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Attorneys for Plaintiff and the Settlement Class

FILED
Superior Court of California
County of Los Angeles

04/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Crystal Eadie, individually and on behalf
of all similarly situated individuals,

Plaintiff,

vs.

Clearman’s North Woods Inn, Inc., a
California Corporation; **Clearman’s North
Woods Inn of Covina**, a California
Corporation; **Clearman’s North Woods
Inn of Lamirada, Inc.**, a California
Corporation; **Clearman’s Golden Cock
Inn, Inc.**, a California Corporation;
Clearman’s Steak ‘N Stein Inn, Inc., a
California Corporation; and **Does 1-10**,
inclusive;

Defendants.

CASE NO. 25STCV01887

[Assigned for all purposes to the Hon.
Carolyn B. Kuhl, Department 12]

CLASS ACTION

[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT
PURSUANT TO THE TERMS OF
JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT

Date: April 9, 2026 [Reserved]
Time: 10:30 a.m.
Dept.: 12

1 Plaintiff's Unopposed Motion for Preliminary Approval of the proposed settlement
2 of this action on the terms set forth in the Joint Stipulation of Settlement and Release of
3 Class and PAGA Action (the "Settlement" or "Stipulation") came on for hearing on April 9,
4 2026

5 Having considered the Settlement, all papers and proceedings held herein, and
6 having reviewed the entire record in this action, Case No. 25STCVO1887, entitled *Crystal*
7 *Eadie v. Clearman's North Woods Inn, Inc., et al.* (the "Action"), and good cause
8 appearing, the Court finds that:

9 WHEREAS, Plaintiff Crystal Eadie ("Plaintiff" or "Class Representative"), has
10 alleged claims against Defendants Clearman's North Woods Inn, Inc., Clearman's North
11 Woods Inn of Covina, Clearman's North Woods Inn of LaMirada, Inc., Clearman's Golden
12 Cock Inn, Inc., and Clearman's Steak 'N Stein Inn, Inc., ("Defendants") as an individual
13 and on behalf of all others similarly situated; and

14 WHEREAS, Plaintiff asserts class and PAGA claims in the Action against
15 Defendants;

16 WHEREAS, Defendants expressly deny the allegations of wrongdoing and
17 violations of law alleged in this Action, and further deny any liability whatsoever to
18 Plaintiff or to the Class Members; and

19 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and
20 Defendants (collectively, the "Parties") determined that it was mutually advantageous to
21 settle this Action and to avoid the costs, delay, uncertainty, and business disruption of
22 ongoing litigation; and

23 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint
24 Stipulation re: Class and PAGA Action Settlement on December 23, 2025, which provides
25 for the final resolution of all class and PAGA claims asserted by Plaintiff against
26 Defendants in the Action, on the terms and conditions set forth in the Stipulation, subject
27 to the approval of this Court;

28 NOW, therefore, the Court grants preliminary approval of the Settlement, and

1 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

2 1. To the extent defined in the Stipulation, incorporated herein by reference,
3 the terms in this Order shall have the meanings set forth therein.

4 2. The Court has jurisdiction over the subject matter of this Action, Defendants,
5 and the Class.

6 3. The Class is defined as follows: “*all persons who worked at least one 3.5-*
7 *hour shift as a non-exempt employee for Defendants in California from January 23, 2021*
8 *through April 9, 2026.*”

9 4. The Court has determined that the Class Notice fully and accurately informs
10 all persons in the Class of all material elements of the proposed Settlement, constitutes the
11 best notice practicable under the circumstances, and constitutes valid, due, and sufficient
12 notice to all Class Members. The Class Notice is attached as **Exhibit A** to the Declaration
13 of Elliot J. Siegel and incorporated by reference.

14 5. The Court hereby grants preliminary approval of the Settlement as fair,
15 reasonable, and adequate in all respects to the Class Members, and orders the parties to
16 consummate the Settlement in accordance with the terms of the Stipulation, including the
17 terms and procedures for Class Members to object or request exclusion to the Settlement.

18 6. The plan of distribution as set forth in the Stipulation providing for the
19 distribution of the Net Settlement Amount to Settlement Class Members is preliminarily
20 approved as being fair, reasonable, and adequate.

21 7. The Court preliminarily appoints as Class Counsel the following attorneys:
22 Elliot J. Siegel and Melissa R. Rinehart of King & Siegel LLP, 724 S. Spring Street, Suite
23 201, Los Angeles, California 90014.

24 8. The Court preliminarily approves the payment of attorneys’ fees in the
25 amount of \$416,666.67 (or one-third of the Maximum Settlement Amount) to Class
26 Counsel, which shall be paid from the Maximum Settlement Amount.

27 9. The Court preliminarily approves the payment of incurred reasonable costs
28 in an amount not to exceed \$25,000.00 to Class Counsel, which shall be paid from the

1 Maximum Settlement Amount as defined in the parties' Stipulation.

2 10. The Court preliminarily approves a payment in the amount of \$81,250 to the
3 California Labor & Workforce Development Agency, representing the State of California's
4 portion of civil penalties under PAGA (or 65% of \$125,000), and \$43,750 to the alleged
5 Aggrieved Employees (or 35% of \$125,000), which shall both be paid from the Maximum
6 Settlement Amount.

7 11. The Court preliminarily approves the payment of incurred reasonable claims
8 administration costs to the Settlement Administrator, in an amount not to exceed
9 \$25,000, which shall be paid from the Maximum Settlement Amount.

10 12. The Court preliminarily approves an enhancement award to the Class
11 Representative, Crystal Eadie, in the amount of \$5,000.00 which amount shall be paid
12 from the Maximum Settlement Amount.

13 13. This Preliminary Approval Order and the Stipulation, and all papers related
14 thereto, are not, and shall not be construed to be, an admission by Defendants of any
15 liability, claim, or wrongdoing whatsoever, and shall not be offered as evidence of any such
16 liability, claim, or wrongdoing in this Action or in any other proceeding.

17 14. In the event that the Settlement does not become effective in accordance with
18 the terms of the Stipulation, then this Preliminary Approval Order shall be rendered null
19 and void to the extent provided by and in accordance with the Stipulation and shall be
20 vacated. In such event, all orders entered and releases delivered in connection herewith
21 shall be null and void to the extent provided by and in accordance with the Stipulation,
22 and each party shall retain his or its rights to proceed with litigation of the Action.

23 15. The Court orders the following Implementation Schedule¹ for further
24 proceedings:

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28 ¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall be extended to the next business day, and will be as stated in this Implementation Schedule.

1	a.	Deadline for Defendants to submit Class Member data to the Settlement Administrator	<u>April 19, 2026</u> [10 calendar days from the date of the Court's Order Granting Preliminary Approval].
2			
3	b.	Deadline for the Settlement Administrator to mail Notice of the Settlement to the Class Members	<u>April 24, 2026</u> [5 calendar days following the Settlement Administrator's receipt of Class data]
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6	c.	Deadline for Class Members to postmark Requests for Exclusion from the Settlement	<u>May 24, 2026</u> [30 calendar days after the Settlement Administrator mails the Notice]
7			
8	d.	Deadline for Class Members to submit objections to the Settlement	<u>May 24, 2026</u> [30 calendar days after the Settlement Administrator mails the Notice, unless the Settlement Administrator is required to re-mail the notice, in which case the deadline shall be extended by 15 calendar days]
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10			
11	e.	Settlement Administrator to provide update to Class Counsel regarding Requests for Exclusion, disputed amounts, and claims made for inclusion of the Settlement	_____ [45 days prior to the Final Approval Hearing]
12			
13			
14			
15	f.	Deadline for Class Counsel to file the Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
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17			
18	g.	Final Settlement Approval Hearing	_____ Aug. 19, 2026 at 10:30 am _____, 2026 at _____ a.m./p.m.
19			

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21 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22

23 DATED: 04/09/2026



24 _____
 25 Hon. Carolyn B. Kuhl
 26 Los Angeles County Superior Court Judge