

1. A judgment, decree, or order was entered in this action on *(date)*: August 9, 2024
2. A copy of the judgment, decree, or order is attached to this notice.

Jonathan M. Genish			
(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐ PARTY WITHOUT ATTORNEY)

Arash Amir

(SIGNATURE)

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Attorneys for Plaintiff David Williams and the Class

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

DAVID WILLIAMS, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

RANCHO NICASIO, LLC, a California
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. CIV2203067

Honorable Andrew E. Sweet
Department E
AES

**~~PROPOSED~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: August 9, 2024
Time: 1:30 p.m.
Dept.: E

Complaint Filed: September 26, 2022
FAC Filed: December 6, 2022
Trial Date: Not Set

1 Plaintiff David Williams’ (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
3 Representative Service Payment, and Administration Expenses Payment came before this Court on
4 **August 9, 2024 at 1:30 p.m.** before the Honorable Andrew E. Sweet in Department E of the above-
5 captioned Court located at 3501 Civic Center Drive, San Rafael, California 94903.

6 Having received and considered the First Amended Class Action and PAGA Settlement
7 Agreement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class
8 Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses
9 Payment, Class Representative Service Payment, and Administration Expenses Payment, the
10 supporting papers filed by the Parties, the Declarations of Class Counsel (Jonathan M. Genish and
11 Miriam L. Schimmel), the Class Representative (David Williams), and the Administrator (Nick Castro
12 on behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction
13 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
14 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
15 FOLLOWING DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the above-captioned action and
17 over Plaintiff and Defendant Rancho Nicasio, LLC (“Defendant”) (together, with Plaintiff, the
18 “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former non-exempt employees who worked for Defendant in the State
21 of California at any time during the Class Period.” The “Class Period” is defined as the period from
22 September 26, 2018 through August 21, 2023.

23 3. The Court appoints Plaintiff David Williams as the Class Representative for settlement
24 purposes only.

25 4. The Court appoints Jonathan M. Genish and Miriam L. Schimmel of Blackstone Law,
26 APC as Class Counsel for settlement purposes only.

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1 5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
2 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
3 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
4 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
5 constitutes the best notice practicable under the circumstances, by providing individual notice to all
6 Class Members who could be identified through reasonable effort, and by providing due and adequate
7 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
8 Notice fully satisfied the requirements of due process.

9 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
13 3.769.

14 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
15 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
16 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
17 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
18 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
19 by or against Defendant or any of the other Released Parties.

20 8. The Court finds that no Class Members have validly and timely opted out of the Class
21 Settlement and no Settlement Class Members have objected to the Class Settlement.

22 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
23 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
24 the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff in the amount of
25 \$5,000.00.

26 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
27 to Class Counsel in the sum of \$87,500.00 and reimbursement of actual litigation costs and expenses
28 to Class Counsel in the sum of \$12,775.42. The attorneys’ fees and reimbursement of litigation costs

1 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
2 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
3 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
4 obtained for the Class.

5 11. The Court approves and orders payment from the Gross Settlement Amount in the
6 amount of \$4,220.25 to ILYM Group, Inc. for performance of settlement administration services.

7 12. The Court approves and orders payment in the amount of \$7,500.00 to the Labor
8 Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward PAGA
9 penalties.

10 13. It is hereby ordered that within fourteen (14) calendar days after the Effective Date,
11 Defendant will fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant’s
12 share of payroll taxes by transmitting the funds to the Administrator, in accordance with the terms and
13 methodology set forth in the Settlement Agreement.

14 14. It is hereby ordered that within fourteen (14) calendar days after Defendant funds the
15 Gross Settlement Amount, the Administrator will distribute the Individual Class Payments to
16 Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, Class Counsel Fees
17 Payment and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative
18 Service Payment to Plaintiff, LWDA PAGA Payment to the LWDA, and Administration Expenses
19 Payment to itself.

20 15. Each Individual Class Payment and Individual PAGA Payment check will be valid and
21 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
22 thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by
23 the Administrator to the California Controller’s Unclaimed Property Fund in the name of the
24 Participating Class Member and/or Aggrieved Employee.

25 16. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
26 and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
27 releases the Released Parties from all claims, demands, rights, liabilities, and causes of action of every
28 nature and description whatsoever, known or unknown, asserted or that might be asserted, whether in

1 tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating
2 to, or in connection with any act or omission by or on the part of any of the Released Parties committed
3 or omitted prior to the execution hereof (“Plaintiff’s Release”). Plaintiff’s Release does not extend to
4 any claims or actions to enforce the Settlement, or to any claims for vested benefits, unemployment
5 benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any
6 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
7 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
8 believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all
9 respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them. Plaintiff
10 stipulates and agrees that he is not due and owed any additional monies. For purposes of Plaintiff’s
11 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of
12 section 1542 of the California Civil Code, which reads:

13 A general release does not extend to claims that the creditor or releasing party
14 does not know or suspect to exist in his or her favor at the time of executing the
15 release, and that if known by him or her would have materially affected his or
16 her settlement with the debtor or released party.

16 17. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
17 and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and
18 Participating Class Members release the Released Parties from all Released Class Claims that arose
19 during the Class Period. The Released Class Claims include claims that were asserted in the Action,
20 or that arose from or could have been asserted based on the facts, circumstances, transactions, events,
21 occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Operative
22 Complaint, regardless of whether such claims arise under federal, state, and/or local law, statute,
23 ordinance, regulation, common law, or other source of law. The Released Class Claims specifically
24 include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512,
25 1174, 1194, 1194.2, 1197, and 2802, and the related Industrial Welfare Commission Wage Orders and
26 Business & Professions Code §§ 17200, *et seq.*, and include claims based on alleged violations of
27 these Labor Code and Wage Order provisions and all other claims, such as those under the California
28 Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law,

that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to pay overtime; (4) failure to provide meal or rest periods of compensation in lieu thereof; (5) failure to provide accurate itemized wage statements; (6) failure to pay gratuities; (7) failure to reimburse necessary business expenses; (8) all related violations of the applicable Wage Orders; (9) all related violations of California's unfair competition law; and (10) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any complaint on file in the Action.

18. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Aggrieved Employees release the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Released PAGA Claims include all claims for PAGA penalties that were asserted in the Action and PAGA Notice, or that arose from or could have been asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Operative Complaint and PAGA Notice, and ascertained in the course of the Action. The Released PAGA Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 1174, 1194, 1194.2, 1197, 2698, and 2802, and the related Industrial Welfare Commission Wage Orders, and include claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA penalties, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to pay overtime; (4) failure to provide meal or rest periods of compensation in lieu thereof; (5) failure to provide accurate itemized wage statements; (6) failure to pay gratuities; (7) failure to reimburse necessary business expenses; (8) all related violations of the applicable Wage Orders; and (9) interest, fees, and costs.

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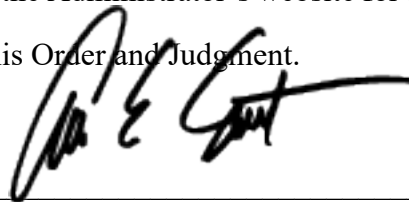
1 19. “Released Parties” means Defendant, its predecessors, successors, related entities,
2 subsidiaries, affiliates, owners, attorneys, assigns, directors, officers, members and managers, agents,
3 insurers, and re-insurers, whether in their individual or official capacities.

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

8 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
9 posting a copy of this Order and Judgment on the Administrator’s website for a period of at least sixty
10 (60) calendar days after the date of entry of this Order and Judgment.

11 **IT IS SO ORDERED.**

12 Dated: 08/09/2024



Honorable Andrew E. Sweet

PROOF OF SERVICE

I, Stephany Sinaguinan, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On August 14, 2024, I served a copy of the following document:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

on the interested parties as follows:

Nicholas Deming
**GORDON REES SCULLY MANSUKHANI,
LLP**
275 Battery Street, Suite 200
San Francisco, California 94111
Tel: (415) 875-3397 / Fax: (415) 986-8054
E-mails: ndeming@grsm.com
vsantellan@grsm.com

Attorneys for Defendant Rancho Nicasio, LLC

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said documents to be delivered electronically to the above referenced addressees via email from email address *ssina@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

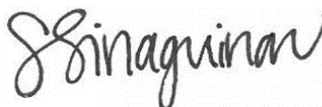
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The foregoing document was transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 14, 2024 at Beverly Hills, California.



Stephany Sinaguinan