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ZIYAH BLACKSTONE, individually and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

ZIYAH BLACKSTONE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

THE BOATYARD, INC., dba The Boatyard
Pub Seafood Restaurant, a California
Corporation, and DOES 1 through 20,

Defendants.

Case No.: 2023CUOE010578

**[PROPOSED] ORDER AND
JUDGMENT**

*[Filed Concurrently With Motion For
Final Approval and Supporting
Declarations]*

Date: March 6, 2025

Time: 8:20 a.m.

Department: 41

Complaint Filed: June 22, 2023

1 This matter came for hearing on March 6, 2025, in the above-entitled court, on the Motion
2 for Final Approval of Class Action Settlement. No objections were filed, no objectors were
3 present, and no class members opted-out of the settlement. On November 6, 2024, the Court
4 granted Plaintiff's Motion for Preliminary Approval ("Order Granting Preliminary Approval"),
5 thereby preliminarily approving the settlement of the above-captioned Action in accordance with
6 the Long-Form Stipulation of Settlement Regarding Putative Class Action Settlement and PAGA
7 Settlement ("Agreement"), which sets forth the terms and conditions for settlement and judgment
8 of the Action.

9 Having fully reviewed and considered the moving papers, and having analyzed the
10 Settlement between Plaintiff Ziyah Blackstone ("Plaintiff") and Defendant The Boatyard, Inc.,
11 ("Defendant") (collectively "Parties"), attached to the Declaration of Daniel J. Bass as Exhibit
12 "A" and incorporated by reference in full and made a part of this Order, **THIS COURT**

13 **HEREBY ENTERS THE FOLLOWING ORDERS AND JUDGMENT:**

14 1. All defined terms contained herein shall have the same meanings as those set forth
15 in the Agreement.

16 2. This Court has jurisdiction over the claims of the Class Members asserted in this
17 proceeding and over all parties to the Action.

18 3. The Court finds that the applicable requirements of California Code of Civil
19 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with
20 respect to the Class and the Agreement. The Court hereby makes final its earlier provisional
21 certification of the class for settlement purposes only, as set forth in the Order Granting Preliminary
22 Approval.

23 4. For purposes of final approval of settlement, Plaintiff is further appointed as Class
24 Representative; Ronald W. Makarem, Samuel Almon, and Daniel J. Bass of Makarem &
25 Associates, APLC ("Plaintiff's Counsel or Class Counsel") are appointed as Class Counsel.

26 5. The Notice given to Class Members informed Settlement Class Members of all
27 material elements of the settlement and of their opportunity to object to or to seek exclusion from
28 the Settlement; was the best notice practicable under the circumstances; was valid, due, and

1 sufficient notice to all Settlement Class Members; and complied fully with the laws of the state of
2 California, the United States Constitution, due process and other applicable law. The Notice fairly
3 and adequately described the terms of the settlement and provided Settlement Class Members
4 adequate instructions and a variety of means to obtain additional information regarding the
5 settlement to enter judgment thereon.

6 6. Pursuant to California law, the Court hereby grants final approval to the settlement
7 and finds it fair, reasonable and adequate, and in the best interests of the Settlement Class as a
8 whole to enter judgment thereon. More specifically, the Court finds that the settlement was
9 reached following meaningful discovery and investigation conducted by Class Counsel; that the
10 settlement is the result of serious, informed, adversarial, and arm's-length negotiations between
11 the parties; and that the terms of the settlement are in all respects fair, adequate, and reasonable.
12 In so finding, the Court has considered all of the evidence presented, including evidence regarding
13 the strength of Plaintiffs' case; the risks, expenses, and complexity of the claims presented; the
14 likely duration of further litigation; the amount offered in the settlement; the extent of investigation
15 and discovery completed; and the experience and views of Class Counsel. Further, the Court has
16 considered the lack of objections from the settlement by Settlement Class Members. Accordingly,
17 the Court enters judgment against the Defendant and directs that the settlement be affected in
18 accordance with the Agreement, and the following terms and conditions.

19 7. As a full opportunity has been afforded to the Settlement Class Members to
20 participate in this hearing, and all Settlement Class Members and other persons wishing to be heard
21 have been heard. Settlement Class Members also have had a full and fair opportunity to exclude
22 themselves from the settlement and Class. Accordingly, the Court determines that all Settlement
23 Class Members who did not timely request exclusion from the settlement are Participating Class
24 Members bound by this Order and Judgment.

25 8. Defendant shall pay a total of \$500,000.00, the Gross Settlement Amount, to
26 resolve the Action. It is hereby ordered that in accordance with the Settlement Agreement
27 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters
28 a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final.

1 The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
2 Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more
3 Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
4 of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the
5 appellate court affirms the Judgment and issues a remittitur.

6 9. The Administrator, CPT Group, Inc. is ordered to, within 14 calendar days after
7 Defendant funds the Gross Settlement Amount, mail checks for all Individual Class Payments, all
8 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
9 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
10 Representative Service Payment. Specifically, it is hereby ordered that:

11 (a) the Administrator, CPT Group, Inc. shall issue payment to itself in the amount
12 of \$11,000 for the services performed and costs incurred in the administration of
13 the settlement in accordance with the Agreement and the terms and conditions of
14 this Order.

15 (b) the Administrator, CPT Group, Inc. shall issue Plaintiff's Service Payment in
16 the amount of \$20,000 to Plaintiff Ziyah Blackstone.

17 (c) Class Counsels' requests for attorneys' fees in the amount of \$175,000 falls
18 within the range of reasonableness, and the result achieved justifies the award
19 sought. The requested fees are fair, reasonable, and appropriate, and are hereby
20 approved. It is hereby ordered and adjudged that the Administrator, CPT Group,
21 Inc. issue payment to Class Counsel of \$175,000 to Makarem & Associates APLC.

22 (d) The Court finds that Class Counsel's request for litigation costs in the amount
23 of \$12,209.50 is reasonable, less than those authorized by the settlement and
24 approved. It is hereby ordered and adjudged that the Administrator, CPT Group,
25 Inc. issue payment to Class Counsel of \$12,209.50 to Makarem & Associates,
26 APLC for reimbursement of litigation costs.

1 (d) the LWDA PAGA Payment to the California Labor and Workforce
2 Development Agency in the amount of \$7,500, representing 75% of the PAGA
3 Payment for the settlement of claims for civil penalties under PAGA.

4 10. With this final approval of the settlement, after the Judgment is final and Boatyard,
5 Inc. has fully funded the Gross Settlement (and separately paid all employer payroll taxes),
6 Participating Class Members will be legally barred from asserting any of the claims, meaning: All
7 Participating Class Members, on behalf of themselves and their respective former and present
8 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
9 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the
10 Class Period facts stated in the Operative Complaint including, e.g., (a) any and all claims
11 involving any alleged failure to pay minimum wage; (b) any and all claims involving any alleged
12 failure to pay overtime wages; (c) any and all claims involving any alleged failure to provide
13 meal periods or to pay meal period premiums; (d) any and all claims involving any alleged failure
14 to provide rest periods or to pay rest period premiums; (e) any and all claims involving the
15 alleged failure to provide accurate wage statements; (f) any and all claims involving the alleged
16 failure to indemnify for expenses and losses; (g) any and all claims for waiting-time penalties; (h)
17 any and all claims involving alleged unfair competition; (i) any and all claims involving
18 individual claims for civil penalties under the Private Attorneys General Act of 2004, Labor Code
19 section 2698 et seq.; and, (j) any and all claims alleged that involve the statutes and/or regulations
20 identified in the Operative Complaint, including California Labor Code sections 201, 202, 203,
21 226, 226.7, 510, 512, 1194, 1194.2, 1197.1, and 2802, Business and Professions Code sections
22 17200 and 17203, and all applicable IWC Wage Orders. Participating Class Members do not
23 release any other claims, including claims for vested benefits, wrongful termination, violation of
24 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
25 workers' compensation, or claims based on facts occurring outside the Class Period. Additionally,
26 all Participating and Non-Participating Class Members who are Aggrieved Employees are
27 deemed to release, on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released

1 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
2 alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
3 Notice.

4 11. With this final approval of the settlement, after the Judgment is final and Boatyard,
5 Inc. has fully funded the Gross Settlement (and separately paid all employer payroll taxes)
6 Plaintiff and his, her, or their respective former and present spouses, representatives, agents,
7 attorneys, heirs, administrators, successors and assigns generally, release and discharge Released
8 Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims
9 that were, or reasonably could have been, alleged, based on the facts contained, in the Operative
10 Complaint, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
11 contained in the Operative Complaint and Plaintiff's PAGA Notice, and (c) any and all claims
12 arising out of or relative to her employment by Defendant including, but not limited to, claims for
13 wrongful termination, negligent hiring, emotional distress, defamation, violation of the California
14 Fair Employment and Housing Act, the California Family Rights Act, the Americans With
15 Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment
16 Act, the Fair Labor Standards Act, the Equal Pay Act, the Family and Medical Leave Act, and all
17 claims of any type arising out of or related to Plaintiff's employment with Defendant, the
18 termination of Plaintiff's employment with Defendant, attorney's fees that might be available
19 under any state or federal statute, and any other matter. ("Plaintiff's Release.") Plaintiff's Release
20 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
21 benefits, unemployment benefits, disability benefits, social security benefits, workers'
22 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
23 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
24 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
25 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
26 additional facts or Plaintiff's discovery of them.

27 12. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h),
28 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes

1 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
2 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

3 **IT IS SO ORDERED.**

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5 Dated: _____, 2025

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7 Honorable Judge of the Superior Court
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