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F I L E D
Clerk of the Superior Court
MAY 29 2015

By: J. CERDA, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

CARLOS GARCIA, an individual, on behalf
of all others similarly situated,

Plaintiffs,

vs.

CLUBCORP USA, INC., A Delaware
corporation; CLUBCORP SYMPHONY
TOWERS CLUB, INC., a Delaware
corporation, doing business as University Club
Atop Symphony Towers; and DOES 1 through
100, inclusive,

Defendants.

Case No. 37-2013-00052188-CU-OE-CTL

[PROPOSED] FINAL JUDGMENT ORDER

Date: May 29, 2015

Time: 9:00 a.m.

Dept.: 73

Judge: Hon. Joel R. Wohlfeil

This matter having come before the Court for hearing pursuant to the Order of this Court dated February 6, 2015, for approval of the settlement set forth in the Joint Stipulation of Class Action Settlement and Release ("Stipulation" or "Settlement"), and due and adequate notice having been given to Class Members as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed of the promises and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used herein shall have the same meaning as defined in the Stipulation.
2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Class Members and Defendants ClubCorp USA, Inc. and ClubCorp Symphony Tower Club, Inc. (collectively "Defendants").

1 3. Distribution of the Notice directed to the Class Members as set forth in the
2 Stipulation and the other matters set forth therein have been completed in conformity with the
3 Distribution of the Notice directed to the Class Members as set forth in the Stipulation and the other
4 matters set forth therein have been completed in conformity with the Preliminary Approval Order,
5 including individual notice to all Class Members who could be identified through reasonable
6 efforts, and was the best notice practicable under the circumstances. The Notice provided due and
7 adequate notice of the proceedings and of the matters set forth therein, including the Settlement, to
8 all persons entitled to such Notice, and the Notice fully satisfied the requirements of due process.

9 4. No Class Members objected to the Settlement.

10 5. 10 Class Members opted-out of the Settlement.

11 6. This Court hereby approves the Settlement set forth in the Stipulation and finds that
12 the Settlement is, in all respects, fair, adequate and reasonable. The Court finds that the Settlement
13 has been reached as a result of serious and non-collusive arms-length negotiations. The Court
14 further finds that the Parties have conducted extensive and costly investigation and research and
15 counsel for the Parties were able to reasonably evaluate their respective positions. The Court also
16 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
17 and risks that would be presented by the further prosecution of the Action. The Court has reviewed
18 the monetary recovery that is being granted as part of the Settlement and recognizes the significant
19 value to the Settlement Class Members of that monetary recovery. The Court finds that the
20 Settlement Class Members are properly certified as a class for settlement purposes only.

21 7. As set forth in the Stipulation, as of the Effective Date, the Settled Claims of each
22 and every Settlement Class Member is and shall be deemed to be conclusively released as against
23 the Released Parties. All Settlement Class Members as of the Effective Date are hereby forever
24 barred and enjoined from prosecuting Settled Claims against the Released Parties. Said releases are
25 effective even if a Class Member did not receive the Notice as set forth above, does not receive a
26 Settlement Payment, and/or does not deposit his/her Settlement Payment prior to the check
27 expiration date.

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1 8. As used in this Order, the term Settled Claims means all claims for wages, statutory
2 and civil penalties, damages and liquidated damages, interest, fees and costs that were or could have
3 been alleged and whether known or unknown under California law, arising out of the allegations of
4 the Action, including, but not limited to: (1) failure to pay overtime, (2) failure to pay minimum
5 wage for all hours worked, (3) failure to pay all wages due each pay period; (4) failure to pay all
6 wages owed at the time of separation of employment, (5) failure to provide complete and accurate
7 wage statements, (6) unfair business practices (B&P Code § 17200); and (7) any other claims for
8 penalties (including penalties under the Private Attorney General Act), premium pay or liquidated
9 damages of any nature whatsoever, arising out of claims alleged or that could have been alleged
10 based on the allegations in the Action including without limitation, interest, attorneys' fees and costs
11 from June 7, 2009 through ~~the~~ February 6, 2015. The Settled Claims do NOT include the Named
12 Plaintiff's pending worker's compensation action against one or more of the Released Parties.

13 9. As used in this Order, the term Released Parties are Club Corp USA, Inc., ClubCorp
14 Symphony Towers Club, Inc. and its/their subsidiaries, affiliates, parents, indirect-subsubsidiaries,
15 indirect-parents, and attorneys and each of their company-sponsored employee benefit plans, and
16 their respective successors and predecessors in interest, all of their respective officers, directors,
17 employees, administrators, fiduciaries, trustees, beneficiaries and agents, and each of their past,
18 present and future officers, directors, shareholders, employees, agents, principals, heirs,
19 representatives, accountants, auditors, consultants, insurers and reinsurers.

20 10. The Stipulation is not an admission by Defendants or any of the other Released
21 Parties, nor is this Final Judgment a finding of the validity of any claims in the Action or of any
22 wrongdoing by Defendants or any of the other Released Parties. Neither this Final Judgment, the
23 Stipulation, nor any document referred to herein, nor any action taken to carry out the Stipulation is,
24 may be construed as, or may be used as an admission by or against Defendants or any of the other
25 Released Parties of any fault, wrongdoing or liability whatsoever. The entering into or carrying out
26 of the Stipulation, and any negotiations or proceedings related thereto, shall not in any event be
27 construed as, or deemed to be evidence of, an admission or concession with regard to the denials or
28 defenses by Defendants or any of the other Released Parties and shall not be offered in evidence in

1 any action or proceeding against Defendants or any of the Released Parties in any court,
2 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
3 provisions of this Final Judgment, the Stipulation, or any related agreement or release.

4 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any other
5 proceeding the Final Judgment, Stipulation, or any other papers and records on file in the Action as
6 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, waiver,
7 merger, accord and satisfaction, or other theory of claim or issue preclusion or similar defense as to
8 the Settled Claims.

9 11. Without affecting the finality of this Judgment in any way, the Court hereby retains
10 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
11 and all orders and judgments entered in connection therewith.

12 12. The Court hereby awards Class Counsel attorneys' fees and litigation costs as
13 follows: (a) Attorneys' fees in the amount of \$141,652.50 and litigation costs in the amount of
14 \$15,333.41. Class Counsel shall not be entitled to any other award of attorneys' fees or costs in any
15 way connected with this Action. The Court also hereby approves the enhancement award to the
16 Named Plaintiff in the amount of \$5,000. The Court also approves the payment of claims
17 administration costs in the amount of \$16,000. Any separate appeal from the portion of this Final
18 Judgment as to the Fees Award and/or Cost Award shall not operate to terminate or cancel the
19 Stipulation or otherwise affect the finality of this Final Judgment.

20 13. As set forth in the Stipulation, Settlement Payments issued to Claimants will expire
21 one hundred twenty (120) days from the date they are issued by the Claims Administrator. Any
22 Settlement Payment not cashed within one hundred twenty (120) days will become void and will be
23 paid *cy pres* to Access, Inc.

24 14. The Court hereby orders the Claims Administrator to post this Order on the
25 dedicated settlement website, if it establishes one, within five (5) days, and keep it posted on the
26 website for no less than six (6) months.

27 15. After administration of the Settlement has been completed in accordance with the
28 Stipulation and all amounts calculated, and in no event later than 180 days after the Effective Date,

1 Class Counsel shall file a report with this Court setting forth the total of the Net Settlement Sum for
2 the Settlement Class Members and certifying compliance with the terms of the Settlement.

3 16. The Court finds that the Stipulation is in good faith and constitutes a fair, reasonable
4 and adequate compromise of the Settled Claims against Defendant and the Released Parties. If the
5 Settlement does not become final and effective in accordance with the terms of the Stipulation,
6 resulting in the return and/or retention of the Gross Settlement Sum to Defendant consistent with
7 the terms of the Settlement, then this Final Judgment and all orders entered in connection herewith
8 shall be rendered null and void and shall be vacated. In addition, if the Settlement does not become
9 final and effective the Court shall reissue its entire December 11, 2014 Minute order effective the
10 date that it is determined the Settlement will not be approved thereby placing the parties back in the
11 same position that they were in prior to reaching the Settlement.

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13 Dated: 5-29-15

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JOEL R. WOHLFEIL
The Honorable Joel R. Wohlfeil
JUDGE OF THE SUPERIOR COURT

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