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FILED
Superior Court of California
County of Los Angeles
08/02/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: L. MGreené Deputy

7 Attorneys for Plaintiffs on behalf of themselves and the proposed class

8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 STEPHEN MACIE, et al.

Case No.: 20STCV25001

11 Plaintiffs

[Assigned to The Honorable Judge
Carolyn B. Kuhl - Dept. 12]

12 v.

**~~PROPOSED~~ ORDER OF FINAL APPROVAL
AND JUDGMENT APPROVING CLASS AND
PAGA SETTLEMENT AND RELEASE**

13 RESORT VACATIONS INC., a Nevada
14 corporation, and DOES 1 THROUGH 10,
15 inclusive,

Date: August 7, 2022

16 Defendants

Time: 11:30 a.m.

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**ORDER AND JUDGMENT FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

This matter is before the Honorable Carolyn B. Kuhl in Department 12 of the above-entitled Court on August 7, 2022, for Plaintiffs' motion for final approval of class and PAGA settlement.

On March 17, 2022, the Court granted Preliminary Approval of Class and PAGA Settlement Agreement and Release. On August 7, 2022, at 11:30 a.m. the Court heard Plaintiffs' Motion for Final Approval of Class and PAGA Settlement and Release, Attorneys' Fees, Costs, and Class Representative Service Fees ("Motion for Final Approval").

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FINAL APPROVAL ORDER AND JUDGMENT

The Court, having considered the papers submitted in support of the Motion for Final Approval, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

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1. All terms used herein shall have the same meaning as defined in the Second Amended Class Action and PAGA Settlement Agreement and Release (the "Settlement Agreement").

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2. The Court finds that the Class Members shall mean the 125 persons who fit into one of the following three subclasses, during the Liability Period of October 25, 2015 through June 30, 2020:

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Subclass 1: All OPCs and Lead Gen Greeters who incurred non-commuting travel from one RVI off-site marketing venue to another RVI off-site marketing venue in the same day. (Re mileage for non-commute travel.)

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Subclass 2: All OPC employees who worked at least five (5) or more hours in a shift. (Re pay for alleged missed meal breaks when working 5 or more hours in a shift.)

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Subclass 3: All OPC employees who worked shifts prior to April 1, 2018 and had earned a tour bonus/commission for a pay period. (Re rest break pay when only bonuses/commissions were earned during a pay period.)

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3. This Court has jurisdiction over the subject matter of this action and over all Parties thereto, including all Participating Settlement Employees.

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4. The Court finds that the Settlement Class is properly certified as a class for settlement purposes only.

5. The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members.

6. The Class Notice fully satisfied the requirements of due process.

7. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

8. No Settlement Class Members have objected to the terms of the Settlement.

9. No Settlement Class Members have requested exclusion from the Settlement Class.

10. Upon entry of this Order, payment to the Participating Class Members shall be effectuated pursuant to the terms of the Settlement Agreement.

11. In addition to any recovery that the Plaintiffs may receive under the Settlement as a Settlement Employee, and in recognition of each Plaintiffs' efforts on behalf of the Settlement Class and PAGA Employees, the Court hereby approves the payment of a service fee award to Plaintiff Javal Ashley in the amount of ~~\$15,000~~ ^{AP-000000} and service fee award of \$3,000 to Plaintiffs Stephen Macie and Rotsen Leyva.

12. The Court approves the payment of attorneys' fees to Class Counsel in the sum of \$51,667, which shall be paid to Hamner Law Offices, APLC, pursuant to the terms of the Settlement Agreement.

13. The Court also approves reimbursement of the total combined sum of \$10,947 in litigation expenses, which shall be paid to Hamner Law Offices, APLC, pursuant to the terms of the Settlement Agreement.

1 14. The Court approves and orders payment in the amount of \$9,000 to CPT Group for
2 performance of its settlement administration services, pursuant to the terms of the Settlement
3 Agreement.

4 15. The Court approves the settlement of claims under the Labor Code Private
5 Attorneys General Act of 2004 (California Labor Code section 2698 et seq.) in the total amount
6 of \$5,000. The Court orders payment in the amount of \$3,750 to the State of California Labor
7 and Workforce Development Agency in compromise of claims under the Labor Code Private
8 Attorneys General Act of 2004 (California Labor Code section 2698 et seq.).

9 16. In accordance with California Rule of Court 3.771(b), the Parties are ordered to
10 give notice of this final Order and Judgment to all Settlement Class Members through the website
11 established by the Settlement Administrator for this Settlement.

12 17. Upon final approval by the Court of the Settlement, and as of the Effective Date,
13 Plaintiff and Participating Class Members release the Released Parties from the Released
14 Class Claims. Released Class Claims means any and all claims, debts, liabilities, demands,
15 actions, or causes of action of every nature and description that were alleged in the operative
16 complaint relating to the alleged failure of any of the Released Parties arising out of or
17 relating to work performed during the Class Period, including claims based on California
18 Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2698,
19 2699, California Code of Regulations, Title 8 Section 11000 et seq., the applicable Industrial
20 Welfare Commission (IWC) Wage Orders, including 7-2001, Business & Professions Code
21 section 17200-17208 or any related damages, penalties, restitution, disgorgement, interest or
22 attorneys' fees, and, any and all claims for injunctive relief, restitution, breach of contract or
23 company policy, fraudulent business practices brought pursuant to the California Business &
24 Professions Code and related to the above alleged Labor Code violations asserted in the
25 operative First Amended Complaint; any and all claims under PAGA arising out of the
26 compensation and payroll practices asserted in the operative First Amended Complaint; and
27 any and all claims or causes of action for penalties, interest and/or attorneys' fees and costs
28 related to the above alleged Labor Code violations asserted in the operative First Amended
Complaint.

18. The expiration date of any instruments of payment issued by the Settlement
Administrator to Participating Class Members will be one hundred eighty (180) days from the
date such instruments are issued and sent. Any settlement checks remaining uncashed after one

1 hundred eighty (180) days shall cause that Participating Class Member's payment, plus interest
2 that has accrued thereon, to be distributed to the Controller of the State of California to be held
3 pursuant to the Unclaimed Property Law, California Civil Code section 1500 et seq., for the
4 benefit of that class member. The Parties agree that this disposition results in no "unpaid residue"
5 under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be
6 paid out to Participating Class Members. In the event that a Participating Class Member Share is
7 distributed to the Controller of the State of California, the terms of the final judgment and the
8 Release of Claims will nevertheless be binding upon that Participating Class Member. Within two
9 hundred ten (210) days after the date of mailing of the instruments of payment, the Settlement
10 Administrator shall provide to Class Counsel and Defendant's Counsel a verification/declaration
11 signed under penalty of perjury that the Settlement Administrator has complied with this
12 provision.

13 19. This Judgment is intended to be a final disposition of the Lawsuit in its entirety,
14 and is intended to be immediately appealable. In accordance with and for the reasons stated in the
15 Final Approval Order, Judgment shall be entered whereby the Plaintiffs and all Class Members
16 shall take nothing from Defendants, except as expressly set forth in the Settlement, which was
17 previously filed, as part of Plaintiffs' Motion for Preliminary Approval of Class and PAGA
18 Settlement. Pursuant to California Code of Civil Procedure Section 664.5 and Rule 3.769(h) of
19 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
20 action, the Plaintiff, Settlement Class Members, and Defendants, for the purposes of: (a)
21 Supervising the implementation, enforcement, construction, and interpretation of the Settlement,
22 the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the
23 Judgment; and (b) Supervising distribution of amounts paid under this Settlement.

24 Date Signed: 08/02/2022



Carolyn B. Kuhl

HONORABLE CAROLYN B. KUHLE
JUDGE
JUDGE OF THE SUPERIOR COURT OF LOS ANGELES COUNTY