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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

ANTONIO ESPINOZA, individually and on
behalf of all others similarly situated,

PLAINTIFF,

vs.

SILVERADO RESORT SERVICES GROUP,
LLC, a Delaware limited liability company; and
DOES 1-10, inclusive;

DEFENDANTS.

Case No. 21CV001300

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

Date: October 12, 2022

Time: 8:30 a.m.

Dept.: A

Judge: Hon. Cynthia P. Smith

FILED

OCT 12 2022

CLERK OF THE NAPA SUPERIOR COURT
BY *mm*
DEPUTY

1 On October 12, 2022, the Court held a hearing on Plaintiff Antonio Espinoza ("Plaintiff") Motion
2 for Final Approval of Class Action Settlement and Attorneys' Fees and Costs between Plaintiff and
3 Defendant Silverado Resort Services Group, LLC. ("Defendant").

4 Due and adequate notice having been given to Class Members, and the Court having considered the
5 Joint Stipulation and Class Action Settlement Agreement (the "Settlement" or "Settlement Agreement"),
6 all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had
7 herein, all oral and written comments received regarding the proposed settlement, and having reviewed the
8 record in this litigation, and good cause appearing, the Court GRANTS final approval of the Settlement
9 and **HEREBY ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS**
10 **AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

11 1. All terms used in this Revised Order Granting Final Approval of Class Action Settlement
12 and Final Judgment (the "Order and Judgment") shall have the same meanings given as those terms are
13 used and/or defined in the parties' Settlement Agreement.¹

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
17 Agreement, and as follows:

18 *All individuals employed in hourly or non-exempt positions by Defendant in California*
19 *for the period from April 6, 2020 to January 11, 2022 (the "Class Period").*

20 4. The Court deems this definition sufficient for the purpose of California Rule of Court
21 3.765(a) and for the purpose of effectuating the Settlement.

22 5. The Court finds that an ascertainable class of 540 Class Members (excluding the two
23 individuals who opted out) exists and a well-defined community of interests exists in the questions of law
24 and fact involved because in the context of the Settlement: (i) all related matters, predominate over any
25 individual questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
26 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have fairly and

27
28 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 1 to the Declaration of Crag J. Ackermann in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and is made a part of this Order.

adequately represented and protected the interest of the Class Members.

6. The Court is satisfied that CPT Group, Inc. ("CPT Group"), which functioned as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that comports with California Rule of Court 3.766. The Class Notice informed the Class Members of the Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time to respond and to act were provided by each of these procedures.

7. Not a single Class Member filed or submitted a written objection to the Settlement as part of this notice process.

8. Two Class Members opted out of the Settlement. The individuals who opted out of the settlement are: Anai Yuriana Bogarin and Nicole Wolff. They are not subject to the Class Release and will not receive class settlement funds but will receive their PAGA allocation.

9. Not a single Class Member disputed his settlement share.

10. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

11. The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all Participating Class Members.

12. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

13. The Court also finds that Settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, and the Court concludes that Class Counsel secured significant relief for Class

Members.

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

15. The Court appoints Plaintiff Antonio Espinoza as Class Representative and finds him to be adequate.

16. The Court appoints Craig J. Ackermann and Avi Kreitenberg of Ackermann & Tilajef, P.C. and Hengameh S. Safaei and Rana Nader of Proxy Law Firm, LLP as Class Counsel, and finds each of them to be adequate, experienced, and well-versed in similar class action litigation.

17. The terms of the Agreement, including the gross settlement amount of **\$273,300.00**, and the individual Settlement Shares, are fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval of the Settlement set forth in the Agreement, subject to this Order. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

- a. The **\$10,000.00** designated for payment to CPT Group, the Settlement Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to make, the payment to the Settlement Administrator in accordance with the Agreement.
- b. The **\$91,099.00** requested by Plaintiff and Class Counsel for the Class Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.
- c. The Court awards **\$5,789.65** in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of and orders the Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the Agreement and divided between counsel in proportion with their respective costs expenditures.

1 d. The **\$10,000.00** requested by Plaintiff for his Class Representative Payment is fair and
2 reasonable. The Court grants final approval of and orders the Class Representative Payment
3 to be made in accordance with the Agreement.

4 e. The Court grants final approval of the **\$9,000.00** PAGA payment to the LWDA and orders
5 the payment to be made in accordance with the Agreement.

6 18. The Court orders the Parties to comply with and carry out all terms and provisions of the
7 Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order, in which
8 case the provisions of this Order shall take precedence and supersede the Settlement.

9 19. Nothing in the Settlement or this Order and Judgment purports to extinguish or waive
10 Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these
11 claims in this case if the Settlement fails to become final or effective, or in any other case without limitation.
12 The Settlement is not an admission by Defendant, nor is this Order and Judgment a finding of the validity
13 of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. Neither the
14 Settlement nor this Order and Judgment is a finding that certification of the Class is proper for any purpose
15 or proceeding other than for settlement purposes.

16 20. All Participating Class Members shall be bound by the Settlement and this Order, including
17 the Release of Claims² in favor of Defendant and the other Released Parties³ as set forth in the Agreement,
18 and are permanently barred and enjoined from prosecuting against Defendant and the other Released
19 Parties any and all of Class Members' Released Claims as defined in the Agreement.

20 21. Plaintiff is bound to the release of claims against Defendant and the other Released Parties
21

22 ² "Released Claims" means any and all claims, obligations, demands, rights, causes of action, and liabilities against Defendant
23 Silverado or the Released Parties (as defined below) during the Class Period and the PAGA Period, under Labor Code Sections
24 1194, 1197, 1197.1, 1198, 1199, 204, 210, 226, 226.7, 2802, and/or 2699 et seq. ("PAGA"), which either have been asserted or
25 which could have been asserted in the LWDA Letter, based on the facts, claims and/or allegations stated in such documents,
26 including for failure to pay for minimum wage for all compensable time, failure to provide compliant rest periods, failure to
27 provide complete and accurate wage statements, failure to pay timely wages, failure to reimburse all business expenses, waiting
28 time penalties, and/or all penalties under and California's applicable Wage Order, under PAGA, under any other statute or
common law, or for any recovery under California Business and Professions Code Section 17200 et seq. based on the foregoing.
(S.A., ¶ I.CC).

³ "Released Parties" means Silverado and any of its current, former, and future parent, subsidiary, and affiliated companies, and
its/their agents, officers, shareholders, directors, employees, including successors and assigns, related or affiliated companies'
predecessors and successors; and, with respect to all such entities, all of its/their past and present employees, officers, directors,
stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees,
administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under or in concert with any
such persons or entities. (S.A., ¶ I.DD).

as set forth in the Settlement Agreement and is permanently barred from prosecuting against Defendant and the other Released Parties any and all of Plaintiff's Released Claims as defined in the Agreement.

22. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

23. The Court approves the one hundred eighty (180) day period for cashing of checks. Any funds associated with stale checks that have not been cashed within one hundred eighty days (180) days will be distributed pursuant to Code of Civil Procedure section 384 to Bet Tzedek Legal Services, a California nonprofit that qualifies for distribution under CCP §384(c).

24. No later than thirty calendar days after the Effective Final Settlement Date Defendant shall pay or cause to be paid the Gross Settlement Amount. Within fifteen calendar days after the (1) Settlement is funded or (2) the Effective Final Settlement Date, whichever is later, the Settlement Administrator shall calculate and pay all payments due under the Settlement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Incentive Award, the PAGA Payment, and the Settlement Administration Costs.

25. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for purposes of implementing the terms of the settlement, such as requiring the filing of a final report on distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement administration matters, and addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

26. This Final Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims released by the Settlement Agreement, against Defendant.

27. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the status of distribution within sixty (60) days after all funds have been distributed.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 10/12/22


HON. CYNTHIA P. SMITH
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA