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**FILED**  
SUPERIOR COURT of CALIFORNIA  
COUNTY of SANTA BARBARA  
**02/09/2024**

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BY Chavez, Terri

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

CARMEN MARTINEZ, individually, and on  
behalf of all others similarly situated,

Plaintiff,

vs.

SYR SERVICE COMPANY, LLC, a Delaware  
limited liability corporation; SAN YSIDRO BB  
PROPERTY, LLC, a Delaware limited liability  
corporation; TY WARNER HOTELS &  
RESORTS, LLC, a Delaware limited liability  
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 21CV03118

Assigned to the Hon. Thomas P. Anderle

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES, COSTS AND  
EXPENSES, AND A CLASS  
REPRESENTATIVE SERVICE PAYMENT**

Date: February 7, 2024

Time: 10:00 a.m.

Place: Department 3

Complaint Filed: August 4, 2021

Trial Date: N/A

## ORDER AND JUDGMENT

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and a Class Representative Service Payment (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Class Action and PAGA Settlement Agreement (collectively, "Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and  
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,  
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence  
5 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the  
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and  
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court with  
8 sufficient information about the nature and magnitude of the claims being settled, as well as the  
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
10 which the Parties have agreed. Accordingly, the Court hereby approves the settlement as set forth in the  
11 Settlement Agreement and expressly finds that the settlement is, in all respects, fair, reasonable,  
12 adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all  
13 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds that  
14 settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks  
15 if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery  
16 provided by the settlement in light of the challenges posed by continued litigation, the Court concludes  
17 that the settlement provides Class Members with fair and adequate relief.

18 8. The Settlement Agreement is not an admission by Defendants or by any other Released  
19 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants  
20 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to  
21 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used  
22 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability  
23 whatsoever by or against Defendants or any of the other Released Parties.

24 9. With the exception of the one individual who opted out of the Class, final approval shall  
25 be with respect to: All persons employed by Defendant SYR Service Company, LLC within California  
26 and classified as nonexempt at any point during the period from August 4, 2017 through May 31, 2022.

27 10. Plaintiff Carmen Martinez is an adequate and suitable representative and is hereby  
28 appointed the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment

1 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the  
2 Settlement Class, and that her interests are aligned with those of the Settlement Class.

3 11. The Court hereby awards Plaintiff a Class Representative Service Payment of \$10,000  
4 for her service on behalf of the Settlement Class, and for agreeing to a general release of all claims  
5 arising out of her employment with Defendants.

6 12. The Court finds that the attorneys at Boyamian Law Inc. and Capstone Law APC have  
7 the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement  
8 Class. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to  
9 the position of Class Counsel, and hereby appoints Boyamian Law Inc. and Capstone Law APC as  
10 counsel for the Settlement Class.

11 13. The settlement of civil penalties under PAGA in the amount of \$20,000 is hereby  
12 approved. Seventy-Five Percent (75%), or \$15,000, shall be paid to the California Labor and Workforce  
13 Development Agency. The remaining Twenty-Five Percent (25%), or \$5,000, will be paid to Aggrieved  
14 Employees.

15 14. The Court hereby awards \$116,667 in attorneys' fees and \$27,898.53 in costs and  
16 expenses, combined, to Boyamian Law Inc. and Capstone Law APC. The Court finds that the requested  
17 award of attorneys' fees is reasonable for a contingency fee in a class action such as this; i.e., one-third of  
18 the common fund created by the settlement. Counsel have also established the reasonableness of the  
19 requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the rates, hours  
20 billed, and risk multiplier are fair and reasonable.

21 15. The Court approves settlement administration costs and expenses in the amount of  
22 \$11,500 to Phoenix Settlement Administrators.

23 16. All Class Members were given a full and fair opportunity to participate in the Approval  
24 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the  
25 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed  
26 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order  
27 and Judgment shall be forever binding on all Participating Class Members. These Participating Class  
28 Members have released and forever discharged the Released Parties for any and all Released Class

1 Claims during the Class Period:

2 All claims that were alleged, or reasonably could have been alleged, based on the  
3 facts stated in the Operative Complaints including, without limitation, statutory,  
4 constitutional, contractual, and/or common law claims for wages, reimbursements,  
5 damages, penalties (including penalties under the California Labor Code's Private  
6 Attorneys General Act of 2004, as amended, California Labor Code section 2698,  
7 *et seq.*), liquidated damages, interest, attorneys' fees, litigation costs, restitution, or  
8 equitable relief, including without limitation, California Labor Code sections 200,  
9 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.7,  
10 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,  
11 1199, 2698, 2800, 2802, 2810.5, California Business and Professions Code section  
12 17200, *et seq.*, any IWC Wage Orders (as codified in the California Code of  
Regulations), any and all claims involving any alleged failure to pay minimum  
wages, failure to pay wages owed, failure to provide compliant meal breaks, failure  
to provide compliant paid rest periods, wage statement violations, continuation  
wages, and unpaid vacation wages. Except as set forth in Section 5.3 of this  
Agreement, Participating Class Members do not release any other claims,  
including claims for vested benefits, wrongful termination, violation of the Fair  
Employment and Housing Act, unemployment insurance, disability, social  
security, workers' compensation, or claims based on facts occurring outside the  
Class Period.

13 17. Additionally, all Aggrieved Employees and the LWDA have released and forever  
14 discharged the Released Parties for any and all Released PAGA Claims during the PAGA Period:

15 All claims for PAGA penalties that were alleged, or reasonably could have been  
16 alleged, based on the facts stated in the Operative Complaints and the PAGA  
17 Notice including, without limitation, California Labor Code sections 201, 202,  
18 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 223, 510, 511, 512, 516, 551,  
19 552, 553, 558, 1174, 1182.1- 1182.3, 1194-1197.1, 1198, 2802, and 2698,  
20 California Business and Professions Code section 17200, *et seq.*, any IWC Wage  
Orders (as codified in the California Code of Regulations), any and all claims  
involving any alleged failure to pay minimum wages, failure to pay wages owed,  
failure to provide compliant meal breaks, failure to provide compliant paid rest  
periods, wage statement violations, continuation wages, and unpaid vacation  
wages.

21 18. Upon entry of the Order approving the settlement and judgment entered thereon and the  
22 Settlement being fully funded, Plaintiff, Class Members and all Aggrieved Employees will be forever  
23 barred from pursuing any and all of the Released Class Claims and Released PAGA Claims that arose  
24 during the covered period against the Released Parties. The terms of the Settlement Agreement, and this  
25 Judgment and Order, shall be binding on Plaintiff, Class Members, the State of California, and the  
26 Aggrieved Employees, as well as their heirs, executors and administrators, successors and assigns, and  
27 those terms shall have res judicata, collateral estoppel and other preclusive effect in all pending and  
28 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons or entities, to

1 the extent those claims, lawsuits or other proceedings constitute Released Class Claims and Released  
2 PAGA Claims as set forth in the Settlement Agreement.

3 19. Upon entry of this Order, the Court hereby enters judgment, for the reasons described  
4 above and in accordance with the terms of the Settlement Agreement. Except as otherwise provided in  
5 the Settlement Agreement, all parties shall bear their own attorneys' fees, costs, and expenses incurred by  
6 them in or arising out of the lawsuit and shall not seek reimbursement thereof from the Released Parties.  
7 Upon entry of this Judgment and Order, the Court permanently enjoins and forever bars the Plaintiff,  
8 Class Members, and/or the Aggrieved Employees from instituting or prosecuting any of the Released  
9 Class Claims and Released PAGA Claims against the Released Parties which were resolved as part of  
10 the Settlement. Without affecting the finality of this Judgment and Order in any way, the Court retains  
11 jurisdiction to enforce the terms of the Settlement.

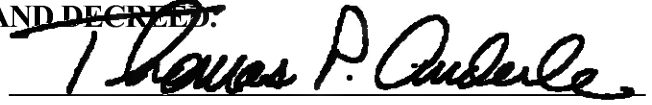
12 20. Neither this Order nor the Settlement Agreement (or any other document referred to  
13 herein, or any action taken to carry out this Order) is, may be construed as, or may be used as, an  
14 admission of liability or fault by the Released Parties, or a finding as to the validity of any claims in the  
15 Action or of any wrongdoing or violation of law that is otherwise alleged, or could have been alleged,  
16 against the Released Parties. The Settlement Agreement is not a concession by the Parties and, to the  
17 extent permitted by law, neither the Settlement Agreement nor this Judgment and Order, nor any of their  
18 terms or provisions, nor any of the negotiations or proceedings connected with them, shall be offered as  
19 evidence or received in evidence in any pending or future civil, criminal, or administrative action or  
20 proceeding to establish any liability of, or admission by the Released Parties. Notwithstanding the  
21 foregoing, nothing in this Judgment and Order shall be interpreted as prohibiting the use of this  
22 Judgment and Order in a proceeding to consummate or enforce the Settlement Agreement, or the use of  
23 this Order and Judgment to defend against the assertion of claims in any other proceeding, or as  
24 otherwise required by law. This Judgment and Order and the Settlement Agreement may be filed in any  
25 action by the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver,  
26 good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim  
27 preclusion, issue preclusion or similar defense or counterclaim.

28 21. Judgment in this matter is entered in accordance with the above findings. Without

1 affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the  
2 above-captioned action and the parties under Cal. Civ. Proc. Code § 664.4, including all Participating  
3 Class Members and Aggrieved Employees, for purposes of enforcing the terms of the Judgment entered  
4 herein.

5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

6 Dated: 02/09/2024



7 Hon. Thomas P. Anderle  
8 Santa Barbara County Superior Court Judge  
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