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

12 ROSS PHILLIPS, individually, and on behalf of
13 all others similarly situated,

14 *Plaintiff,*

15 v.

16 KING'S CASINO MANAGEMENT CORP., a
17 California corporation; and DOES 1 through 10,
inclusive,

18 *Defendants.*

Case No.: 23CV007240

Assigned for all purposes to:
Hon. Lauri A. Damrell
Dept. 8B

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: May 8, 2026
Time: 9:00 a.m.
Dept: 8B

Complaint Filed: August 22, 2023
Trial Date: Not set

1 This matter came on for hearing on May 8, 2026, at 9:00 a.m., in Department 8B of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On November 21, 2025, this Court issued a
4 revised Order granting Plaintiff's motion for preliminary approval of class action and PAGA
5 Settlement. Plaintiff Ross Phillips ("Plaintiff") now seeks an order granting final approval of
6 the Amended Class Action and PAGA Settlement Agreement, Release and Class Notice
7 ("Settlement" or "Settlement Agreement"), a copy of which is attached to the Declaration of
8 Lisa B. Iturriaga in Support of Plaintiff's Motion for Preliminary Approval of Class Action and
9 PAGA Settlement as **Exhibit 4**.

10 Having received and considered the Settlement, the supporting papers filed by the
11 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
12 of Class Action and PAGA Settlement granted on November 21, 2025, and the instant Motion
13 for Final Approval of Class Action and PAGA Settlement, the Court grants final approval of
14 the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**
15 **DETERMINATIONS AND FINDINGS:**

16 1. All terms used in this order shall have the same meanings given as those terms are used
17 and/or defined in the parties' Settlement Agreement and the Motion for Final Approval. A copy of
18 the Settlement Agreement is attached to the Declaration of Lisa B. Iturriaga in Support of
19 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as Exhibit 4
20 and is made a part of this Order.

21 2. The Court has personal jurisdiction over Plaintiff and Defendant King's Casino
22 Management Corp. ("Defendant") (collectively, the "Parties") to this litigation and subject matter
23 jurisdiction to approve this Settlement Agreement and all exhibits thereto.

24 3. Pursuant to the Order granting Plaintiff's motion for preliminary approval of class
25 action and PAGA settlement, the Class Notice was sent to each Class Member by First Class mail.
26 These papers informed Class Members of the terms of the Settlement, their right to receive an
27 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
28 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation

1 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
2 Member has objected to the proposed Settlement, and one (1) Class Member has requested
3 exclusion.

4 4. The Court finds and determines that this notice procedure afforded adequate protections
5 to Class Members and provides the basis for the Court to make an informed decision regarding
6 approval of the Settlement based on the responses of the Class. The Court finds and determines
7 that the notice provided in this case was the best notice practicable, which satisfied the
8 requirements of law and due process. Notice was provided to the Class Members in compliance
9 with the Settlement Agreement and Preliminary Approval Order, California Code of Civil
10 Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States
11 Constitutions, and any other applicable law. Specifically, the Class Notice: (i) fully and accurately
12 informed Class Members about the lawsuit and Settlement; (ii) provided sufficient information so
13 that Class Members were able to decide whether to opt-out and pursue their own remedies, or
14 object to the proposed Settlement; (iii) provided procedures for Class Members to request
15 exclusion from the Settlement, to state written objections to the proposed Settlement, to dispute
16 the number of workweeks, and to appear at the hearing; (iv) provided the time, date and place of
17 the final fairness hearing; and (v) provided both English and Spanish translations of the Notice. A
18 full opportunity has been afforded to the Class Members to participate in this hearing and all
19 Settlement Class Members and other persons wishing to be heard have been heard. Accordingly,
20 the Court determines that all Settlement Class Members that did not submit a request for exclusion
21 are bound by this Final Approval Order.

22 5. With respect to the Class and for purposes of approving this Settlement only, this Court
23 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
24 joinder of all members is impracticable; (b) there are questions of law or fact common to the class
25 and a well-defined community of interest among members of the Class with respect to the subject
26 matter of the action; (c) the claims of Class Representative Ross Phillips are typical of the claims
27 of the Class Members; (d) the Class Representative has fairly and adequately protected the interests
28 of the Class; (e) a class action is superior to other available methods for an efficient adjudication

1 of this controversy; and (f) counsel of record for the Class Representative are qualified to serve as
2 Class Counsel. In negotiating, entering and implementing the Settlement Agreement, Plaintiff and
3 Plaintiff's counsel have fairly and adequately represented and protected the interest of the Class
4 Members.

5 6. The Court has certified a Class for settlement purposes only, defined as all persons
6 currently or formerly employed by Defendant as non-exempt, hourly-paid employees during the
7 Settlement Period (from August 22, 2019 up to December 31, 2024) in the State of California. The
8 Court deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a). The
9 Court further finds that the Settlement satisfies the standards and applicable requirements for final
10 approval of this class action settlement under California law, including the provisions of California
11 Code of Civil Procedure sections 382 and California Rules of Court, Rule 3.769, and applicable
12 law.

13 7. The Court hereby confirms Arrash T. Fattahi, Lisa B. Iturriaga, and Arman A. Salehi
14 of Wilshire Law Firm, PLC as Class Counsel.

15 8. The Court hereby confirms Plaintiff as the Class Representative.

16 9. The Court finds and determines that the terms of the Settlement are fair, reasonable,
17 and adequate, and directs the Parties to effectuate the Settlement to be binding on all Class
18 Members according to its terms, having found that the Settlement was reached because of informed
19 and non-collusive arm's length negotiations facilitated by a neutral mediator.

20 10. The Court finds that the Parties conducted adequate investigation, research, and
21 discovery, and that their attorneys were able to reasonably evaluate their respective positions. The
22 Court also finds that the Settlement will enable the Parties to avoid additional and potentially
23 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
24 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
25 recognizes the significant value accorded to the Class. Accordingly, the Court finally **APPROVES**
26 of the terms and conditions contained in the Settlement Agreement as to the Settlement Class
27 Members and the PAGA Releasees. The Court finds that the Settlement is, in all respects, fair,
28 reasonable, adequate, and in the best interests of the Settlement Class Members and PAGA

1 Releasees and hereby directs implementation of all remaining terms, conditions, and provisions of
2 the Settlement Agreement.

3 11. The Court hereby approves that defendant King's Casino Management Corp.
4 ("Defendant") shall pay a total of **\$795,000.00** to resolve this litigation.

5 12. The Court finds and determines that the Individual Settlement Payments to be paid to
6 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
7 hereby gives final approval to and orders the payment of those amounts to be made to the
8 Settlement Class Members in accordance with the Settlement.

9 13. Pursuant to Labor Code Section 2699, subdivision (1)(2), the Court also approves of the
10 Settlement's provisions relating to settlement of claims under the Private Attorneys General Act
11 of 2004, Labor Code Section 2698 et seq. ("PAGA").

12 14. From the Settlement Amount, the Court finds and determines that payment of
13 **\$10,000.00** in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
14 Workforce Development Agency will receive 75% (\$7,500.00), and the remaining 25%
15 (\$2,500.00) will be distributed to Aggrieved Employees (defined as any individual who was
16 employed by Defendant in the State of California, whether current or former, as a non-exempt or
17 hourly-paid employee at any time during the PAGA Settlement Period [September 23, 2022
18 through December 31, 2024]. Where applicable, this definition also includes the Labor and
19 Workforce Development Agency ("LWDA") and the State of California). The Court hereby grants
20 final approval to and orders the payment of the amount in accordance with the Settlement.

21 15. From the Settlement Amount, the Court finds and determines the Class Representative
22 Service Award of **\$10,000.00** to the named Plaintiff is fair and reasonable. The Court hereby grants
23 final approval to and orders the payment of that amount to be paid to the named Plaintiff for his
24 service as a class representative and for his agreement to release claims.

25 16. From the Settlement Amount, the Court finds and determines that the fees and
26 expenses in administering the Settlement incurred by ILYM Group, Inc. ("ILYM") in the amount
27 of **\$12,550.00** are fair and reasonable. The Court hereby grants final approval to and orders the
28 payment of that amount in accordance with the Settlement.

1 17. From the Settlement Amount, the Court hereby awards Class Counsel attorneys' fees
2 in the amount of **\$265,000.00** and litigation costs in the amount of **\$20,627.62**. The Court hereby
3 grants final approval to and orders the payment of those amounts in accordance with the
4 Settlement.

5 18. The Court finds that the Parties adequately performed their obligations under the
6 Settlement Agreement and Preliminary Approval Order.

7 19. Entry of this Final Approval Order shall constitute a full and complete bar against
8 Plaintiff, Settlement Class Members and PAGA Releasees (whether individually, cumulatively or
9 in any combination or in any manner) and in favor of the Released Parties (as defined in the
10 Settlement Agreement) from bringing any Released Claims against Defendant and Released Parties
11 (whether individually, cumulatively or in any combination or in any manner), and shall constitute
12 *res judicata* and collateral estoppel with respect to the Released Claims. As such, as of the Effective
13 Date, the Court finally and permanently bars and restrains all PAGA Releasees from pursuing, or
14 seeking to reopen, any released claims as defined in the Settlement Agreement and/or the Class
15 Notice. Further, upon the receipt of the Attorneys' Fees and Costs, as ordered by the Court on Final
16 Approval of the Class Settlement, Class Counsel shall fully and finally release Defendant and the
17 Released parties from any and all claims for attorneys' fees and expenses arising from the Action,
18 and for attorneys' fees and expenses for any claims released by the Settlement Class Members
19 related to the Action, whether known and unknown, whether under federal, state and/or local law,
20 statute, ordinance, regulation, common law, or other source of law.

21 20. The Court orders the Parties to comply with and carry out all terms and provisions of
22 the Settlement, to the extent that the terms thereunder do not contradict with this order, in which
23 case the provisions of this order shall take precedence and supersede the Settlement Agreement.

24 21. Without affecting the finality of this Order or the entry of judgment in any way, this
25 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
26 administration, effectuation and enforcement of this order and the Settlement.

27 22. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
28 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

1 23. The Settlement Agreement is not a concession or admission and shall not be used
2 against Defendant, or by any other Released Party, as an admission of fault or indication with
3 respect to any claim of any fault or omission by Defendant or any other Released Party. Except as
4 necessary to enforce the terms of the Settlement Agreement, neither the Settlement, nor any
5 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
6 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
7 deemed to be in evidence for any purpose adverse to the Defendant or any Released Party,
8 including, but not limited to, evidence of a presumption, concession, indication or admission by
9 Defendant or any of the other Released Parties of any liability, fault, wrongdoing, omission,
10 concession, or damage, except for legal proceedings concerning the implementation, interpretation,
11 or enforcement of the Settlement Agreement.

12 24. The Parties will bear their own costs and attorneys' fees except as otherwise provided
13 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

14 25. All checks mailed to the Class Members must be cashed within one hundred and eighty
15 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
16 Settlement Administrator shall submit such funds to WEAVE, Inc. The Court finds that this meets
17 the requirements of Code of Civil Procedure section 384.

18 26. Within seven days of this order, the Settlement Administrator shall give notice of
19 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
20 posting a copy of this order and final judgment on its website.

21 27. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6, and
22 California Rule of Court 3.769(h), the Court retains continuing jurisdiction over the Action and
23 the Settlement for purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement
24 administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under
25 court rules or applicable law.

26 28. This final judgment is intended to be a final disposition of the above-captioned action
27 in its entirety and is intended to be immediately appealable. This final judgment resolves and
28 extinguishes all claims released by the Settlement Agreement against Defendant.

1 **29. Judgment.** The Court finds that there is no reason for delay and directs the Clerk to
2 enter judgment in accordance with the terms of this Final Approval Order as of the date of this
3 order. By operation of the entry of this Final Approval Order, the Parties and Settlement Class
4 Members are ordered to perform their respective duties and obligations under the Settlement
5 Agreement.

6 **30. Notice of Judgment.** Plaintiff is to give notice to all Class Members of this Final
7 Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing a
8 Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

9 **31. Copy to LWDA.** Within 10 days of entry of this Final Approval Order and Judgment,
10 Plaintiff shall provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant
11 to Labor Code Section 2699, subdivisions (l), (3), & (4).

12 **32.** Upon completion of administration of the Settlement, the Settlement Administrator will
13 provide written certification of such completion to the Court, which shall be filed with the Court
14 fifteen (15) days before the settlement compliance hearing set for **May 7, 2027, at 10:30 a.m.** If
15 the Court is satisfied that the settlement funds have been fully distributed, no appearance will be
16 required at the settlement compliance hearing.

17 **33.** The Court hereby enters final judgment in accordance with the terms of the Settlement,
18 the Order granting Plaintiff's motion for preliminary approval of class action and PAGA
19 Settlement, and this Order.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED. LET JUDGMENT BE**
21 **ENTERED ACCORDINGLY.**

22 Dated: _____

Honorable Lauri A. Damrell
Sacramento County Superior Court Judge