


(SIGNATURE)

PLAINTIFF/PETITIONER: Danielle Ervin
 DEFENDANT/RESPONDENT: Welcome Sacramento LLC

CASE NUMBER:
 34-2022-00332108

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

JAMES HAWKINS APLC
 James R. Hawkins (#192925)
 Gregory Mauro (#222239)
 Michael Calvo (#314986)
 Lauren Falk (#316893)
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FILED
 Superior Court of California
 County of Sacramento
04/10/2025
 T. Shaddix, Deputy

Attorneys for Plaintiff DANIELLE ERVIN
 individually and on behalf of all others similarly situated.

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

DANIELLE ERVIN, individually and on
 behalf of all others similarly situated,

Plaintiff,

v.

WELCOME SACRAMENTO LLC,
 a California Limited Liability Company dba
 Courtyard by Marriott Sacramento Cal Expo
 and DBA Fairfield Inn Sacramento Cal-Expo;
 WELCOME GROUP MANAGEMENT, LLC,
 a California Limited Liability Company; and
 WELCOME GROUP, INC., a California
 Corporation and DOES 1-50, inclusive,

Defendants.

Case No. 34-2022-00332108

ASSIGNED FOR ALL PURPOSES TO:
 Honorable Jill Talley, Dept. 23

**~~[PROPOSED]~~ ORDER GRANTING
 FINAL APPROVAL OF CLASS AND
 PAGA SETTLEMENT; JUDGMENT**

Date: March 21, 2025
 Time: 9:00 a.m.
 Dept.: 23

By Order of the Court on
 October 25, 2024

1 This matter came on for hearing on March 21, 2025 at 9:00 a.m. in Department 23 of the
2 above-captioned Court on Plaintiff's Motion for Final Approval of Class Action and PAGA
3 Settlement, attorneys' fees and costs, Named Plaintiff Enhancement Award, administration costs,
4 PAGA payment and Judgment. For purposes of this Order and Judgment, the Court refers to all
5 defined terms (i.e. terms with initial capitalization) as set forth in the Amended Stipulation of
6 Class and PAGA Representative Action Settlement ("Settlement Agreement"). Having received
7 and considered the Settlement Agreement, the supporting papers filed by the Parties, and the
8 evidence and argument received by the Court in conjunction with the Motion for Preliminary
9 Approval of Class Action Settlement, and the instant Plaintiff's Unopposed Motion for Final
10 Approval, Attorneys' Fees, Costs, Named Plaintiff Enhancement Award, Administration Costs,
11 and Entering of Final Judgment, the Court grants final approval of the Settlement and HEREBY
12 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
14 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
15 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
16 to request exclusion from the Class and the Settlement, of their right to comment upon or object
17 to the Settlement and to appear in person or by counsel at the final approval hearing and of the
18 date set for the Final Approval hearing. Adequate periods of time were provided by each of these
19 procedures.

20 2. In response to the Notice, no members objected and no members requested
21 exclusion. There are no outstanding disputes regarding the Settlement.

22 3. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the Class Members' response. The Court finds and
25 determines that the Notice provided in the Action was the best notice practicable, which satisfied
26 the requirements of law and due process.
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1 4. The Court further finds and determines that the terms of the Settlement are fair,
2 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
3 finally approved, and that all terms and provisions of the Settlement Agreement should be
4 and hereby are ordered to be consummated.

5 5. The Court has certified a Class, as those terms are defined in and by the terms of
6 the Settlement Agreement, and the Court deems this definition sufficient for purposes of
7 California Rule of Court 3.765(a).

8 6. The Court hereby approves the terms set forth in the Settlement Agreement and
9 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
10 to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
11 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
12 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
13 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
14 Court also finds that Settlement will enable the Parties to avoid additional and potentially
15 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
16 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
17 recognizes the significant value accorded to the Class.

18 7. The Court hereby confirms James Hawkins, APLC, as Class Counsel in this action.

19 8. The Court hereby confirms Plaintiff Danielle Ervin as the Class Representative in
20 this action.

21 9. The Court finds and determines that the individual settlement payments to Class
22 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
23 The Court hereby gives final approval to and orders the payment of those amounts be made to the
24 participating members of the Class in accordance with the terms of the Settlement.

25 10. The Court finds and determines that the \$50,000.00 PAGA Payment for alleged
26 civil penalties in this case, of which the Labor and Workforce Development Agency ("LWDA")
27 shall receive 75%, or \$37,500.00, with the remaining \$12,500.00 of the PAGA Payment payable
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1 directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby gives final
2 approval to and orders that the PAGA Payment be paid in accordance with the Settlement.

3 11. The Court finds and determines the Named Plaintiff Enhancement Award in the
4 sum of \$10,000.00 to Plaintiff Ervin is fair and reasonable. The Court hereby orders the
5 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
6 terms of the Settlement Agreement.

7 12. The Court finds and determines that the payment to be paid to the Settlement
8 Administrator, Apex Class Action, LLC in the sum of \$9,200.00 for its fees and expenses incurred
9 is fair and reasonable. The Court hereby orders the Administrator to make this payment to itself in
10 accordance with the terms of the Settlement Agreement.

11 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
12 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
13 \$283,305.00 and litigation costs of \$15,973.18. The Court finds such amounts to be fair and
14 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
15 accordance with the terms of the Settlement Agreement.

16 14. Neither Defendant nor any related persons or entities shall have any further liability
17 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except
18 as provided for by the Settlement Agreement.

19 15. The Court finds and determines that the releases contained in the Settlement
20 Agreement and Amendment thereto are appropriate and shall bind all Class Members who did not
21 timely opt out of the Settlement and all PAGA Members.

22 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
23 pursuant to the Settlement Agreement or pursuant to this Order.

24 17. The Court finds and determines that nothing in the Settlement Agreement, this
25 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
26 wrongdoing by Defendant or any Released Party or (2) may be offered or admitted in evidence
27 against Defendant or any Released Party (other than solely in connection with this Settlement).
28

1 18. The Court hereby enters final judgment in this case in accordance with the terms of
2 the Settlement Agreement, Preliminary Approval Order and this Order.

3 19. The Parties shall bear their own costs and attorneys' fees except as otherwise
4 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

5 20. Without affecting the finality of this Order in any way, the Court retains jurisdiction
6 of all matters relating to the interpretation, administration, implementation, effectuation and
7 enforcement of this order and the Settlement.

8 **JUDGMENT**

9 21. This document shall constitute a judgment for purposes of California Rules of
10 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall
11 be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a),
12 and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class
13 Representative and all Class Members and PAGA Members shall take nothing from Defendant
14 except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By
15 operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and
16 each Participating Class Member, PAGA Member, and the California Labor and Workforce
17 Development Agency shall be deemed to have fully, finally, and forever released, settled,
18 compromised, relinquished, and discharged with respect to all Released Parties any and all
19 Released Claims for the Class Settlement Period of December 28, 2018, through August 1, 2024.
20 Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court
21 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

22 **IT IS SO ORDERED.**

23
24 Date: 04/10/2025



25 By: _____

Jill Talley

Hon. Jill Talley

Judge of the Superior Court

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On April 10, 2025, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(Service List Attached)

Executed on April 10, 2025, at Irvine, California


Eddie Magana

LINDA M. MORONEY (SBN: 172668)
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WELCOME SACRAMENTO, LLC;
WELCOME GROUP MANAGEMENT, LLC; and
WELCOME GROUP, INC.

Via LWDA Website Only

Labor and Workforce Development Agency
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1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>