

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Rachel Newman (State Bar #350826)
Jennifer Gerstenzang (State Bar #279810)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com
jenny@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiff DEANNA RICKETTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SISKIYOU

DEANNA RICKETTS, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiffs,

v.

MOUNTAIN SILVERADO, INC., a
California Corporation; DENNIS R.
ERICKSON, an individual; and DOES 1
through 50, Inclusive,

Defendants.

Case No.: 22CV00796

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: February 20, 2025
Time: 9:30 a.m.

Judge: Hon. Karen L. Dixon
Dept.: 2

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Attorneys' Fees and
3 Costs and Service Award duly came on for hearing on February 20, 2025, before the above-entitled
4 Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff
5 Deanna Ricketts ("Plaintiff"). Gordon Rees Scully Mansukhani appeared on behalf of Defendants
6 Mountain Silverado, Inc. and Dennis R. Erickson (hereinafter "Defendants").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Siskiyou ("Court"), Case No. 22CV00796,
15 entitled *Deanna Ricketts v. Mountain Silverado, Inc., et al.* and over all Parties to this litigation,
16 including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On September 26, 2024, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was
24 mailed by first class mail to the Class Members at their last known addresses on October 17, 2024.
25 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was December 2, 2024.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. No Class Members requested
4 exclusion.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$600,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. No requests for exclusion were
18 received.

19 e. The participation rate is high. 100% of Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
23 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
24 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Settlement Class Members.

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1 **PAGA Payment**

2 9. The Agreement provides for a PAGA Payment in the amount of \$30,000.00.
3 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
4 the allocation of \$22,500.00 to the Labor and Workforce Development Agency (“LWDA Payment”) and
5 \$7,500.00 to Aggrieved Employees (“Aggrieved Employee Payment”) is fair and reasonable
6 and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th
7 56.

8 **Attorneys’ Fees and Costs**

9 10. The Agreement provides for a payment for Attorneys’ Fees and Costs in the
10 amount of up to Two Hundred and Twenty Thousand Dollars and Zero Cents (\$220,000.00).
11 Subject to Court approval, the Attorneys’ Fees and Costs consists of attorneys’ fees equal to one-
12 third (1/3) of the Gross Settlement Amount, or Two Hundred Thousand Dollars and Zero Cents
13 (\$200,000.00) and reimbursement of litigation expenses in the amount of Twenty Thousand Dollars
14 and Zero Cents (\$20,000.00).

15 11. An Attorneys’ Fees and Costs payment of Two Hundred and Twenty
16 Thousand Dollars and Zero Cents (\$220,000.00) comprised of attorneys’ fees in the amount of Two
17 Hundred Thousand Dollars and Zero Cents (\$200,000.00) and reimbursement of litigation expenses
18 in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00) is reasonable in light of
19 the contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested attorneys’ fee award represents 1/3 of the common fund,
21 which is reasonable, and is supported by Class Counsel’s lodestar.

22 **Service Award**

23 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
24 and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court’s approval. The Court finds that the
25 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is reasonable in light of the risks and
26 burdens undertaken by the Plaintiff in this class action litigation.

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1 **Claims Administration Expenses**

2 13. The Agreement provides for Claims Administration Expenses to be paid in
3 an amount not to exceed \$5,500.00. The Declaration of the Administrator provides that the actual
4 Claims Administration Expenses were \$5,500. The amount of this payment is reasonable in light of
5 the work performed by the Administrator.

6 **II.**

7 **ORDERS**

8 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

9 1. The Class is certified for the purposes of settlement only. The Settlement
10 Class is hereby defined to include:

11 All non-exempt employees who are or previously were employed by Defendant
12 Mountain Silverado, Inc. and performed work in California during the period of
13 December 9, 2018 to February 29, 2024 (the "Class Period").

14 2. There are 105 members of the Class. Every person in the Class who did not
15 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
16 to the Settlement.

17 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
18 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
19 this Order and the terms of the Agreement.

20 4. Defendants shall fund the Gross Settlement Amount on the Funding Date. In
21 exchange the Class Members shall release the "Released Parties" from the "Released Class Claims"
22 and Plaintiff and the LWDA shall release the "Released Parties" from the "Released PAGA Claims."

23 a. The "Released Parties" means Defendants, including their officers,
24 directors, members, shareholders, partners, former and current employees, parents, related
25 companies, affiliated companies, agents, and heirs.

26 b. "Defendants" are defined as Mountain Silverado, Inc. and Dennis R.
27 Erickson.

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1 c. The “Released Class Claims” are defined as all claims, rights,
2 demands, liabilities, and causes of action that were or could have reasonably been pleaded based
3 upon, arising from, or reasonably related to, the factual allegations set forth in the operative
4 complaint in the Action, all claims that were alleged, or reasonably could have been alleged, based
5 on the facts stated in the Operative Complaint that occurred during the Class Period, including, but
6 not limited to, any and all claims for: (a) failure to pay all regular wages, minimum wages, and
7 overtime wages due; (b) failure to provide meal periods or compensation in lieu thereof; (c) failure
8 to provide rest periods or compensation in lieu thereof; (d) failure to reimburse necessary business
9 expenses; € failure to provide complete, accurate itemized wage statements; (f) failure to pay wages
10 timely at time of termination or resignation; and (g) unfair business practices that could have been
11 premised on the labor code violations alleged and released herein. Except as set forth above,
12 Participating Class Members do not release any other claims, including claims for vested benefits,
13 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
14 disability, workers’ compensation, or claims based on facts occurring outside the Class Period.

15 d. The “Released PAGA Claims” are defined as claims for PAGA
16 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
17 Operative Complaint and the notice that Plaintiff sent to the California Labor and Workforce
18 Development Agency and any amendments thereto (“LWDA”) (“PAGA Notice”), that occurred
19 during the PAGA Period, including any and all claims for civil penalties for violations of Labor
20 Code sections 201 – 204, 210, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197,
21 1198, and 2699, regardless of whether the Aggrieved Employee opts out from the Settlement
22 Agreement. Except as set forth above, Aggrieved Employees do not release any other claims,
23 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
24 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
25 based on facts occurring outside the PAGA Period.

26 5. Class Counsel are awarded attorneys’ fees in the amount of Two Hundred
27 and Twenty Thousand Dollars and Zero Cents (\$220,000.00) for the Attorneys’ Fees and Costs
28 comprised of Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) (“Attorneys’ Fees”)

1 and Costs in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00). Class Counsel
2 shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or
3 members of the Class.

4 6. The payment of the Service Award to the Plaintiff in the amount of
5 \$10,000.00 is approved.

6 7. The payment of \$5,500.00 to the Administrator for Claims Administration
7 Expenses is approved.

8 8. The PAGA Payment of \$30,000.00 is hereby approved as fair, reasonable,
9 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
10 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
11 fraud or collusion.

12 9. Final Judgment is hereby entered in this action. The Final Judgment shall
13 bind each Settlement Class Member.

14 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
15 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
16 ("PAGA").

17 11. The Court further finds and determines that Class Counsel satisfied California
18 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
19 under the Private Attorney General Act ("PAGA") on September 28, 2022.

20 12. The Court orders Class Counsel to comply with California Labor Code §
21 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
22 entry of this Order.

23 13. The Agreement is not an admission by Defendants, nor is this Final Approval
24 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
25 Defendants. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
26 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
27 admission by or against Defendants of any fault, wrongdoing, or liability whatsoever. The entering
28 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not

1 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
2 to the denials or defenses by Defendants and shall not be offered in evidence in any action or
3 proceeding against Defendants in any court, administrative agency or other tribunal for any purpose
4 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
5 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
6 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
7 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
8 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
9 or issue preclusion or similar defense as to the claims being released by the Settlement.

10 14. Notice of entry of this Final Approval Order and Judgment shall be given to
11 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
12 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
13 Approval Order and Judgment shall be posted on Administrator's website as indicated in the Class
14 Notice.

15 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
16 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
17 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
18 connection with the distribution of settlement benefits.

19 16. If the Settlement does not become final and effective in accordance with the
20 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
21 Defendants consistent with the terms of the Settlement, then this Final Approval Order and
22 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
23 be vacated.

24 **IT IS SO ORDERED.**

25 DATED: _____, 2025

26 _____
27 Hon. Karen L. Dixon
28 JUDGE OF THE SUPERIOR COURT