

FILED

JAN 13 2022

Superior Court of California
County of Tuolumne
By: Amy Mettles Clerk

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and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TUOLUMNE

YVONNE WELCH, on behalf of herself
and on behalf of all similarly situated
individuals,

Plaintiff,

v.

FIRST LIGHT RESORTS, LLC, a
California limited liability company, d/b/a
WEST CREEK LODGE and DOES 1
through 10, inclusive,

Defendants.

CASE NO: CV63506

*Assigned for all purposes to the Honorable Judge
Laura Krieg, Dept. 2*

CLASS ACTION

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

Date: January 6, 2022
Time: 1:30 p.m.
Dept.: 2

BY
FAX

Complaint Filed: December 11, 2020

Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came before this Court on January 6, 2022. The above-captioned Action is a class action lawsuit brought by Plaintiff Yvonne Welch ("Plaintiff" or "Welch") against Defendant First Lights Resorts, LLC ("Defendant") (all together, the "Parties"). Plaintiff alleges, on behalf of a class of certain of Defendant's current and former employees, that Defendant failed to pay all overtime wages, failed to provide meal and rest periods or compensation in lieu thereof, failed to pay wages due timely

1 upon separation of employment, and failed to comply with itemized wage statement provisions.
2 Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiff or to members
3 of the Class. Defendant contends that that it has complied at all times with California law, including
4 the California Labor Code, the Industrial Commission Wage Orders, and the California Business
5 and Professions Code.

6 On October 5, 2021, this Court entered an Order Granting Preliminary Approval of
7 Settlement, resulting in certification of the following provisional Settlement Class: "[A]ll persons
8 employed by Defendant in a non-exempt position at Rush Creek Lodge in Groveland, California
9 between December 11, 2016 and March 16, 2021."

10 That Order further directed the Parties to provide Notice to the Class, which informed absent
11 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
12 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
13 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
14 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
15 procedures to exercise that right; and (e) an explanation of the procedures for Class Members to
16 participate in the proposed settlement.

17 The Court, upon Notice having been given as required in the Preliminary Approval Order,
18 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well
19 as all papers filed, and after considering the arguments of counsel at the hearing on the motion on
20 January 6, 2022 at 1:30 p.m., hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

21 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
22 to the Action, including all members of the Settlement Class. There are 651 participating Class
23 Members (hereinafter referred to as, "Class Members").

24 2. The Court finds that the Settlement Class is properly certified for settlement
25 purposes only.

26 3. The Notice provided to the Settlement Class conforms with the requirements of
27 California Code of Civil Procedure section 382, California Civil Code section 1781, California
28

1 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
2 applicable law, and constitutes the best notice practicable under the circumstances, by providing
3 individual notice to all Class Members who could be identified through reasonable effort, and by
4 providing due and adequate notice of the proceedings and of the matters set forth therein to the
5 Class Members. The notice fully satisfied the requirements of due process.

6 4. The Court finds the settlement was entered into in good faith, that the settlement is
7 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
8 requirements for final approval of this class action settlement under California law, including the
9 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
10 3.769. The Court approves the Maximum Settlement Amount of \$600,000 to be deposited and
11 disbursed in accordance with paragraphs F and G of the Settlement.

12 5. Zero (0) Class Members have objected to the terms of the Settlement.

13 6. Zero (0) Class Members have requested exclusion from the Settlement, zero (0)
14 Class Members have submitted a dispute as to their pay period count used to compute their
15 Individual Payment Amount, and no submitted requests for exclusion were rejected for any reason.

16 7. Upon entry of this Order, compensation to the Class Members shall be affected
17 pursuant to the terms of the Settlement.

18 8. In addition to any recovery that Plaintiff may receive from the Net Settlement
19 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
20 hereby approves the payment of a Service Payment to Plaintiff Yvonne Welch in the amount of
21 Nine Thousand Dollars (\$9,000). This shall be paid from the Maximum Settlement Amount.

22 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
23 Two Hundred Thousand Dollars (\$200,000), and the reimbursement of litigation expenses in the
24 sum of Eight Thousand Thirty-Three Dollars and Thirty-Six Cents (\$8,033.36). This shall be paid
25 from the Maximum Settlement Amount.

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2 10. The Court approves and orders payment in the amount of Ten Thousand Dollars
3 (\$10,000) to ILYM Group, Inc. for performance of its settlement administration services. This
4 shall be paid from the Maximum Settlement Amount.

5 11. The Court approves and orders payment in the amount of Fifteen Thousand Dollars
6 (\$15,000) to the California Labor and Workforce Development Agency for its 75% share of PACA
7 penalties. This shall be paid from the Maximum Settlement Amount.

8 12. Upon the entry of this Order and Judgment, Plaintiff and all Class Members who
9 did not exclude themselves from the Settlement shall be subject to the released claims set forth in
10 the Settlement.

11 13. This "Judgment" is intended to be a final disposition of the above captioned action
12 in its entirety, and is intended to be immediately appealable.

13 14. This Court shall retain jurisdiction with respect to all matters related to the
14 administration and consummation of the Settlement, and any and all claims, asserted in, arising out
15 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
16 the settlement and the determination of all controversies relating thereto.

17 **IT IS SO ORDERED.** 15. Checks shall be made payable to all
18 class members. Any checks not cashed shall be forwarded to controller's
19 office per CCP 384.

20 Dated: 1/13/22

Jana J. Kriz
JUDGE OF THE SUPERIOR COURT

for Judge Frank Bayne

21 **Approved as to Form and Content:**

22 Dated: January 6, 2022

McCORMICK BARSTOW LLP

23 By: *[Signature]*

24 Christina Cusimano Tillman, Esq.

25 Justin Donner, Esq.

26 Counsel for Defendant First Light Resorts,
27 LLC
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PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301.

(For messenger) my business address is:

On January 7, 2022, I served the foregoing document described as **[AMENDED PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Christina C. Tillman, Esq.
Justin G. Donner, Esq.
**MCCORMICK, BARSTOW, SHEPPARD, WAYTE
& CARRUTH LLP**
7647 North Fresno Street
Fresno, California 93720

On the above date:

☒ (BY ~~U.S. MAIL~~ ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of 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.

☐ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

☐ (BY FACSIMILE TRANSMISSION) On January 7, 2022, at _____ a.m./p.m., at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (_____) _____. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

☐ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

☐ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 7, 2022, at Calabasas, California.


JEREMY REYES