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FILED
KERN COUNTY

DEC 10 2018

BY _____ DEPUTY

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF KERN

OSCAR ROSALES, as a Representative of
the People of the State of California and as
Private Attorney General,

Plaintiff,

vs.

STOCKDALE COUNTRY CLUB, a
California corporation; and DOES 1 through
20, inclusive.

Defendants.

CASE NO. BCV-16-101007

lc + Judgment
[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

1 This matter came on for hearing on January 8, 2019, in Department 17 of the above-
2 captioned Court on the Motion for Final Approval of Class Action Settlement. Having
3 fully reviewed and considered the moving papers, and having analyzed the Class Action
4 Settlement between Plaintiff Oscar Rosales and Defendant Stockdale Country Club, (the
5 "Agreement" or "Settlement Agreement") attached as Exhibit A to the Declaration of Gene
6 Williams; having granted preliminary approval of the same and conditional certification of
7 the Class for settlement purposes on August 31, 2018; having entered an order that the
8 Notice Packet be mailed to the Class; having conducted a hearing regarding whether the
9 Settlement should be granted final approval; and good cause appearing to grant the
10 Motion, the Court:

11 **THIS COURT HEREBY MAKES THE FOLLING ORDERS:**

12 1. This Court has jurisdiction over Plaintiff Oscar Rosales and Defendant
13 Stockdale Country Club, and the subject matter of the action;

14 2. The Court hereby GRANTS final approval of the Settlement on the terms
15 and conditions set forth in the Settlement Agreement, including the definition of the Class
16 and the Class Period as stated below. The Court finds that the terms of the Settlement are
17 fair, reasonable, and adequate, pursuant to Section 382 of the California Code of Civil
18 Procedure.

19 3. The following definitions, as provided in the Settlement, shall apply herein:

20 a. "Class Members" and "Class" shall mean All current and former non-
21 exempt hourly employees employed by Defendant in California at any point
22 during the period from May 5, 2012 to August 31, 2018.

23 b. "Gross Settlement Amount" means the amount of \$80,000, which amount
24 will be all-inclusive, including individual settlement payments to the
25 Settlement Class, any Enhancement Award to the named Plaintiff as
26 awarded by the Court, Settlement Administration Costs as approved by the
27 Court, attorneys' fees and costs as approved by the Court, the employees'

1 portion of payroll tax burdens on such sums paid out as wages under the
2 Settlement, and the PAGA payment. The employer portion of payroll taxes
3 shall be separately paid by Defendant outside of the Gross Settlement
4 Amount. The Settlement is a cash, non-reversionary settlement.

5 c. **"Net Settlement Amount"** means the Gross Settlement Amount less any
6 Enhancement Award to the named Plaintiff as awarded by the Court,
7 Settlement Administration Costs as approved by the Court, attorneys' fees
8 and costs as approved by the Court, and the PAGA payment.

9 d. **"Participating Class Member"** means any Settlement Class Member who
10 does not timely opt out of the Settlement.

11 e. **Released Claims"** means all known and unknown claims, debts, liabilities,
12 demands, obligations, guarantees, costs, expenses, attorneys' fees, damages,
13 action or causes of action contingent or accrued for, arising out of the
14 allegations and claims asserted in the Complaint, including without
15 limitation to, any and all claims for alleged unpaid wages (including but not
16 limited to overtime, final pay upon termination, and minimum wage),
17 alleged unpaid meal and rest break premiums, itemized wage statement
18 penalties, waiting time penalties under the California Labor Code or
19 Business & Professions Code (including Section 17200 *et seq.*), penalties
20 pursuant to the Private Attorneys General Act ("PAGA") and claims for
21 restitution and other equitable relief, liquidated damages, punitive
22 damages, or penalties; and any other benefit claimed on account of the
23 allegations asserted in Complaint. This release shall apply to all claims
24 arising at any point between May 5, 2012 and the date the Court grants final
25 approval of the Settlement.

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f. "Released Parties" means Defendant Stockdale Country Club and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors and attorneys thereof.

4. The Court has determined that the Notice Packet fully and accurately informed all Class Members of the material elements of the Settlement, constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all Class Members.

5. The Court directs that upon the entry of this Order, Defendant immediately provide the Gross Settlement Amount to the Settlement Administrator such that within five (5) days of the entry of this Order, the Settlement Administrator shall issue individual checks to the Settlement Class Members, the Enhancement Award to the named Plaintiff, the court-approved attorneys' fees and costs to Class Counsel, and the payment to the LWDA.

6. The checks to the Settlement Class Members shall indicate on their face that they are void if not cashed within one hundred eighty (180) days of their issuance, and that by cashing the check, the Settlement Class Member is agreeing to release the Released Claims.

7. The Court approves a Class Representative Enhancement Award of \$5,000 to Oscar Rosales from the Gross Settlement Amount.

8. The Court approves Class Counsel's attorneys' fees in the amount of \$26,640, and costs on the amount of \$5,000 to be paid from the Gross Settlement Amount.

9. The Court approves the payment of \$3,750 to the LWDA from the Gross Settlement Amount as payment for the PAGA penalties in this action.

10. The Court approves the payment of the Settlement Administrator's costs in the amount of ~~\$8,289~~ ^{\$8,000} from the Gross Settlement Amount. The Settlement Administrator is authorized to deduct its costs from the Gross Settlement Amount at the same time it issues payments to the Settlement Class Members, the Class Representative, and Class Counsel.

1 11. Any Class Member who submitted a valid and timely request to be excluded from
2 the Settlement shall no longer be a Class Member, shall not be bound by the Settlement, shall have
3 no right to object to the Settlement, and shall receive no benefit from the Settlement. Upon the
4 filing of this Order Granting Final Approval, Class Members who did not timely exclude
5 themselves from the Settlement will be deemed to have released the Released Parties from the
6 Released Claims, as set forth in the Settlement Agreement. Class Members who did not object to
7 the Settlement as of the time of the Final Approval Hearing are barred from prosecuting or
8 pursuing any objection to the Settlement or appeal of this Order Granting Final Approval.

9 12. The proceeds of any individual settlement checks that remain uncashed
10 after 180 days from the mailing of those checks shall escheat to the California Department
11 of Industrial Relations Unclaimed Wage Fund in the name of the employee(s).

12 13. If the Settlement does not become final and effective in accordance with the terms
13 of the Settlement Agreement, any and all orders entered in connection herewith shall be rendered
14 null and void and shall be vacated.

15 14. Neither this Order Granting Final Approval nor the Settlement shall constitute an
16 admission by Defendant of any liability or wrongdoing whatsoever, nor is this Order Granting
17 Final Approval a finding of the validity or invalidity of any of the claims in the action or a finding
18 of wrongdoing by Defendant herein.

19 15. Each party will bear his/its own attorneys' fees and costs, except as provided for in
20 the Settlement.

21 16. By signing and filing this Order Granting Final Approval, the Court decrees that the
22 Participating Class Members shall be conclusively deemed to have released and forever discharged
23 the Released Parties from all Released Claims. This release bars Participating Class Members
24 from asserting any of the Released Claims in any action or proceeding against any of the Released
25 Parties.

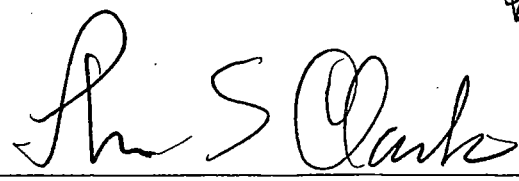
26 17. Without affecting the finality of this Order Granting Final Approval in any way, the
27 Court reserves exclusive and continuing jurisdiction over the action for purposes of supervising the
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implementation, enforcement, construction, administration, and effectuation of the Settlement. *

IT IS SO ORDERED.

Dated: ^{sc} 1-~~8~~10-17, 2018



Honorable Thomas S. Clark
Judge of the Superior Court

* Notice of entry of this final approval order and judgment shall be given to class members by posting a copy on the settlement administrator's website for no less than sixty (60) calendar days after entry of this order and judgment. 