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CLERK OF THE SUPERIOR COURT
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SHASTA**

JOSEPH AMYOT, individually, and on behalf of
other similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

SILVERTHORN RESORT, INC., a California
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV-0203487

Honorable Benjamin L. Hanna
Department 63

~~REVISED~~ ~~PROPOSED~~ **FINAL**
APPROVAL ORDER AND JUDGMENT

Date: November 17, 2025
Time: 8:30 a.m.
Dept.: 63

Complaint Filed: October 23, 2023
FAC Filed: May 9, 2025
Trial Date: Not Set

1 Plaintiff Joseph Amyot's ("Plaintiff") Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on November 17, 2025 at 8:30 a.m. before the Honorable Benjamin L. Hanna
4 in Department 63 of the above-captioned Court located at Redding Main Courthouse, 1515 Court
5 Street, Redding, California 96001.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
10 the Class Representative (Joseph Amyot), and the Settlement Administrator (Garvin Brown on behalf
11 of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction with the
12 Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the
13 Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Silverthorn Resort, Inc. ("Defendant") (together, with Plaintiff, the
17 "Parties"), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: "All current and former hourly paid and/or non-exempt employees who worked for
20 Defendant in the State of California at any time during the Class Period." The "Class Period" is
21 defined as the period from October 23, 2019 through April 4, 2025.

22 3. The Court appoints Plaintiff Joseph Amyot as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
25 Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

26 5. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms
27 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
28 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

1 any other applicable law, and constitutes the best notice practicable under the circumstances, by
2 providing individual notice to all Class Members who could be identified through reasonable effort,
3 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 other Class Members. The Class Notice fully satisfied the requirements of due process.

5 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
6 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
11 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
12 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
14 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
15 by or against Defendant or any of the other Released Parties.

16 8. The Court finds that Nathan D. Tenney has opted out of the Class Settlement and no
17 Settlement Class Members have objected to the Class Settlement.

18 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
19 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from
20 the escalated Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of
21 \$10,000.00.

22 10. The Court approves the payments from the escalated Gross Settlement Amount of
23 attorneys' fees to Class Counsel in the sum of \$326,639.00 and reimbursement of actual litigation
24 costs and expenses to Class Counsel in the sum of \$20,838.65. The attorneys' fees and reimbursement
25 of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the
26 fee award is determined based on a reasonable percentage of the common fund obtained for the Class.
27 Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual
28 benefit obtained for the Class.

1 11. The Court approves and orders payment from the escalated Gross Settlement Amount
2 in the amount of \$9,650.00 to ILYM Group, Inc. for performance of settlement administration
3 services.

4 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
5 Labor and Workforce Development Agency ("LWDA") as 75% of the payment allocated toward
6 PAGA penalties.

7 13. It is hereby ordered that within twenty (20) business days after the Effective Date,
8 Defendant will deposit the escalated Gross Settlement Amount (\$979,917.00) into a Qualified
9 Settlement Fund established by the Settlement Administrator, in accordance with the terms and
10 methodology set forth in the Settlement Agreement.

11 14. It is hereby ordered that within five (5) business days after Defendant funds the Gross
12 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
13 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and
14 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
15 Settlement Administration Costs to itself.

16 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
17 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
18 issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be
19 distributed by the Settlement Administrator to the State of California's Unclaimed Property Fund in
20 the name of the Settlement Class Member and/or PAGA Employee.

21 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
22 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
23 compromised, relinquished, and discharged the Released Parties of any and all claims, which were
24 alleged or which could have been alleged based on the factual allegations in the Operative Complaint,
25 arising during the Class Period, and shall specifically include claims for Defendant's alleged failure
26 to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium
27 payments, timely pay wages during employment and upon termination, provide accurate wage
28 statements, and reimburse necessary business-related expenses in violation of California Labor Code

Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order(s), and California Business and Professions Code sections 17200, *et seq* (collectively, "Released Class Claims").

17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendant's alleged failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, maintain accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order(s) ("Released PAGA Claims").

18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from his employment and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Plaintiff understands and expressly agrees that the Settlement Agreement extends to claims that he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested

1 or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
2 whole or in part, on or before the execution of the Settlement Agreement. Any and all rights granted
3 under any state or federal law or regulation limiting the effect of the Settlement Agreement, including
4 the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
5 Section 1542 of the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT
6 EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW
7 OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
8 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
9 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

10 19. "Released Parties" means Defendant and its current and former officers, directors,
11 members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

12 20. This Court shall retain jurisdiction with respect to all matters related to the
13 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
14 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
15 Settlement and the determination of all controversies relating thereto.

16 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
17 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
18 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

19 22. A Compliance Hearing is set for 7/27/20 at 9:00 am
20 in Department 63 of this Court located at Redding Main Courthouse, 1515 Court Street, Redding,
21 California 96001. The Settlement Administrator shall file a Final Report by 7/20/20.

22 **IT IS SO ORDERED.**

23 Dated: 11/17/20

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Honorable Benjamin L. Hanna