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13 DENICE A. MUIR

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF PLACER**

16 DENICE A. MUIR, individually and on
17 behalf of others similarly situated,

18 Plaintiff,

19 vs.

20 DAVE'S WORLD INC. DBA TAHOE
21 DAVE'S SKIS & BOARDS, a California
22 corporation; and DOES 1 through 50,
23 inclusive,
24 Defendants.

Case No.: S-CV-0049251

*Assigned for All Purposes to: Hon. Trisha
Hirashima, Department 42*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint Filed: October 7, 2022
Jury Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on July 24, 2024, the Honorable Trisha Hirashima, in Department 42 in the above-entitled Court, located at 10820 Justice Center Drive Roseville, CA 95678, executed the Proposed Final Order and Judgment.

Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment which was executed and filed on July 24, 2024.

Dated: July 26, 2024

PROTECTION LAW GROUP, LLP

By: 
Heather Davis
Amir Nayebdadash
D. Luke Clapp
Attorneys for Plaintiff
DENICE A. MUIR

Exhibit A

Electronically Submitted on 06/18/2024 12:33 PM

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Attorneys for Plaintiff
DENICE MUIR

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

DENICE A. MUIR, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

DAVE'S WORLD INC. DBA TAHOE
DAVE'S SKIS & BOARDS, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Filed - 07/24/2024

Electronically filed by Superior Court of California
County of Placer on 07/24/2024
Jake Chatters, Clerk of the Court
By R. Hall Deputy Clerk

Case No.: S-CV-0049251

Assigned for all purposes to:
Hon. Trisha Hirashima, Department 42

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Hearing Date: July 16, 2024
Hearing Time: 8:30 a.m.
Dept: 42

Complaint Filed: October 7, 2022
Jury Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The above-referenced Class and PAGA Action (“Action”) having come before the Court on July 16, 2024, for a hearing and Final Order Approving Class Action and PAGA Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement”), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiff Denice Muir’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement.

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

3. The term “Class” and “Class Members” shall mean the following: “all current and former non-exempt employee of Defendant Dave’s World, Inc. dba Tahoe Dave’s Skis & Boards, who were employed by Defendant Dave’s World, Inc. dba Tahoe Dave’s Skis & Boards, in the state of California, at any time between October 7, 2018, and August 12, 2023.” The term “Participating Class Member” includes all Class Members who did not submit a timely and valid Request for Exclusion as provided in the Agreement.

4. The term “PAGA Group Members” shall mean the following: “all current and former non-exempt employees of Defendant Dave’s World, Inc. dba Tahoe Dave’s Skis & Boards, who were employed by Defendant Dave’s World, Inc. dba Tahoe Dave’s Skis & Boards, in the state of California, at any time between October 7, 2021, and August 12, 2023.”

5. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and PAGA Group Members.

6. Distribution of the Class Notice directed to the Class Members as set forth in the Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The

1 Class Notice provided due and adequate notice of the proceedings and of the matters set forth
2 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to
3 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class
4 Members, all Released Class Claims and all Released PAGA Claims, are covered by and included
5 within the Settlement and this Final Order.

6 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
7 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
8 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
9 standards and applicable requirements for final approval of this class action settlement under
10 California law, including the provisions of California Code of Civil Procedure section 382 and
11 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
12 *Superior Court*, 4 Cal.3d 800, 821 (1971).

13 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

14 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
15 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
16 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
17 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
18 the Parties have conducted extensive investigation and research, and counsel for the Parties are
19 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
20 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
21 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
22 being granted as part of the Settlement and recognizes the significant value to the Class Members.
23 The Court also finds that the Class is properly certified as a class for settlement purposes only.

24 10. Upon the complete funding of the Gross Settlement Amount and all applicable
25 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall
26 fully release and discharge Defendant Dave's World, Inc. dba Tahoe Dave's Skis & Boards, and
27 its past, present and/or future parent companies, subsidiaries, affiliates and joint ventures, and all
28 of their officers, directors, employees, agents, servants, registered representatives, attorneys,

1 insurers, successors and assigns, and any other persons acting by through, under or in concert with
2 any of them (“Released Parties”) from any and all claims that were pled or could have been pled,
3 based on, or which arise out of the facts alleged in the Complaint or letter of violation dated
4 October 7, 2022, to the Labor & Workforce Development Agency (“LWDA”) in the Action, during
5 the Settlement Period. This includes claims that could have been brought arising under California
6 Labor Code sections 201-204, 210, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1182.12, 1194,
7 1194.2, 1197, 1197.1, 1198-1199.5, 2800, 2802, the applicable IWC Wage Orders, California
8 Code of Civil Procedure 1021.5, the California Unfair Competition Law, and Business and
9 Professions Code section 17200 et seq. (“Released Class Claims”). This release shall apply to
10 claims that arose from October 7, 2018, to August 12, 2023 (“Class Period”). This release shall be
11 binding on all Participating Class Members.

12 11. Upon the complete funding of the Gross Settlement Amount and all applicable
13 employer-side payroll taxes by Defendant, the California Labor and Workforce Development
14 Agency and the State of California, through Plaintiff as its agent and/or proxy, shall release and
15 discharge the Released Parties from all claims under the California Labor Code Private Attorneys
16 General Act of 2004 for civil penalties that could have been premised on the facts alleged both in
17 the PAGA Letter to the LWDA and in the operative complaint. This includes, but is not limited to,
18 PAGA claims based on California Labor Code sections 201-204, 210, 226, 226.3, 226.6, 226.7,
19 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198-1199.5, 2699 et seq., 2800, 2802,
20 the applicable IWC Wage Orders (“Released PAGA Claims”). This release shall apply to claims
21 that arose from October 7, 2021, to August 12, 2023 (“PAGA Period”).

22 12. Additionally, upon the complete funding of the Gross Settlement Amount, Plaintiff
23 Denice Muir—on behalf of herself only—shall fully release the Released Parties from any and all
24 Released Class Claims and Released PAGA Claims and also generally release and discharge the
25 Released Parties from any and all claims, demands, obligations, causes of action, rights, or
26 liabilities of any kind which have been or could have been asserted against the Released Parties
27 arising out of or relating to her employment by Defendant or termination thereof, including but
28 not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,

1 harassment or wrongful termination of employment. This release specifically includes any and all
2 claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,
3 and attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any
4 way connected with the matters referred to herein, whether or not known or suspected to exist, and
5 whether or not specifically or particularly described herein. Specifically, Plaintiff Denice Muir,
6 with respect to any and all claims relating to or arising out of her work performed for Defendant
7 Dave's World, Inc. dba Tahoe Dave's Skis & Boards, waives all rights and benefits afforded by
8 California Civil Code Section 1542, which provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
14 OR RELEASED PARTY.

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers compensation (with the exception of claims arising pursuant to California
17 Labor Code Section 132(a) and 4553).

18 13. Only two (2) Class Members, Julia En Ci Chow and Melissa H. Chow requested
19 to be excluded from the terms of the Settlement, and are hereby excluded from this Order and
20 Judgment. The last date to timely submit a request for exclusion was April 22, 2024. Accordingly,
21 288 Participating Class Members are included and bound by this Order and Judgment.

22 14. The Court also hereby finds that there were no written objections to the Settlement.
23 The last day to submit a written objection to the settlement was April 22, 2024. The Court also
24 notes there were no objections made at the hearing on Final Approval of the Settlement.

25 15. The Court finds the settlement payments provided for under the Agreement to be
26 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement
27 Agreement, the Court orders Defendant to fund the Gross Settlement Amount of \$700,000.00, in
28 accordance with the terms of the Agreement, to provide payments for the Class/PAGA Group
29 Members individual settlement payments, class representative enhancement payment for Plaintiff
30 Denice Muir, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and

1 expenses, and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The
2 calculations and the payments shall be made administered in accordance with the terms of the
3 Agreement.

4 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
5 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
6 of \$233,333.33 (1/3 of the Gross Settlement Amount) and litigation costs in the amount of
7 \$16,036.78 from the Gross Settlement Amount as final payment for and complete satisfaction of
8 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other
9 person or entity related to the Action. The Court further orders that the award of attorneys' fees
10 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

11 17. The Court hereby approves and orders a Class Representative Enhancement
12 Payment of \$7,500.00 to Plaintiff Denice Muir from the Gross Settlement Amount in accordance
13 with the terms of the Settlement Agreement.

14 18. The Court approves and orders the payment in the amount of \$37,500 (75% of
15 \$50,000) from the Gross Settlement Amount to the LWDA for penalties arising under the Private
16 Attorneys General Act of 2004 (PAGA). The remaining \$12,500.00 (25% of \$25,000) shall be
17 distributed to the PAGA Group Members as set forth in the Agreement.

18 19. The Court also hereby approves and orders payment from the Gross Settlement
19 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
20 Apex Class Action, LLC, in the amount of \$11,300.00 as set forth Settlement Agreement.

21 20. The Court hereby approves and orders payment of individual settlement payments
22 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

23 21. The Court also hereby approves and orders that any checks distributed from the
24 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
25 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
26 California State Controller's Office and held in trust for such Class Members pursuant to
27 California Unclaimed Property Law, Civil Code Section 1500 et seq.
28

22. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

23. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

24. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution

25. A Final Report Hearing for a final accounting regarding the status of settlement administration is set for March 4, 2025, at 8:30 a.m./~~p.m.~~ in Department 42. Class

1 Counsel shall submit a final report on the disbursement of the settlement payments on or
2 before Feb. 21, 2025.

3 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

4
5 DATED: 07/24/2024



6 /s/ Hon. Trisha Hirashima

HON. TRISHA HIRASHIMA
JUDGE OF THE SUPERIOR COURT