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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, COMPLEX CIVIL

HANNAH WILLIAMS, individually and on behalf of all others similarly aggrieved.

Plaintiff,

vs.

CEDAR CREEK INN SJC, INC., a California Corporation; and DOES 1-50, Inclusive,

Defendant.

Case No. 30-2020-01174105-CU-OE-CXC

Assigned to Hon. Randall J. Sherman
Department CX105

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT RE PLAINTIFF’S MOTION FOR FINAL APPROVAL OF A CLASS ACTION

Date: September 20, 2024
Time: 10:00 a.m.
Dept.: CX105

Complaint Filed: December 10, 2020
Trial Date: None Set

Plaintiff Hannah Williams (“Plaintiff”) and Defendant Cedar Creek Inn SJC, Inc. (“Defendant”) entered into a Settlement Agreement on or about August 26, 2022 to settle this lawsuit. Throughout the lawsuit, Defendant has denied the claims made against it by Plaintiff. On or about March 22, 2024, the Court preliminarily approved the settlement of this lawsuit (“Preliminary Approval”), ordering notice to be sent to Class Members, and providing Class Members with an opportunity to object to the Settlement or exclude themselves from the Class. A

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1 Final Approval Hearing was scheduled for July 26, 2024, which was continued at the Parties’
2 stipulation to September 20, 2024.

3 This matter is before the Court on Plaintiff’s unopposed Motion for Final Approval of
4 Class Action. The Motion, having been fully considered by the Court, is ruled upon as follows:

5 1. The Settlement Agreement, Amendment to Class Action Settlement Agreement,
6 and the Second Amendment to Class Action Settlement Agreement (collectively referred to as the
7 “Settlement Agreement”), is fully and finally approved with modifications to the specific awards
8 as specified in Section 9 below, and is hereby incorporated by reference and all defined terms
9 therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

10 2. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the
11 conditional class certification contained in the Preliminary Approval of Class Action Settlement,
12 and thus certifies the “Class” for settlement purposes only. The Class consists of all current and
13 former non-exempt employees of Defendant who worked for Defendant in California at any time
14 between June 15, 2017 and May 26, 2022. Each person eligible to participate in the Settlement
15 who is a member of the Class is referred to as a “Class Member.”

16 3. The Court also approves the PAGA claim settlement contained within the
17 Settlement Agreement. The PAGA claim settlement applies to all Aggrieved Employees defined
18 for this settlement as all non-exempt employees of Defendant that worked for Defendant any time
19 between October 16, 2019 and May 26, 2022 (“PAGA Aggrieved Employees”).

20 4. Plaintiff Hannah Williams is appointed and designated, for all purposes, as Class
21 Representative, and Andrea Paris Law, PC, is appointed and designated as counsel for the Class.
22 The Court finds that attorneys for the Class are experienced class action litigators and have
23 expressed the view that the Settlement is fair, reasonable, and adequate, which further supports
24 approval of the Settlement.

25 5. The Court hereby finds that Class Notice has been sent to the Class Members as
26 previously ordered by the Court, and that such Notice fairly and adequately described the terms of
27 the proposed Settlement Agreement, the manner in which Class Members could object to or opt-
28 out of the settlement; was the best notice practicable under the circumstances; and complied fully

1 with California Rule of Court 3.769, and all other applicable laws. Within the Class Notice, the
2 PAGA Aggrieved Employees were also provided notice of the PAGA claim settlement.

3 6. The Court further finds that a full and fair opportunity has been afforded to Class
4 Members and to the PAGA Aggrieved Employee to participate in the proceedings convened to
5 determine whether the proposed Settlement Agreement should be given final approval.
6 Accordingly, the Court hereby determines that all Class Members who did not file a timely and
7 proper request to be excluded from the settlement shall be deemed to have released the Released
8 Parties from all the Released Claims. The Court further finds that all Aggrieved Employees
9 hereby release all the PAGA Released Claims identified in the Settlement Agreement.

10 7. In response to the Notice, no Class Members submitted an Objection.

11 8. In response to the Notice, one Class Member, Carlos Lagunas, submitted a Request
12 to Opt Out of the settlement. The Court approves Carlos Lagunas' request to opt out of the
13 settlement and he thus will not receive any portion of the settlement, except for his pro-rata share
14 of the PAGA portion of the settlement as an Aggrieved Employee. As part of the Aggrieved
15 Employees (defined above in paragraph 3), he releases all the PAGA Released Claims within the
16 PAGA period identified in the Settlement Agreement.

17 9. The Court concludes that the \$110,000 gross settlement amount for the class and
18 PAGA action settlement in the Settlement Agreement is fair, adequate and reasonable, and
19 approves and enters judgment for the following specific awards:

- 20 a. \$33,000 to Plaintiff's counsel for Plaintiff's attorneys' fees, reduced from \$36,300
21 requested, representing 30% of the Gross Settlement Amount, as reasonable
22 attorney's fees.
- 23 b. \$5,661 to Plaintiff's counsel for reimbursement of litigation costs, as requested;
- 24 c. \$5,000 to Plaintiff Hannah Williams as a representative and enhancement award,
25 reduced from \$15,000 requested. An enhancement award of \$5,000 is sufficient
26 and proper for a class and PAGA group settlement of this size, and considering the
27 effort Plaintiff spent on this case.

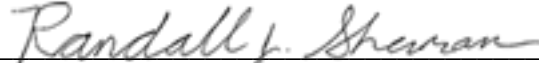
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- 1 d. \$11,000 to the Administrator, CPT Group, Inc., as costs of settlement
- 2 administration, as requested; and
- 3 e. \$3,750 to the Labor and Workforce Development Agency (“LWDA”) as payment
- 4 for penalties under the California Labor Code Private Attorneys General Act
- 5 (“PAGA”);
- 6 f. \$1,250 to be distributed on a pro-rata basis to the PAGA Aggrieved Employees
- 7 based upon the number of pay periods worked by the Aggrieved Employee within
- 8 the PAGA Period.
- 9 g. \$50,339 to be distributed on a pro-rata basis to the Class Members that did not opt
- 10 out, based upon the workweeks worked by the Class Member within the Class
- 11 Period.
- 12 h. The court approves the Releases contained in the Settlement Agreement.
- 13 10. Pursuant to CRC Rule 3.771(b), Plaintiff will provide Notice of this Order and
- 14 Judgment to the Class Members and Aggrieved Employees by posting it on the Settlement
- 15 Administrator’s website.
- 16 11. A Final Report Hearing is scheduled for June 20, 2025, at 10:00 a.m., to confirm
- 17 that distribution efforts are fully completed, including the distribution of the amount of the
- 18 uncashed Class Member and Aggrieved Employees checks to the State of California’s Unclaimed
- 19 Property Fund in the name of the Class Member and/or Aggrieved Employee within 200 days after
- 20 the checks were initially mailed, that the Administrator’s work is complete, and that the court’s
- 21 file thus may be closed. All of the supporting papers must be filed at least 16 days before the Final
- 22 Report Hearing date.
- 23 12. Pursuant to California Rule of Court 3.769(h), the Court retains exclusive and
- 24 continuing jurisdiction over the litigation to enforcing the terms of the judgment, and supervising,
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1 implementing, interpreting, and enforcing this Final Approval Order and the Settlement
2 Agreement.

3 **IT IS SO ORDERED AND ADJUDGED.**

4 DATED: September 26, 2024

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6 HON. RANDALL J. SHERMAN
7 JUDGE OF THE SUPERIOR COURT
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