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12 *Attorneys for Plaintiff Jantz Elliott*

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

09/08/2022 at 11:40:00 AM

Clerk of the Superior Court
By Chelsea Martinez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

11 JANTZ ELLIOTT, individually, and on behalf of
12 all others similarly situated,

13 Plaintiff,

14 vs.
15

16 SAGE HOSPITALITY RESOURCES, LLC, a
17 limited liability company; SAGE CLIENT 349,
18 LLC, a limited liability company; SAGE
19 CLIENT 349B, LLC, a limited liability
20 company; SAGE CLIENT 417, LLC, a limited
21 liability company; SAGE CLIENT 417B, LLC,
22 a limited liability company; SAGE CLIENT
23 439, LLC, a limited liability company; and
24 DOES 1 through 10, inclusive,

25 Defendants

Case No.: 37-2020-00043180-CU-OE-CTL

[Hon. Timothy Taylor, Dept. C-72]

**[AMENDED ~~PROPOSED~~] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Filed with the Declaration of Kane Moon,
and the Declaration of Jantz Elliott]*

FINAL APPROVAL HEARING

Date: September 2, 2022

Time: 1:30 p.m.

Dept. C-72

1 On May 27, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Jantz Elliott now seeks an order and judgment granting final
3 approval of the Class Action Settlement (collectively the "Settlement"), attached to the
4 Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class Action
5 Settlement as Exhibit 1.

6 Due and adequate notice having been given to the Settlement Class Members, as defined
7 below, and the Court having considered Plaintiff's Notice of Motion and Motion for Final
8 Approval of Class Action Settlement ("Motion"), the supporting declarations and exhibits
9 thereto, all papers filed and proceedings had herein, and the absence of any written objections
10 received regarding the proposed settlement, and having reviewed the record in the Action, and
11 good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Final Order and Judgment, refers to all defined terms
14 as set forth in the Settlement.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendants Sage Hospitality Resources, LLC; Sage Client 349,
17 LLC; and Sage Client 349B, LLC ("Defendant").

18 3. The Court finds that the Settlement appears to have been made and entered into in
19 good faith and hereby approves the settlement subject to the limitations on the requested fees
20 and enhancements as set forth below.

21 4. Plaintiff and all Settlement Class Members, shall have, by operation of this Final
22 Order and Judgment, fully, finally, and forever released, relinquished, and discharged
23 Defendants from all Released Claims as stated in the Settlement and reproduced herein.

24 5. The Parties shall bear their own respective attorneys' fees and costs, except as
25 otherwise provided for in the Settlement and approved by the Court.

26 6. Solely for purposes of effectuating the settlement, the Court finally certified the
27 following Class: all persons who were employed by any Defendant at SpringHill Suites by
28 Marriott San Diego Oceanside/Downtown located at 110 N. Myers St., Oceanside, California

92054 as an hourly paid, non-exempt employee at any time during the period beginning January 6, 2016 through September 1, 2021.

7. No Class Members have objected to the terms of the Settlement and no Class Members have requested exclusion from the Settlement.

8. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims, will release claims as follows:

a. **Identity of Released Parties.** Released Parties means Defendants, all related companies, and each of Defendants' subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors and assigns.

b. **Date Release Becomes Effective.** The Released Claims will be released upon the later of (a) if any Class Member validly submits a Notice of Objection, the date on which the time for appeals from any Order ruling on the objections or granting Final Approval of the Settlement has run; (b) the resolution of any appeal, filed by a Class Member who validly submitted a Notice of Objection, from any Orders ruling on any objection or granting Final Approval of the Settlement; or (c) in the event there are no objections submitted and/or all objections submitted have been withdrawn, then the date the Court signs an Order granting Final Approval of the Settlement.

c. **Claims Released by Settlement Class Members.** The Released Claims are all claims asserted under any applicable laws and/or regulations relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including without limitation violations or damages relating to meal periods, rest periods, pay stubs, off the clock and other unpaid regular and overtime wages, time rounding, late payment of wages, record keeping, waiting time penalties, and any related claims for violations of the

1 California Labor Code, FLSA, IWC Wage Orders, California Business and
2 Professions Code and any other laws or regulations concerning wage and hour laws,
3 and for penalties under the California Private Attorneys General Act ("PAGA"),
4 arising during the Class Period and/or PAGA Period. The Released Claims do not
5 cover or include (1) claims for Workers' Compensation, (2) claims for
6 unemployment or disability payments, (3) tort claims, or any other claims that
7 cannot be released as a matter of law. The Released Claims shall run during the

8 entire Class Period. As of the Effective Date of Settlement, each Class Member
9 who has not filed a valid Request for Exclusion shall be deemed to have fully,
10 finally, and forever released, relinquished, and discharged all Released Claims
11 during the Class Period. This waiver and release of claims shall be binding on the
12 Class Representative and all members of the Class who have not timely submitted
13 a valid Request for Exclusion, including each of their respective attorneys, agents,
14 spouses, executors, representatives, guardians ad litem, heirs, successors, and
15 assigns, and shall inure to the benefit of the Released Parties.

16 9. The Notice provided to the Class conforms with the requirements of California Rules
17 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
18 by providing individual notice to all Class Members who could be identified through reasonable
19 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
20 therein to the Class Members. The Notice fully satisfies the requirements of due process.

21 10. The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the
22 methodology used to calculate and pay each Settlement Class Member's Allocation Amount are
23 fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement Shares
24 to the Settlement Class Members in accordance with the terms of the Settlement.

25 11. Defendant shall pay the total of \$450,000.00 to resolve this litigation. Within
26 fourteen (14) calendar days of the Effective Date, Defendants shall provide the Settlement
27 Administrator with the Total Settlement Amount plus the additional payment of the employer's
28 side payroll tax amount as calculated by the administrator.

1 12. From the Gross Fund Value, \$33,750.00 shall be paid to the California Labor and
2 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
3 the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act of
4 2004, California Labor Code section 2698, et seq.

5 13. The Court hereby approves an incentive payment in the amount of \$2,500.00 to Jantz
6 Elliott for his service as class representative and for his agreement to release claims.

7 14. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian of
8 Moon & Yang, APC as Class Counsel.

9 15. From the Gross Settlement Fund, Class Counsel is awarded \$90,995.00 for their
10 reasonable attorneys' fees and \$13,626.32 for their reasonable litigation costs incurred in the
11 Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
12 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

13 16. The Court approves Settlement Administration Costs in the amount of \$12,920.20.
14 Such costs shall be paid from the Gross Settlement Fund to ILYM Group, Inc.

15 17. The Parties are ordered to have notice of this Order and Judgment sent to all Class
16 Members in accordance with CRC 3.771 (b) along with settlement payments issued via first
17 class mail to all participating Class Members at their last known addresses.

18 18. The Court approves Casa Cornelia as a proper cy pres recipient under Civil Code
19 Section 384.

20 19. This Judgment is intended to be a final disposition of the above captioned action in
21 its entirety and is intended to be immediately appealable.

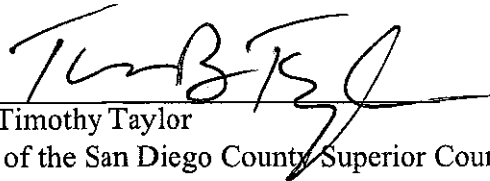
22 20. This Court shall retain jurisdiction with respect to all matters related to the
23 administration and consummation of the Settlement, and any and all claims, asserted in, arising
24 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
25 related to the Settlement and the determination of all controversies relating thereto.

26 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted,
27 and the Court directs that Judgment shall be entered in accordance with the terms of this Order.

22. The Court sets a Non-Appeal Hearing (Case Review) Re: Distribution on
_____, 2023 at _____ in Department C-72. Class Counsel is ordered to file a final report
and declaration regarding distribution no later than _____.

IT IS SO ORDERED.

DATE: 9/8/22


Hon. Timothy Taylor
Judge of the San Diego County Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
7 Los Angeles, California 90017. On September 7, 2022, I served the foregoing document described
as:

8 **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S
9 MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

12 Phillip G. Simpler (292486)
13 E-Mail: psimpler@fisherphillips.com
14 Robert D. Wilson III
15 E-Mail: rwilson@fisherphillips.com
16 Christopher M. Jevsevar
17 E-Mail: cjevsevar@fisherphillips.com
18 **FISHER & PHILLIPS LLP**
19 4747 Executive Drive, Suite 1000
20 San Diego, California 92121
21 Telephone: (858) 597-9600
22 Facsimile: (858) 597-9601

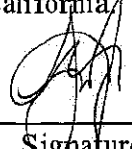
23 *Attorneys for Defendants, SAGE CLIENT 439, LLC, et al.*

24 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California.
25 The envelope was mailed with postage thereon fully prepaid. I am "readily familiar"
26 with the firm's practice of collection and processing correspondence for mailing.
27 Under that practice it would be deposited with U.S. postal service on that same day
28 with postage thereon fully prepaid at Los Angeles, California in the ordinary course
of business. I am aware that on motion of the party served, service is presumed
invalid if postal cancellation date or postage meter date is more than one day after
date of deposit for mailing in affidavit.

29 X (State) I declare under penalty of perjury under the laws of the State of
California that the above is true and correct.

30 Executed on September 7, 2022, at Los Angeles, California

31 Janelle Jickain
32 Name

33 
34 Signature