

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn “Mai” Tulyathan (State Bar No. 316704)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Attorneys for Plaintiff and the Aggrieved Employees

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

STEVEN WILLIAMS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

XANTERRA PARKS & RESORTS, INC.,
a Delaware corporation, doing business as
The Oasis at Death Valley; and DOES 1
through 50, inclusive,

Defendants.

Case No.: ICSI-CVCV-2022-67661

[PROPOSED] ORDER AND JUDGMENT

Date: September 6, 2024

Time: 9:00 a.m.

Dept.: 1

Complaint Filed: February 17, 2022

Trial Date: None Set

1 Plaintiff Steven Williams (“Plaintiff”) and Defendant Xanterra Parks & Resorts, Inc.
2 (“Defendant”) (Defendant and Plaintiff are referred to herein as the “Parties”) have entered into
3 the Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement”)
4 to settle the above-captioned action subject to the Court’s approval (the “Settlement”). This
5 matter is now before the Court on Plaintiff’s Motion to Approve Settlement Agreement Pursuant
6 to the Private Attorneys General Act. The Court has read, heard, and considered all the pleadings
7 and documents submitted, and the presentations made in connection with the Motion which came
8 on for hearing on September 6, 2024.

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 The Court hereby approves the Parties’ proposed PAGA Settlement and finds that it is
11 fair, adequate, and reasonable. The Court enters FINAL JUDGMENT based on the terms set
12 forth in the Parties’ Settlement in the Gross Settlement Amount is \$415,000.00. Of this amount,
13 \$145,250.00 is awarded as attorney fees paid to Plaintiff’s Counsel; \$14,196.58 is awarded as
14 costs paid to Plaintiff’s Counsel; \$10,000.00 is awarded to Plaintiff for serving as the PAGA
15 representative and for the release of his individual claims; and \$9,995.00 is awarded as
16 settlement administration costs paid to Phoenix Settlement Administrators, the settlement
17 administrator selected by the Parties. The balance of the Gross Settlement Amount after
18 deducting 1) Settlement Administration Costs (\$9,995.00) to be paid to the Settlement
19 Administrator; (2) an Enhancement Payment (\$10,000.00) to be paid to Plaintiff; (3) an award of
20 Attorneys’ Fees (\$145,250.00) to be paid to Plaintiff’s Counsel; and (4) an award of Costs
21 (\$14,196.58) to be paid to Plaintiff’s Counsel, shall be distributed Twenty-Five Percent (25%) to
22 the Aggrieved Employees and Seventy-Five Percent (75%) to the California Labor and
23 Workforce Development Agency (“LWDA”), as provided by the PAGA.

24 This Judgment incorporates by reference the definitions in the Settlement Agreement, and
25 all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

26 This Judgment is entered as part of a Settlement and the Court has made no findings of
27 liability or provided any notice of PAGA or Labor Code violations. Defendant shall comply with
28 the terms of the Settlement and fund the Gross Settlement Amount pursuant to its terms.

1 Thereafter, the Settlement Administrator shall similarly comply with the terms of the Settlement
2 and act accordingly.

3 As a result of the Settlement and this Judgment, Plaintiff, the Aggrieved Employees, and
4 the State of California fully and finally release and are barred from prosecuting any of the claims
5 covered by the Released Claims, as defined in the Settlement, against the Released Parties.

6 The Court approves the Cover Letter attached as Exhibit A to the Settlement Agreement
7 to be distributed to the Aggrieved Employees with their settlement payments.

8 This Judgment is intended to be a final disposition in its entirety of the above captioned
9 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
10 of all matters relating to the interpretation, administration, implementation, effectuation, and
11 enforcement of the Settlement pursuant to C.C.P. § 664.6.

12 **IT IS SO ORDERED.**

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14 DATED: _____

15 HON. SUSANNE M. RIZO
16 SUPERIOR COURT OF CALIFORNIA
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