

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

LAW OFFICES OF JAKE D. FINKEL

Jake D. Finkel, Esq. (CA Bar No. 293954)
jake@lawfinkel.com
3470 Wilshire Blvd, Suite 830
Los Angeles, California 90010
Tel: (213) 787-7411; Fax: (323) 916-0521

Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO

MARIA ZAMORA, on behalf of herself and all
others similarly situated aggrieved employees;

Plaintiffs,

v.

MARTIN RESORTS, INC. doing business as
SHORE CLIFF HOTEL, a California
Corporation; and DOES 1 through 50,
inclusive;

Defendants.

CASE NO.: 20CV-0458

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

HEARING DATE

Date: March 1, 2023
Time: 9:00 a.m.
Dept.: D4

Complaint Filed: August 28, 2020
Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the Settlement Agreement and Release of PAGA Claims
4 (the "Settlement Agreement" and/or the "Settlement") attached to the Declaration of Mehrdad
5 Bokhour as Exhibit A and submitted in support of Plaintiff's Notice of Motion and Motion to
6 Approve PAGA Representative Action Settlement ("Plaintiff's Motion"), and good cause
7 appearing, **IT IS HEREBY ORDERED** that Plaintiff's Motion is **GRANTED**, subject to the
8 following findings and orders:

9 a) All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement.

11 b) The Court hereby approves the terms set forth in the Settlement Agreement and finds
12 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
13 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
14 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
15 negotiations. The Court further finds that the Parties were able to reasonably evaluate their
16 respective positions. The Court also finds that settlement now will avoid additional and potentially
17 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
18 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
19 recognizes the significant value accorded to the PAGA Members.

20 c) The Settlement Agreement is not an admission by Defendant Martin Resorts, Inc.
21 ("Defendant"), nor is this Order a finding of the validity of any allegations or of any wrongdoing by
22 Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor
23 any action taken to carry out the Settlement Agreement, may be construed as, or may be used as, an
24 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against the
25 Defendant.

26 d) The Defendant shall pay the PAGA Members pursuant to the procedure described in
27 the Settlement Agreement.

1 e) The Court hereby confirms Mehrdad Bokhour of Bokhour Law Group, P.C., and
2 Jake Finkel, Esq. of Finkel Law as PAGA Counsel.

3 f) The Court hereby awards attorneys' fees in the amount of one-third (1/3) of the Total
4 Settlement Payment, which is \$33,333.00 in attorneys' fees and \$6,359.80 in litigation costs. The
5 Court finds that the requested Plaintiff's Counsel Payment and costs are reasonable in light of the
6 relevant factors under California law and in light of the Settlement reached. The payment of fees to
7 Plaintiff's Counsel shall be made in accordance with the terms of the Settlement Agreement.

8 h) The Defendant shall have no further liability for costs, expenses, interest, attorneys'
9 fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

10 The Court further orders, adjudges and decrees that the PAGA Members (as defined in the
11 Settlement Agreement) fully release and discharge Defendant, along with the Released Parties, of
12 the representative claims for civil penalties pursuant to the terms set forth in the Settlement
13 Agreement.

14 **IT IS SO ORDERED.**

15
16 DATED: 3/9/2023



HON. TANA L. COATES
JUDGE OF THE SUPERIOR COURT

EXHIBIT “A”

FILED

MAR 01 2023

SAN LUIS OBISPO SUPERIOR COURT
BY Alyssa R. Goriesky
Alyssa R. Goriesky, Deputy Clerk

Zamora v. Martin Resorts, Inc., 20CV-0458

Hearing: Motion for Approval of PAGA Settlement

Date: March 1, 2023

Maria Zamora, on behalf of herself and all other similarly situated aggrieved employees (Plaintiff) filed this complaint for violation of the Private Attorneys' General Act, Labor Code section 2698, et. seq. (PAGA), against Martin Resorts Inc., dba Shore Cliff Hotel (Defendant) on August 28, 2020.

Plaintiff alleges violations of PAGA stemming from Defendant's alleged 1) failure to pay all wages due, including minimum, regular, and overtime wages as a result of Defendant's policy of improperly paying its non-exempt hourly employees; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate wage statements; and (5) failure to pay wages upon ending employment of terminated or resigned employees. (Compl., ¶ 2.) Plaintiff alleges that she was employed by the Defendant from on or about February 2016 through July 2019, in a non-exempt hourly position. (Compl., ¶ 8.)

Plaintiff now moves for an order approving the parties' PAGA settlement. (Declaration of Mehrdad Bokhour (Bokhour Dec.), ¶ 4; Ex. A.) Defendant filed a notice that it does not oppose the motion. The motion is supported by declarations from Plaintiff's co-counsel, Mehrdad Bokhour and Jake Finkel, and relevant exhibits.

The PAGA statute provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab. Code, § 2699, subd. (l)(2).) In a PAGA settlement, 75% of the settlement proceeds are distributed to the Labor and Workforce Development Agency (LWDA), with the remaining 25% going to the aggrieved employees. (Lab Code, § 2699, subd. (i).) A PAGA-only settlement does not need to meet the requirements for class certification. That said, the California Supreme Court has noted that any negotiated PAGA resolution must be "fair to those affected." (*Williams v. Sup. Ct.* (2017) 3 Cal.5th 531, 549.)

Plaintiff submitted the settlement agreement to the LWDA concurrently with filing the motion on January 30, 2023. (Bokhour Dec., ¶ 41; Ex. B.)

The parties mediated with an experienced wage and hour mediator, Hon. Thierry P. Colaw (Ret.) on February 15, 2022. Although the matter did not settle at mediation, the parties were subsequently able to reach a settlement. (Bokhour Dec., ¶ 26 ; Ex. A.) Prior to the mediation, the parties conducted significant informal discovery. (*Id.*, ¶ 24; Ex. A, ¶ 20.) During the mediation the parties exchanged further information and discussed all aspects of the case, including the risks and delays of litigation, the risk associated with proceeding in a representative capacity, liability under the claims asserted, and the ability to recover and measure damages and/or penalties. (*Id.*, ¶ 20.)

Defendant denies all liability and asserted numerous defenses. (*Id.*, ¶¶ 44-48.)

Under the settlement, PAGA members are defined as, "all current and former hourly non-exempt employees of Defendant in California at any time during the PAGA Period." The number of PAGA members, including Plaintiff, is estimated to be 87 individuals who worked during the relevant time period. (Bokhour Dec. ¶ 28.) The settlement provides that Defendant will pay a total gross settlement payment of \$100,000. (*Id.*, ¶ 29.) After payment of Plaintiff's Counsel Payment, costs, Plaintiff's Enhancement Award, and Settlement Administration Costs, approximately \$39,167.00 remains as the PAGA fund. (*Id.*, ¶ 30.) The entire PAGA Fund shall be designated as PAGA civil penalties pursuant to Labor Code section 2699 to be allocated as follows: 75% (\$29,375.25) to the LWDA and 25% (\$9,791.75) to the PAGA Members (divided on a pro rata basis on each employee's proportionate number of pay periods during the settlement period.) (*Id.*, ¶ 31.) The average payment to each PAGA Member is estimated to be \$112.55. (*Id.*, ¶ 32.) The settlement is non-reversionary and does not require PAGA Members to submit a claim form. (*Id.*, ¶ 33.)

The parties allocated up to \$5,000 for settlement administration costs, and Plaintiff's counsel requests one-third of the total settlement payment, currently estimated at \$33,333.00, in fees, and ~~\$15,000.00~~ in reimbursement of actual litigation costs. (Bokhour Dec., ¶¶ 37, 39.)

HC
~~\$15,000.00~~
\$6,359.00

The Court has reviewed the parties' settlement agreement, briefs and the declarations of counsel and finds the settlement fair to those affected. Counsel are experienced in this type of litigation (see Bokhour Dec. and Declaration of Jake Finkel), mediated at arm's length in front of an experienced mediator, and were able to arrive at a settlement after consideration of the strength and weaknesses of both sides. The parties engaged in informal discovery prior to attending the mediation, which they participated in in good faith, and with the requisite information available to them to ensure a fair settlement after the mediation.

Plaintiff's motion is granted.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 450, Los Angeles, California 90067.

5 On March 1, 2023, I served the following document(s) described as **[PROPOSED]**
6 **ORDER GRANTING APPROVAL OF PAGA REPRESENTATIVE ACTION**
7 **SETTLEMENT** on the interested parties in this action by placing true copies thereof enclosed in
sealed envelopes addressed as follows:

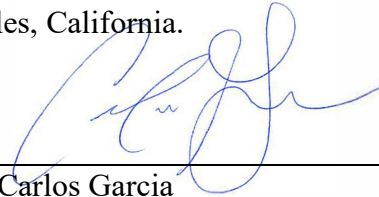
8 Larrv M. Kazanlian. Esq.
LKazanlian@pkwhlaw.com
9 PALMER KAZANJIAN WOHL
HODSON LLPC
10 2277 Fair Oaks Boulevard, Suite 455
Sacramento, California 95825

11 **Counsel for defendant Martin Resorts,**
12 **Inc. dba Shore Cliff Hotel**

13 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
14 electronic service provider First Legal to the person(s) identified above at the email address(es)
15 indicated and did not, within a reasonable time after transmission, receive any message or
communication indicating that delivery failed or that any other error had occurred which would
16 delay or caused failure in transmission and delivery of the document and/or any attachments
thereto.

17 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

18 Executed on March 1, 2023, at Los Angeles, California.

19 
20 _____
21 Carlos Garcia