

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JACQUELINE BALTAZAR an individual,
on behalf of herself, and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

WESTGATE HOTEL COMPANY, a
Corporation; SINCLAIR SERVICES
COMPANY, a Corporation; GRAND
AMERICAN HOTELS & RESORTS, INC.;
and DOES 1 through 30, Inclusive;

Defendants.

Case No. 37-2020-00005102

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 27, 2021
Time: 1:30 p.m.

Judge: Hon. Timothy Taylor
Dept.: 72

1 This matter came on for hearing on August 27, 2021 at 1:30 p.m., in front of the Hon. Timothy
2 Taylor, presiding, Plaintiffs' unopposed Motion for Order Granting Final Approval of Class Action
3 Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with Jean-Claude
4 Lapuyade, Esq. of the JCL Law Firm appearing as counsel for plaintiff JACQUELINE BALTAZAR,
5 and James M. Perterson, Esq. and Derek W. Paradis, Esq. of Higgs Fletcher & Mack LLP , appearing
6 as counsel for defendants WESTGATE HOTEL COMPANY, SINCLAIR SERVICES COMPANY,
7 AND GRAND AMERICA HOTELS & RESORTS, INC. (hereinafter collectively "Defendants").

8 The Court, having received and carefully considering the Joint Stipulation of Settlement of Class
9 Action Claims and Release of Claims and First Amendment thereto (collectively "Agreement"), the
10 supporting papers filed by the Parties, the evidence and argument received by the Court in conjunction
11 with the unopposed Motion for Preliminary Approval of Class Action Settlement heard on April 2, 2021,
12 the instant Motion for Order Granting Final Approval of Class Action and PAGA Settlement, the Court
13 grants final approval of the Settlement and HEREBY ORDERS THE FOLLOWING:

14 1. All capitalized terms used herein shall have the same meaning as defined in the Agreement
15 which was attached to the Declaration of Jean-Claude Lapuyade, Esq. as Exhibit "A".

16 2. Pursuant to the Order Granting Preliminary Approval the Notice of Pendency of Class
17 Action Settlement and Hearing Date for Court Approval was sent to each Settlement Class Member by
18 first-class mail. These papers informed the Settlement Class Members of the terms of the Settlement,
19 and of (a) their right to receive an Individual Settlement Shares, (b) their right to comment on or object
20 to the Settlement, (c) their right to request exclusion from the Settlement and pursue their own remedies,
21 and (d) their right to appear in person or by counsel at the final approval hearing and to be heard
22 regarding approval of the Settlement. Adequate periods of time were provided by each of these
23 procedures.

24 3. Following the conclusion of the Notice Period, the Settlement Administrator reports that
25 it received **zero written objections** to the Settlement and **zero written Requests for Exclusion** from the
26 Settlement.

27 4. The Court finds and determines that this notice procedure afforded adequate protections
28 to the Settlement Class and provides the basis for the Court to make an informed decision regarding

approval of the Settlement based on the responses of the Settlement Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

5. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among the Settlement Class with respect to the subject matter of the Action; (c) the claims of Class Representative JACQUELINE BALTAZAR are typical of the claims of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. of the JCL LAW FIRM, APC (hereinafter “Class Counsel”), is qualified to serve as counsel for the Class Representative and the Settlement Class.

6. The Court has certifies the Settlement Class, as that term is defined in and by the terms of the Settlement Agreement as follows:

“All of defendants WESTGATE HOTEL COMPANY, SINCLAIR SERVICES COMPANY and GRAND AMERICA HOTELS & RESORTS, INC. current and former non-exempt employees employed in California at the Westgate Hotel in San Diego between January 27, 2016 and February 14, 2020. The Settlement Class excludes any person who submits a timely and valid request for exclusion.”

7. The Court deems the definition of Settlement Class Members sufficient for purposes of California Rule of Court 3.765(a).

8. The Court hereby confirms Jean-Claude Lapuyade, Esq., of the JCL LAW FIRM, APC (“JCL”).

9. The Court hereby confirms plaintiff JACQUELINE BALTAZAR as the Class Representative in this Action.

10. The Court finds and determines that the terms set forth in the Settlement Agreement and

the Amendment are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having found that the Settlement was reached as a result of informed and non-collusive arms' length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the significant value accorded to the Settlement Class.

11. The Court further finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Settlement Class and to each member of the Settlement Class and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

12. The Court further finds and determines that Class Counsel satisfied California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private Attorney General Act ("PAGA") on March 3, 2021, and again on August 4, 2021.

13. The Court orders Class Counsel to comply with California Labor Code § 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this Order.

14. The Court finds and determines that the Individual Settlement Payments to be paid to participating members of the Settlement Class as provided for by the Settlement are fair and reasonable. The Court hereby gives final approval to and orders the payment of those amounts be made to the participating Settlement Class Members in accordance with the Settlement Agreement.

15. The Court finds and determines that payment to the California Labor and Workforce Development Agency, the PAGA Payment, of \$15,000, as its share of the settlement of civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that the payment of that amount be paid in accordance with the Settlement Agreement.

16. The Court finds and determines that the fees and expenses in administering the Settlement incurred by ILYM, Inc., in the amount of \$13,000.00, are fair and reasonable. The Court hereby gives

1 final approval to and orders that the payment of that amount in accordance with the Settlement.

2 17. The Court finds and determines the Enhancement Award in the sum of \$_____ to the
3 Class Representative is fair and reasonable. The Court hereby orders the Administrator to make this
4 payment to the Class Representative in accordance with the terms of the Settlement Agreement.

5 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
6 submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees and Costs in the
7 total sum of \$261,666.66. The Attorneys' Fees and Costs are comprised of two components. First,
8 \$246,666.66 in attorneys' fees which represents one-third of the Total Settlement Amount. Second, an
9 amount up to \$15,000.00 for actually incurred litigation costs as evidenced by Class Counsels' billing
10 reocrds. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement
11 Administrator to make these payments in accordance with the terms of the Settlement Agreement.

12 19. Without affecting the finality of this order or the entry of judgment in any way, the Court
13 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
14 effectuation, and enforcement of this order and the Settlement.

15 20. Neither Defendants nor any related persons or entities shall have any further liability for
16 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
17 for by the Settlement Agreement.

18 21. Neither the making of the Settlement Agreement nor the entry into the Settlement
19 Agreement constitutes an admission by Defendants, nor is this Order a finding of the validity of any
20 claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a concession,
21 and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons;
22 nor may any action taken to carry out the terms of the Settlement Agreement be construed as an
23 admission or concession by or against Defendants or any related person or entity.

24 22. Nothing in this order shall preclude any action to enforce the Parties' obligations under
25 the Settlement or under this order, including the requirement that Defendants make payments to the
26 participating Settlement Class members in accordance with the Settlement.

27 23. Upon completion of administration of the Settlement, the Settlement Administrator will
28 provide written certification of such completion to the Court and counsel for the Parties which shall be

1 filed with the Court five (5) court days before the non-appearance compliance hearing set for May,
2 _____, 2022 at _____ a.m., in Dept. 72.

3 24. The Court hereby enters final judgment in accordance with the terms of the Settlement
4 Agreement, the Order Granting Preliminary Approval of Class Action Settlement granted on April 2,
5 2021, and this order.

6 25. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
7 this Court's Order awarding Class Counsels' Attorneys' Fees and Costs.

8 26. Accordingly, the motions for Final Approval of Class Action Settlement and, Class
9 Counsels' Attorneys' Fees and Costs, and Enhancement Award are GRANTED and the corresponding
10 Judgment filed with the motion shall be ENTERED.

11
12 IT IS SO ORDERED.

13
14 Date: _____, 2021

JUDGE OF THE SUPERIOR COURT