

SEP 25 2025

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FILED
Superior Court of California,
County of Kern
By: Vanesa Mata
Deputy Clerk
10/28/2025

Attorneys for Plaintiff

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

DANA MANCILLAS, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

UNITED LIONS CORPORATION, a
California corporation; RADISSON HOTEL
SANTA MARIA, an unknown business
entity; and DOES 1 through 100, inclusive;

Defendants.

Case No.: BCV-25-101741

Assigned for All Purposes to:
Honorable Gregory Pulskamp
Division J

CLASS ACTION

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

Hearing Date: October 24, 2025
Hearing Time: 8:30 a.m.
Hearing Place: Division J

Complaint Filed: May 12, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Dana Mancillas' ("Plaintiff")
2 Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class
3 Representative Service Payment, and considering papers submitted in support, including the
4 Joint Stipulation and Settlement Agreement ("Settlement Agreement," "Settlement," or
5 "Agreement"), **FINDS AND ORDERS** as follows:

6 On June 2, 2025, Plaintiff and Defendant United Lions Corporation doing business as
7 Radisson Hotel Santa Maria ("Defendant") entered the Settlement Agreement.

8 On July 7, 2025, the Court entered an Order preliminarily approving the settlement of this
9 lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section 382
10 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing the Class
11 Members with an opportunity to object to the Settlement, request exclusion, or submit a Claim
12 Form, and scheduling a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and
14 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise
15 provided, all capitalized terms in this Order and Judgment shall have the same meaning as set
16 forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice was disseminated, and all the Class
18 Members were given the opportunity to request exclusion, the Court has personal jurisdiction
19 over the claims of the Class Members. The Court has subject matter jurisdiction over this matter,
20 including jurisdiction to approve the settlement and grant final certification.

21 3. Final Class Certification. The Court finds that the Class satisfies all
22 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
23 process. Thus, the Court certifies a Class consisting of all current and former hourly-paid or non-
24 exempt employees of Defendant within the State of California at any time during the period from
25 November 30, 2022, through July 7, 2025 ("Class," "Class Members," and "Class Period").
26 There are fifty-three (53) Class Members who submitted timely and valid Claim Forms for
27 participation in the Class Action Settlement ("Claimants") who will receive their share of the Net
28 Settlement Amount.

1 4. Adequacy of Representation. Class Counsel have fully and adequately
2 represented the Class in entering and implementing the Settlement and satisfied the requirements
3 of Code of Civil Procedure section 382.

4 5. Notice Packet. The Court finds the Notice of Class Action Settlement and
5 Claim Form ("Notice Packet") and its distribution to Class Members have been implemented
6 pursuant to the Agreement and Preliminary Approval Order. The Court finds the Notice Packet:

- 7 a. Constitutes notice reasonably calculated to apprise the Class Members of:
8 (i) pendency of this lawsuit; (ii) material terms and provisions of the
9 Settlement and their rights under the Settlement; (iii) their right to object
10 to any aspect of the Settlement; (iv) their right to exclude themselves from
11 the Settlement; (v) their right to claim a settlement payment by submitting
12 a Claim Form; (vi) their right to appear at the Final Approval Hearing; and
13 (vii) binding effect of the orders and judgment in this lawsuit, whether
14 favorable or unfavorable, on Class Members who do not request exclusion
15 from the Settlement ("Settlement Class Members");
16 b. Constitutes notice fully satisfying the requirements of Code of Civil
17 Procedure section 382, Rule of Court 3.769, and due process;
18 c. Constitutes notice reasonable, adequate, and sufficient for the Class
19 Members; and
20 d. Constitutes the best practicable notice to the Class Members.

21 6. Final Settlement Approval. The terms and provisions of the Settlement
22 Agreement were entered into in good faith, resulting from arm's-length negotiations by
23 experienced counsel who carried out a meaningful investigation of the disputed claims. The
24 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
25 reasonable, and adequate, and in the best interests of the Parties. The Parties shall implement the
26 Settlement Agreement according to its terms and provisions.

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1 7. Enforcement of Settlement. Nothing in this Order and Judgment shall be
2 interpreted as prohibiting the use of this Order and Judgment in a proceeding to consummate or
3 enforce the Settlement or defend against the assertion of claims in any other proceeding, or as
4 otherwise required by law.

5 8. Binding Effect. The terms and provisions of the Agreement and this Order
6 and Judgment are binding on Plaintiff, Settlement Class Members, State of California, Aggrieved
7 Employees, and their heirs, executors and administrators, successors, and assigns. Those terms
8 shall have res judicata, collateral estoppel, and other preclusive effect in all pending and future
9 claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the
10 extent those claims, lawsuits, or other proceedings involve matters that were or could have been
11 raised in this matter and/or are encompassed by the Released Class Claims and Released Private
12 Attorneys General Act of 2004 ("PAGA") Claims.

13 a. Effective on the date when Defendant fully funds the entire Gross
14 Settlement Amount and funds all employer's share of payroll taxes owed
15 on the wage portion of the Individual Settlement Payments, Plaintiff,
16 Settlement Class Members, Aggrieved Employees, and State of California
17 are forever barred from pursuing against Defendant and Released Parties
18 any and all Released Class Claims and Released PAGA Claims. The
19 Settlement Agreement and this Order and Judgment may be filed in any
20 action against or by Defendant or Released Parties to support a defense of
21 res judicata, collateral estoppel, release, waiver, good-faith settlement,
22 judgment bar or reduction, full faith and credit, or any other theory of
23 claim preclusion, issue preclusion, or similar defense or counterclaim.

24 9. Release by Settlement Class Members. Effective on the date when
25 Defendant fully funds the entire Gross Settlement Amount and funds all employer's share of
26 payroll taxes owed on the wage portion of the Individual Settlement Payments, Plaintiff and all
27 Settlement Class Members on behalf of themselves and their respective former and present
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representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and forever discharge all Released Parties from the Released Class Claims.

a. Release by Aggrieved Employees and State of California. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, all the Class Members who are Aggrieved Employees, regardless of whether they are Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, along with the State of California, fully release and forever discharge the Released Parties from the Released PAGA Claims.

b. Release by Class Representative. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer's share of payroll taxes owed on the wage portion of the Individual Settlement Payments, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns shall separately release the Released Parties from Plaintiff's Released Claims. Plaintiff also expressly waives and relinquishes any rights or benefits she may have under Civil Code section 1542.

c. Released Parties. The Released Parties include Defendant and its current and former parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders.

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1 10. Attorneys' Fees and Costs. The Court finds an award of Attorneys' Fees
2 of \$122,500, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to
3 be reasonable and appropriate. The Court also finds an award for attorneys' actual costs of
4 litigation of \$21,001.83, to be paid out of the Gross Settlement Amount, to be reasonable and
5 appropriate. Such fees and costs are to be paid pursuant to the terms and provisions of the
6 Settlement. Defendant shall not be required to pay for any other attorneys' fees, costs, or
7 disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class
8 Members. Defendant shall also not be required to pay for any other attorneys' fees, costs, or
9 disbursements incurred by Plaintiff or Class Members in connection with or related to this matter
10 and/or Released Class Claims and Released PAGA Claims.

11 a. The Court has an independent right and responsibility to review requested
12 attorneys' fees and only award so much as it determines reasonable.
13 (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118
14 Cal.App.4th 123, 127-28.) The Attorneys' Fees of \$122,500 are thirty-five
15 percent (35%) of the common fund created for the benefit of the Class
16 Members and are supported by use of the percentage-fee method. (*Laffitte*
17 *v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering
18 the results achieved for the Class, financial risk undertaken, novel and
19 difficult nature of this litigation, skill required, percentage fees awarded in
20 other cases, and contingent fees charged in private marketplace, the Court
21 finds that the request for the Attorneys' Fees are consistent with the legal
22 marketplace, are reasonable, and are approved.

23 b. The Court reviewed the Declaration of Douglas Han regarding the costs
24 expended in the prosecution of this case. Under the terms of the
25 Settlement, Class Counsel may seek reimbursement of up to \$25,000 in
26 litigation costs. The Court finds that Class Counsel expended \$21,001.83
27 in litigation costs and that such costs were reasonable. The Court approves
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the payment of attorneys' costs of \$21,001.83 for the reimbursement of the costs and expenses incurred by Class Counsel.

11. Class Representative Service Payment. The Court finds the Class Representative Service Payment of \$10,000, to be paid out of the Gross Settlement Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and provisions of the Settlement Agreement.

a. The rationale for making service enhancement payments is that class representatives should be compensated for the expense and risk incurred in conferring a benefit on other class members. Such enhancement payments are appropriate if they are necessary to induce individuals to participate in the suit. Criteria courts may consider include the: (i) risk in commencing this suit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed.

b. The Court reviewed Plaintiff's declaration outlining Plaintiff's work. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the Class Representative Service Payment of \$10,000.

12. Administration Costs. The Court finds the Administration Costs of \$7,750, to be paid out of the Gross Settlement Amount by Defendant to the Administrator, to be reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and provisions set forth in the Agreement.

a. The Court reviewed the Declaration of Cassandra Polites from ILYM Group, Inc., the Administrator. The Court finds that notice was provided to the Class pursuant to the Preliminary Approval Order, constitutes the best practicable notice to the Class, and satisfied due process. The Court approves the payment of the Administration Costs of \$7,750 to the Administrator for its services in administering the Agreement.

1 13. PAGA Penalties. The Court finds the PAGA Penalties of \$10,000,
2 seventy-five percent (75%) of which (\$7,500) will be paid out of the Gross Settlement Amount
3 by Defendant to the California Labor and Workforce Development Agency and twenty-five
4 percent (25%) of which (\$2,500) will be distributed to all the Aggrieved Employees, pro rata, to
5 be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms of the
6 Settlement Agreement.

7 14. Funding of the Gross Settlement Amount. Within fourteen (14) calendar
8 days of the Effective Date, Defendant will deposit the Gross Settlement Amount into the
9 Qualified Settlement Fund account. Within fourteen (14) calendar days of Defendant funding the
10 Gross Settlement Amount, all payments due under the Settlement will be sent out to the
11 appropriate persons and entities.

12 15. Uncashed Checks. Any checks issued by the Administrator to Claimants
13 will be negotiable for at least one hundred eighty (180) calendar days. Settlement checks
14 remaining uncashed for more than one hundred eighty (180) calendar days after issuance will be
15 canceled and transmitted to the California Controller's Unclaimed Property Fund.

16 16. Fairness of the Settlement. As noted in the Preliminary Approval Order,
17 the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiff contends that
18 the Settlement was the product of arm's-length negotiations following extensive litigation,
19 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
20 mediator Jeffrey Fuchsman, an experienced, well-respected mediator.

21 a. There were no objections to and no Requests for Exclusion from the
22 Settlement, displaying the fairness of the Settlement.

23 b. The fairness of the Settlement is further demonstrated by the gross
24 *average* Individual Settlement Payment being about \$1,901.58 and the
25 gross *highest* Individual Settlement Payment being around \$4,132.02.

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1 17. Modification of the Settlement Agreement. The Settlement Agreement
2 may be amended or modified only by a written instrument signed by all Parties and their counsel
3 or their representatives/successors-in-interest. Such amendments or modifications shall be
4 consistent with this Order and Judgment and cannot limit the rights of Settlement Class Members
5 under the Settlement Agreement.

6 18. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
7 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
8 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
9 and for any other necessary purpose, including, without limitation:

- 10 a. Entering such additional orders as may be necessary or appropriate to
11 protect or effectuate this Order and Judgment approving the Settlement
12 Agreement, and permanently enjoining Plaintiff from initiating or
13 pursuing related proceedings, or to ensure the fair and orderly
14 administration of the Settlement Agreement;
- 15 b. Enforcing the terms and provisions of the Settlement Agreement and
16 resolving any disputes, claims, or causes of action in this matter that, in
17 whole or in part, are related to or arise out of the Settlement Agreement or
18 this Order and Judgment; and
- 19 c. Entering any other necessary or appropriate orders to protect and
20 effectuate this Court's retention of continuing jurisdiction.

21 The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
22 and Class Representative Service Payment is GRANTED. The Administrator is directed to carry
23 out the terms of the Settlement Agreement forthwith.

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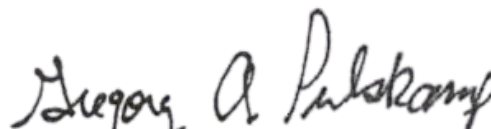
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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
6 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 A Final Hearing on the Administration/Completion of Settlement is set for 9/24/26; 8:30 am; Div. J.

8 **IT IS SO ORDERED.**

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10 DATED: October 28, 2025



HONORABLE GREGORY PULSKAMP
SUPERIOR COURT JUDGE