

ORIGINAL

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 10 2018

L. Hall

5 *Attorneys for Plaintiff and the Class*

KTC

MAY 11 2018

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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF RIVERSIDE**

9 DANIEL WETMORE; individually, and on
10 behalf of other members of the general public
11 similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

12 Plaintiff,

13 vs.

14 WATERSTONE, LLC, an unknown business
15 entity; and DOES 1 through 100, inclusive,

16 Defendants.

Case No.: MCC1500398

Honorable Sharon J. Waters
Department 10

CLASS ACTION

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

Reservation No.: RES77691
Date: May 10, 2018
Time: 8:30 a.m.
Department: 10

Complaint Filed: September 21, 2015
FAC Filed: June 21, 2017
Jury Trial Date: None Set

FILED BY FAX

ASW

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[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

1 This matter has come before the Honorable Sharon J. Waters in Department 10 of the
2 above-entitled Court, located at 4050 Main Street, Riverside, California 92501, on Plaintiff
3 Daniel Wetmore's ("Plaintiff") Motion for Final Approval of Class Action Settlement,
4 Attorneys' Fees, Costs, and Service Award ("Motion for Final Approval"). Lawyers for Justice,
5 PC appeared on behalf of Plaintiff and Tressler LLP appeared on behalf of Defendant
6 Waterstone, LLC ("Defendant").

7 On January 17, 2018, the Court entered an Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
9 settlement of the above-entitled action ("Action") in accordance with the First Amended Class
10 Action and PAGA Settlement Agreement and Release of Claims ("Settlement," "Agreement," or
11 "Settlement Agreement"), which, together with the exhibits annexed thereto, set forth the terms
12 and conditions for settlement of the Action.

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

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

16 1. All terms used herein shall have the same meaning as defined in the Settlement
17 Agreement and the Preliminary Approval Order.

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

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

24 The Class is hereby defined to include:

25 All current and former hourly-paid or non-exempt individuals employed by
26 Defendant within the State of California at any time during the period from
September 21, 2011 to January 17, 2018.

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

10 5. Pursuant to California law, the Court hereby grants final approval of the
11 Settlement and finds it reasonable and adequate, and in the best interests of the Class as a whole.
12 More specifically, the Court finds that the Settlement was reached following meaningful
13 discovery and investigation conducted by Class Counsel; that the Settlement is the result of
14 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
15 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
16 has considered all of the evidence presented, including evidence regarding the strength of the
17 Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; financial circumstances of Defendant; and the experience and views of Class
20 Counsel. The Court has considered that there were only two (2) valid and timely Requests for
21 Exclusion submitted by Class Members to the Settlement Administrator. The Court has further
22 considered the two (2) Objection Form submissions from Aric D. Cordero and Nayelli Gil
23 Rincon and that Nayelli Gil Rincon also submitted an Exclusion Form. The Court finds that
24 Nayelli Gil Rincon's Exclusion Form shall be honored. The Court hereby overrules, in their
25 entirety, the objection submissions made by Aric D. Cordero and Nayelli Gil Rincon and directs
26 that the Settlement be affected in accordance with the Settlement Agreement and the following
27 terms and conditions.

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

7 7. The Court finds that Class Members, Sean Jones and Nayelli Gil Rincon, have
8 timely and validly opted out of the Settlement and will not be bound by this Final Approval
9 Order and Judgment.

10 8. The plan of allocation and distribution of the Gross Settlement Fund is fair,
11 adequate, and reasonable, and hereby approved. It is hereby ordered that Defendant shall pay the
12 Gross Settlement Fund, in accordance with the methodology and terms set forth in the Settlement
13 Agreement.

14 9. It is hereby ordered that the Settlement Administrator, Simpluris, Inc.
15 ("Simpluris"), shall issue payment to itself in the amount of \$15,448 for the services performed
16 and costs incurred for the notice and settlement administration process, in accordance with the
17 Settlement Agreement.

18 10. It is hereby ordered that the Settlement Administrator shall distribute settlement
19 payments to all Settlement Class Members, according to the methodology and terms set forth in
20 the Settlement Agreement.

21 11. It is further ordered, pursuant to California Code of Civil Procedure section 384,
22 that all settlement checks issued to Settlement Class Members that are not cashed within one
23 hundred eighty (180) calendar days after they are issued will be cancelled. The funds associated
24 with all such cancelled checks will be considered unpaid, unclaimed, or abandoned cash residue
25 ("Unpaid Residue"), and the Unpaid Residue plus any accrued interest that has not otherwise
26 been distributed, shall be transmitted, in accordance with California Code of Civil Procedure
27 section 384, as amended, as follows: twenty-five percent (25%) to the State Treasury for deposit
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1 in the Trial Court Improvement and Modernization Fund and seventy-five percent (75%) to the
2 State Treasury for deposit into the Equal Access Fund of the Judicial Branch.

3 12. The Court finds that the Service Award sought is fair and reasonable for the work
4 performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
5 Administrator issue payment to Plaintiff Daniel Wetmore in the amount of ~~\$6,500~~ ^{\$2,500.00 SWD} for his Service
6 Award.

7 13. The Court finds that the allocation of \$10,000 toward penalties under the
8 California Private Attorneys General Act of 2004 ("PAGA Payment"), is fair, reasonable, and
9 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
10 Payment as follows: the amount of \$7,500 to the California Labor and Workforce Development
11 Agency, and the amount of \$2,500 to be a part of the Net Settlement Fund for distribution to
12 Settlement Class Members according to the methodology and terms set forth in the Settlement
13 Agreement.

14 14. The Court finds that the request for an award of attorneys' fees in the amount of
15 \$131,250 falls within the range of reasonableness, and the results achieved justify the award
16 sought. The requested attorneys' fees are fair, reasonable, and appropriate, and are hereby
17 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
18 \$131,250 to Lawyers for Justice, PC for attorneys' fees, according to the methodology and terms
19 set forth in the Settlement Agreement.

20 15. The Court finds that reimbursement of litigation costs and expenses in the amount
21 of \$13,092.58 incurred by Class Counsel is reasonable, and hereby approved. It is hereby
22 ordered that the Settlement Administrator issue payment in the amount of \$13,092.58 to Lawyers
23 for Justice, PC for reimbursement of litigation costs and expenses.

24 16. The Court hereby enters Judgment by which Settlement Class Members shall be
25 conclusively determined to have given a release of any Released Claims against the Released
26 Parties, as set forth in the Settlement Agreement and the Notice Packet.

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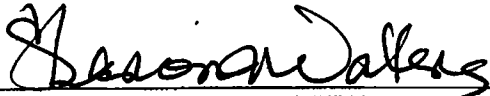
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17. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested 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.

18. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on Simpluris, Inc.'s website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. No individualized notice shall be required.

19. A report concerning the funds distributed by the Settlement Administrator shall be filed by July 20, 2019.

Dated: May 10, 2018


HONORABLE SHARON J. WATERS
JUDGE OF THE SUPERIOR COURT

DATE: 05/14/18

DEPT: 01

36. RIC1721372 Other-PI/PD/WD Tort- FILED: 11/13/17
CASE NAME: RATHNAM VS CASTLE PARK
DEFAULT DEPARTMENT: 04

TIME: 8:30

HEARING: Case Management Conference Hearing

Vacate

Eligible (Assigned) - Cf. med.

120 days

Plaintiff(s)
JOHN RATHNAM

CHAMBERS & NORONHA

Defendant(s)
FESTIVAL FUN PARKS LLC
FESTIVAL FUN PARKS LLC

Served
Answered AMARO BALDWIN LLP

01/25/18 170G 170.6 CCP filed by FESTIVAL FUN PARKS LLC,
FESTIVAL FUN PARKS LLC against Judge Sunshine S
Sykes is granted.