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

VANCE COAR, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

HOTEL EQUITIES GROUP, LLC, a Georgia
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: BCV-22-100229

Honorable Bernard C. Barmann, Jr.
Department H

CLASS ACTION

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

Date: March 14, 2025
Time: 8:30 a.m.
Department: H

Complaint Filed: January 26, 2022
FAC Filed: May 7, 2024
Trial Date: None Set

1 This matter has come before the Honorable Bernard C. Barmann, Jr. in Department H of
2 the above-entitled Court, located at 1215 Truxtun Avenue, Bakersfield, California 93301, on March
3 14, 2025 at 8:30 a.m. for Plaintiff's Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees and Costs, and Enhancement Award ("Motion for Final Approval"). Lawyers *for*
5 Justice, PC appeared as counsel on behalf of Plaintiff Vance Coar ("Plaintiff"), individually and on
6 behalf of all others similarly situated and other aggrieved employees, and Jackson Lewis P.C.,
7 appeared as counsel on behalf of Defendant Hotel Equities Group, Inc. ("Defendant").

8 On December 5, 2024, the Court entered the Amended Order Granting Preliminary
9 Approval of Class Action and PAGA Settlement and Release ("Preliminary Approval Order"),
10 thereby preliminarily approving the settlement of the above-entitled action ("Action") in
11 accordance with the Joint Stipulation of Class Action and PAGA Settlement and Release
12 ("Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits
13 annexed thereto, set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and oral
15 argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All current and former hourly-paid or non-exempt employees of Defendant
28 within the State of California employed between January 26, 2018 through
November 23, 2021 ("Class" or "Class Members").

1 4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was
2 provided to the Class Members, fully and accurately informed the Class Members of all material
3 elements of the Settlement and of their opportunity to participate in the Settlement, object to or
4 comment on the Settlement, or to seek exclusion from, the Settlement; was the best notice
5 practicable under the circumstances; was valid, due, and sufficient notice to all Class Members;
6 and complied fully with the laws of the State of California, the United States Constitution, due
7 process and other applicable law. The Class Notice fairly and adequately described the Settlement
8 and provided the Class Members with adequate instructions and a variety of means to obtain
9 additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful investigation
13 conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the result of
14 serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms
15 of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
16 considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s
17 claims; the risk, expense, and complexity of the claims presented; the likely duration of further
18 litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the
21 Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement
22 and the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Court also finds Class Members also have had a full and fair opportunity to exclude
26 themselves from the Class Settlement. Accordingly, the Court determines that all Class Members
27 who have not submitted a timely and valid Request for Exclusion from the Class Settlement
28 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment

1 (“Final Approval Order and Judgment”), and the State of California and all current and former
2 hourly-paid or non-exempt employees of Defendant within the State of California employed
3 between December 1, 2022 through January 5, 2024 (“PAGA Group Members”) are bound by the
4 PAGA Settlement and this Final Approval Order and Judgment.

5 7. The Court finds that no Class Members have submitted a Request for Exclusion
6 from the Settlement.

7 8. The Court finds that the allocation of \$150,000.00 toward penalties under the
8 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
9 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
10 Penalties as follows: the amount of \$112,500.00 to the California Labor and Workforce
11 Development Agency (“LWDA Payment”), and the amount of \$37,500.00 to be distributed to the
12 PAGA Group Members (“PAGA Amount”), in accordance with the terms and methodology set
13 forth in the Agreement.

14 9. The Court finds that payment of Settlement Administration Costs in the amount of
15 \$9,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
16 notice and settlement administration process. It is hereby ordered that the Settlement
17 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
18 \$9,000.00, in accordance with the terms and methodology set forth in the Agreement.

19 10. The Court finds that the Enhancement Award sought is fair and reasonable for the
20 work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
21 Administrator issue payment in the amount of \$10,000.00 to Plaintiff Vance Coar for his
22 Enhancement Award, according to the terms and methodology set forth in the Agreement.

23 11. The Court finds that the request for Attorneys’ Fees in the amount of \$437,500.00
24 to Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$437,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Agreement.

12. The Court finds that the requested litigation costs and expenses of \$15,018.21 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$15,018.21 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Agreement.

13. The table set forth below shows the calculation of the Net Settlement Amount, to be distributed pursuant to the Settlement:

Maximum Settlement Amount	\$1,250,000.00
Attorneys' Fees	\$437,500.00
Attorneys' Costs	\$15,018.21
Enhancement Award	\$10,000.00
Settlement Administration Costs	\$9,000.00
PAGA Penalties	\$150,000.00
Net Settlement Amount to be paid to Settlement Class Members	\$628,481.79

In addition to the Net Settlement Amount, \$37,500.00 shall be distributed to PAGA Group Members on a *pro rata* basis.

14. The Court hereby orders that upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims, in accordance with the terms set forth in the Settlement Agreement.

15. The Court hereby orders that upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff, the State of California with respect to PAGA Group Members, and all PAGA Group Members will be deemed to have fully, finally, and forever

released, settled, compromised, relinquished, and discharged the Released Parties of all Released
PAGA Claims, in accordance with the terms set forth in the Settlement Agreement.

16. It is hereby ordered that within fifteen (15) calendar days after the Effective Date,
the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid
by Defendant pursuant to the terms of the Settlement Agreement.

17. It is hereby ordered that within thirty (30) calendar days of the Effective Date,
Defendant will make a one-time deposit of the Maximum Settlement Amount, along with
Employer Taxes, into a settlement account to be established by the Settlement Administrator.

18. It is hereby ordered that within seven (7) calendar days of the funding of the
Maximum Settlement Amount, the Settlement Administrator will issue payments due under the
Settlement and approved by the Court, as follows: (a) Individual Settlement Shares to Settlement
Class Members; (b) Individual PAGA Payments to PAGA Group Members; (c) LWDA Payment
to the LWDA; (d) Enhancement Award to Plaintiff; (e) Attorneys' Fees and Costs to Class
Counsel; and (f) Settlement Administration Costs to the Settlement Administrator, in accordance
with the terms and methodology set forth in the Agreement.

19. Each individual settlement payment check will be valid and negotiable for one
hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall
be canceled. All leftover funds associated with such canceled checks will be transmitted to the
California State Controller's Office Unclaimed Property Fund in the names of those individuals
whose checks were canceled and in the respective amounts of those checks, pursuant to California
Code of Civil Procedure section 384, *et seq.* All Settlement Class Members and PAGA Group
Members shall be bound by the terms and conditions of the Settlement Agreement regardless of
whether or not they cash or otherwise negotiate their Individual Settlement Payment check and/or
Individual PAGA Payment check.

20. After entry of this Final Approval Order and Judgment, pursuant to California Rules
of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate

any dispute arising from or in connection with the distribution of settlement benefits.

21. Notice of entry of this Final Approval Order and Judgment shall be given to the Settlement Class Members and PAGA Group Members by posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment. Individualized notice is not required.

22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department H. Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

Dated: _____

By:

Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court