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VENTURA SUPERIOR COURT

04/26/22

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11 RANDY MORROW, individually and
on behalf of all other Aggrieved Employees

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA**

14 RANDY MORROW, individually and
on behalf of all other Aggrieved Employees,

15 Plaintiff,

17 v.

18 VACASA, LLC, an Oregon Limited Liability
Company, and
19 DOES 1 through 50, inclusive,

20 Defendants.

Case No. 56-2021-00549414-CU-OE-VTA

**~~PROPOSED~~ ORDER APPROVING PAGA
SETTLEMENT; JUDGMENT**

Complaint Filed: January 4, 2021
Department: 43
Judge: Hon. Benjamin F. Coats

Motion Hearing Date: May 26, 2022
Motion Hearing Time: 8:30 a.m.
Reservation Number: 2640185

24 Pursuant to Plaintiff's Motion for Approval of PAGA Settlement and all submissions in support
25 thereof and good cause appearing:

26 **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings
27 and orders:

28 1. The Court hereby approves the terms set forth in the PAGA Settlement for settlement of

**VENTURA
SUPERIOR COURT
FILED**

JUN 02 2022

BRENDA L. McCORMICK
Executive Officer and Clerk
By: _____, Deputy

ELIZABETH MULLER

1 PAGA claims under Cal. Lab. Code section 2699(a)(2), finds the PAGA Settlement is, in all respects,
2 fair, adequate, and reasonable, and directs the Parties to effectuate the PAGA settlement according to the
3 terms set forth in the PAGA Settlement. The Court finds that the Parties were able to reasonably evaluate
4 their respective positions. The Court also finds that settlement now will avoid potentially substantial
5 litigation costs, as well as delay and risks if the Parties were to continue to litigate the PAGA claims.

6 2. Vacasa, LLC ("Defendant" or "Vacasa") shall pay the gross non-reversionary common
7 fund of Three Hundred and Sixty Nine Thousand Two Hundred and Eight Five Dollars (\$369,285), with
8 the following terms:

9 a. Two Hundred Twenty Thousand One Hundred and Twelve Dollars and Ninety
10 Five Cents (\$220,112.95) of this amount shall be allocated for payment to the LWDA and
11 Aggrieved Employees (i.e., all 1,130 current and former non-exempt workers in California who
12 were employed by Defendant at any time from October 8, 2019, though the date of approval of
13 this settlement in the state of California) for settlement of PAGA claims (the "PAGA Payment").

14 b. Seventy-Five Percent (75%) of the PAGA Payment shall be paid directly to the
15 Department of Industrial Relations Accounting Unit and Twenty-Five Percent (25%) shall be
16 distributed to approximately 1,130 Aggrieved Employees in a pro rata share based on the number
17 of pay periods worked for VACASA, LLC from October 8, 2019, though the date of approval of
18 this settlement (i.e., the date of the PAGA Settlement);

19 c. The non-reversionary common fund will also include: (i) One Hundred Twenty
20 One Thousand Eight Hundred and Sixty Four Dollars and Five Cents (\$121,864.05) allocated to
21 Plaintiff's counsel for attorneys' fees, and \$7,308 allocated as out-of-pocket litigation costs; (ii)
22 administrative costs (estimated not to exceed \$10,000); and (iii) the enhancement payment for
23 Plaintiff of Ten Thousand Dollars (\$10,000).

24 3. Pursuant to the California Labor Code Private Attorneys General Act ("PAGA"), Cal.
25 Lab. Code §§ 2699(l)(2), (l)(4), the Labor Workforce and Development Agency ("LWDA") has been
26 given notice of the Settlement. On the date Plaintiff filed the motion seeking approval of the Settlement
27 with the Court, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the
28 Settlement. Plaintiff's Notice of Settlement to the LWDA complied with the requirements of PAGA.

4. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the "Aggrieved Employees" or the "PAGA Claim Employees": all current and former non-exempt employees of Vacasa in California who were employed by Defendant at any time from October 8, 2019, though the date of approval of this settlement.

5. The Notice of PAGA Settlement and Release of Claims, attached hereto, fairly and adequately describes the Action, the approved Settlement, and is the best notice practicable under the circumstances.

6. The Court approves the following release of claims:

Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, in this Action, release Defendant, its parent, subsidiary, and affiliated companies, owners, members, partners, officers, directors, predecessors, successors, assigns, agents, shareholders, investors, insurers and legal representatives ("Released Parties") for penalties under the California Labor Code Private Attorneys' General Act ("PAGA") predicated on the violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558(a), 558(c), 1174, 1174.5 1194, 1197, 1197.1, 1198, 2699(a), 2699(f), 2699.3, and 2699.5 and Industrial Welfare Commission Order No. 2001-5 based on the facts as alleged in the Complaint that accrued at any time between October 8, 2019 through the date of approval of this Agreement ("Released Claims"), pursuant to the Agreement.

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all PAGA Claim Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiff, the State of California or any PAGA Claim Employee to bring a PAGA claim on behalf of the LWDA based on the Released Claims is completely and forever foreclosed. Any Party to this Agreement may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time between October 8, 2019 to the date of approval of this Agreement.

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The PAGA Claim Employees waive any rights provided by California Civil Code Section 1542 as to the PAGA Released Claims only, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

7. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to calculate each PAGA Claim Employee Settlement Award, in accordance with the Settlement is approved under Cal. Lab. Code § 2699(1)(2).

8. The Court authorizes the Settlement Administrator to calculate and pay the PAGA Claim Employee Settlement Awards, in accordance with the terms of the Settlement.

9. The Court retains exclusive and continuing jurisdiction over this Action for the purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the Settlement.

10. Nothing in this Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Judgment simply represent a compromise of disputed allegations.

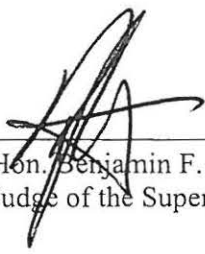
JUDGMENT

1. In accordance with and for the reasons stated in the Order, Judgment is hereby entered consistent with the terms of this Order.

2. This Judgment is intended to be a final disposition of and dismissal of the Lawsuit in its entirety, with prejudice.

IT IS SO ORDERED.

Dated: 05/25/2022


Hon. Benjamin F. Coats
Judge of the Superior Court