a Class Member must follow the procedure specified in paragraph 8.

To make any other objection or have papers or briefs considered by the Court, you may file with the Court a written objection along with any papers for the Court to consider by **August 5, 2022**. To file the objection or other papers directly with the Court, follow the instructions for eFiling on this website:

<https://www.lacourt.org/division/efiling/efiling2.aspx>

Alternatively, you may mail or deliver the objection papers by the above deadline to the Settlement Administrator: Gutierrez v. Norwalk Inn **Settlement Administrator**, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

Finally, even if you have not done any of the above, you may still appear personally or through counsel and be heard at the Final Approval Hearing at the Court's discretion.

You should (but are not required to) serve by the above deadline copies of the Objection or other papers by United States Mail to the following:

Plaintiff's Attorneys and Class Counsel:

Jeffrey Wilens, Esq.  
LAKESHORE LAW CENTER  
18340 Yorba Linda Blvd. Suite 107-610  
Yorba Linda, CA 92886  
Telephone: 714-854-7205  
Facsimile: 714-854-7206  
Email: [jeff@lakeshorelaw.org](mailto:jeff@lakeshorelaw.org)

Defendants' Attorneys:

Jose Mendoza, Esq.  
Carlson Law Group  
6300 Canoga Avenue, Suite 1300  
Woodland Hills, CA 91367  
Telephone: 818-996-7800  
Facsimile: 818-884-4285  
Email: [jm@carlsonlawgroup.com](mailto:jm@carlsonlawgroup.com)

Any written objections or notice of intent to appear shall state each specific reason in support of your objection and any legal support for each objection.

## THE COURT'S FAIRNESS HEARING

### 16. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Fairness Hearing on **August 30, 2022 at 9:30 a.m.** in Department P of the Los Angeles County Superior Court, 12720 Norwalk Blvd., Norwalk, CA, 90650. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Park will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and Plaintiff. After the hearing, the Court will decide whether to approve the settlement. We do not know when she will issue his decision.

### 17. DO I HAVE TO COME TO THE FAIRNESS HEARING?

No. Class Counsel will answer questions Judge Park may have. But, you are welcome to come at your own expense. If you send an Objection, you don't have to come to Court to talk about it. As long as you filed or delivered your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 18. MAY I SPEAK AT THE FAIRNESS HEARING?

If you appear personally or through counsel at the Fairness Hearing, you or your counsel may be allowed to speak at the Court's discretion.

## GETTING MORE INFORMATION

### 19. ARE MORE DETAILS AVAILABLE?

Visit the website [www.lakeshorelaw.org/norwalkinn](http://www.lakeshorelaw.org/norwalkinn) where you will find the Court's Order certifying the class, the Complaint, and the Class Notice. You may also write to, email or call the Class Counsel at:

Jeffrey Wilens	Jeffrey Spencer
LAKESHORE LAW CENTER	THE SPENCER LAW FIRM
18340 Yorba Linda Blvd. Suite 107-610 2	Venture, Suite 220
Yorba Linda, CA 92886	Irvine, CA 92618
714-854-7205	949-240-8595
<a href="mailto:jeff@lakeshorelaw.org">jeff@lakeshorelaw.org</a>	<a href="mailto:jps@spencerlaw.net">jps@spencerlaw.net</a>

The pleadings and other records in this litigation may be examined online on the Los Angeles County Superior Court's website. To see the docket of events, navigate your browser to <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and enter case number VC066315. To download documents, you must create an account at <https://www.lacourt.org/documentimages/pacommerce/login.aspx?appId=IMG&casetype=CIV>.

Your communications with the class counsel listed above regarding this action will be confidential.

**DO NOT CONTACT THE JUDGE OR THE COURT TO DISCUSS THE LAWSUIT.  
BY ORDER OF THE COURT.**