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12 *Attorneys for Plaintiff, Robert James Milligan*

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

ROBERT JAMES MILLIGAN, individually
and on behalf of all others similarly situated,

Plaintiff,

vs.

URBAN PARK CONCESSIONARIES, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

FILED
Superior Court of California,
County of Amador
09/12/2023 at 03:16:16 PM
By: A. CARTER, Deputy Clerk

Case No.: 22-CVC-12499

CLASS AND REPRESENTATIVE ACTION

[Honorable J. F. Hermanson, Department 1]

**AMENDED ~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING PLAINTIFF
ROBERT JAMES MILLIGAN'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: September 11, 2023

Time: 8:30 AM

Dept.: 1

ORDER AND JUDGMENT GRANTING PLAINTIFF ROBERT JAMES MILLIGAN'S MOTION
FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

BY FAX

1 The Court issued an Order Granting Plaintiff Robert James Milligan's Motion for
2 Preliminary Approval of Class and PAGA Action Settlement on March 28, 2023. Plaintiff
3 Robert James Milligan ("Plaintiff") now seeks an Order and Judgment Granting Final
4 Approval of the same Joint Stipulation of Class and PAGA Action Settlement Agreement and
5 Release ("Settlement") between Plaintiff and Defendant Urban Park Concessionaires
6 ("Defendant"), attached to the Declaration of Kane Moon in Support of Plaintiff Robert James
7 Milligan's Motion for Final Approval of Class and PAGA Action Settlement as **Exhibit 1**.

8 The Court, having considered Plaintiff Robert James Milligan's Notice of Motion and
9 Motion for Final Approval of Class and PAGA Action Settlement ("Motion"), the supporting
10 Declarations and Exhibits therein, the records and files in this Action, and the absence of any
11 written objections received regarding the Settlement; and good cause appearing, **HEREBY**
12 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

13 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all
14 Participating Class Members, all Aggrieved Employees, and Defendant.

15 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
16 set forth in the Settlement.

17 The Settlement appears to have been made and entered into in good faith and is hereby
18 approved, subject to any limitations on the requested fees and payments as set forth below.

19 For purposes of effectuating the Settlement, the following Settlement Class is hereby
20 certified: all current and former hourly non-exempt persons employed by Defendant in the
21 State of California from March 9, 2020, through March 27, 2023. *Settlement*, ¶¶ 12, 13.

22 The Parties shall bear their own respective attorneys' fees and costs, except as provided
23 for in the Settlement and approved by the Court.

24 No Class Members have objected to the terms of the Settlement, and one Class
25 Member has requested exclusion from the Settlement.

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1 Plaintiff and all Participating Class Members shall have, by operation of this Final
2 Order and Judgment, fully, finally and forever released, relinquished, and discharged all
3 Released Parties from all Released Claims as of the Effective Date, as stated in the Settlement
4 and reproduced here:

5 a. **Released Parties:** Urban Park Concessionaires, and its past, present, and future
6 parents, subsidiaries, divisions, affiliates, predecessors, successors, assigns, and
7 related companies, and each of their past, present, and future shareholders,
8 members, owners, officers, directors, employees, agents, investment bankers,
9 accountants, insurers, reinsurers, attorneys, trustees, representatives, administrators,
10 fiduciaries, beneficiaries, subrogees, executors, partners, privies, and any other
11 individual or entity which could be liable for any of the Released Claims.

12 *Settlement*, ¶ 37.

13 b. **Released Claims:** All claims, debts, liabilities, demands, obligations, damages, and
14 actions or causes of action of any kind, arising under state, federal or local law,
15 whether statutory, common law, or administrative law, at any time during the Class
16 Period, that were or could have been asserted based on the factual allegations in the
17 Operative Complaint or based on any facts discovered in the course of the Action,
18 including (without limitation), claims for failure to pay minimum or overtime
19 wages, failure to provide meal and rest periods or to pay meal and rest period
20 premiums, failure to indemnify necessary business expenses, failure to pay all
21 wages due to discharged or quitting employees, failure to provide accurate itemized
22 wage statements; claims under California Labor Code sections 201 to 204, 210,
23 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
24 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated thereunder,
25 California Business and Professions Code section 17200, et seq., and the federal
26 Fair Labor Standards Act ("FLSA," 29 U.S.C. § 201 et seq.); and claims for
27 injunctive relief, punitive damages, penalties of any nature (including PAGA civil
28 penalties and statutory penalties), interest, fees, and costs). As to federal claims

1 arising under the FLSA that could have been pleaded based on the facts pleaded in
2 the Operative Complaint, such claims shall not be released unless and until a
3 Participating Class Member signs their settlement check, which will constitute
4 consent to opt into the release of all FLSA claims that could have been pleaded
5 based on the facts pleaded in the Operative Complaint. *Settlement*, ¶ 35.

- 6 c. **Date Release Becomes Active:** Either (a) the date sixty (60) calendar days after
7 the entry of Final Judgment and Order Approving Settlement, if no motions for
8 reconsideration and no appeals or other efforts to obtain review have been filed, or
9 (b) in the event a motion for reconsideration, an appeal or other effort to obtain
10 review of the Final Judgment and Order Approving Settlement, the date sixty (60)
11 calendar days after such reconsideration, appeal or review has been finally
12 concluded and is no longer subject to review, whether by appeal, petition for
13 rehearing, petition for review or otherwise. *Settlement*, ¶ 18.

14 The Maximum Settlement Amount, Net Settlement Amount, and methodology used to
15 calculate and pay the Individual Class Settlement Payments and Individual PAGA Settlement
16 Payments are fair and reasonable. The Settlement Administrator is authorized to pay the
17 Individual Class Settlement Payments and Individual PAGA Settlement Payments to the
18 Participating Class Members and Aggrieved Employees in accordance with the terms of the
19 Settlement.

20 Defendant shall pay a total of \$580,000.00 to resolve this litigation. Defendant will
21 fund the settlement account within twenty (20) business days of the Effective Date.
22 *Settlement*, ¶ 46. The Settlement Administrator shall mail the Individual Class Settlement
23 Payments and Individual PAGA Settlement Payments within five (5) business days of the
24 receipt of funding. *Id.*

25 From the Maximum Settlement Amount, an LWDA Payment of \$37,500.00 shall be
26 paid to the California Labor and Workforce Development Agency ("LWDA"), representing
27 75% of the PAGA Allocation awarded under the terms of the Settlement, pursuant to the
28 California Private Attorneys General Act of 2004, *Labor Code* sections 2698, *et. seq.*

1 From the Maximum Settlement Amount, a Class Representative Enhancement Payment
2 in the amount of \$5,000.00 shall be paid to Robert James Milligan for his service as Class
3 Representative and general release of claims. Robert James Milligan is hereby confirmed as
4 Class Representative.

5 From the Maximum Settlement Amount, Attorneys' Fees in the amount of \$193,333.33
6 and Attorneys' Costs in the amount of \$17,620.05 shall be paid to Class Counsel for their
7 reasonable fees and actual costs incurred in furtherance of this Action. The fees and costs shall
8 be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are
9 reasonable in light of the benefit provided to the Class. Moon Law Group, PC is hereby
10 confirmed as Class Counsel.

11 From the Maximum Settlement Amount, Settlement Administration Costs in the
12 amount of \$14,800.00 shall be paid to the designated Settlement Administrator, ILYM Group,
13 Inc.

14 The Notice provided to the Class conforms with the requirements of *California Rules*
15 *of Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the
16 circumstances, providing (a) individual notice to all Class Members who could be identified
17 through reasonable effort and (b) due and adequate notice of the proceedings and matters set
18 forth therein to the Class Members. The Notice fully satisfies the requirements of Due
19 Process.

20 The Parties are ordered to have notice of this Final Order and Judgment sent to all
21 Participating Class Members and Aggrieved Employees in accordance with *California Rules*
22 *of Court* section 3.771(b), along with the Individual Class Settlement Payments and Individual
23 PAGA Settlement Payments issued via First Class U.S. Mail to their last known addresses and
24 to the LWDA, pursuant to *Labor Code* section 2699(1)(3).

25 This Judgment is intended to be a final disposition of the Action in its entirety and is
26 intended to be immediately appealable.

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

5 Plaintiff Robert James Milligan's Motion for Final Approval of Class and PAGA
6 Action Settlement is hereby granted, and the Court directs that Judgment shall be entered in
7 accordance with the terms of this Order.

8 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
9 December 11, 2023, 2023 at 8:30 am in Department 1. Class Counsel is ordered to file a
10 final report and declaration regarding distribution no later than December 1, 2023.

11 **IT IS SO ORDERED.**

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13 DATE: 9/12/23


14 Honorable J.S. Hermanson
15 Judge of the Superior Court of California for the
16 County of Amador
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On August 21, 2023, I served the foregoing document described as:

[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF ROBERT JAMES MILLIGAN'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Katherine C. Den Bleyker, Esq.
Megan Childress, Esq.
O'HAGAN MEYER LLP
550 S. Hope St., Suite 2400
Los Angeles, CA 90071
Tel: 213-423-6001
kdenbleyker@ohaganmeyer.com
mchildress@ohaganmeyer.com
jwhitbeck@ohagameyer.com

Attorneys for Defendant

☒ **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the 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.

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

Executed this, **August 21, 2023** at Los Angeles, California.

Janelle Jickain
Type or Print Name

Signature

AMADOR COURT-RECEIVED
'23 AUG 21 PM1:28:51