

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Marissa Hartman and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY NAPA**

MARISSA HARTMAN, individually, and on
behalf of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

NAPA LP HOSPITALITY CORPORATION, a
Kansas corporation; NAPA SPA
CORPORATION, a Kansas corporation;
LODGEWORKS PARTNERS, L.P., a Kansas
limited partnership; and LODGEWORKS
PAYROLL, LLC, a Kansas limited liability
company; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV001166

Honorable Cynthia P. Smith
Department A

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

Date: November 12, 2025
Time: 8:30 a.m.
Dept.: A

Complaint Filed: September 13, 2024
FAC Filed: April 16, 2025
Trial Date: Not Set

1 Plaintiff Marissa Hartman’s (“Plaintiff”) Motion for Final Approval of Class Action and
2 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
3 Costs came before this Court on **November 12, 2025 at 8:30 a.m.** before the Honorable Cynthia P.
4 Smith in Department A of the above-captioned Court located at 825 Brown Street, Napa, California
5 94559.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
10 the Class Representative (Marissa Hartman), and the Settlement Administrator (Garvin Brown on
11 behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction
12 with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents
13 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendants Napa LW Hospitality Corporation, Napa Spa Corporation, Lodgeworks
17 Partners, L.P., and Lodgeworks Payroll, LLC (collectively, “Defendants”) (collectively, with Plaintiff,
18 the “Parties”), including all members of the Class.

19 2. The Court finds that the following Class is properly certified as a class for settlement
20 purposes only: “All current and former non-exempt employees who worked for Defendants in the
21 State of California at any time during the Class Period.” The “Class Period” is defined as the period
22 from September 13, 2019 through July 15, 2024.

23 3. The Court appoints Plaintiff Marissa Hartman as the Class Representative for
24 settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
26 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

27 ///

28 ///

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

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

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$10,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$385,833.33 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$15,731.53. The attorneys’ fees and reimbursement of litigation costs
27 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
28 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding

1 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
2 obtained for the Class.

3 11. The Court approves and orders payment from the Gross Settlement Amount in the
4 amount of \$10,150.00 to ILYM Group, Inc. for performance of settlement administration services.

5 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
6 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
7 PAGA penalties.

8 13. It is hereby ordered that no later than three (3) business days after the Effective Date,
9 Defendants will deposit the Gross Settlement Amount into a Qualified Settlement Fund (“QSF”)
10 within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the
11 Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement
12 Agreement.

13 14. It is hereby ordered that within five (5) business days of the funding of the Gross
14 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
15 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
16 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
17 Settlement Administration Costs to itself.

18 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
19 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
20 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
21 distributed by the Settlement Administrator to the California Controller’s Unclaimed Property
22 Division in the name of the Settlement Class Member and/or PAGA Employee.

23 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
24 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
25 compromised, relinquished, and discharged the Released Parties of all class claims alleged, or
26 reasonably could have been alleged, under state, federal, or local law, whether statutory or common
27 law, based on the facts alleged in the Operative Complaint, which occurred during the Class Period,
28 and expressly excluding all other claims, including claims for vested benefits, wrongful termination,

1 unemployment insurance, disability, social security, workers' compensation, and class claims outside
2 of the Class Period (collectively, "Released Class Claims").

3 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
4 the State of California with respect to all PAGA Employees and all PAGA Employees will be deemed
5 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
6 Released Parties of all PAGA claims alleged in the Operative Complaint and PAGA Letter, which
7 occurred during the PAGA Period, and expressly excluding all other claims, including claims for
8 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers'
9 compensation, and PAGA claims outside of the PAGA Period (collectively, "Released PAGA
10 Claims").

11 18. "Released Parties" means Defendants and each of their past, present, and future
12 respective subsidiaries, dba's, related and affiliated entities, joint ventures, parents, divisions,
13 ownership entities, insurers and reinsurers, and company-sponsored employee benefit plans of any
14 nature, successors, predecessors in interest, and each of their past and present officers, directors,
15 shareholders, employees, agents, members, managing entities, joint employers, integrated enterprises,
16 principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators,
17 fiduciaries, trustees, and anyone acting for any of them.

18 19. This Court shall retain jurisdiction with respect to all matters related to the
19 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
20 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
21 Settlement and the determination of all controversies relating thereto.

22 20. Notice of entry of this Order and Judgment shall be given to the Class Members by
23 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
24 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

25 ///

26 ///

27 ///

28 ///

1 21. A Compliance Hearing is set for _____ at _____
2 in Department A of this Court located at 825 Brown Street, Napa, California 94559. The Settlement
3 Administrator shall file a Final Report by _____.

4 **IT IS SO ORDERED.**

5 Dated: _____

_____ Honorable Cynthia P. Smith