

COHELAN KHOURY & SINGER

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Diana M. Khoury (SBN 128643)

dkhoury@ckslaw.com

Jeff Geraci (SBN 151519)

jgeraci@ckslaw.com

605 C Street, Suite 200

San Diego, CA 92101

Telephone: (619) 595-3001/Fax: (619) 595-3000

LEBE LAW, APC

Jonathan Lebe (SBN 284605)

Jon@lebelaw.com

777 S. Alameda Street, 2nd Floor

Los Angeles, CA 90021

Telephone: (213) 358-7046/Fax: (310) 820-1258

Attorneys for Plaintiff Donna Burris,
individually, and on behalf of the Putative Class

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE

DONNA BURRIS, on behalf of herself and all
other aggrieved employees and all others
similarly situated,

Plaintiff,

v.

RESORT VACATIONS, INC., a Nevada
Corporation, and DOES 1 through 10, Inclusive,

Defendants.

CASE NO. 30-2018-00997260-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Randall J. Sherman
Department CX-105

CLASS AND REPRESENTATIVE ACTION

[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT

Date: November 6, 2020
Time: 10:00 a.m.
Dept: CX 105
Judge: Hon. Randall J. Sherman

Complaint filed: June 5, 2018
Trial date: None set

1 This matter came on for hearing on November 6, 2020 at 10:00 a.m. in Department CX 105 of
2 the above-captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, this
4 Court's Order Granting Preliminary Approval of Class Action Settlement, and the Joint Stipulation
5 of Class Action Settlement and Amendment to Joint Stipulation of Class Action Settlement
6 ("Settlement Agreement").

7 Having received and considered the Settlement Agreement, the supporting papers filed by the
8 Parties, and the evidence and argument received by the Court in conjunction with the Motion for
9 Preliminary Approval of Class Action Settlement, and the supporting papers, and evidence and
10 argument received by the Court in conjunction with the Motion for Order Granting Final Approval
11 of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY
12 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Preliminary Approval Order filed March 20, 2020, a Notice of Class
14 Action Settlement, Change of Address form, and pre-printed return envelope ("Notice Packet") were
15 sent to each Class Member by first-class U.S. mail. The Notice Packet informed the Class of the
16 terms of the Settlement, their right to receive a Settlement Payment without any required action, their
17 right to comment on or object to the Settlement, and their right to appear in person or by counsel at
18 the Final Approval Hearing and to be heard regarding approval of the Settlement. Adequate periods
19 of time were provided for each of these procedures.

20 2. No member of the Class filed a request to be excluded from the Settlement or a written
21 objection to the proposed Settlement as part of this notice process or stated an intention to appear at
22 the final approval hearing.

23 3. The Court finds and determines this notice procedure afforded adequate protections to
24 Class Members and provides the basis for the Court to make an informed decision regarding
25 approval of the Settlement based on the responses of the Class. The Court finds and determines that
26 the notice provided in this case was the best notice practicable, which satisfies the requirements of
27 law and due process.

28 ///

1 4. With respect to the Class and for purposes of approving this Settlement only, this Court
2 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder
3 of all members is impracticable; (b) there are questions of law or fact common to the Class, and there
4 is a well-defined community of interest among members of the Class with respect to the subject
5 matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
6 members of the Class; (d) the Class Representative has fairly and adequately protected the interests
7 of the members of the Class; (e) a class action is superior to other available methods for an efficient
8 adjudication of this controversy; and (f) the counsel of record for Plaintiff, the Class Representative,
9 i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in her individual and representative
10 capacity for the Class.

11 5. The Court confirms certification, for settlement purposes only, of the Class defined as:
12 “All licensed timeshare Sales Agents and Tour Guides employed by Resort Vacations, Inc., in
13 California, at any time from June 5, 2014 through September 24, 2019.”

14 6. The Court finds and determines the terms set forth in the Settlement Agreement, as
15 amended, are fair, reasonable, and adequate, and having found that it appears that the Settlement was
16 reached as a result of informed and non-collusive arms’-length negotiations facilitated by a neutral
17 and experienced mediator, directs the Parties to effectuate the Settlement according to the terms set
18 forth in the Settlement Agreement. The Court further finds that it appears that the Parties conducted
19 extensive investigation, research, and informal discovery, and that their attorneys were able to
20 reasonably evaluate their respective positions. The Court also finds that Settlement will enable the
21 Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
22 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and
23 recognizes the significant value provided to the Class.

24 7. The Court further finds and determines that the terms of the Settlement are fair,
25 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
26 finally approved, and that all terms and provisions of the Settlement should be and hereby are
27 ordered to be consummated.

28 ///

1 8. The Court finds and determines that the Settlement Payments to be paid to Participating
2 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
3 hereby grants final approval to and orders the payment of those amounts be made to the Participating
4 Class Members in accordance with the Settlement Agreement.

5 9. The Court finds and determines that the fees and expenses in administrating the
6 Settlement incurred by CPT Group, Inc., in the amount of \$10,500 are fair and reasonable. The Court
7 hereby grants final approval to and orders that the payment of that amount in accordance with the
8 Agreement.

9 10. The Court finds and determines the Class Representative Service Payment of \$5,000 to
10 Plaintiff Donna Burris is fair and reasonable. The Court hereby orders the Administrator to make this
11 payment to the Plaintiff Donna Burris, in accordance with the terms of the Settlement Agreement.

12 11. The Court finds and determines that payment to the California Labor and Workforce
13 Development Agency of \$37,500 as its share of the Settlement of civil penalties under the Private
14 Attorneys General Act is fair, reasonable, and appropriate. The Court hereby grants final approval to
15 and orders that amount be paid in accordance with the Settlement Agreement.

16 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
17 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees of \$495,000 and
18 litigation costs of \$12,547.30. The Court finds such amounts to be fair and reasonable. The Court
19 hereby orders the Administrator to make these payments in accordance with the terms of the
20 Settlement Agreement.

21 13. Without affecting the finality of this Order or the entry of judgment in any way, the
22 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
23 effectuation, and enforcement of this Order and the Agreement.

24 14. Neither Defendant nor any of the released parties ~~related persons or entities~~ shall have
25 any further liability for any of the released claims, ~~costs, expenses, interest, attorneys' fees, or for~~
26 ~~any other charge, expense, or liability, except~~ as provided for by the Agreement.

27 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
28 the Settlement Agreement or under this Order, including the requirement that Defendant make

1 payments to the Participating Class Members in accordance with the Settlement.

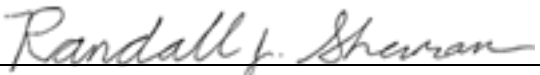
2 16. The Court hereby enters final judgment in accordance with the terms of the Settlement
3 Agreement, and the Court's Preliminary Approval Order, and this Order.

4 17. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by providing notice of
5 entry of judgment with the posting of the Order Granting Final Approval and Entering Judgment on
6 the Administrator, CPT Group, Inc.'s website.

7 18. The Parties will bear their own costs and attorneys' fees except as otherwise provided
8 by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.

9 IT IS SO ORDERED.

10
11 Dated: **November 6, 2020**



Honorable Randall J. Sherman
Judge of the Superior Court