

1 Kane Moon (SBN 249834)
2 Allen Feghali (SBN 301080)
3 Edwin Kamarzarian (SBN 327830)
4 **MOON & YANG, APC**
5 1055 W. Seventh St., Suite 1880
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 E-mail: kane.moon@moonyanglaw.com
10 E-mail: allen.feghali@moonyanglaw.com
11 E-mail: edwin.kamarzarian@moonyanglaw.com

12 *Attorneys for Plaintiff Janine Kwist*

FILED/ENDORSED

JUL 21 2022

By: V. Aleman
Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

JANINE K-WIST, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

CASTLE OAKS GOLF MANAGEMENT, LLC,
a limited liability company; BILLY CASPER
GOLF, LLC, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants

Case No. 34-2020-00275335-CU-OE-GDS

CLASS AND REPRESENTATIVE ACTION

[Hon. LAURIE A. DAMRELL, Dept. 28]

~~[PROPOSED]~~ **ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with the Memorandum of Points and
Authorities; and the Declaration of Kane
Moon]*

FINAL APPROVAL HEARING

Date: July 21, 2022

Time: 1:30 p.m.

Dept. 28

Reservation ID: 2631544

BY FAX

1
~~[PROPOSED]~~ **ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

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1 On April 25, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Janine Kwist now seeks an order granting final approval of the
3 Class Action Settlement (collectively the "Settlement"), attached to the Declaration of Kane
4 Moon in Support of Plaintiff's Motion for Final Approval of Class Action Settlement as
5 Exhibit 1.

6 Due and adequate notice having been given to the Settlement Class Members, as
7 defined below, and the Court having considered Plaintiff's Notice of Motion and Motion for
8 Final Approval of Class Action Settlement ("Motion"), the supporting declarations and
9 exhibits thereto, all papers filed and proceedings had herein, and the absence of any written
10 objections received regarding the proposed settlement, and having reviewed the record in the
11 Action, and good cause appearing,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

13 1. The Court, for purposes of this Final Order and Judgment, refers to all defined
14 terms as set forth in the Settlement.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and defendants Castle Oaks Golf Management, LLC and Billy
17 Casper Golf, LLC ("Defendants").

18 3. The Court finds that the Settlement appears to have been made and entered into
19 in good faith and hereby approves the settlement subject to the limitations on the requested
20 fees and enhancements as set forth below.

21 4. Plaintiff and all Settlement Class Members, shall have, by operation of this
22 Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged
23 Defendants from all Released Claims as stated in the Settlement and reproduced here:

24 5. The Parties shall bear their own respective attorneys' fees and costs, except as
25 otherwise provided for in the Settlement and approved by the Court.

26 6. Solely for purposes of effectuating the settlement, the Court finally certified the
27 following Class: All non-exempt employees of Defendants who worked for Defendants in
28 California from February 13, 2016 through preliminary approval.

1 7. No Class Members have objected to the terms of the Settlement and no Class
2 Members have requested exclusion from the Settlement.

3 8. Class Members and PAGA Employees make the following release: Upon the
4 final approval by the Court of this Settlement and Defendants' payment of all sums due pursuant
5 to this Settlement, and except as to such rights or claims as may be created by this Settlement, the
6 Class Representatives, the Class and each Class Member who has not submitted a valid and
7 timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee,
8 regardless of whether they have requested exclusion from the Settlement of Class claims, will
9 release claims as follows:

10 (a) **Identity of Released Parties.** The released parties are Defendants, and each
11 of their former and present direct and/or indirect owners, dba's, affiliates,
12 parents, including Troon Golf, LLC, subsidiaries, brother and sister
13 corporations, divisions, related companies, successors and predecessors, and
14 current and former employees, officers, directors, shareholders, owners,
15 trustees, agents, consultants, attorneys, fiduciaries, beneficiaries, subrogees,
16 executors, partners, privies, agents, servants, insurers, representatives,
17 administrators, employee benefit plans, and assigns of said entities
18 (collectively "Releasees").

19 (b) **Date Release Becomes Active.** The Released Claims and Released PAGA
20 Claims will be released upon the later of (1) the Settlement's Effective Date,
21 or (2) the satisfaction of Defendants' obligation to provide to the Settlement
22 Administrator a sum in the amount required to satisfy all required payments
23 and distributions pursuant to this Settlement and the Order and Judgment of
24 final approval. Class Members will not release the Released Claims or
25 Released PAGA Claims until both the Effective Date of the Settlement has
26 occurred, and Defendants have paid all amounts owing under the Settlement.

27 (c) **Claims Released by Settlement Class Members.** Each and every Class
28 Member, on behalf of himself or herself and his or her heirs and assigns,

1 unless he or she has submitted a timely and valid Request for Exclusion
2 (which will not effectuate an opt-out from the release of Released PAGA
3 Claims), hereby releases Releasees from the following claims for the entire
4 Class Period:

5 1) any and all claims stated in the Complaint, or that could have been
6 stated based on the facts alleged therein, including but not limited to
7 all state and federal wage and hour claims (including all claims under
8 the California Labor Code or the FLSA) for unpaid wages, minimum
9 wage, overtime, off-the-clock work, meal periods, rest periods, wage
10 statement violations, interest, penalties, and attorneys' fees, waiting
11 time penalties, withholding from wages and the related provisions of
12 the Labor Code including but limited to Labor Code §§ 201-204, 210,
13 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2,
14 1198, derivative claims under California Business & Professions Code
15 §§ 17200 et seq., and all claims under the governing Industrial Welfare
16 Commission Wage Order ("Released Claims");

17 (d) **Claims Released by the Class, Including PAGA Employees.** All Class
18 Members, including all PAGA Employees, release the Released PAGA
19 Claims, regardless of whether they have requested exclusion from the
20 Settlement as to Class claims.

21 9. The Notice provided to the Class conforms with the requirements of California
22 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the
23 circumstances, by providing individual notice to all Class Members who could be identified
24 through reasonable effort, and by providing due and adequate notice of the proceedings and of
25 the matters set forth therein to the Class Members. The Notice fully satisfies the requirements
26 of due process.

27 10. The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the
28 methodology used to calculate and pay each Settlement Class Member's Allocation Amount

1 are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement
2 Shares to the Settlement Class Members in accordance with the terms of the Settlement.

3 11. Defendant shall pay the total of \$150,000.00 to resolve this litigation. Defendant
4 will fund the settlement account 14 days after the Effective Date. Thereafter, Settlement
5 Allocation Amounts shall be distributed to Settlement Class Members and shall be effected
6 pursuant to the terms of the Settlement (i.e., within 14 calendar days of the receipt of funding).

7 12. From the Gross Fund Value, \$15,000.00 shall be paid to the California Labor
8 and Workforce Development Agency, representing 75% of the penalties awarded under the
9 terms of the Settlement and Amendment pursuant to the Labor Code Private Attorneys
10 General Act of 2004, California Labor Code section 2698, et seq.

11 13. The Court hereby approves an incentive payment in the amount of \$8,000.00 to
12 Janine Kwist for her service as class representative and for her agreement to release claims.

13 14. The Court hereby confirms Kane Moon, Allen Feghali, and Edwin Kamarzarian
14 of Moon & Yang, APC as Class Counsel.

15 15. From the Gross Settlement Fund, Class Counsel is awarded \$50,000.00 for their
16 reasonable attorneys' fees and \$12,759.66 for their reasonable litigation costs incurred in the
17 Action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
18 The Court finds that the fees are reasonable in light of the benefit provided to the Class.

19 16. The Court approves Settlement Administration Costs in the amount of
20 \$6,890.00. Such costs shall be paid from the Gross Settlement Fund to ILYM Group, Inc.
21 Settlement Administrators.

22 17. The Parties are ordered to have notice of this Order and Judgment sent to all
23 Class Members in accordance with CRC 3.771 (b) along with settlement payments issued via
24 first class mail to all participating Class Members at their last known addresses.

25 18. This Judgment is intended to be a final disposition of the above captioned action
26 in its entirety and is intended to be immediately appealable.

27 19. This Court shall retain jurisdiction with respect to all matters related to the
28 administration and consummation of the Settlement, and any and all claims, asserted in,

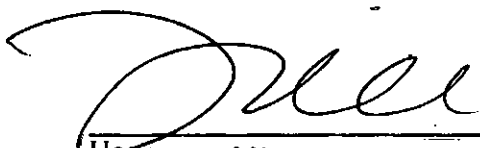
1 arising out of, or related to the subject matter of the lawsuit, including but not limited to all
2 matters related to the Settlement and the determination of all controversies relating thereto.

3 20. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby
4 granted, and the Court directs that Judgment shall be entered in accordance with the terms of
5 this Order.

6 21. The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
7 April 20, 2022 at 1:30 pm in Department 28. Class Counsel is ordered to file a final
8 report and declaration regarding distribution no later than April 5, 2023

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10 **IT IS SO ORDERED.**

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12 DATE: 7/21/22

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14 Hon. LAURIE A. DAMRELL
15 Judge of the Sacramento County Superior Court
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los
Angeles, California 90017. On **June 28, 2022**, I served the foregoing document described as:

5 **[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR**
6 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

7 X by placing the original X a true copy thereof enclosed in sealed envelope(s)
8 addressed as follows:

9 Patricia A. Matias,
Sarah Christenson,
10 **OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.**
Park Tower, Fifteenth Floor
695 Town Center Drive
11 Costa Mesa, CA 92626
patricia.matias@ogletree.com
12 sarah.christenson@ogletree.com

13 *Attorneys for Defendants*
14 **CASTLE OAKS GOLF MANAGEMENT, LLC, and BILLY CASPER GOLF, LLC**

15 ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
16 California, by e-mail delivery on the parties listed herein at their most recent known
e-mail address or e-mail of record in this action..

17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19 Executed this **June 28, 2022** at Los Angeles, California

20 Janelle Jickain
21 Type or Print Name

22 
23 Signature