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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

LISA HARPER, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

CW GOVERNMENT TRAVEL, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **BCV-23-102216**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: November 13, 2025

Hearing Time: 8:30 a.m.

Judge: Hon. Thomas S. Clark

Dept.: 17

Date Action Filed: July 11, 2023

Trial Date: Not set

1 The motion of Plaintiff Lisa Harper (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) with Defendant CW Government Travel,
3 Inc. (“Defendant”) and for an award of attorneys’ fees and costs, service payment, and the fees of
4 the Administrator duly came on for hearing on November 13, 2025 before the Honorable Thomas
5 S. Clark.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Kern, and over all Parties to this litigation,
13 including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Maximum Settlement Amount of Four Hundred Fifty
16 Thousand Dollars (\$450,000) and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. By Order dated July 10, 2025, the Court granted preliminary approval of the
26 Settlement. At this same time, the Court approved conditional certification of the Class for
27 settlement purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about July 25, 2025.
4 Mailing of the Class Notice to their last known addresses was the best notice option under the
5 circumstances and was reasonably calculated to communicate actual notice of the litigation and
6 the proposed settlement to the Class. The Class Notice given to the Class Members fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
9 constituted valid, due, and sufficient notice to all Class Members; and complied fully with the
10 laws of the State of California, the United States Constitution, due process and other applicable
11 law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out of the Class or submitting written objections
14 to the Settlement was September 23, 2025, which was extended by 14 days for re-mailed Class
15 Notices. There was an adequate interval between mailing of the Class Notice and the response
16 deadline to permit Class Members to choose what to do and act on their decision. A full
17 opportunity has been afforded to the Participating Class Members to participate in this hearing,
18 and all Participating Class Members and other persons wishing to be heard have been heard. Class
19 Members also have had a full and fair opportunity to exclude themselves from the proposed
20 Settlement and Class. Accordingly, the Court determines that all Class Members who did not
21 timely and properly submit a request for exclusion are bound by the Settlement and this Final
22 Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Tripper Ortman, a respected and experienced mediator

1 of wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No_
8 objections were received. No requests for exclusion were received.

9 e. The participation rate was high. 109 Participating Class Members will be
10 mailed a settlement payment, representing 100% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$150,000 for attorneys' fees, representing one-third of the Maximum
20 Settlement Amount, and \$24,461.19 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$12,500 to the Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$12,500 to the Plaintiff is reasonable in light of

1 the risks and burdens undertaken by the Plaintiff in the litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Participating Class Members in the manner set forth in the Agreement, transmit payment for
6 attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to
7 the Plaintiff, distribute the PAGA Penalties, issue any required tax reporting forms, calculate
8 withholdings and perform the other remaining duties set forth in the Agreement. The
9 Administrator has documented \$4,985 in fees and expenses, and this amount is reasonable in light
10 of the work performed by the Administrator.

11 **PAGA Penalties**

12 14. The Agreement provides for PAGA Penalties out of the Maximum Settlement
13 Amount of \$40,000, which shall be allocated with 75% (\$30,000) allocated to the LWDA PAGA
14 Payment and 25% (\$10,000) allocated to the Individual PAGA Payments to be distributed to the
15 PAGA Employees. The Administrator will calculate each Individual PAGA Payment by (a)
16 dividing the amount of the PAGA Employees' 25% share of PAGA Penalties (\$10,000) by the
17 total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period and
18 (b) multiplying the result by each PAGA Employee's PAGA Pay Periods. "PAGA Employees"
19 are all individuals who were employed by Defendant in California and classified as a non-exempt
20 employee at any time during the PAGA Period (October 13, 2022 through December 13, 2024).
21 The Court finds the PAGA Penalties to be reasonable. All PAGA Employees will be sent their
22 share of the PAGA Penalties and will be subject to the release of the Released PAGA Claims as
23 set forth below, whether or not they opt out of the Settlement.

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who were employed by Defendant in California and classified as a
4 non-exempt employee at any time during the Class Period (July 11, 2019 through
December 13, 2024).

5 16. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
7 no individuals who requested exclusion.

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fund the Maximum Settlement Amount and the amount
10 necessary to pay Defendant’s share of payroll taxes thereon within fourteen (14) days of the
11 Effective Date.

12 18. Class Counsel are awarded attorneys' fees in the amount of \$150,000 and costs in
13 the amount of \$24,461.19. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendant, Plaintiff or members of the Class.

15 19. The payment of the Class Representative Service Payment in the amount of
16 \$12,500 to the Plaintiff is approved.

17 20. The payment of \$4,985 to the Administrator for their fees and expenses is
18 approved.

19 21. The PAGA Penalties in the amount of \$40,000 are approved and shall be allocated
20 in accordance with the Agreement.

21 22. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. Defendant has denied that it has done anything wrong and disputes all the claims in
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1 this Action. The entering into or carrying out of the Agreement, and any negotiations or
2 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
3 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
4 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
5 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
7 theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or the
8 Released PAGA Claims.

9 23. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
11 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class
14 Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10
15 days after its entry.

16 24. If the Agreement does not become final and effective in accordance with the terms
17 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
18 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
19 revert to their respective positions as of before entering into the Agreement, and expressly reserve
20 their respective rights regarding the prosecution and defense of this Action, including all available
21 defenses and affirmative defenses, and arguments that any claim in the Action could not be
22 certified as a class action and/or managed as a representative action.

23 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

24 25. Except as set forth in the Agreement and this Final Approval Order and Judgment,
25 Plaintiff, and all members of the Class, shall take nothing in the Action.

26 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
27 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
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1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 27. The Parties are authorized to agree to and to adopt such amendments, modifications
4 and expansions of the Agreement and all exhibits attached thereto which are consistent with this
5 Final Approval Order and Judgment and as approved by the Court.

6 28. Each party shall bear its own attorneys' fees and costs, except as otherwise
7 provided in the Agreement and in this Final Approval Order and Judgment.

8 29. Effective on the date when Defendant fully funds the entire Maximum Settlement
9 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
10 Payments, all Participating Class Members, on behalf of themselves and their respective former
11 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
12 release Released Parties from the Released Class Claims. The "Released Class Claims" are all
13 claims for violations of the following Labor Code sections that were actually alleged or that could
14 have been alleged in the Action by Plaintiff, on behalf of the Class Members for the entire Class
15 Period and, as well as any and all wage and hour claims and that were asserted or could have been
16 asserted based on the factual or legal allegations contained in Plaintiff's Operative Complaint,
17 arising at any time during the Class Period: (a) failure to pay all wages owed, whether due to
18 alleged off the clock work, rounding, failure to correctly calculate the regular rate or any other
19 theory of liability for the underpayment of the minimum wage or overtime (b) failure to provide
20 duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to
21 provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof;
22 (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to provide accurate wage
23 statements; (g) failure to provide wages when due during employment; (h) failure to pay sick pay
24 at the regular rate of pay; (i) unfair business practices; (j) claims for the attorney's fees and costs
25 incurred in the prosecution of this Action on behalf of the Class Members. The release of the
26 Released Class Claims shall be effective as to the entire Class Period. Except as expressly set forth
27 in the Agreement, Participating Class Members do not release any other claims.

1 30. The “Released Parties” are Defendant as well as its parents, subsidiaries, affiliates,
2 related organizations, successors and assigns.

3 31. Effective on the date when Defendant fully funds the entire Maximum Settlement
4 Amount and funds all PAGA Employees and the LWDA are deemed to release, on behalf of
5 themselves and their respective former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
7 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or could have
8 been alleged, based on the facts stated in the operative complaint, and the PAGA Notice submitted
9 by Plaintiff to the LWDA, which occurred during the PAGA Period. The PAGA Released Claims
10 are as follows: (a) penalties under PAGA for alleged violations of Labor Code sections 201-203,
11 204 et seq., 210, 218, 221, 226, 226.7, 227.3, 233, 246 et seq., 510, 512, 558, 1182.12, 1194,
12 1194.2, 1197, 1197.1, 1198, 2802, and 2699 et. seq., CCR Title 8, Section 11040, claims for
13 violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime,
14 meal periods and rest periods, as well as allegations regarding the late payment of wages during
15 employment and of final wages, inaccurate wage statements, failure to provide sick pay and/or pay
16 it at the correct rate, and failure to reimburse business expenses or failure to provide suitable
17 seating; and (b) claims for the attorney’s fees and costs incurred in the prosecution of this Action
18 on behalf of the Class Employees and PAGA Employees. The release of the PAGA Released
19 Claims shall be effective as to the entire PAGA Period.

20 32. As of the Effective Date and upon full funding of the Maximum Settlement
21 Amount by Defendant, Plaintiff releases and discharges the Defendant and the Released Parties
22 from the Plaintiff’s Release as defined and as set forth fully in paragraph 6 of the Agreement.

23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 HON. THOMAS S. CLARK
28 JUDGE, SUPERIOR COURT OF CALIFORNIA

FINAL APPROVAL ORDER AND JUDGMENT