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7 Attorneys for Plaintiff DILLAN BURGHART,
individually, and on behalf of all other similarly situated employees
8 and aggrieved employees pursuant to the California Private Attorneys General Act
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[PROPOSED] ORDER AND JUDGMENT

Plaintiff TELECIA B. HARRIS's ("Plaintiff Harris") and Plaintiff DILLAN BURGHART's ("Plaintiff Burghart") (collectively, the "Plaintiffs") Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and Costs with WATERMARK SERVICES, IV, LLC ("Defendant") came before this Court on July 14, 2026, at 2:30 p.m. in Department 21 of the Alameda County Superior Court located at 1225 Fallon Street, Oakland, CA 94612. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of James Clark in Support of Plaintiffs' Motion for Final Approval (the "Settlement" or "Settlement Agreement"), Plaintiffs' Motion for Final Approval of and the addendum filed 1/6/26 Class Action Settlement, the supporting papers filed by the Parties, the Declaration of Simpluris Inc., Representative Arron Weisel ("Admin Dec."), and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

All persons employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period

3. The "Class Period" is the period from June 1, 2022, through March 31, 2025.

4. For purposes of the Settlement, the Court designates named Plaintiffs TELECIA B. HARRIS and DILLAN BURGHART as Class Representatives, and Blackstone Law, APC and Lavi & Ebrahimi, LLP as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual

1 notice to all class members who could be identified through reasonable effort, and by providing due
2 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
3 The notice fully satisfied the requirements of due process.

4 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
5 fair, reasonable and adequate, and that solely for the purposes of effectuating settlement, the
6 Settlement satisfies the standards and applicable requirements for final approval of this class action
7 settlement under California law, including the provisions of California Code of Civil Procedure
8 section 382 and California Rules of Court, Rule 3.769.

9 7. The Settlement Agreement is not an admission by Defendant or by any other released
10 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
11 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any
12 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
13 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
14 whatsoever by or against Defendant or any of the other Released Parties.

15 8. No Class Members have objected to the terms of the Settlement.

16 9. No Class Members have requested exclusion from the Settlement.

17 10. No Class Members have disputed their Workweeks.

18 11. The Escalator Clause of the Settlement has not been triggered.

19 12. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Two
20 Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00), and also fund the amounts
21 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
22 Administrator no later than thirty (30) days after the Effective Date. (Settlement, §§ 1.22, 4.3)

23 13. The Administrator will issue the following payments within fourteen (14) days after
24 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments, (c) the
25 LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class Counsel Fees
26 Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class Representative
27 Service Payments. (Settlement, § 4.4)

1 14. In addition to any recovery that the named Plaintiffs may receive under the Settlement,
2 and in recognition of the named Plaintiffs' efforts on behalf of the settlement class, the Court hereby
3 approves the payment from the Gross Settlement Amount of Service Payments to the named Plaintiffs
4 in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each.

5 15. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
6 to Class Counsel in the sum ~~Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three~~
7 ~~Dollars and Thirty-Three Cents (\$833,333.33)~~, and the reimbursement of litigation expenses in the
8 sum of Fifty-One Thousand Seventeen Dollars and Thirty-Six Cents (\$51,017.36). Each are
9 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
10 percentage of a common fund obtained for the class. The court also has considered the lodestar
11 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
12 actual benefit obtained for the class. 10% of the Court-approved Attorneys' Fees will be held in an
13 interest-bearing account maintained by the Administrator. This amount will be released by the
14 Administrator to Class Counsel upon the Court's approval at the distribution compliance hearing
15 scheduled below.

16 16. The Court approves and orders payment from the Gross Settlement Amount in the
17 amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Simpluris, Inc. for performance of
18 settlement administration services.

19 17. The Court approves and orders the allocation of One Hundred Twenty-Five Thousand
20 Dollars and Zero Cents (\$125,000.00) of the Gross Settlement Amount as PAGA Penalties.

21 18. The Court approves and orders payment of Ninety-Three Thousand Seven Hundred
22 and Fifty Dollars and Zero Cents (\$93,750.00) (75% of the PAGA Penalties) to the LWDA as the
23 LWDA PAGA Payment as 75% of the PAGA Penalties.

24 19. The Court approves and orders payment of Thirty-One Thousand Two Hundred and
25 Fifty Dollars and Zero Cents (\$31,250.00) (25% of the PAGA Penalties) to be distributed to
26 Aggrieved Employees as Individual PAGA Payments pursuant to the terms of the Settlement.

27 20. In list form, the amounts approved and ordered paid are as follows:

- 28 a. Gross Settlement Amount ("GSA"): \$2,500,000.00
 b. PAGA Penalties: Total \$125,000.00, composed of:

- i. LWDA Payment: \$93,750.00 (75% of PAGA Penalties)
- ii. Aggrieved Employees: \$31,250.00 (25% of PAGA Penalties)
- c. Expected Deductions: ~~Total \$924,350.69~~, composed of:
 - i. \$20,000.00 (\$10,000.00 to each Plaintiff) - Class Representative Service Payment
 - ii. ~~\$833,333.33~~ - Attorneys' Fees of \$750,000
 - iii. \$51,017.36 - Attorneys' Costs
 - iv. \$20,000.00- Settlement Administration Costs
- d. Net Settlement Amount: ~~\$1,450,649.40~~ (GSA, minus PAGA Penalties, minus Expected Deductions)

21. Participating Class Members and Aggrieved Employees will have one hundred twenty (120) calendar days from the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks remaining uncashed for more than one hundred twenty (120) calendar days after issuance shall be voided, ~~and the Administrator shall transmit the funds represented by such checks to the Bay Area Legal Aid, the *Cy Pres* recipient, in the name of the Class Member, thereby leaving no "unpaid residue" within the requirements of California Code of Civil Procedure Section 384, subd. (b).~~ The Administrator shall inform the Parties regarding the status of any uncashed checks at the conclusion of the 120-calendar day check cashing period. Such funds shall not be distributed to the *Cy Pres* beneficiary until after Court approval of a final accounting in this matter.

22. Release by Participating Class Members: Effective upon Defendant's full payment of the Gross Settlement Amount and any Defendant-side payroll taxes, Plaintiffs and the Participating Class Members will release and discharge the Released Parties from all claims (with the exception of the PAGA Released Claims defined below), arising during the Class Period, alleged in the Operative Complaint under any federal, state or local law or administrative order that were pled in the Operative Complaint against Defendant, including but not limited to the failure to pay overtime compensation (Labor Code sections 510, 1194, 1198), the failure to pay at the minimum wage (Labor Code sections 1194, 1197, and 1197.1), the failure to provide meal periods (Labor Code sections 226.7 and 512.), the failure to pay meal period premium pay (Labor Code section 226.7), the failure to provide rest periods (Labor Code section 226.7), the failure to pay rest period premium pay (Labor Code section 226.7), the failure to timely pay wages throughout employment (Labor Code sections 201-204, and 210), the failure to timely pay final wages upon separation of employment (Labor Code sections 201-

203), the failure to provide complete and accurate itemized wage statements (Labor Code sections 226), the failure to pay for accrued and vested vacation days (Labor Code section 227.30), unlawful and unfair business practices, the failure to reimburse reasonable and necessary business expenses (Labor Code sections 2800 and 2802), and any other claims whatsoever that were alleged in the Operative Complaint, including without limitation all related claims for restitution and other equitable relief under Business and Professions Code section 17200 *et seq.* (collectively, the “Released Class Claims”).

the State of California
23. Release by Aggrieved Employees: Effective upon Defendant’s full payment of the Gross Settlement Amount and any Defendant-side payroll taxes, the State of California with respect to the Aggrieved Employees will be deemed to release and discharge the Released Parties from all PAGA claims for civil penalties, arising during the PAGA Period, that are based on the Labor Code violations pled in the PAGA Notice (collectively the “PAGA Released Claims”).

24. Release by Plaintiffs: Effective upon Defendant’s full payment of the Gross Settlement Amount and any Defendant-side payroll taxes, Plaintiffs also agree to release, as individuals and on behalf of their heirs, representatives, successors, assigns and attorneys and in addition to the released claims described in Paragraph 5.1. and 5.2. of the Settlement Agreement, any and all claims of any nature whatsoever they have or may have for any acts occurring on or before the date of execution of the Settlement arising from their employment with Defendant, whether known or unknown, under federal law or state law against Defendant and the Released Parties. The Parties understand and agree that Plaintiffs are not, by way of this release, releasing any workers’ compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims, and that Plaintiffs are, as a result, waiving all rights and benefits afforded by California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the foregoing, Plaintiff Burghart does not release any claims

1 regarding the Fair Employment and Housing Act nor does he release any whistleblowing claims,
2 including, without limitation, under California Labor Code Section 1102.5.

3 25. "Released Parties" means: Defendant and any of its present and former parent
4 companies, subsidiaries, divisions, related or affiliated companies, and all of their respective
5 shareholders, officers, directors, employees, agents, attorneys, insurers, reinsurers, successors and
6 assigns, and any individual or entity that could be liable for any of the Released Class Claims and
7 Released PAGA Claims.

8 26. The "PAGA Period" means the period from June 6, 2022, through March 31, 2025.

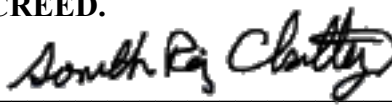
9 27. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
10 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

11 28. This Court shall retain jurisdiction to administer, enforce, interpret, and effectuate the
12 Settlement and Judgment .

13 29. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
14 file, a final report with the Court regarding distribution of settlement funds by 1/18/27,
15 indicating the disbursements were made pursuant to the settlement. A distribution compliance hearing
16 will be held on 1/25/27 at 2:30 PM.

17 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

18 Dated: 07/17/2026



Hon. Somnath Raj Chatterjee
Judge of the Superior Court
S. Raj Chatterjee / Judge