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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

JEANNE BECKMAN on behalf of
herself, all others similarly situated,
and on behalf of the general public,

Plaintiff,

vs.

BRASWELL LEISURE MANOR
LTD. A CALIFORNIA LIMITED
PARTNERSHIP; and DOES 1-100,

Defendants.

Case No.: CIVSB2209750

*[Assigned for All Purposes to the
Honorable Jessica Morgan, Dept. S-26]*

**[PROPOSED] ORDER GRANTING PLAINTIFF
JEANNE BECKMAN'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT AND JUDGMENT**

Date: December 2, 2024
Time: 8:30 a.m.

Complaint Filed: May 11, 2022
Trial Date: Not Set Yet

1 **I. RECITALS**

2 This action is currently pending before this Court. Plaintiff Jeanne Beckman has applied to this
3 Court for an order finally approving the settlement of this action in accordance with the Joint
4 Stipulation and Settlement Agreement (“Agreement” or “Settlement Agreement”), which together
5 with the exhibit annexed thereto, sets forth the terms and conditions for a proposed settlement and
6 entry of judgment upon the terms and conditions set forth therein. The Court has read and considered
7 the Memorandum of Points and Authorities in Support of Plaintiff’s Motion for Final Approval of
8 Class and PAGA Settlement, and the declarations submitted therewith. For purposes of this Order, the
9 Court adopts all defined terms as set forth in the Agreement.

10 **II. FINDINGS**

11 After review and consideration of the Agreement and Plaintiff’s motion for final approval and
12 the papers in support thereof, the Court hereby finds and orders as follows:

13 1. The Court has jurisdiction over the claims of the Class Members asserted in this
14 proceeding and over all parties to the proceeding.

15 2. The “Class” or “Class Members” are defined to include all current and former non-
16 exempt employees of Defendant within the State of California who worked for Defendant at any time
17 commencing four (4) year preceding the filing of Plaintiff’s initial Complaint (i.e., May 11, 2018)
18 through the date the Court granted preliminary approval (i.e., July 30, 2024).

19 3. The “Aggrieved Employees” are defined to include all current and former non-exempt
20 employees of Defendant within the State of California who worked for Defendant at any time
21 commencing one (1) year preceding the filing of Plaintiff’s First Amended Complaint (i.e., June 27,
22 2023) through the date the Court granted preliminary approval (i.e., July 30, 2024).

23 4. The Notice of Proposed Class and PAGA Representative Action Settlement (“Class
24 Notice”) was mailed by first-class U.S. mail to Class Members in English and Spanish. The Class
25 Notice informed Class Members of the material terms of the settlement, of their right to receive a *pro*
26 *rata* portion of the Net Settlement Amount, of their right to request exclusion from the settlement, of
27 their right to comment upon or object to the settlement and to appear in person or through counsel at
28 the Final Approval Hearing and of the date set for the Final Approval Hearing. Adequate periods of

1 time were provided by each of these procedures.

2 5. In response to the Class Notice, no member of the Class submitted a written objection
3 to the settlement or stated an intention to appear at the Final Approval Hearing. No members of the
4 Class requested to be excluded from the settlement.

5 **III. ORDER**

6 The Court having considered the papers submitted in support of the motion for preliminary
7 approval, HEREBY ORDERS THE FOLLOWING:

8 1. The Court finds that the applicable requirements of California Code of Civil Procedure
9 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the Class
10 and the settlement. The Court hereby makes final its earlier provisional certification of the Class for
11 settlement purposes, as set forth in the Preliminary Approval Order.

12 2. The Court finds and determines that this notice procedure afforded adequate protections
13 to Class Members and provides the basis for the Court to make an informed decision regarding
14 approval of the settlement based on the Class Members' response. The Court finds and determines that
15 the Class Notice was the best notice practicable under the circumstances and satisfied the requirements
16 of law and due process.

17 3. The Court further finds and determines that the terms of the settlement are fair,
18 reasonable, and adequate to the Class and to each Class Member.

19 4. Pursuant to California law, the Court hereby grants final approval of the settlement.
20 The Court finds that the settlement was reached as a result of informed and non-collusive arm's-length
21 negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted
22 extensive investigation, research, and discovery and that their attorneys were able to reasonably
23 evaluate their respective positions. The Court also finds that settlement will enable the Parties to avoid
24 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to
25 continue to litigate the case. The Court has considered the absence of objections and requests for
26 exclusion from the settlement, reviewed the monetary recovery provided as part of the settlement, and
27 recognizes the significant value accorded to the Class. Accordingly, the Court hereby approves the
28 terms set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair,

adequate, and reasonable, and directs the Parties to effectuate the settlement according to its terms.

5. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the settlement. Accordingly, the Court determines that all Class Members who did not submit a timely and valid request for exclusion from the settlement to the Settlement Administrator (“Participating Class Members”) are bound by this Order Granting Plaintiff’s Motion for Final Approval of Class and PAGA Action Settlement (“Final Approval Order and Judgment”).

6. In exchange for a portion of the Net Settlement Amount, all Participating Class Members will be bound by the following release: “The Released Class Claims include, for the entire Class Period, any and all claims, debts, liabilities, demands, actions, or causes of action that were either alleged, or that reasonably could have been alleged based on the factual allegations contained in the Lawsuit, including, but not limited to, claims pursuant to Labor Code sections, 201, 201.5, 202, 203, 205.5, 218, 218.5, 222, 223, 224, 226(a), 226.3, 226.7, 510, 512, 1174, *et seq.*, 1194, 1194.2, 1197, 2699, *et seq.*, and the Industrial Welfare Commission Wage Orders, and also any claim for unpaid wages, including under any theory of rounding, unpaid minimum wage, off-the-clock work, meal and rest period violations, waiting time penalties, itemized wage statement penalties, wages for unpaid time, other related wages, restitution, disgorgement, civil or statutory penalties, attorneys’ fees, and/or costs and all claims under the Unfair Competition Law, Business & Professions Code section 17200, *et seq.*, and/or which are alleged in the Lawsuit within the Class Period.”

7. In exchange for a portion of the PAGA Payment, all Aggrieved Employees will be bound by the following release: “The Released PAGA Claims include, for the entire PAGA Period, any and all claims belonging to the State of California, the LWDA, and Plaintiff (as representative of the State of California, the LWDA, and the general public) under the California Private Attorney General Act (“PAGA”), Cal. Lab. Code § 2698, *et seq.* to the extent such claims are predicated on claims that were or reasonably could have been alleged based on the claims, facts and/or allegations that were contained in Plaintiff’s PAGA Letter.”

8. The Court hereby confirms David Mara and Jill Vecchi of Mara Law Firm, PC, as Class

1 Counsel in this action.

2 9. The Court hereby confirms Plaintiff Jeanne Beckman as the Class Representative in
3 this action.

4 10. The Court finds and determines that the Individual Settlement Payments provided for
5 by the terms of the Settlement Agreement to be paid to the Participating Class Members are fair and
6 reasonable. The Court hereby grants final approval to and orders the payment of those amounts be
7 made to the Participating Class Members in accordance with the terms of the Settlement Agreement.

8 11. The Court finds and determines the Class Representative Enhancement Payment in the
9 sum of \$10,000 to Plaintiff Jeanne Beckman is fair and reasonable. The Court hereby orders the
10 Settlement Administrator to make the payment to the Plaintiff/Class Representative Jeanne Beckman
11 in the amount of \$10,000 for the Class Representative Enhancement Payment in accordance with the
12 terms of the Settlement Agreement.

13 12. The Court finds and determines that the payment to the Settlement Administrator,
14 Simpluris, in the sum of \$7,166 for its fee and expenses incurred and to be incurred for the notice and
15 settlement administration process is fair and reasonable. The Court hereby orders the Settlement
16 Administrator to make payment to itself in the amount of \$7,166 for Administration Costs in
17 accordance with the terms of the Settlement Agreement.

18 13. Pursuant to the terms of the settlement, and the authorities, evidence and argument
19 submitted by Class Counsel, the Court hereby approves of an Attorney Fee Award in the sum of
20 \$108,322 and a Cost Award of \$13,120.85 to Class Counsel. The Court finds such amounts to be fair
21 and reasonable. The Court hereby orders the Settlement Administrator to make payment to Class
22 Counsel in the amount of \$108,322 for attorneys' fees and \$13,120.85 for litigation expenses in
23 accordance with the terms of the Settlement Agreement.

24 14. The Court finds and determines that the payment to the Labor and Workforce
25 Development Agency ("LWDA") in the sum of \$18,750 (which is 75% of the \$25,000 allocated to
26 claims under the Private Attorneys General Act of 2004 ("PAGA")), is fair and reasonable. The Court
27 hereby orders the Settlement Administrator to make the payment to the LWDA in the amount of
28 \$18,750 for the PAGA payment in accordance with the terms of the Settlement Agreement.

1 15. Neither Defendant nor any related persons or entities shall have any further liability for
2 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
3 provided for by the Settlement Agreement.

4 16. The Court finds and determines that the release contained in the Settlement Agreement
5 is appropriate and shall bind all Participating Class Members.

6 17. Nothing in this Final Approval Order and Judgment shall preclude any action to enforce
7 the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Final Approval Order
8 and Judgment, including the requirement that Defendant make payments to Participating Class
9 Members in accordance with the Settlement Agreement.

10 18. The Court finds and determines that nothing in the Settlement Agreement or this Final
11 Approval Order and Judgment (1) is intended or will be construed as an admission of liability or
12 wrongdoing by Defendant or (2) may be offered in evidence against Defendant (other than solely in
13 connection with this settlement).

14 19. The Court hereby enters final judgment in this action in accordance with the terms of
15 the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment.

16 20. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
17 for by the Settlement Agreement and this Final Approval Order and Judgment.

18 21. Without affecting the finality of this Final Approval Order and Judgment in any way,
19 the Court retains jurisdiction of all matters relating to the interpretation, administration,
20 implementation, effectuation and enforcement of this order and the Settlement.

21 **IV. JUDGMENT**

22 This Final Approval Order and Judgment shall constitute a judgment for purposes of California
23 Rule of Court 3.769(h). In accordance with, and for the reasons stated in this Final Approval Order
24 and Judgment, judgment shall be entered within the meaning and for purposes of Code of Civil
25 Procedure sections 577, 904.1(a), and California Rules of Court 3.769 and 8.104 whereby the Named
26 Plaintiff/Class Representative and all Participating Class Members shall take nothing from Defendant
27 except as expressly set forth in the Settlement Agreement, in conjunction with Plaintiff's Motion for
28 Preliminary Approval of the Class Action Settlement. The Court, pursuant to California Rule of Court

1 3.769(h), shall retain jurisdiction over the Parties to enforce the terms of the judgment.

2 **IT IS SO ORDERED.**

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4 Dated:

5 Honorable Jessica Morgan
6 Superior Court Judge
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