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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF MARIN

13 JUAN CAAMAL,

14 Plaintiff,

15 v.

16 TRG CA EMPLOYMENT, INC., a
17 corporation; TIBURON LODGE CA
18 HOTEL MANAGER, LLC, a limited
19 liability company; and DOES 1-100,
20 inclusive,

21 Defendants.

Case No.: CIV-2001374

~~PROPOSED~~ ORDER AND JUDGMENT OF
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT

Date: April 11, 2024

Time: 9:00 a.m.

Courtroom: H

22 Before the Court are Plaintiff Juan Caamal's ("Plaintiff") Unopposed Motions for (1) Final
23 Approval of Class and Representative Action Settlement and (2) for Fees and Costs of Class Counsel,
24 Service Payment to Class Representative, and Costs of Claims Administration. Defendants TRG CA
25 Employment, Inc. and Tiburon Lodge CA Hotel Manager, LLC ("Defendants") did not oppose either
26 motion.

27 The Court held a fairness and good faith determination hearing on April 11, 2024 at 9:00 a.m.
28 in Courtroom H of the above-entitled Court. Appearances by counsel are reflected in the Court's
record. For the reasons set forth below, after fully considering all supporting papers, declarations,
evidence and arguments, the Court hereby grants both of Plaintiff's motions, hereby enters Judgment,
and makes the following determinations and Orders:

FILED

COURTESY COPY
APR 11 2024

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: Deputy

1 1. All terms used in the Order Granting Final Approval of Class and Representative
2 Action Settlement ("Order") shall have the same meaning as defined in the Class and Representative
3 Action Settlement Agreement and Release ("Settlement Agreement").

4 2. The distribution of the Class Notice to the Class as set forth in the Settlement
5 Agreement has been completed in conformity with the Court's October 18, 2023 Order Granting
6 Preliminary Approval of Class Action and PAGA Settlement. The Class Notice provided adequate
7 notice of the proceedings and about the case, including the proposed settlement terms as set forth in
8 the Settlement Agreement. The Class Notice fully satisfied due process requirements. The Class
9 Notice was sent via U.S. Mail to all persons entitled to such notice and to all Class Members who
10 could be identified through reasonable effort. As executed, the notice to the Class Members was the
11 best notice practicable under the circumstances.

12 3. For settlement purposes only, the Court finally certifies the Class as defined in the
13 Settlement Agreement, as follows:

14 All current and former nonexempt California employees of Defendants within
15 California who worked at least one shift between June 16, 2016 to September 15,
16 2022 (excluding any persons who previously settled any of the claims covered by this
17 Settlement).

18 4. Additionally, and for settlement purposes only, the Court finally certifies the following
19 subclasses:

- 20 a. The "TRG Subclass": All hourly-paid, nonexempt employees employed by TRG CA
21 Employment, Inc. in the State of California from June 16, 2016 to September 30, 2019.
22 b. The "Tiburon Lodge Subclass": All other hourly-paid, nonexempt employees employed
23 by Tiburon Lodge CA Hotel Manager, LLC in the State of California from August 20,
24 2019 through September 15, 2022.

25 5. The Court deems the Class definition sufficient for the purpose of California Rule of
26 Court 3.765(a), and solely for the purpose of effectuating the Settlement.

27 6. The Court confirms and appoints Plaintiff as Class Representative.
28

1 7. The Court confirms and appoints Mayall Hurley P.C., by and through Lead Counsel
2 Robert J. Wassermann and John P. Briscoe as Class Counsel.

3 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
4 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
5 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
6 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
7 negotiations. The Court further finds that the Parties have conducted extensive investigation and
8 research, and that their attorneys were able to reasonably evaluate their respective positions. The
9 Court also finds that settlement now will avoid additional and potentially substantial litigation costs,
10 as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed
11 the monetary recovery being provided as part of the Settlement and recognizes the significant value
12 afforded to Participating Class Members.

13 9. The Court approves the payment of \$9,000 to Simpluris for administering the
14 Settlement. The payment authorized by this paragraph shall be made in accordance with the terms
15 of the Settlement Agreement.

16 10. The Court finds that the attorneys' fees and costs requested were reasonable in light
17 of the relevant factors.

18 11. The Court awards attorneys' fees in the amount of \$69,124 to Class Counsel. The
19 fees sought by Class Counsel amount to one-third of the common fund, common in smaller wage
20 and hour class actions such as this. Class Counsel also provided the Court with the materials
21 necessary to perform a lodestar cross-check. Class Counsel calculate their lodestar fee to be
22 \$207,954.30 based on reasonable hours worked and reasonable hourly rates. Because the fees
23 requested are appropriate under both the common fund and lodestar methods, this Court grants this
24 request. The payment of fees to Class Counsel shall be made in accordance with the terms of the
25 Settlement Agreement.

26 12. The Court awards actual costs of \$8,679.67 to Class Counsel. The Court finds that
27 Class Counsel's expended costs were reasonable. Payment of costs to Class Counsel shall be made in
28 accordance with the terms of the Settlement.

1 13. The Court approves the payment of \$5,000 to Plaintiff as a class representative
2 enhancement award.

3 14. The Settlement Agreement is not an admission by Defendants or by any of the other
4 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
5 by Defendants or any of the other Released Parties. Neither this Order, the Settlement Agreement,
6 nor any document referred to herein, nor any action taken to carry out the Settlement Agreement,
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 Defendant or any of the other Released Parties.

9 15. Upon the Effective Date, each Class Member releases and discharges the Released
10 Parties from the Released Claims for the period of June 16, 2016 to September 15, 2022, as provided
11 in the Settlement Agreement.

12 16. The Court approves the settlement for civil penalties under the PAGA in accordance
13 with the terms of the Settlement Agreement.

14 17. The Parties shall bear their own respective attorneys' fees and costs except as to those
15 provided in the Settlement and this Order.

16 18. Final Approval having been granted to the Parties' Settlement, the Court hereby enters
17 Final Judgment in this matter.

18 19. A final compliance hearing is hereby set for Dec. 11 at
19 1:30 pm in this Courtroom. *H*

20 20. Pursuant to section 384 of the Code of Civil Procedure, no later than
21 Nov. 26, 2024 Class Counsel shall submit a report to the Court specifying the total amount
22 paid to Participating Class Members, and the residue of unclaimed funds that will be paid to the
23 entities identified as the recipients of such funds in the Settlement Agreement, along with a proposed
24 amended judgment. No later than five days after receipt of notice of entry of the amended judgment,
25 the Parties shall submit the amended judgment to the Judicial Council, pursuant to section 384.5 of
26 the Code of Civil Procedure, and shall file a proof of service with the Court confirming this.

27 21. Defendant TRG CA Employment, Inc. shall remit to Simpluris \$85,000, and Tiburon
28 Lodge CA Hotel Manager LLC, shall remit to Simpluris \$122,372.39, under the terms of the

1 Settlement and in this Order, within 15 calendar days of this Order. The Claims Administrator is
2 directed to mail out the checks to Participating Class Members in accordance with the terms of the
3 Settlement Agreement, and to make all of the other payments to Plaintiff, Class Counsel, the Labor
4 and Workforce Development Agency, and itself as required by the Settlement Agreement and this
5 Order.

6 22. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
7 purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters,
8 and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
9 law.

10
11 DATED: April 11, 2024

12 
13 _____
14 Judge of the Superior Court
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PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 S. Church Street, Lodi, California 95240 that is located in the county where the mailing and/or delivery below took place.

On March 15, 2024, I served the following document:

**[PROPOSED] ORDER AND JUDGMENT OF FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

addressed to:

Hillary J. Baca
Nixon Peabody
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
hbaca@nixonpeabody.com

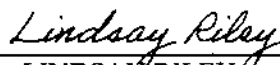
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☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on March 15, 2024, at Lodi, California.


LINDSAY RILEY