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ATTORNEYS FOR PLAINTIFF, ROSHAWN COLDCLEUGH

ENDORSED FILED

Clerk of the Superior Court

FEB 28 2022

J. SAPP-CHUN

By

DEPUTY CLERK

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SOLANO

UNLIMITED JURISDICTION

ROSHAWN COLDCLEUGH,

PLAINTIFF,

v.

SAK HOSPITALITY, INC., A
CALIFORNIA CORPORATION; AND DOES 1-
10, INCLUSIVE,

DEFENDANTS.

) CASE No. FCS054652

) **[PROPOSED] ORDER GRANTING**
) **UNOPPOSED MOTION FOR**
) **APPROVAL OF PAGA SETTLEMENT**

1 Plaintiff Roshawn Coldcleugh's Unopposed Motion for Approval of PAGA
2 Settlement was heard by the Court on February 2, 2022 in Department 22. Appearances
3 of counsel for the parties were not necessary, as the Court issued a tentative ruling
4 granting approval of the Private Attorneys General Act ("PAGA") settlement, which was
5 not contested by the parties. After reviewing the papers filed in support of said Motion:

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

7 1. The Court grants Plaintiff's Unopposed Motion for Approval of PAGA
8 Settlement, based upon the terms set forth in the Settlement Agreement Pursuant to Private
9 Attorneys General Act (PAGA) ("Settlement Agreement"), attached as Exhibit 2 to the
10 Declaration of Kevin Woodall, which was concurrently filed in support of this motion.

11 2. This Order incorporates by reference the definitions of the Settlement
12 Agreement, and all terms defined therein shall have the same meaning in this Order.

13 3. The terms of the Settlement Agreement and this Order are binding on
14 Plaintiff and the Putative Aggrieved Employees, as well as their heirs, executors and
15 administrators, successors and assigns, and those terms shall have res judicata, collateral
16 estoppel and other preclusive effect in all pending and future claims, lawsuits or other
17 proceedings maintained by or on behalf of such persons, to the extent those claims, lawsuits
18 or other proceedings constitute the Released Claims as set forth in the Settlement
19 Agreement.

20 4. The Settlement Agreement is not an admission by Defendant or by any other
21 Released Party, nor is this Order a finding of the validity of any allegations or of any
22 wrongdoing by Defendant or any of other Released Parties. Neither this Order, the
23 Settlement Agreement, nor any document referred to herein, nor any action taken to carry
24 out the Settlement Agreement, may be construed as, or may be used as, an admission of
25 any fault, wrongdoing, omission, concession, or liability whatsoever by or against
26 Defendant or any of the Released Parties.

27 5. The Court finds the settlement sum of \$140,000 as PAGA Settlement to be
28 fair, adequate, and reasonable. Defendant will not be required to pay any additional

1 amounts in connection with the PAGA settlement other than those specifically set forth in
2 the Settlement Agreement and this Order.

3 6. Plaintiff shall serve a copy of the Settlement Agreement to the Labor
4 Workforce Development Agency ("LWDA") immediately, if she has not already done so.
5 Plaintiff shall also serve a copy of this signed Order to the LWDA within ten (10) business
6 days of entry of this Order.

7 7. The Court approves the \$80,000 in attorney's fees and costs. The attorney's
8 fees and costs are reasonable in light of the work performed and expenses incurred in this
9 case. Other than this amount of attorney's fees, Plaintiff and the Putative Aggrieved
10 Employees shall bear their own attorneys' fees, costs and expenses incurred by them in or
11 arising out of this Action.

12 8. The Court approves the claims administrator, Simpluris Class Action
13 Settlement Administration ("Simpluris"), and finds the \$3,200 payment to Simpluris to be
14 reasonable based upon the work to be performed. The Court orders Simpluris to administer
15 and distribute payment of the Settlement in accordance with its terms.

16 9. The Court further orders, adjudges and decrees that Plaintiff and the PAGA
17 Settlement Group Members have released and forever discharged the Released Parties from
18 and regarding the PAGA Claims for the covered period from January 25, 2019 up to and
19 including the date of this Order.

20 10. Within 10 business days of the Effective Date of the Settlement, as defined
21 in the Settlement Agreement, Defendant SAK Hospitality, Inc. ("Defendant") shall retain
22 Simpluris, transmit to Simpluris the PAGA settlement sum of \$140,000, and provide
23 Simpluris with the names and contact information of PAGA Settlement Group Members
24 and the number of pay periods worked by PAGA Settlement Group Members from January
25 25, 2019 through the date of this Order.

26 11. Within 10 business days of receipt of the PAGA settlement sum, Simpluris
27 shall determine the amounts to each PAGA Settlement Group Member and disburse the
28 payments to PAGA Settlement Group Members, along with the letter attached as Exhibit

1 A to the Settlement Agreement. At the same time, Simpluris shall disburse the
2 aforementioned attorney's fees and costs to Woodall Law Offices and disburse to the
3 aforementioned claims administration fee to Simpluris. Simpluris shall also distribute the
4 agreed upon amount to the Labor Workforce Development Agency. If any checks remain
5 uncashed after 180 days, the funds shall be paid to the cy pres recipient, the Solano County
6 Bar Association.

7 12. This shall be considered the Final Order, as defined in the Settlement
8 Agreement. The Court shall retain jurisdiction to enforce any matters related to the terms
9 of this Order and the Settlement Agreement.

10 13. Within 10 business days of this Order, Plaintiff shall submit a Request for
11 Dismissal of this entire action, with prejudice, against Defendant.

12 IT IS SO ORDERED, ADJUDGED AND DECREED.
13

14 The Clerk of the Court is hereby ordered to enter this judgment.

15
16 Dated: FEB 23 2022 ALESIA JONES
Judge of the Superior Court

PROOF OF SERVICE

I, Kevin F. Woodall, am a resident of the State of California and over the age of 18, and not a party to the within action; my business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111.

ON FEBRUARY 3, 2022, I CAUSED TO BE SERVED THE DOCUMENT(S) DESCRIBED AS:

[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT

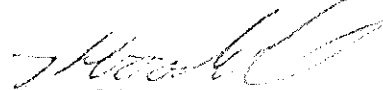
on the following interested parties at the following address:

Clarice C. Liu
LIU Employment Law Firm
Four Embarcadero Center, Suite 1400
San Francisco, CA 94111
ccl@liuemploymentlaw.com
Attorneys for Defendant, SAK Hospitality, Inc.

- ☐ (BY MAIL) I served the foregoing document(s) by U.S. mail. I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at Corte Madera, California.
- ☐ (BY FACSIMILE) I transmitted via facsimile, the document(s) listed above to the fax number(s) set forth above on this date from Corte Madera, California. The transmitting facsimile machine telephone number is (415) 413-4629.
- ☐ (BY FEDEX GROUND) I served the foregoing document(s) by placing it in a sealed envelope or container provided by Federal Express, affixing a pre-paid air bill for ground delivery, and causing the envelope or container to be delivered to a Federal Express agent or depositing it in a box or other facility regularly maintained by Federal Express.
- ☐ (BY PERSONAL DELIVERY) I caused to be personally delivered the foregoing document(s) to the individual(s) at the address(es) listed above.
- ☒ (BY EMAIL and E-SERVICE) I served the foregoing documents by sending them via email to Defendant's counsel listed above pursuant to COVID-19 local and California orders.

Executed this February 3, 2022 at Corte Madera, California.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct.


Kevin F. Woodall