

03/24/2026

KIM TURNER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO

Ramirez, Taylor

DEPUTY CLERK

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Vicor Martinez and the Putative Class

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

VICTOR MARTINEZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

STANFORD INN BY THE SEA ECO
RESORT, a fictitious business entity;
JEFFREY STANFORD, an individual;
JOAN STANFORD, an individual; and DOES
1 through 10, inclusive,

Defendants.

Case No. 24CV00539

~~Assigned to: Hon. Clayton Drennon~~

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT APPROVING
CLASS SETTLEMENT**

HEARING INFORMATION:

DATE: ~~March 19, 2026~~

3-20-26

TIME: ~~2:00 p.m.~~

9:30

LOCATION: ~~Ten Mile Branch~~

Ukiah Branch

Complaint Filed: May 1, 2024

Trial Date: None Set

1 This matter came on for hearing on March 19, 2026, at 2:00 p.m. in Ten Mile Branch of the
2 above-captioned court on Plaintiff's Motion for Final Approval of Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the Class Action and PAGA
4 Settlement Agreement and Class Notice (the "Settlement") filed herewith which provides for a
5 Gross Settlement Amount of \$525,000.00 in compromise of all disputed claims on behalf of
6 current and former non-exempt employees employed by Defendants Stanford Inn by the Sea Eco
7 Resort, Jeffrey Stanford, and Joan Stanford (collectively, "Defendants") who worked in California
8 during the Class Period. All capitalized terms used herein shall have the same meaning as defined
9 in the Settlement.

10 In accordance with Court's prior ruling granting Preliminary Approval of Class Action
11 Settlement, Class Members have been given notice of the terms of the Settlement and the
12 opportunity to request exclusion, comment upon or object to it or to any of its terms. Having
13 received and considered the Settlement, the supporting papers filed by the Parties, and the
14 evidence and argument received by the Court in conjunction with the motions for preliminary and
15 final approval of the Settlement, the Court grants final approval of the Settlement and
16 HEREBY ORDERS, ADJUDGES, DECREES, AND MAKES THE FOLLOWING
17 DETERMINATIONS:

18 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
19 to the Action, including all Class Members who did not request to be excluded from the
20 Settlement. Pursuant to this Court's ruling granting the Motion for Preliminary Approval of Class
21 Action Settlement of August 22, 2025, the Notice Packet was sent to each Class Member by First
22 Class U.S. mail. The Notice Packet informed Class Members of the terms of the Settlement, their
23 right to receive their proportional share of the Settlement, their right to request exclusion, their
24 right to comment upon or object to the Settlement, and their right to appear in person or by counsel
25 at the final approval hearing and be heard regarding final approval of the Settlement. Adequate
26 periods of time were provided by each of these procedures. No member of the Class presented
27 written objections to the proposed Settlement as part of this notice process, stated an intention to
28 appear, or actually appeared at the final approval hearing.

2. For purposes of this Final Order and Judgment, the Class Members are all persons employed by Defendants, in California and classified as an hourly, non-exempt employee who worked for Defendants during the Class Period.

3. The Court finds and determines that the notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding final approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process as to all persons entitled to such notice.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

4. Plaintiff's Release. Plaintiff and its respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Additionally, the Parties agree that nothing in this Agreement shall be construed to release any of the claims or the relief sought by Plaintiff for any wrongful termination and disability discrimination claims, which are being settled separately, pursuant to an individual settlement agreement addressing those claims. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be

1 and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
2 discovery of them.

3 5. Release by Participating Class Members. All Participating Class Members, on
4 behalf of themselves and their respective former and present representatives, agents, attorneys,
5 heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were
6 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
7 Operative Complaint and ascertained in the course of the Action including, any and all claims
8 involving any alleged (1) Failure to Pay Minimum Wage for All Hours Worked (Labor Code §§
9 1182.12, 1194, 1194.2, 1197 and 1197.1); (2) Failure to Pay Overtime Compensation (Lab. Code
10 §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, and IWC Wage
11 Orders); (4) Failure to Provide Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders); (5)
12 Waiting Time Penalties (Lab. Code §§ 201-203); (6) Failure to Provide Accurate Wage Statements
13 (Lab. Code § 226); (7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.);
14 (8) Private Attorneys General Act (Labor Code §§ 2698, et seq.); (9) Failure to Reimburse
15 Business Expenses (Lab. Code § 2802); (10) Failure to Provide Wages When Due (Lab. Code §§
16 201, 202, and 203); (11) Failure to Pay Sick Pay Wages (Lab. Code §§ 201-203, 233, 246); (12)
17 Failure to Pay Timely Earned Wages During Employment (Lab. Code §§ 204, 210); (13) Failure to
18 Pay Vacation Wages (Cal. Lab. Code § 227.3 and IWC Wage Orders); (14) Failure to Provide
19 Seating (Cal. Lab. Code § 1198 and IWC Wage Orders); and (15) Wage Theft Protection Act of
20 2011 (Cal. Lab. Code § 2810.5). Except as set forth in Sections 5.1 and 6.3 of this Agreement,
21 Participating Class Members do not release any other claims, including claims for vested benefits,
22 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
23 insurance, disability, social security, workers' compensation, or claims based on facts occurring
24 outside the Class Period.

25 6. The Court further finds and determines that the terms of the Settlement are fair,
26 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
27 provisions of the Settlement, including the release of claims contained therein, should be and
28 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement

1 according to its terms. As of the Effective Date of Settlement, and for the duration of the Class
2 Period, all Class Members are hereby deemed to have waived and released all Released Claims
3 and are forever barred and enjoined from prosecuting the Released Claims against the Releasees as
4 fully set forth in the Settlement. No objections were received by the Parties or the Court through
5 the date of this Final Order and Judgment.

6 7. The Court finds and determines that (a) the Individual Class Payment to be paid
7 to Participating Class Members and (b) the \$37,500.00 payment to the LWDA for the PAGA
8 penalty under the California Labor Code Private Attorneys General Act of 2004, as amended,
9 California Labor Code sections 2699 et seq., as provided for by the Settlement are fair and
10 reasonable. The Court hereby grants final approval to, and orders the payment of, those amounts
11 be made to the Participating Class Members and to the California Labor and Workforce
12 Development Agency, in accordance with the terms of the Settlement.

13 8. The Court further grants final approval to and orders that the following payments be
14 made in accordance with the terms of the Settlement:

- 15 a. A Class Counsel Fees Payment in the amount of \$174,982.50 for
16 attorney's fees and a Class Counsel Litigation Expenses Payment in the amount of \$12,270.33 to
17 Class Counsel;
- 18 b. \$10,000.00 as a Class Representative Service Payment payable to Plaintiff
19 Victor Martinez for his service as the class representative;
- 20 c. \$6,950.00 as an Administration Expenses Payment payable to the Settlement
21 Administrator for its services as the Administrator;
- 22 d. Payment of \$37,500.00 (75% of the \$50,000.00 PAGA penalty) to the
23 LWDA;
- 24 e. Payment of \$12,500.00 (25% of the \$50,000.00 PAGA penalty) to the
25 Aggrieved Employees; and
- 26 f. Employer-side payroll taxes to be paid in addition to the Gross Settlement
27 Amount by Defendant.

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1 9. The settlement administration shall proceed as directed in the Settlement, and no
2 payments pursuant to the Settlement shall be distributed until after the Effective Date. Without
3 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction of
4 all matters relating to the interpretation, administration, implementation, effectuation and
5 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
6 Court 3.769(h).

7 10. Defendant shall fully fund the Gross Settlement Amount and all employer-side
8 payroll taxes by transmitting the funds to the Settlement Administrator no later than fourteen (14)
9 days after the Effective Date.

10 11. Defendants' payment of such sums shall be the sole financial obligation of
11 Defendants under the Settlement and shall be in full satisfaction of all claims released herein,
12 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
13 expenses.

14 12. Pursuant to CCP sec. 384 and the Settlement, Participating Class Members shall
15 have one hundred and eighty (180) days from the date of the check's issuance to cash their
16 Settlement Share check. After the expiration of the 180-day period, on Defendants' behalf, the
17 Settlement Administrator shall remit any amounts from Voided Settlement Checks and otherwise
18 unclaimed (the "Residue"), together with any interest actually accrued in the settlement fund, as
19 follows: California State Bar Justice Gap Fund. California State Bar Justice Gap Fund is referred
20 to hereafter as the "Cy Pres Recipient."

21 13. The Parties shall file a final accounting report by 7/20/2026. A nonappearance
22 case review regarding submission of the final report is scheduled for 08/21/2026 at
23 9:00am .m. in Dept. E.

24 14. Nothing in this Final Order and Judgment shall preclude any action to enforce the
25 Parties' obligations under the Settlement or hereunder, including the requirement that Defendants
26 deposit funds for distribution by the Administrator to participating Class Members in accordance
27 with the Settlement.

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1 15. The Court hereby enters final Judgment in this case in accordance with the terms of
2 the Settlement, Order Granting Motion for Preliminary Approval of Class Action Settlement, and
3 this Final Order and Judgment.

4 16. The Parties are hereby ordered to comply with the terms of the Settlement.

5 17. The Parties shall bear their own costs and attorneys' fees except as otherwise
6 provided by the Settlement and this Final Order and Judgment.

7 18. The Settlement is not an admission by Defendant nor is this Final Order and
8 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant.
9 Furthermore, the Settlement is not a concession by Defendant and shall not be used as an
10 admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and
11 Judgment, Settlement, any document referred to herein, any exhibit to any document referred to
12 herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related to
13 the Settlement are to be construed as, or deemed to be evidence of, or an admission or concession
14 with regard to, the denials or defenses of Defendant, and shall not be offered in evidence in any
15 proceeding against the Parties hereto in any Court, administrative agency, or other tribunal for any
16 purpose whatsoever other than to enforce the provisions of this Final Order and Judgment. This
17 Final Order and Judgment, the Settlement and exhibits thereto, and any other papers and records
18 on file in the Action may be filed in this Court or in any other litigation as evidence of the
19 settlement by Defendant to support a defense of res judicata, collateral estoppel, release, or other
20 theory of claim or issue preclusion or similar defense as to the Released Class Claims and the
21 Released PAGA Claims.

22 19. This document shall constitute a Judgment for purposes of California Rule of Court
23 3.769(h).

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IT IS SO ORDERED, ADJUDGED AND DECREED.

3/20/2026 10:16:10 AM

Dated: 3/20/2026



Mon. ~~Clayton Brennan~~ Jeanine B. Nadel
Mendocino County Superior Court

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