

FILED ✓

MAR 29 2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTESUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF DEL NORTEMELISSA ALLEN, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

CRESCENT NORTHWOODS INN, INC., a
California Nonprofit Corporation; and DOES
1 through 50, Inclusive;

Defendants.

Case No. CVUJ-2022-1192

*[Assigned for all purposes to Hon. Roger T.
Picquet, Dept. 4]***[PROPOSED] JUDGMENT**Date: March 29, 2024
Time: 8:30 a.m.Complaint filed: July 27, 2022
Trial Date: Not Assigned

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and for an Award of Class Counsel Award and Class Representative Service Award duly came on for hearing on March 29, 2024, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor, **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

1. The certification of the Settlement Class is confirmed for the purposes of settlement. The Class is defined as all individuals who were employed by Crescent Northwood Inn,

1 Inc. in California and classified as non-exempt employees who are or previously were employed by
2 Defendant and performed work in California from April 20, 2019 to October 10, 2023.

3 2. All persons who meet the foregoing definition are members of the Settlement
4 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

5 3. Except as set forth in the Agreement, the Order Granting Motion for Final
6 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members
7 of the Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys'
8 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final
9 Approval of Class Action and PAGA Settlement, and in this Final Judgment.

10 4. The Court shall retain jurisdiction to construe, interpret, implement, and
11 enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
12 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
13 distribution of settlement benefits.

14 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
15 Member who has not validly opted out, has released the "Released Class Claims" against the
16 Defendant and all of the "Released Parties" as set forth in the Agreement.

17 6. As used in paragraph 5 above, the quoted terms have the meanings set forth
18 below: The Released Class Claims are defined as all class claims alleged, or reasonably could have
19 been alleged, based on facts stated in the Operative Complaint which occurred during the Class
20 Period. Except as expressly set forth in this Agreement, Participating Class Members do not release
21 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
22 Employment and Housing Act, unemployment insurance, disability, social security, workers'
23 compensation, or claims based on facts occurring outside the Class Period.

24 7. As of the date the Defendant funds the Gross Settlement Amount, the
25 Plaintiff, the Labor and Workforce Development Agency ("LWDA"), the State of California, and
26 each "Aggrieved Employee" has released the Released Parties from the "Released PAGA Claims"
27 as set forth in the Agreement.

1 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
2 below: The Aggrieved Employees is defined as individuals who were employed by Crescent
3 Northwood Inn, Inc. in California and classified as all non-exempt employees who are or previously
4 were employed from May 19, 2021 to October 10, 2023. The Aggrieved Employees will release
5 the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged,
6 or reasonably could have been alleged based on the facts stated in the Operative Complaint, and the
7 PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include
8 other PAGA claims, underlying wage and hour claims, claims for wrongful termination,
9 discrimination, unemployment insurance, disability and workers' compensation, and claims outside
10 of the PAGA Period.

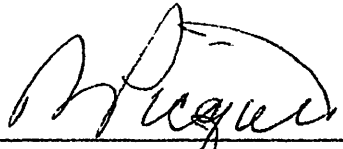
11 9. This Court hereby grants final approval and awards the following: (i)
12 \$86,666.67 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount,
13 Or Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$66,666.67) and
14 costs and expenses in the amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00);
15 (ii) the Class Representative Service Award to Class Representative, Melissa Allen, of Two
16 Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) in exchange for a general release; (iii)
17 settlement administration costs of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Apex Class
18 Actions, LLC ("Settlement Administration Cost"); and (iv) Twenty Thousand Dollars and Zero
19 Cents (\$20,000.00) (75% of the PAGA Settlement) to the Labor and Workforce Development
20 Agency ("LWDA Payment").

21 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
22 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
23 California Labor Code section 2699(1)(3).

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
25 **ORDERED.**

26 **IT IS SO ORDERED.**

27 Dated: 3/29/24


HON. ROGER T. PICQUET
JUDGE, SUPERIOR COURT OF CALIFORNIA

FILED ✓

MAR 29 2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF DEL NORTESUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF DEL NORTEMELISSA ALLEN, an individual, on behalf of
herself, and on behalf of all persons similarly
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1. The certification of the Settlement Class is confirmed for the purposes of settlement. The Class is defined as all individuals who were employed by Crescent Northwood Inn,

1 Inc. in California and classified as non-exempt employees who are or previously were employed by
2 Defendant and performed work in California from April 20, 2019 to October 10, 2023.

3 2. All persons who meet the foregoing definition are members of the Settlement
4 Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

5 3. Except as set forth in the Agreement, the Order Granting Motion for Final
6 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members
7 of the Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys’
8 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final
9 Approval of Class Action and PAGA Settlement, and in this Final Judgment.

10 4. The Court shall retain jurisdiction to construe, interpret, implement, and
11 enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
12 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
13 distribution of settlement benefits.

14 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
15 Member who has not validly opted out, has released the “Released Class Claims” against the
16 Defendant and all of the “Released Parties” as set forth in the Agreement.

17 6. As used in paragraph 5 above, the quoted terms have the meanings set forth
18 below: The Released Class Claims are defined as all class claims alleged, or reasonably could have
19 been alleged, based on facts stated in the Operative Complaint which occurred during the Class
20 Period. Except as expressly set forth in this Agreement, Participating Class Members do not release
21 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
22 Employment and Housing Act, unemployment insurance, disability, social security, workers’
23 compensation, or claims based on facts occurring outside the Class Period.

24 7. As of the date the Defendant funds the Gross Settlement Amount, the
25 Plaintiff, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
26 each “Aggrieved Employee” has released the Released Parties from the “Released PAGA Claims”
27 as set forth in the Agreement.

1 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
2 below: The Aggrieved Employees is defined as individuals who were employed by Crescent
3 Northwood Inn, Inc. in California and classified as all non-exempt employees who are or previously
4 were employed from May 19, 2021 to October 10, 2023. The Aggrieved Employees will release
5 the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged,
6 or reasonably could have been alleged based on the facts stated in the Operative Complaint, and the
7 PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include
8 other PAGA claims, underlying wage and hour claims, claims for wrongful termination,
9 discrimination, unemployment insurance, disability and workers' compensation, and claims outside
10 of the PAGA Period.

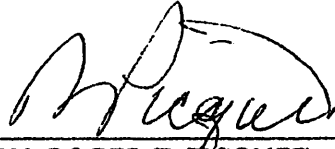
11 9. This Court hereby grants final approval and awards the following: (i)
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13 Or Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$66,666.67) and
14 costs and expenses in the amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00);
15 (ii) the Class Representative Service Award to Class Representative, Melissa Allen, of Two
16 Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) in exchange for a general release; (iii)
17 settlement administration costs of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Apex Class
18 Actions, LLC ("Settlement Administration Cost"); and (iv) Twenty Thousand Dollars and Zero
19 Cents (\$20,000.00) (75% of the PAGA Settlement) to the Labor and Workforce Development
20 Agency ("LWDA Payment").

21 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
22 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
23 California Labor Code section 2699(1)(3).

24 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
25 **ORDERED.**

26 **IT IS SO ORDERED.**

27 Dated: 3/29/24


HON. ROGER T. PICQUET
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FOR THE COUNTY OF DEL NORTEMELISSA ALLEN, an individual, on behalf of
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Defendants.

Case No. CVUJ-2022-1192

*[Assigned for all purposes to Hon. Roger T.
Picquet, Dept. 4]***[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT,
ATTORNEYS' FEE AWARD, COSTS,
AND CLASS REPRESENTATIVE
SERVICE AWARD**Date: March 29, 2024
Time: 8:30 a.m.Complaint filed: July 27, 2022
Trial Date: Not Assigned

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs, and Class Representative Service Award duly came on for hearing on March 29, 2024, before the above-entitled Court. Nicole Barvie, Esq. of Barvie Law, APC, appeared on behalf of Plaintiff Melissa Allen ("Plaintiff"). Grace Horoupian, Esq. of Fisher Phillips appearing for Defendant Crescent Northwoods Inn, Inc., (hereinafter "Defendant").

1 Based on the oral and written argument and evidence presented in connection with the
2 motion, the Court makes the following findings:

3 1. All terms used herein shall have the same meaning as defined in the Agreement.

4 2. This Court has jurisdiction over the subject matter of this litigation pending in the
5 California Superior Court for the County of Del Norte ("Court"), Case No. CVUJ-2022-1192,
6 entitled *Allen v. Crescent Northwood Inn, Inc.*, and all Parties to this litigation, including the Class.

7 **Preliminary Approval of the Settlement**

8 3. On December 5, 2023, the Court granted preliminary approval of a class-wide
9 settlement. At the same time the court approved certification of a provisional settlement class for
10 settlement purposes only. The Court confirms this Order and finally approves the settlement and
11 the certification of the Class.

12 **Notice to the Class**

13 4. The Notice Packet was mailed by first class U.S. First Class Mail to the Class Members
14 at their last known addresses on January 18, 2024. Mailing of the Notice Packet to their last known
15 addresses was the best notice practicable under the circumstances and was reasonably calculated to
16 communicate actual notice of the litigation and the proposed settlement to the members of the Class
17 Members. The Court finds that the Notice Packet provided fully satisfies the requirements of
18 California Rules of Court, Rule 3.769.

19 5. The Response Deadline for opting out or objecting was March 4, 2024. There was an
20 adequate interval between notice and deadline to permit Class Members to choose what to do and
21 act on their decision. No Class Members objected. No Class Members requested exclusion.

22 **Fairness of the Settlement**

23 6. The Agreement provides for a Gross Settlement Amount of \$200,000.00. The
24 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
25 1794, 1801.)

1 Six Dollars and Sixty-Seven Cents (\$66,666.67) and reimbursement of costs and expenses of up to
2 Twenty Thousand Dollars (\$20,000.00) is reasonable in light of the contingent nature of Class
3 Counsels' fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The
4 requested attorneys' fee award represents one-third (1/3) of the common fund, which is in the
5 reasonable range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

6 **Class Representative Service Award**

7 11. The Agreement provides for a Class Representative Service Award of up to
8 \$2,500.00 for Plaintiff, Melissa Allen, subject to the Court's approval. The Court finds that the
9 amounts of \$2,500.00 is reasonable in light of the risks and burdens undertaken by the Plaintiff in
10 this class action litigation.

11 **Settlement Administration Costs**

12 12. The Agreement provides for Settlement Administration Costs to be paid in an amount
13 not to exceed \$10,000.00. The Declaration of the Settlement Administrator provides that the actual
14 claims administration expenses were \$10,000.00. The amount of this payment is reasonable in light
15 of the work performed by the Settlement Administrator.

16 **II.**

17 **ORDERS**

18 Based on the foregoing findings, and good cause appearing, **IT IS HEREBY ORDERED:**

19 1. The Class is certified for the purposes of settlement only. The Settlement
20 Class is hereby defined to include:

21 2. All individuals who were employed by Crescent Northwood Inn, Inc. in
22 California and classified as non-exempt employees who are or previously were employed by
23 Defendant and performed work in California from April 20, 2019 to October 10, 2023.

24 3. Every person in the Class who did not opt out is a Settlement Class Member.

25 4. The Agreement is hereby approved as fair, reasonable, adequate, and in the
26 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
27 this Order and the terms of the Agreement.

1 5. Class Counsel are awarded a Class Counsel Award in the amount of
2 \$86,666.67 comprised of attorneys' fees in the amount of \$66,666.67 and litigation expenses of up
3 to \$20,000.00. Class Counsel shall not seek or obtain any other compensation or reimbursement
4 from Defendant, Plaintiff, or members of the Class.

5 6. The payment of the Class Representative Service Award to the Plaintiff in
6 the amount of \$2,500.00 is approved.

7 7. The payment of \$10,000.00 to the Settlement Administrator for Settlement
8 Administration Costs is approved.

9 8. The PAGA Settlement of \$20,000 is hereby approved as fair, reasonable,
10 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
11 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length, absent of any
12 fraud or collusion.

13 9. Final Judgment is hereby entered in this action. The Final Judgment shall
14 bind each Settlement Class Member.

15 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
16 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
17 ("PAGA").

18 11. The term "Aggrieved Employees" is hereby defined as individuals who were
19 employed by Crescent Northwood Inn, Inc. in California and classified as all non-exempt employees
20 who are or previously were employed from May 19, 2021 to October 10, 2023.

21 12. In addition to the release given by each Settlement Class Member, Plaintiff
22 also generally releases Defendant from any and all of the Released Class Claims as defined in the
23 Agreement.

24 13. The Agreement is not an admission by Defendant, nor is this Final Approval
25 Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by
26 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
27 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
28

1 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
2 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
3 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
4 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
5 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
6 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
7 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
8 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
9 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
10 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
11 or issue preclusion or similar defense as to the claims being released by the Settlement.

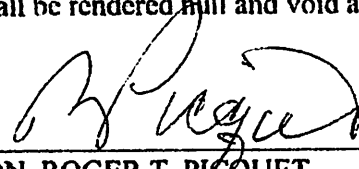
12 14. Notice of entry of this Final Approval Order and Judgment shall be given to
13 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
14 of entry of this Final Approval Order and Judgment to individual Class Members.

15 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
16 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
17 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
18 connection with the distribution of settlement benefits.

19 16. If the Settlement does not become final and effective in accordance with the
20 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
21 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
22 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

23 **IT IS SO ORDERED.**

24 Dated: 3-29-24

25 
HON. ROGER T. PICQUET
26 JUDGE, SUPERIOR COURT OF CALIFORNIA
27
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FILED ✓

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1 Based on the oral and written argument and evidence presented in connection with the
2 motion, the Court makes the following findings:

3 1. All terms used herein shall have the same meaning as defined in the Agreement.

4 2. This Court has jurisdiction over the subject matter of this litigation pending in the
5 California Superior Court for the County of Del Norte ("Court"), Case No. CVUJ-2022-1192,
6 entitled *Allen v. Crescent Northwood Inn, Inc.*, and all Parties to this litigation, including the Class.

7 **Preliminary Approval of the Settlement**

8 3. On December 5, 2023, the Court granted preliminary approval of a class-wide
9 settlement. At the same time the court approved certification of a provisional settlement class for
10 settlement purposes only. The Court confirms this Order and finally approves the settlement and
11 the certification of the Class.

12 **Notice to the Class**

13 4. The Notice Packet was mailed by first class U.S. First Class Mail to the Class Members
14 at their last known addresses on January 18, 2024. Mailing of the Notice Packet to their last known
15 addresses was the best notice practicable under the circumstances and was reasonably calculated to
16 communicate actual notice of the litigation and the proposed settlement to the members of the Class
17 Members. The Court finds that the Notice Packet provided fully satisfies the requirements of
18 California Rules of Court, Rule 3.769.

19 5. The Response Deadline for opting out or objecting was March 4, 2024. There was an
20 adequate interval between notice and deadline to permit Class Members to choose what to do and
21 act on their decision. No Class Members objected. No Class Members requested exclusion.

22 **Fairness of the Settlement**

23 6. The Agreement provides for a Gross Settlement Amount of \$200,000.00. The
24 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
25 1794, 1801.)

a. The settlement was reached through arms-length bargaining between the parties. There is no evidence of any collusion between the parties in reaching the proposed settlement.

b. The Parties' investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action litigation and have previously settled similar class claims on behalf of employees claiming compensation. All counsel recommended approval of the Settlement.

d. No objections were received. No requests for exclusion were received.

e. The participation rate is high. 200 Participating Class Members, constituting 100% of the total 200 Settlement Class Members.

7. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of the Released Class Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

8. The Agreement is finally approved as fair, adequate, and reasonable and in the best interests of the Settlement Class Members.

Attorneys' Fees and Litigation Expenses

9. The Agreement provides for a Class Counsel Award in the amount of Eight-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$86,666.67). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount, Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$66,666.67) and reimbursement of costs and expenses in the amount of up to Twenty Thousand Dollars (\$20,000.00).

10. Eight-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$86,666.67) comprised of attorneys' fees in the amount of Sixty-Six Thousand, Six Hundred Sixty-

1 Six Dollars and Sixty-Seven Cents (\$66,666.67) and reimbursement of costs and expenses of up to
2 Twenty Thousand Dollars (\$20,000.00) is reasonable in light of the contingent nature of Class
3 Counsels' fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The
4 requested attorneys' fee award represents one-third (1/3) of the common fund, which is in the
5 reasonable range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

6 **Class Representative Service Award**

7 11. The Agreement provides for a Class Representative Service Award of up to
8 \$2,500.00 for Plaintiff, Melissa Allen, subject to the Court's approval. The Court finds that the
9 amounts of \$2,500.00 is reasonable in light of the risks and burdens undertaken by the Plaintiff in
10 this class action litigation.

11 **Settlement Administration Costs**

12 12. The Agreement provides for Settlement Administration Costs to be paid in an amount
13 not to exceed \$10,000.00. The Declaration of the Settlement Administrator provides that the actual
14 claims administration expenses were \$10,000.00. The amount of this payment is reasonable in light
15 of the work performed by the Settlement Administrator.

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23 Defendant and performed work in California from April 20, 2019 to October 10, 2023.

24 3. Every person in the Class who did not opt out is a Settlement Class Member.

25 4. The Agreement is hereby approved as fair, reasonable, adequate, and in the
26 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
27 this Order and the terms of the Agreement.

1 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
2 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
3 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
4 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
5 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
6 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
7 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
8 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
9 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
10 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
11 or issue preclusion or similar defense as to the claims being released by the Settlement.

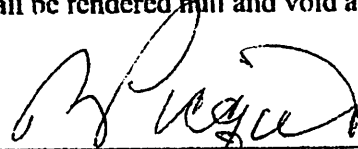
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14 of entry of this Final Approval Order and Judgment to individual Class Members.

15 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
16 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
17 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
18 connection with the distribution of settlement benefits.

19 16. If the Settlement does not become final and effective in accordance with the
20 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
21 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
22 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

23 **IT IS SO ORDERED.**

24 Dated: 3-29-24


25 HON. ROGER T. PICOQUET
26 JUDGE, SUPERIOR COURT OF CALIFORNIA
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