

1 **MELMED LAW GROUP P.C.**
Jonathan Melmed, (SBN 290218)
2 jm@melmedlaw.com
3 Laura Supanich, (SBN 314805)
lms@melmedlaw.com
4 Michiko Vartanian, (SBN 323979)
mv@melmedlaw.com
5 1801 Century Park East, Suite 850
Los Angeles, California 90067
6 Phone: (310) 824-3828
7 Fax: (310) 862-6851

8 Attorneys for Plaintiff and the Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF EL DORADO**

11 **WILLIAM MAXWELL PATTERSON**, an
12 individual, on behalf of the State of California,
13 as a private attorney general,

14 Plaintiff,

15 v.

16 **SIERRA-AT-TAHOE, LLC**, a Delaware Limited
17 Liability Company; and **DOES 1 TO 50**,

18 Defendants.
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FILED
Superior Court of California,
County of El Dorado
03-05-2024

By: Tito Guzman, Deputy Clerk

Case Number: 23CV0587

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND ENTERING JUDGMENT**

Complaint Filed: April 20, 2023
Trial Date: None Set

Hearing Date: ~~3/28/24~~ 2/23/24
Hearing Time: 8:30 am
Dept.: 9
Judge: Hon. Vicki Ashworth

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EL DORADO CO.
SUPERIOR COURT

BY FAX

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[PROPOSED] ORDER AND JUDGMENT

This matter came before the Court on 2/23/24 in Department ⁹~~10~~ of the above-captioned Court on Plaintiff William Maxwell Patterson's ("Plaintiff") motion for approval of a settlement agreement pursuant to the California Labor Code Private Attorneys General Act ("PAGA") (the "Settlement").

Having received and considered the Settlement Agreement, the supporting papers filed by Plaintiff, and the evidence and argument received by the Court, the Court grants approval of the PAGA Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. Except as otherwise defined in this Order and Judgment ("Order"), all capitalized terms have the same meaning as defined in the PAGA Settlement Agreement that is attached as Exhibit 1 to this Order.

2. The California Labor Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code section 2699(1)(2). In particular, on the date Plaintiff filed the motion seeking approval of the Settlement with the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice requirements of PAGA.

3. The Court confirms approval of the Settlement as to the Aggrieved Employees and the State of California.

4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved Employees, and over those persons undertaking affirmative obligations under the Settlement.

5. The Settlement is approved under Labor Code section 2699(1)(2).

6. The Court finds that each Aggrieved Employee, in accordance with the Settlement, releases all Released Claims against the Released Parties.

7. The Gross Settlement Amount, Net Settlement Fund and the methodology used to calculate the LWDA Payment and PAGA Aggrieved Employee Payment (which is comprised of

1 the Individual PAGA Payments), in accordance with the Settlement is approved.

2 8. The Court approves Simpluris to act as the Settlement Administrator. The Court
3 awards the Settlement Administrator in this Action its actual fees and costs in accordance with the
4 terms of the Settlement Agreement, totaling \$5,500.00.

5 9. The Court approves Jonathan Melmed and Laura M. Supanich of Melmed Law
6 Group P.C. as PAGA Counsel.

7 10. The Court awards PAGA Counsel attorneys' fees in the amount of \$58,333.33 and
8 actual litigation costs of \$9,071.40, both of which the Court finds to be fair and reasonable. The
9 Court authorizes the Settlement Administrator to make these payments, in accordance with the terms
10 of the Settlement Agreement.

11 11. The Court authorizes the Settlement Administrator to calculate the Net Settlement
12 Amount, inclusive of the LWDA Payment and Employee Payment, in accordance with the terms of
13 the Settlement Agreement.

14 12. The Court finds that the LWDA Payment of \$69,111.95 as its share of the settlement
15 of civil penalties is fair and reasonable. The Court authorizes the Settlement Administrator to pay
16 the LWDA Payment, in accordance with the terms of the Settlement Agreement as modified by the
17 Approval Order.

18 13. The Court finds that the Employee Payment of \$23,037.32 as the Aggrieved
19 Employees' share of the settlement of civil penalties is fair and reasonable. The Court authorizes
20 the Settlement Administrator to pay the Employee Payment, in accordance with the terms of the
21 Settlement Agreement.

22 14. The Court finds the Representative Plaintiff's Enhancement Award in the sum of
23 \$10,000.00 to the Representative Plaintiff is fair and reasonable. The Court authorizes the
24 Settlement Administrator to pay the Representative Plaintiff's Enhancement Award, in accordance
25 with the terms of the Settlement Agreement.

26 15. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be valid
27 for 180 days after issuance. Funds remaining from any checks for Individual PAGA Payments
28 uncashed after 180 days will be dispersed to State of California Unclaimed Wage or Property Fund,

1 in accordance with the terms of the Settlement Agreement.

2 16. Upon completion of the Settlement, the Settlement Administrator will provide
3 written certification of the completion to the Court and counsel for the Parties which shall be filed
4 with the Court on or before the 10/25/24 hearing.

5 17. Without affecting the finality of this order and entry of judgment, the Court retains
6 exclusive and continuing jurisdiction over this Action for purposes of supervising, administering,
7 implementing, and enforcement of this Order and the Settlement.

8 18. Nothing in this Order or the Settlement shall be construed as an admission or
9 concession by any party. The Settlement and this resulting Order and entry of judgement simply
10 represent a compromise of disputed allegations.

11 19. The Court enters final judgment in accordance with the terms of the Settlement
12 Agreement and this Order.

13 20. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
14 LWDA within 10 days of the date of this Order and entry of judgment.

15 **IT IS SO ORDERED:**

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17 DATED: **03/05/2024**

18 
19 Honorable ~~Vicki Achworth~~ Gary S. Slossberg
20 Judge of the Superior Court, El Dorado
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