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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

OCT 03 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: CCH DEPUTY

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE**

MACKENZIE HEYMAN, individually and on  
behalf of those similarly situated,

Plaintiff,

vs.

THE RESORT AT PELICAN HILL, LLC;  
IRVINE MANAGEMENT COMPANY; THE  
IRVINE COMPANY, LLC; and DOES 1-50,  
inclusive,

Defendants.

Case No. 30-2020-01145518-CU-OE-CXC

*Assigned for All Purposes to:*  
Hon. William D. Claster  
Dept. CX101

**REVISED [PROPOSED] ORDER  
APPROVING SETTLEMENT PURSUANT  
TO PRIVATE ATTORNEYS GENERAL  
ACT OF 2004 AND JUDGMENT**

Date: September 13, 2024

Time: 9:00 a.m.

Dept.: CX101

**Res. No. 74319580**

Complaint Filed: May 26, 2020

Trial Date: None Set

1 **PROPOSED ORDER**

2 Plaintiff's Motion to Approve Settlement Pursuant to Private Attorneys General Act of 2004  
3 came before Department CX101 of the above-captioned Court on September 13, 2024 at 9:00 a.m.  
4 for a hearing. The Court, having considered all papers filed and proceedings had herein and  
5 otherwise being fully informed and good cause appearing therefore, hereby **ORDERS,**  
6 **ADJUDGES, AND DECREES AS FOLLOWS:**

7 1. Plaintiff Mackenzie Heyman ("Plaintiff") and Defendant Irvine Management  
8 Company, have agreed to a PAGA Settlement Agreement (the "Settlement Agreement" or the  
9 "Settlement") that resolves the pending claims under the California Labor Code Private Attorneys  
10 General Act of 2004 ("PAGA") against Irvine Management Company, the Resort at Pelican Hill,  
11 LLC, and The Irvine Company, LLC (together, "Defendants"). All defined terms contained herein  
12 shall have the same meanings as set forth in the Settlement Agreement.

13 2. The Court hereby grants approval of the Settlement for a Gross Settlement Amount  
14 of \$1,000,000.00 based on the terms set forth in the Settlement Agreement therein.

15 3. The Settlement Agreement was executed by Plaintiff, Plaintiff's Counsel,  
16 Defendants, and Defendants' counsel. The Court finds that the Settlement is entitled to judicial  
17 approval and meets all of the requirements for approval of a settlement under the PAGA, including  
18 that the Parties complied with Cal. Lab. Code § 2699(l)(2) by submitting a copy of the Settlement  
19 Agreement to the California Labor and Workforce Development Agency ("LWDA").

20 4. Pursuant to Cal. Lab. Code § 2699(l)(2), the Court has reviewed the Settlement and  
21 finds the settlement of PAGA claims described therein to be fair, adequate and reasonable in view  
22 of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize  
23 enforcement of state labor laws. *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77. The  
24 Court also finds that the LWDA has not objected to the terms of the Settlement. The Court further  
25 finds that no other objection to the Settlement has been received by the Court.

26 5. Upon Defendant Irvine Management Company providing the Gross Settlement  
27 Amount and Individual Settlement Amount to the Administrator, all Aggrieved Employees and  
28 Plaintiff, respectively, shall be deemed to have released Defendants and the Released Parties per the

WDC 1 terms of the Settlement Agreement. Pursuant to the California Supreme Court decision in *Arias v.*  
2 *Superior Court* (2009) 46 Cal.4th 969, 986, “with respect to the recovery of civil penalties, nonparty  
3 employees as well as the government [*i.e.*, the State of California] are bound by the judgment in an  
4 action brought under the [PAGA] . . . .” As defined in the Settlement Agreement, the non-party  
5 employees who are covered and bound by this Settlement and its waiver and release provisions are  
6 all individuals who were employed by Irvine Management Company at The Resort at Pelican Hill  
7 in California and classified as non-exempt employees during the period from April 7, 2019 to  
8 January 2, 2024.

9 6. The Court approves the following distributions:

- 10 a. Attorneys’ fees in the amount of \$333,333.00, or 33.3% of the Gross Settlement  
11 Amount. The Court finds this amount to be a reasonable result in light of the  
12 quality of the result obtained, the work performed by counsel, and the estimated  
13 lodestar. In approving this amount, the Court is not approving any particular  
14 hourly billing rates (including, for example, \$900 per hour for an “E-Discovery  
15 Manager”) proposed by counsel.
- 16 b. Litigation costs in the amount of \$27,054.72, the full amount sought.
- 17 c. Administration costs in the amount of \$9,450.00, per the administrator’s  
18 declaration.
- 19 d. Enhancement Service Award to Plaintiff of \$10,000.00. In making this award, the  
20 Court has considered both the amount of Plaintiff’s separate individual settlement  
21 and the factors discussed in *Golba v. Dick’s Sporting Goods, Inc.* (2015) 238  
22 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175  
23 Cal.App.4th 785.
- 24 e. The amount remaining is to be distributed 75% to the LWDA and 25% to the  
25 aggrieved employees as required by statute.

26 7. The Court orders that the Settlement shall be effectuated according to its terms. As  
27 provided for in the Settlement Agreement, the settlement funds shall be tendered by Defendants to  
28 ILYM Group, Inc. no later than thirty (30) days after the Effective Date.

1           8.       The administrator is to file a declaration no later than May 30, 2025 to confirm that  
2 the distribution of funds to aggrieved employees is complete. Upon receipt of the administrator's  
3 declaration, the Court will determine whether further briefing or a hearing is necessary.

4           9.       The Settlement is not an admission by Defendants, nor is this Order a finding of the  
5 validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement  
6 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement,  
7 may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
8 concession, or liability whatsoever by or against Defendants.

9           10.      The Court hereby enters judgment in the entire Action as of the filing date of this  
10 Final Order, pursuant to the terms set forth in the Settlement. Without affecting the finality of this  
11 Final Order in any way, the Court hereby retains continuing jurisdiction over the interpretation,  
12 implementation and enforcement of the Settlement and all orders entered in connection therewith  
13 pursuant to Cal. Code Civ. Proc. § 664.6.

14           11.      Plaintiff shall submit a copy of this Order to the LWDA within ten (10) days of entry  
15 of this Order.

16  
17                   **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

18  
19 Dated: \_\_\_\_\_

10-3-24



\_\_\_\_\_  
Hon. William D. Claster  
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am, and was at the time of service of the papers herein  
3 referred to, over the age of 18 years and not a party to the within action or proceeding. I am  
4 employed at Schneider Wallace Cottrell Konecky LLP located at 300 S Grand Ave, Suite 2700,  
Los Angeles, California 90071.

5 On September 30, 2024 I served the following document(s):

6 **PROPOSED ORDER (COVER SHEET)**

7 on the following person(s) listed below, as follows:

8  
9 Julie R. Trotter (SBN 209675)  
10 Jacqueline Beaumont (SBN 253776)  
11 L. Lisa Sandoval (SBN 310380)  
12 CALL & JENSEN  
13 610 Newport Center Drive, Suite 700  
Newport Beach CA 92660  
14 Tel: (949) 717-3000  
15 Tel: (949) 717-3100

*Attorneys for Defendants*

**THE RESORT AT PELICAN HILL  
LLC, IRVINE MANAGEMENT  
COMPANY, and THE IRVINE  
COMPANY LLC**

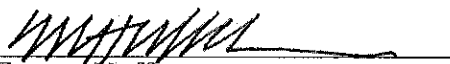
Email: jrotter@calljensen.com  
Email: jbeaumont@calljensen.com  
Email: lsandoval@calljensen.com

cc: cdaly@calljensen.com  
nberry@calljensen.com  
der@calljensen.com

16 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an  
17 electronic version of the above-referenced document to the person(s) whose email  
18 address(es) are known to me as listed above.

19 I declare under penalty of perjury under the laws of the State of California and the  
20 United States of America that the foregoing is true and correct.

21 Executed on September 30, 2024, in North Hollywood, California.

22  
23   
24 Eugene Huffman