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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

DAIMER FAJARDO, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other non-party Aggrieved
Employees,

Plaintiffs,

vs.

CAVALLO POINT LLC, a California limited
liability company; CPFB TENANT, LLC, a
Delaware limited liability company; CPFB
HOLDINGS, LLC, a Delaware limited liability
company; CPFB OWNER, LLC, a Delaware
limited liability company; DIAMONDROCK
HOSPITALITY COMPANY, a Maryland
corporation; PASSPORT-FT. BAKER
MANAGEMENT LLC, a California limited
liability company; PASSPORT RESORTS,
LLC,

Defendants.

Case No. CV0001875

Assigned to the Hon. Sheila Lichtblau

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: August 26, 2025

Time: 8:30 a.m.

Place: Courtroom H

Complaint Filed: January 22, 2024

Trial Date: None Set

ORDER AND JUDGMENT

1. The Court has received and considered the application of Plaintiff Daimer Fajardo as an aggrieved employee, and as a private attorney general under the Labor Code Private Attorneys General Act of 2004, §§ 2698, *et seq.* (“PAGA”), for approval of the Parties’ PAGA Settlement Agreement (“Settlement”). **GOOD CAUSE** having been shown, the Court hereby approves the Settlement. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees.

3. The Court has considered all relevant factors for determining the fairness of the Settlement, and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Plaintiff; that the Settlement is the result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable.

4. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiff’s PAGA claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

5. Accordingly, the Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement.

6. The Settlement is not an admission by Defendants, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,

concession, or liability whatsoever by or against Defendants.

7. The Court approves the gross settlement amount of \$335,000. After deducting the approved amounts for attorneys' fees and costs and settlement administration costs, the net settlement amount of \$204,065.14 will be allocated as follows: Seventy-Five Percent (75%), or approximately \$153,048.86, shall be paid to the California Labor and Workforce Development Agency, and the remaining Twenty-Five Percent (25%), or approximately \$51,016.28, shall be paid to Aggrieved Employees.

8. The Court hereby awards \$111,667 in attorneys' fees and \$14,717.86 costs to Plaintiff's Counsel, Capstone Law APC. The Court finds that the requested award of attorneys' fees is reasonable for a contingency fee in a PAGA action such as this; i.e., one-third of the common fund created by the settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates are reasonable, and the multiplier is warranted under the circumstances.

9. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator, and approves Settlement Administration Costs of \$4,550.

10. This Judgment shall be binding on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

11. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned action and the parties for purposes of enforcing the terms of the Judgment and the Settlement. This document shall constitute a judgment under California Code of Civil Procedure § 664.6.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Date 11/21/2025



Hon. Sheila Lichtblau
Marin County Superior Court Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **November 19, 2025**, I served the document described as: **[PROPOSED] ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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DIAMONDROCK HOSPITALITY COMPANY
PASSPORT-FT. BAKER MANAGEMENT LLC
PASSPORT RESORTS LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 19, 2025**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature