

Carolyn Hunt Cottrell (SBN 166977)  
Ori Edelstein (SBN 268145)  
Kristabel Sandoval (SBN 323714)  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Tel: (415) 421-7100; Fax: (415) 421-7105  
ccottrell@schneiderwallace.com  
oedelstein@schneiderwallace.com  
ksandoval@schneiderallace.com

*Attorneys for Plaintiff, Class members,  
and the State of California*

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE**

ALVARO VASQUEZ MADRIGAL, on behalf of  
himself, the Class members, the State of California  
and Aggrieved Employees,

Plaintiffs,

vs.

MISSION LAKES COUNTRY CLUB, INC.,

Defendant.

Case No. RIC2003428

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

Date: May 18, 2022

Time: 8:30 a.m.

Department: 6

Complaint Filed: August 31, 2020

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

MAY 18 2022

*L. Howell*

NKR

MAY 19 2022

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class and PAGA Action Settlement came before the Court  
3 on May 18, 2022, at 8:30 a.m., for a hearing and Order of Final Approval and Judgment. Consistent  
4 with the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA  
5 Action Settlement, Certification of Settlement Class, Approval of Notice of Settlement, and Setting of  
6 Hearing for Final Approval ("Preliminary Approval Order") filed and entered on December 10, 2021,  
7 and the Settlement Agreement ("Settlement"), due and adequate notice having been given to all Class  
8 Members, and having considered all papers filed and proceedings had herein and otherwise being fully  
9 informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND**  
10 **DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Class and PAGA  
12 Action Settlement Agreement (filed on September 1, 2021 as Exhibit 1 to the Declaration of Carolyn  
13 Hunt Cottrell), Addendum A (filed October 29, 2021 as Exhibit 1 to the Supplemental Declaration of  
14 Carolyn Hunt Cottrell) and Addendum B (filed December 9, 2021 as Exhibit 7 to the Second  
15 Supplemental Declaration of Carolyn Hunt Cottrell) thereto (collectively the "Settlement").

16 2. This Court has continuing jurisdiction over the subject matter of this Action and over  
17 all Parties to this Action, including all Participating Individuals and Aggrieved Employees, until the  
18 Settlement is fully administered. (Cal. R. Ct., rule 3.769(h).).

19 3. All Participating Individuals, Aggrieved Employees, and all Released Claims are  
20 covered by and included within the Settlement and this Order of Final Approval and Judgment.

21 4. The Court hereby finds that the Settlement is fair, reasonable, and adequate and that  
22 Plaintiff has satisfied the standards and applicable requirements for final approval of this class and  
23 PAGA action settlement under California law, including the provisions of California Code of Civil  
24 Procedure § 382.

25 5. The Court finds that the Settlement has been reached as a result of intensive, serious  
26 and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted  
27 extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their  
28 respective positions. The Court also finds that Settlement at this time will avoid additional substantial  
costs, as well as avoid the delay and risks that would be presented by the further prosecution of the  
Action. The Court has reviewed the benefits that are being granted as part of the Settlement and  
recognizes the significant value to the Participating Individuals and Aggrieved Employees.

1           6.       The Court finds that the California Class is properly certified as a class for settlement  
2 purposes only, and orders that it be certified for settlement purposes only.

3           7.       Distribution of the Notice Packet directed to the Settlement Class Members as set forth  
4 in the Settlement has been completed in conformity with the Preliminary Approval Order, including  
5 individual notice to all Settlement Class Members who could be identified through reasonable effort,  
6 and the best notice practicable under the circumstances. The Notice of Settlement provided due and  
7 adequate notice of the proceedings and of the matters set forth therein, including the proposed  
8 Settlement, to all persons entitled to the Notice Packet, and the Notice Packet and its distribution fully  
9 satisfied the requirements of due process.

10          8.       The Court finds that only one Settlement Class Members objected to the Settlement,  
11 which objection was later withdrawn, and zero Settlement Class Members have requested exclusion  
12 from the Settlement.

13          9.       The Court hereby approves the Settlement and directs the Parties to effectuate the  
14 Settlement according to its terms.

15          10.      Upon final approval of the Settlement and payment of the amounts set forth therein,  
16 each and every Released Claim of each and every respective Settlement Class Member is and shall be  
17 deemed to be conclusively released as against the Released Parties.<sup>1</sup>

18          11.      The Court finds and orders that the Settlement is and constitutes a fair, reasonable and  
19 adequate compromise of the Released Claims against Defendants and the Released Parties.

20          12.      The Parties entered into the Settlement to resolve the dispute that has arisen between  
21 them and to avoid the burden, expense and risk of continued litigation. In entering into the  
22 Settlement, Defendant does not admit, and specifically denies, it has violated any state, federal, or  
23 local law; violated any regulations or guidelines promulgated pursuant to any statute or any other  
24 applicable laws, regulations or legal requirements; or engaged in any other unlawful conduct with  
25 respect to its employees. Neither this Order of Final Approval and Judgment, the Settlement, nor any  
26 document referred to herein, nor any action taken to carry out the Settlement, shall be construed as an  
27 admission or concession by Defendant of any such violations or failures to comply with any  
28 applicable law.

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<sup>1</sup> As provided in Addendum A to the Settlement, the PAGA release detailed in the Class and PAGA Action Settlement shall apply only to the State of California and the Named Plaintiff. The release period for the PAGA claims runs from June 9, 2019 through the date of preliminary approval.

1           13. The Court hereby finds the individual settlement payments provided for under the  
2 Settlement and the Notice of Settlement to be fair and reasonable in light of all the circumstances. The  
3 Court, therefore, orders the calculations and the payments to be made and administered in accordance  
4 with the terms of the Settlement and the Notice of Settlement.

5           14. The Court hereby approves and orders payment in the amount of \$10,350.00 from the  
6 Gross Settlement Amount for the Gross PAGA Amount, \$7,762.50 of which is payable to the  
7 California Labor Workforce Development Agency, and \$2,587.50 of which the Aggrieved Employees  
8 will receive an equal portion.

9           15. The Court hereby confirms Plaintiff Alvaro Vasquez Madrigal as Class Representatives  
10 and Schneider Wallace Cottrell Konecky LLP as Class Counsel in the Action.

11           16. The Court hereby approves and orders the Service Award to Plaintiff Alvaro Vasquez  
12 Madrigal in the amount of \$7,500.00 from the Gross Settlement Amount for his efforts on behalf of  
13 the Class Members.

14           17. Pursuant to the terms of the Settlement, and the authorities, evidence and argument  
15 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of  
16 ~~\$115,000.00~~ <sup>110,981.00</sup>, and attorneys' costs in the amount of ~~\$9,384.62~~ <sup>8000.00</sup>, from the Gross Settlement Amount as  
17 final payment for and complete satisfaction of any and all Attorneys' fees and costs incurred by and/or  
18 owed to Class Counsel. The Court further orders that the award of attorneys' fees and costs set forth  
19 in this paragraph shall be administered pursuant to the terms of the Settlement, and transferred and/or  
20 made payable to Schneider Wallace Cottrell Konecky LLP as Class Counsel in the Action.

21           18. The Court also hereby approves and orders payment from the Gross Settlement Amount  
22 for actual claims administration expenses incurred by the Claims Administrator, ILYM Group, Inc.,  
23 in the amount of ~~\$5,800.00~~ <sup>\$5,793.72</sup>.

24           19. The Court also hereby orders that the deadline for making the Court-approved  
25 individual settlement awards, payment to the Labor and Workforce Development Agency, attorneys'  
26 fees and costs payment, and the service award is as set forth in the implementation schedule set forth  
27 below.

28           20. Any envelope transmitting a settlement distribution to a Settlement Class Member shall  
29 bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

          21. If (i) any of the Settlement Class Members are current employees of Defendant, and  
(ii) the distribution mailed to those employees is returned to the administrator as being undeliverable,

and (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange with Defendant to have those distributions delivered to the employees at their place of employment.

22. Notice of entry of judgement shall be given to the Settlement Class Members pursuant to Cal. Cal. R. Ct., rule 3.771(b)). Such notice shall be effectuated by the Settlement Administrator's posting of the Order of Final Approval and Judgment on the Settlement website previously created for the Settlement.

23. The Court also hereby finds that there were no objections to the Settlement raised by any persons on the record at the hearing on the final approval.

24. The Court hereby enters judgment in the entire Action as of the filing date of this Order of Final Approval and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order of Final Approval and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

25. The Court approves the following implementation schedule:

| Event                                                                                                       | Deadline                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Final Approval Hearing                                                                                      | May 18, 2022 at 8:30 a.m.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Effective Date                                                                                              | (i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court's Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such appeal(s) is dismissed or the Court's Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court's order granting Final Approval of the Settlement. |
| Settlement Administrator shall post the Judgment on the Settlement website                                  | As soon as practicable after the Order of Final Approval and Judgment is filed and entered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA | Within ten (10) days following the Effective Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                                                                                                                                                                                                                                                                                           |                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Settlement Administrator shall calculate the<br>2 employer share of taxes and provide Defendant<br>3 with the total employer tax contributions                                                                                                                                          | Five (5) business days after final Settlement<br>Award calculations are approved                                                                          |
| 4 Defendant shall deposit the calculated employer<br>5 tax contributions into the Qualified Settlement<br>6 Fund                                                                                                                                                                          | Within seven (7) business days after the<br>Settlement Administrator provides<br>Defendant with the amount of the total<br>employer tax contributions due |
| 7 Defendant shall pay the Gross Settlement<br>8 Amount of \$345,000 into the Settlement<br>9 Administrator's Qualified Settlement Fund                                                                                                                                                    | Within ten (10) business days of the<br>Effective Date                                                                                                    |
| 10 Settlement Administrator shall provide Class<br>11 Counsel and Defendant's Counsel with a final<br>12 report of all Settlement Awards                                                                                                                                                  | At least ten (10) business days before the<br>Settlement Awards to Participating<br>Individuals are mailed                                                |
| 13 Settlement Administrator to issue payments to<br>14 Participating Individuals, Aggrieved Employees,<br>15 the LWDA, Named Plaintiff for his Service<br>16 Award, Class Counsel for its fees and costs, and<br>17 to itself as payment for its settlement<br>18 administrative services | Within thirty (30) days after the Effective<br>Date or as soon as reasonably practicable                                                                  |
| 19 Settlement Administrator shall then provide<br>20 written certification of mailing to Class Counsel<br>21 and Defendant's Counsel                                                                                                                                                      | As soon as practicable after mailing the<br>Settlement Awards                                                                                             |
| 22 A reminder letter will be sent via U.S. mail and<br>23 email to those who have not yet cashed their<br>24 settlement check                                                                                                                                                             | With ninety (90) days remaining from the<br>check cashing deadline                                                                                        |
| 25 A call will be placed to those that have still not<br>26 cashed their check to remind them to do so.                                                                                                                                                                                   | With sixty (60) days remaining from the<br>check cashing deadline                                                                                         |
| 27 Checks for the individual settlement payments<br>28 will become void and no longer negotiable                                                                                                                                                                                          | One hundred and eighty (180) days from the<br>date of the checks' issuance                                                                                |
| Settlement Administrator shall provide<br>Defendant's Counsel and Class Counsel,<br>respectively, a report regarding the total amount<br>of any funds that remain from checks that are<br>returned as undeliverable or are not negotiated                                                 | Within ten (10) business days after the<br>conclusion of the 180-day check cashing<br>deadline                                                            |
| The Settlement Administrator shall provide<br>Defendant's Counsel and Class Counsel,<br>respectively, a report regarding the total amount<br>of any funds that remain from checks that are<br>returned as undeliverable or are not negotiated                                             | Within ten (10) business days after the<br>conclusion of the 180-day check cashing<br>period                                                              |
| Funds from uncashed checks to be redistributed<br>to those Participating Individuals who timely<br>cashed their settlement checks if the residual<br>amount is more than \$5,000, or to revert in cy<br>pres (Legal Aid at Work) if the residual amount is<br>less than \$5,000           | As soon as practicable after the check-<br>cashing period                                                                                                 |

*CR* 27 *at 180 Montgomery Street, Suite 600*  
28 *San Francisco, CA 94104*

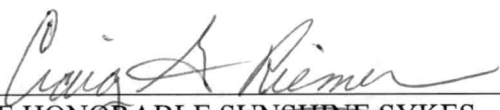
|                                                  |                                                                                                                                                                         |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Plaintiff to file a post-distribution accounting | Within twenty-one (21) days after the distribution of remaining monies to Participating Individuals who cashed their Settlement Award check or to the cy pres recipient |
| Final Report (Non-Appearence) Hearing            | <del>5 days after Plaintiff files his post-distribution accounting report</del>                                                                                         |

February 2, 2023, 8:30 AM,  
Dept. 1

**IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

Dated:

May 18, 2022

  
THE HONORABLE SUNSHINE SYKES  
JUDGE OF THE SUPERIOR COURT

**Craig G. Riemer**  
**Judge of the Superior Court**