

FILED
San Diego Superior Court

JAN 13 2026

Clerk of the Superior Court
By: R. Cersosimo, Deputy

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as an individual and on behalf all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

YADIRA RODRIGUEZ ROMAN and DONALD
CLEVINGER, as individuals and on behalf of all
employees similarly situated,

Plaintiffs,

v.

TC CALIFORNIA HOSPITALITY LLC, a
California Limited Liability Company; and DOES
1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00010785-CU-OE-CTL

[Assigned for all purposes to Hon. Richard S.
Whitney, Department C-68]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**ORDER GRANTING FINAL APPROVAL
OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT; JUDGMENT THEREON**

Date: January 9, 2026
Time: 10:30 a.m.
Courtroom: Dept. C-68
Judge: Hon. Richard S. Whitney

Action Filed: March 7, 2024
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on January 9, 2026, upon the Motion for Final Approval of the
3 proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement”) *see* Declaration of
5 Lilit Tunyan in Support of Plaintiffs’ Motion for Final Approval of Class and PAGA Representative
6 Action Settlement [“Tunyan Decl.”], at Exh. 1).

7 On August 22, 2025, the Court entered the order granting preliminary approval of class and
8 PAGA representative action settlement (“Preliminary Approval Order”), thereby preliminarily
9 approving the Settlement.

10 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
11 oral argument, and good cause appearing:

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

13 1. This Order incorporates by reference the definitions in the Agreement, and all capitalized
14 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

15 2. The Court finds that the terms of the proposed Settlement are fair, reasonable, and
16 adequate, pursuant to California Code of Civil Procedure § 382 and California Rule of Court 3.769, et
17 seq. have been satisfied with respect to the Class and the Settlement. The Court hereby makes final its
18 earlier provisional certification of the Class for settlement purposes, as set forth in the Preliminary
19 Approval Order.

20 3. The following persons are certified as Class Members solely for the purpose of
21 entering a settlement in this matter:

22 All current and former non-exempt employees of Defendant TC California Hospitality
23 LLC and CoralTree Hospitality Group LLC, which was named as a defendant by
24 Plaintiff Donald Clevenger in his initial complaint, who worked for Defendant
25 California Hospitality LLC and CoralTree Hospitality Group LLC (or either of them)
26 in Town & Country Resort in San Diego, California during the Class Period (the
27 “Class Period” is from March 7, 2020 through May 18, 2025.) “Participating Class
28 Members” are those Class Members who do not submit timely exclusion requests to
the Settlement Administrator. (Settlement, ¶¶ 1.8, 1.11, 1.34.)

27 4. The following persons are PAGA Group Employees for the purpose of entering a
28 settlement in this matter:

1 All current and former non-exempt employees of Defendant TC California Hospitality
2 LLC, and CoralTree Hospitality Group LLC, which was named as a defendant by
3 Plaintiff Donald Clevenger in his initial complaint, who worked for Defendant
4 California Hospitality LLC and CoralTree Hospitality Group LLC (or either of them)
in Town & Country Resort in San Diego, California during the PAGA Period (the
“PAGA Period” is March 7, 2023 through May 18, 2025.) PAGA Group Members
cannot opt out of the settlement of the PAGA claim. (Settlement, ¶ 5.3.)

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

14 6. Class Member Melissa Garabito submitted a Request for Exclusion on October 30, 2025,
15 and is not a Participating Class Member. No other requests for exclusion have been received.

16 7. No Class Members submitted any notices of objection or workweek disputes.

17 8. The Court hereby grants final approval of the Settlement and finds that it is reasonable
18 and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the
19 Settlement was reached following meaningful discovery and investigation conducted by Tunyan Law,
20 APC, Majarian Law Group, APC and Crosner Legal, PC (“Class Counsel”); that the Settlement is the
21 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the
22 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
23 considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’ claims;
24 the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the
25 amount offered in the Settlement; the extent of investigation and discovery completed; and the
26 experience and views of Class Counsel. The Court has further considered the absence of notices of
27 objection submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be
28 affected in accordance with the Settlement Agreement and the following terms and conditions.

1 9. A full opportunity has been afforded to the Class Members to participate in the Final
2 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The
3 Class Members also have had a full and fair opportunity to exclude themselves from the Class
4 Settlement. Accordingly, the Court determines that all Class Members who have not submitted a valid
5 and timely Request for Exclusion (“Participating Class Members”) and PAGA Group Employees are
6 bound by this Final Approval Order and Judgment.

7 10. The Released Class Claims are as set forth in the Settlement Agreement and Notice.

8 11. The Released PAGA Claims are as set forth in the Settlement Agreement and Notice.

9 12. The Gross Settlement Amount of the Settlement is **\$667,095.00** (plus Defendant’s
10 employer share of taxes), from which the following estimated awards shall be deducted: \$20,000.00 for
11 Service Payments to Plaintiffs (\$10,000.00 to each Plaintiff), \$222,365.00 for attorneys’ fees,
12 \$31,431.68 in litigation costs, \$14,500.00 in administration costs, and \$50,000 as a PAGA Allocation
13 (with 75% (\$37,500.00 allocated to LWDA and 25% (\$12,500.00) to PAGA Employees). The
14 remaining Net Class Settlement Amount (which excludes the employer share of taxes and excludes
15 PAGA allocation of \$12,500.00 to PAGA Group Employees) of at least **\$328,798.32** shall be paid to the
16 Class Members in accordance with the terms of the Settlement Agreement. PAGA Group Employees
17 will receive \$12,500 as PAGA allocation to PAGA Group Employees from the Gross Settlement
18 Amount. The Court finally approves the estimated Net Settlement Payment of at least **\$341,298.32** to
19 Class Members and PAGA Group Employees in accordance with the distribution formulas provided in
20 the Settlement Agreement.

21 13. Plaintiffs YADIRA RODRIGUEZ ROMAN and DONALD CLEVINGER are
22 appointed as the Class Representatives. The Court finds that the Service Payments sought are fair and
23 reasonable for the work performed by Plaintiffs on behalf of the Class, the State of California, and the
24 PAGA Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount
25 of **\$10,000.00** to each Plaintiff (total **\$20,000**) for their Service Payments, according to the terms set
26 forth in the Settlement Agreement.

27 14. The Court appoints Phoenix Class Action Administration Solutions to act as the
28 Settlement Administrator, pursuant to the terms set forth in the Agreement. The Court finds that

1 payment of Settlement Administration Fees in the amount of \$14,500.00 is appropriate for the services
2 performed and costs incurred and to be incurred for the notice and settlement administration process. It
3 is hereby ordered that the Settlement Administrator, Phoenix Class Action Administration Solutions
4 shall issue payment to itself in the amount of **\$14,500.00**, in accordance with the terms set forth in
5 Settlement Agreement.

6 15. The Court finds that the allocation of **\$50,000.00** toward penalties under the California
7 Private Attorneys General Act of 2004 ("PAGA Payment") is fair, reasonable, and appropriate, and
8 hereby approved. The Settlement Administrator shall distribute the PAGA Payment as follows: the
9 amount of **\$37,500.00** to the California Labor and Workforce Development Agency ("LWDA
10 Payment"), and the amount of **\$12,500.00** to be distributed on a pro rata basis to PAGA Employees,
11 according to the terms set forth in the Settlement Agreement.

12 16. The Court appoints TUNYAN LAW, APC, MAJARIAN LAW GROUP, APC and
13 CROSNER LEGAL, PC as counsel for the Class ("Class Counsel"). The Court finds that the request for
14 attorneys' fees in the amount of \$222,365.00 to Class Counsel falls within the range of reasonableness,
15 and the results achieved justify the award sought. The requested attorneys' fees to Class Counsel are fair,
16 reasonable, and appropriate, and are hereby approved. It is hereby ordered that the Settlement
17 Administrator issue payment in the amount of **\$222,365.00** to Class Counsel for attorneys' fees, in
18 accordance with the terms set forth in the Settlement Agreement.

19 17. The Court finds that reimbursement of litigation costs and expenses in the amount of
20 \$32,000.00 to Class Counsel is reasonable and hereby approved. It is hereby ordered that the Settlement
21 Administrator issue payment in the amount of **\$31,431.68** to Class Counsel for reimbursement of
22 litigation costs and expenses, in accordance with the terms set forth in the Settlement Agreement.

23 18. The Court hereby enters Judgment by which Participating Class Members shall be
24 conclusively determined to have given a release of any and all Released Class Claims against the
25 Released Parties, and all PAGA Members shall be bound by the Settlement and may not recover PAGA
26 penalties for any alleged violation covered by the Settlement Agreement. See *Arias v. Superior Court*
27 (2009) 46 Cal.4th 969.

28 19. Any settlement checks that are provided to the Class Members and remain uncashed

1 after 180 days of the date of issuance will be cancelled, and the moneys will be transmitted to the
2 directed to the California Controller's Unclaimed Property Fund in the name of the Class Member
3 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure §
4 384(b).

5 20. Defendant shall pay the Gross Settlement Amount and the employer's share of payroll
6 taxes in connection with the wages portion of the Settlement shares pursuant to the timeline and
7 procedure described in the Settlement Agreement and the Notice, and the Settlement Administrator shall
8 disburse the funds in accordance with the Settlement Agreement and the Notice.

9 21. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
10 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
11 Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested
12 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or
13 in connection with the distribution of settlement benefits.

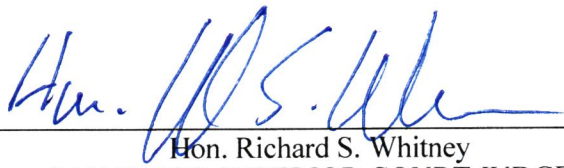
14 22. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
15 Members by the Settlement Administrator by posting a copy of the Final Approval Order and Judgment
16 on the Settlement Administrator's website for a period of at least ninety (90) calendar days after the date
17 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

18 23. A Final Report, including any declaration from the Settlement Administrator regarding
19 compliance, shall be filed with the Court no later than twenty (20) days after the Settlement Administrator
20 disburses all funds.

21
22 **IT IS SO ORDERED.**

23
24
25
26 Dated: _____

1-13-26



Hon. Richard S. Whitney
SAN DIEGO SUPERIOR COURT JUDGE