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1 **ACKERMANN & TILAJEF, P.C.**
2 Craig J. Ackermann (SBN 229832)
3 cja@ackermanntilajef.com
4 1180 South Beverly Drive, Suite 610
5 Los Angeles, California 90035
6 Telephone: (310) 277-0614
7 Facsimile: (310) 277-0635

8 **PROXY LAW FIRM LLP**
9 Rana Nader (SBN 247182)
10 nader@proxylawfirm.com
11 Hengameh S. Safaei (SBN 248048)
12 safaei@proxylawfirm.com
13 10880 Wilshire Boulevard, Suite 1101
14 Los Angeles, California 90024
15 Telephone: (310) 853-8333
16 Facsimile: (310) 861-5931

17 Attorneys for Plaintiff, the Proposed Settlement Class, the LWDA, and the Aggrieved Employees

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

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

22 Plaintiff,

23 v.

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

27 Defendant.

Case No. 21CV001300

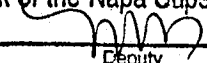
28 **[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 20, 2022
Time: 8:30 a.m.
Dept.: A
Judge: Hon. Cynthia P. Smith

FILED

APR 20 2022

Clerk of the Napa Superior Court

By: 
Deputy

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 The Motion for Preliminary Approval of a Class Action Settlement came before this Court on
3 April 20, 2022, the Honorable Victoria E. Wood presiding. The Court having considered the papers
4 submitted in support of the application of the parties, HEREBY ORDERS THE FOLLOWING:

5 1. The Court grants preliminary approval of the Settlement and the Settlement Class based
6 upon the terms set forth in the Joint Stipulation and Class Action Settlement Agreement ("Settlement
7 Agreement"). All terms used herein shall have the same meaning as defined in the Settlement
8 Agreement. The settlement set forth in the Settlement Agreement appears to be fair, adequate and
9 reasonable to the Class.

10 2. The Settlement falls within the range of reasonableness and appears to be
11 presumptively valid, subject only to any objections that may be raised at the final fairness hearing and
12 final approval by this Court.

13 3. A final fairness hearing on the question of whether the proposed Settlement, attorneys'
14 fees and costs to Class Counsel, and the Class Representative's Enhancement Award should be finally
15 approved as fair, reasonable and adequate as to the members of the Class is scheduled in Department
16 A on the date and time set forth in the implementation schedule in Paragraph 10 below.

17 4. This Court approves, as to form and content, the Notice of Class Action Settlement (the
18 "Class Notice"), in substantially in the form attached to the Settlement Agreement as Exhibit A and
19 attached hereto as **Exhibit A**. The Court approves the procedure for Class Members to participate in,
20 to opt out of, and to object to, the Settlement as set forth in the Settlement Agreement.

21 5. The Court directs the mailing of the Class Notice by first class United States mail to
22 the Class Members in accordance with the Implementation Schedule set forth below. The Court finds
23 the dates selected for the mailing and distribution of the Class Notice, as set forth in the
24 Implementation Schedule, meet the requirements of due process and provide the best notice
25 practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled
26 thereto.

27 6. It is ordered that the Class is preliminarily certified for settlement purposes only.

28 7. The Court confirms Plaintiff Antonio Espinoza as Class Representative, and Craig J.

Ackermann of Ackermann & Tilajef, P.C. and Hengameh S. Safaei and Rana Nader of Proxy Law Firm LLP as Class Counsel.

8. The Court confirms CPT Group, Inc. as the Settlement Administrator.

9. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations or the Labor Workforce Development Agency) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for requesting exclusion from the settlement has elapsed.

10. The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[Within 30 calendar days of the later of the Preliminary Approval Order or court approval of settlement notice to the Class] S.A. ¶ III(J)(2)(a)
b.	Deadline for Settlement Administrator to mail Class Notice to Class Members	[Within 10 days of the later of the receipt of the Class Member Information from Defendant] S.A. ¶ III(J)(2)(b)
c.	Deadline for Class Members to Object or Request to be Excluded from Settlement	[45 calendar days after the date that the Class Notice is mailed to Class Members] S.A. ¶ I(EE); III(J)(3)
d.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Award	[10 court days prior to the Final Approval and Fairness Hearing] S.A. ¶ III(J)(2)(e)
e.	Final Approval and Fairness Hearing	8/24, 2022 at 8 ³⁰ a.m./p.m.

April 27, 2022 CMC is vacated.
IT IS SO ORDERED.

Dated: 4/20/22

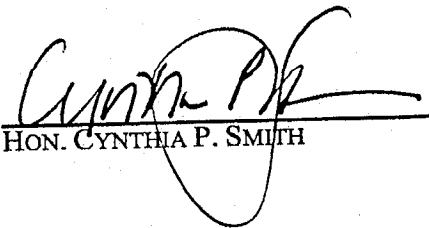

HON. CYNTHIA P. SMITH

EXHIBIT A

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NOTICE OF CLASS ACTION SETTLEMENT

Antonio Espinoza v. Silverado Resort Services Group, LLC
Superior Court of the State California, County of Napa
Case No. 21CV001300

To: All individuals employed in hourly or non-exempt positions by Defendant in California at any time from April 6, 2020 through January 11, 2022. (the "Class"):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend either in person or remotely. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [INSERT DATE] to address whether the proposed settlement should be approved ("Final Approval Hearing"). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[Name of Class Member],

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement you are estimated to receive approximately \$[INSERT AMOUNT] as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on Silverado Resort Services Group, LLC's records that you were employed by Silverado Resort Services Group, LLC in the State of California in an hourly or non-exempt position for [INSERT PAY PERIOD AMOUNT] pay periods between April 6, 2020 and January 11, 2022. For purposes of this formula, any part of a pay period shall count as one pay period. If you dispute the total number of verified weeks set forth above, you must set forth the information that you believe is correct, and submit written documentation to CPT Group, Inc, not later than [INSERT DEADLINE]. Your eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section IV. This settlement does not require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment.
EXCLUDE YOURSELF	You may "opt-out" of any connection with this case including any right to a settlement payment. You must submit your opt-out notice, as described below, on or before [INSERT DEADLINE]. All persons who validly and timely opt-out of the Settlement will not receive any settlement payment, except for his or her share of the PAGA Award if applicable, and will preserve Released Claims described in Section IV subject to applicable statute of limitations.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by submitting an objection to the settlement on or before [INSERT DEADLINE].
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. Why should I read this Notice?

The Parties have proposed to settle this class action lawsuit. You are a member of the Class. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed Settlement Agreement contains the complete terms of the Settlement, and is on file with the Court, where it is available for your review. See Section X for further information.

II. What is this lawsuit about?

A lawsuit entitled *Antonio Espinoza v. Silverado Resort Services Group, LLC* is now pending in the Superior Court of the State California, County of Napa, Case No. 21CV001300. Plaintiff Antonio Espinoza ("Plaintiff" or "Class Representative") has alleged claims against Silverado Resort Services Group, LLC ("Defendant") primarily under the California Labor Code. Plaintiff brought this lawsuit as a class action and PAGA enforcement action on behalf of himself and other similarly situated Silverado Resort Services Group, LLC employees, and is claiming that Defendant failed to pay all minimum wages owed, failed to provide timely, duty-free rest periods and/or pay rest period premiums, failed to reimburse business expenses, failed to provide complete wage statements, failed to pay timely wages, and violated Business and Professions Code sections 17200-17204. Plaintiff's Operative Complaint alleges the following causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Provide Compliant Rest Periods and/or Pay Missed Rest Period Premiums; (3) Failure to reimburse Business Expenses; (4) Failure to Provide Complete Wage Statements; (5) Failure to Pay Wages on a Timely Basis; (6) Violations of the UCL; and (7) Violations of California Labor Code § 2699 et seq. (the California Private Attorneys General Act of 2004 ("PAGA")). Plaintiff seeks a monetary recovery on behalf of the Class for the alleged violations, along with costs and fees.

Defendant contends that it has complied with all laws and denies the allegations Plaintiff is asserting in this Lawsuit. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled for or against Plaintiff as to the merits of any of his individual or class or PAGA

Questions? Please Call: _____

Notice

enforcement claims. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and that any final determination of those issues will be made at the final fairness hearing. You will not be retaliated against by Silverado Resort Services Group, LLC for electing to participate or not participate in the settlement.

III. Who is covered by the class action lawsuit and the proposed Settlement?

A. **The Class.** On [INSERT PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the Settlement and authorized this notice. The Court defined the "Class" as All individuals employed by Defendant in hourly or non-exempt positions in California from April 6, 2020 through January 11, 2022.

B. **The Effect of Membership in the Class.** If you come within the definition of the Class, you are a Settlement Class Member unless you exclude yourself from ("opt out of") the Class by following the procedures for exclusion that are set forth in this Notice. Settlement Class Members are eligible to receive the benefits created by the proposed Settlement including a settlement payment based on their pro-rata share of the Net Settlement Amount and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds, except for their share of the PAGA Award if applicable, but may pursue their own timely individual claims against Defendant subject to applicable statute of limitations.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated with Defendant by the attorneys for the Class ("Class Counsel"). Class Counsel believes that this Settlement is in the best interest of the members of the Settlement Class. As part of the proposed Settlement, Defendant and Class Counsel have agreed to the following:

Monetary Amounts Under the Settlement

- Defendant shall provide the members of the Settlement Class, on a non-claims-made basis, monetary compensation in the maximum total amount of \$273,300.00 (the "Gross Settlement Amount" or "GSA"), less amounts awarded by the Court for attorneys' fees and costs, settlement administration costs, enhancement award to the Class Representative, and PAGA Settlement Payments for penalties under the PAGA (the "Net Settlement Amount" or "NSA").
- The Settlement Administrator will calculate individual Class Members' pro-rata share of the NSA for their individual settlement payment. The Net Settlement Amount will be allocated among the members of the settlement Class on a pro rata basis based on the number of pay periods spent by Class Members in Defendant's employ. The number of pay periods that Defendant shows you worked in their employ in California is listed on the first page of this notice along with your estimated settlement share of the NSA. Portions of the NSA not claimed by Class Members who opt-out will revert back into the NSA. It is estimated that individual Class Member payments will range from \$[INSERT AMOUNT] to \$[INSERT AMOUNT], with the average being approximately \$[INSERT AMOUNT].
- Defendant, through the Settlement Administrator, shall fund the amounts awarded by the Court for attorneys' fees and costs, settlement administration expenses, enhancement award to the Class Representative, payment to the California Labor and Workforce Development Agency ("LWDA") for PAGA penalties, and the amounts owed to the Settlement Class Members within thirty calendar days of the Final Effective Date. Within fifteen calendar days of the Funding of the settlement, the settlement administrator will calculate and pay individual Class Member's pro-rata share of the NSA for their individual settlement payment.

Contemporaneous with requesting the Court approve in final the proposed Settlement, Class Counsel will apply to the Court for approval of all amounts sought in the Settlement as follows: (i) all payments to Settlement Class Members; (ii) settlement administration costs which are estimated to not exceed \$10,000 for services associated with administering the settlement; (iii) a payment of \$9,000 to the LWDA for settlement of the PAGA claims brought in this case; (iv) a \$10,000 enhancement award to the Class Representative for his service to the Class and her general release of claims; (v) an award of attorneys' fees up to the amount of \$91,099.00 (equivalent to one-third of total Gross Settlement Amount), and (vi) an award of costs up to \$12,000 for out of pocket litigation costs.

Release

- Upon the Court's final approval of the Settlement, a judgment will be entered fully and finally settling the action as to Plaintiff and all Settlement Class Members.

As a result of the Settlement and Judgment to be entered, all Class Members who do not opt out of this Action by filing a timely, valid Request for Exclusion will release any and all claims, obligations, demands, rights, causes of action, and liabilities against Defendant 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 (the "Released Parties") during the Class Period and the PAGA Period, under Labor Code Sections 1194, 1197, 1197.1, 1198, 1199, 204, 210, 226, 226.7, 2802, and/or 2699 et seq. ("PAGA"), which either have been asserted or which could have been asserted in the LWDA Letter, based on the facts, claims and/or allegations stated in such documents, including for failure to pay for minimum wage for all compensable time, failure to provide compliant rest periods, failure to provide complete and accurate wage statements, failure to pay timely wages, failure to reimburse all business expenses, waiting 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 (the "Released Claims"). Notwithstanding the above, the Parties understand and agree that the release in this Settlement does not apply to (i) those rights that as a matter of law cannot be released and/or waived, including, but not limited to, workers' compensation claims; (ii) rights or claims that may arise before or after the Class Period and/or the PAGA Period; and (iii) rights or claims regarding enforcement of this Settlement. (Collectively, the "Released Claims").

If you do **NOT** exclude yourself from the Class by following the procedures set forth in this Notice and the Court approves the proposed Settlement, you will be deemed to have entered into the release of Released Claims in the Settlement Agreement.

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement does not need to do anything. If you do not elect to exclude yourself from the Settlement and are deemed an eligible Class member, you will receive a payment should the Settlement become Final. If you are a member of the Class and you move or change your address, and you want to receive your settlement benefits at your new address, you must send a notice of your change of address to CPT Group, Inc., [INSERT ADDRESS].

VI. Who represents the Class?

The Court has designated Plaintiff Antonio Espinoza to serve as Class Representative in this lawsuit. The attorneys and law firms that serve as Class Counsel are Craig J. Ackermann of Ackermann & Tilajef, P.C. and Hengameh S. Safaei and Rana Nader of Proxy Law Firm, LLP. Class Counsel can be reached as follows:

Craig J. Ackermann, Ackermann & Tilajef, P.C., 1180 South Beverly Drive, Suite 610, Los Angeles, California 90035, (310) 277-0614
Hengameh S. Safaei and Rana Nader, Proxy Law Firm, LLP, 10880 Wilshire Boulevard, Suite 1101, Los Angeles, California 90024, (310) 853-8333

VII. What are the reasons for the Settlement?

Class Counsel agreed to enter into this proposed Settlement after weighing the risks and benefits to the Class of this Settlement compared with those of continuing the litigation. The factors that Class Counsel considered included the uncertainty and delay associated with continued litigation, a trial and appeals, and the uncertainty of particular legal issues that have yet to be determined. Class Counsel balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Class Members.

Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with lengthy litigation, and to allow it to focus on continuing to provide quality service to its customers.

VIII. What are my rights and options?

A. First, you may remain a member of the Class, represented by Class Counsel, and take no further action. If you take no further action as a Class Member, you will be represented by Class Counsel but will have the right to receive your share of the Settlement proceeds. If the Settlement is approved by the Court, you will be bound by the terms of the Settlement which will result in a release of the Released Claims. As a member of the Class, you will not be charged for the services of Class Counsel.

B. Second, you may remain a member of the Class but elect to hire your own attorney to represent you. If you do not wish to be represented by Class Counsel, you may hire your own attorney. Your attorney must send a Notice of Appearance to the Settlement Administrator at the address listed in Section V, so that it is postmarked on or before [INSERT DATE]. Even though your own attorney represents you, you will continue to be a Class Member. You will be responsible for any attorneys' fees and costs charged by your attorney.

C. Third, you may exclude yourself from the Class. If you are a member of the Class but do not want to remain in the Class, you may exclude yourself ("opt out"). If you exclude yourself from the Class, you will lose any right to participate in the Settlement including any right to receive a settlement payment, except for a share of the PAGA Award if applicable. You will also lose the right to have objections you might have to the Settlement considered by the Court before it rules on the Settlement. You will be free to pursue any claims you may have against Defendant on your own behalf subject to applicable statute of limitations, but Class Counsel will not represent you. If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [insert date]

Questions? Please Call: _____

Notice

Send the Request for Exclusion directly to the Settlement Administrator at the following address by no later than **[Insert opt-out date]**:

CPT Group, Inc.
[INSERT ADDRESS]

Any person who submits a timely Request for Exclusion from the Class Action Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement except for a share of the PAGA Award if applicable. If you want confirmation of receipt of your Opt-Out, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement regarding the claims released through the Released Claims.

D. Fourth, you may remain a member of the Class, and on your own behalf, or through your own attorney, object to the certification of the Class, to the Settlement, to the Application for Attorneys' Fees and Costs, and/or to the Application for Enhancement Award. If you do not exclude yourself from the Class, you may object to the certification of the Class, to the terms of the proposed Settlement, and/or to the applications for attorneys' fees, costs, and enhancement award. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must file with the Settlement Administrator a written objection that shall state: (a) your full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection" or other words to clearly indicate you are objecting to the Settlement; (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. Objections must be in writing and must be mailed or faxed to the Settlement Administrator, CPT Group, Inc., [INSERT ADDRESS], by no later than **[Insert deadline]** for your objection to be considered. **OBJECTIONS THAT DO NOT INCLUDE ALL REQUIRED INFORMATION, OR THAT ARE NOT SUBMITTED TIMELY, MAY NOT BE CONSIDERED BY THE COURT.** If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement.

IX. When is the court hearing and what is it for?

On **[INSERT FINAL APPROVAL HEARING DATE]**, the Court will hold a public hearing in Department A of the Superior Court for the State of California, County of Napa, 825 Brown Street, Napa, California 94559, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff's request for an enhancement award. This hearing may be continued or rescheduled by the Court without further notice. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. Face masks and/or facial coverings are required and mandatory at all times to enter any courthouse or courtroom and must be worn covering the nose and mouth. Social distancing will be observed in the courthouse and courtroom in the event you elect to appear at the hearing. If a Class Member would like to arrange to appear by telephone or video conference, please contact Class Counsel and they will make efforts to facilitate that.

X. Where can I get more information?

If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section V), for more information or to request that a copy of this Notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them – contact information noted above in Section VI. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is a summary of the basic terms of the proposed Settlement. For the precise terms and conditions of the proposed Settlement, you may review the detailed "Class Action Settlement Agreement" on file with the Clerk of the Court as well as the pleadings and other records in this litigation at the Office of the Clerk of the Napa County Superior Court, 825 Brown Street, Napa, California 94559. You must make an appointment to view documents at the Office of the Clerk. Additional information is also available through the Court's online system at **[WEBLINK]** by searching using the case number.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.