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Attorneys for Plaintiff DANIELLE ERVIN,
individually and on behalf of all others similarly situated

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

DANIELLE ERVIN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WELCOME SACRAMENTO LLC,
a California Limited Liability Company dba
Courtyard by Marriott Sacramento Cal Expo
and DBA Fairfield Inn Sacramento Cal-Expo;
WELCOME GROUP MANAGEMENT, LLC,
a California Limited Liability Company; and
WELCOME GROUP, INC., a California
Corporation and DOES 1-50, inclusive,

Defendants.

FILED
Superior Court of California
County of Sacramento
10/25/2024
T. Shaddix, Deputy

Case No. 34-2022-00332108

ASSIGNED FOR ALL PURPOSES TO:
Honorable Jill Talley, Dept. 23

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 13, 2024
Time: 9:00 AM
Dept.: 23

Reservation A-332108-001

ORDER

This matter came on for hearing on September 13, 2024 at 9:00 AM in Department 23 of the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set forth in the Settlement Agreement and Stipulation To Resolve Class Action And PAGA Claims (hereinafter “Settlement Agreement”).

The Court, having fully reviewed the Motion for Preliminary Approval of Class Action Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof, the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Settlement Class Members in accordance with due process requirements, and to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

It appears to the Court on a preliminary basis that the Gross Settlement Amount (“GSA”) is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, the liability and damages issues involved, and the potential for appeals. It further appears that sufficient investigation, research, and litigation has been conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective positions. It further appears that the Settlement at this time will avoid substantial costs, delay and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed Settlement has been reached as the result of intensive, serious and non-collusive negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE**

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *Danielle Ervin, et al. v. Welcome Sacramento LLC, et al.*, Sacramento County
5 Superior Court No. 34-2022-00332108 (the "Lawsuit") and all terms used herein shall have the same
6 meanings as set forth in the Settlement Agreement.

7 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
8 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
9 reasonableness of a settlement which could ultimately be given final approval by this Court. The
10 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
11 to Section 382 of the California Code of Civil Procedure.

12 The Court notes that Defendant has agreed to a non-reversionary GSA of \$850,000.00. The
13 GSA includes without limitation any and all payments Defendant may be responsible for under the
14 Settlement, including any Attorney's Fees and Costs, Enhancement Award, the Class Member
15 Payments, the PAGA Payments (which includes payment to the LWDA), Settlement
16 Administrator's Fees, and all payroll taxes (excluding employer-side payroll taxes) due and owing
17 as a result of the Settlement.

18 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
19 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
20 acting as the Class Representative.

21 The Court hereby appoints, for settlement purposes, Plaintiff Danielle Ervin as the Class
22 Representative and finds Plaintiff is an adequate representative for the Settlement Class for
23 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
24 established adequacy to be appointed as Class Counsel and appoints them as Class Counsel.

25 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

26 The Court finds that the proposed manner of class notice is adequate.

27 The Court approves APEX Class Administration, to serve as the Settlement Administrator.

28 The Court further hereby approves, as to form and content, the proposed Notice of Class

1 Action Settlement and Orders the notice to be mailed to the Settlement Class.

2 The Court finds that the Notice of Class Action Settlement constitutes the best notice
3 practicable under the circumstances, is in full compliance with the laws of the State of California
4 and, to the extent applicable, the United States Constitution and the requirements of due process.
5 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
6 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
7 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
8 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
9 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
10 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
11 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
12 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
13 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
14 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
15 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
16 documentation in support of or in opposition to and appear in connection with said hearing.

17 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
18 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
19 last known address of the Settlement Class, as specifically described within the Settlement
20 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
21 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

22 Within 14 calendar days after entry of the Preliminary Approval Order, Defendants will
23 provide to the Settlement Administrator a list of Class Members that identifies each Class Member
24 by name, Social Security Number, and last-known address; and specifies the number of weeks
25 worked by each Class Member in a non-exempt position during the Class Period and the PAGA
26 Period. The Settlement Administrator will keep the list confidential, except it shall be provided to
27 Class Counsel upon request with Social Security Numbers and address information redacted, and
28 Class Counsel agrees to use such information only for the purposes described in the Settlement

1 Agreement.

2 IT IS FURTHER ORDERED that by Within 14 calendar days after the Settlement
3 Administrator's receipt of the Class Data, the Settlement Administrator will mail copies of the Class
4 Notice via regular First-Class U.S. Mail and follow the procedures set forth in the Settlement
5 Agreement.

6 IT IS FURTHER ORDERED that The Settlement Administrator will re-mail any notice
7 packet returned by the United States Postal Service with a forwarding address on or before the
8 expiration of the Notice Period. It shall be conclusively presumed that those Class Members
9 whose re-mailed Class Notice is not returned to the Settlement Administrator as undeliverable
10 within 14 calendar days after re-mailing, received the Class Notice. Class Members who receive a
11 re-mailed Class Notice shall have 45 days from the date of the re-mailing to object, opt out, or
12 dispute the workweeks attributed to him or her.

13 IT IS FURTHER ORDERED The Class Notice will include a procedure by which a Class
14 Member may dispute the number of workweeks allocated to the Class Member by submitting a
15 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
16 expiration of the Notice Period ("Workweek Dispute"). The Settlement Administrator will also
17 attempt to resolve the Workweek Dispute. To the extent the Workweek Dispute cannot be resolved
18 amongst the Parties, the Court will make a final and binding determination of any unresolved
19 dispute.

20 IT IS FURTHER ORDERED that individuals who fall within the definition of the
21 Settlement Class may choose to exclude themselves as Settlement Class Members. A valid Opt-
22 Out Request must: (i) contain the Class Member's full name and current address; (ii) the Action
23 name and/or case number; (iii) a statement clearly expressing the Class Member's desire to be
24 excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or
25 before the expiration of the Notice Period. Alternatively, a Class Member may fill out the Opt-Out
26 Request Form attached to the Class Notice and return it so that it is postmarked on or before the
27 expiration of the Notice Period. Any Class Members who worked during the PAGA Period and
28 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of the

1 Settlement Agreement. Upon receipt of any Opt-Out Request within the Notice Period, the
2 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the
3 opt-out requirements of the Settlement Agreement. Any Class Member who fails to submit a
4 timely, complete, and valid Opt-Out Request will be barred from opting out of the Settlement
5 Agreement or the settlement, unless otherwise ordered by the Court.

6 IT IS FURTHER ORDERED Any Class Member may object to the Settlement. Any
7 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
8 copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class
9 Counsel will ensure that any written objections get filed with the Court concurrently with the final
10 approval documents by having it attached to the Settlement Administrator's Declaration. Class
11 Members who have not objected in writing may still appear and be heard at the Settlement
12 Hearing. Written objections to the Settlement must contain at least the following: (i) the objecting
13 Class Member's full name and current address; (ii) a clear reference to the Action by name and/or
14 case number; and (iii) a statement of the specific reasons why the objector believes the Settlement
15 is unfair or objects to the Settlement. Alternatively, a Class Member may fill out the Notice of
16 Objection to Class and PAGA Action Settlement Form attached to the Class Notice. In addition,
17 though not required, the Parties ask that any objecting Class Member also include a statement of
18 whether the objector intends to appear at the final approval hearing, either in person or through
19 counsel and, if through counsel, a statement identifying that counsel by name, bar number,
20 address, and telephone number. In addition, Class Members may appear at the final approval
21 hearing to state their objection even if they do not submit a written objection during the Notice
22 Period.

23 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
24 _____ at _____. before the Honorable Jill Talley in Department 23. At the Final
25 Approval hearing, the Court will determine whether the Settlement should be finally approved as
26 fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order and any
27 other applicable legal prerequisites to Judgment are satisfied. The Court will also determine the
28 amount properly payable for (i) Attorneys' Fees and Costs, (ii) Enhancement Award, (iii) the

1 Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA Payments.

2 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
3 Final Approval and application for attorneys' fees and costs and class representative Enhancement
4 Award shall be filed with this Court No later than thirty (30) calendar days before the Final
5 Approval Hearing.

6 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
7 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
8 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
9 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
10 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
11 Agreement.

12 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
13 this matter except those contemplated herein and in the Settlement Agreement are stayed.

14 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
15 Hearing from time to time without further notice to the Class.

16 **IT IS SO ORDERED.**

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18 Dated: 10/25/2024, ~~2024~~



Jill Talley

Honorable Jill Talley

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JUDGE OF THE SUPERIOR COURT

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