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5 SUPERIOR COURT OF THE STATE OF CALIFORNIA
6 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
7

8 NELSON COTLETO, as an individual and on
behalf of all others similarly situated,

9 Plaintiff.

10 vs.

11 LA CANADA FLINTRIDGE COUNTRY CLUB,
12 a California Corporation; and DOES 1 through
13 100,

14 Defendants.
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FILED
Superior Court of California
County of Los Angeles

03/27/2023

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

Case No. 20STCV28295

**~~PROPOSED~~ REVISED CLASS
ACTION AND PAGA SETTLEMENT
FINAL JUDGMENT**

Hearing Date: March 13, 2023
Hearing Time: 10:00 a.m.
Hearing Place: Department 06

Complaint Filed: July 28, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on March 13, 2023, pursuant
2 to California Rule of Court 3.769, this Court's January 17, 2023 Notice Re: Continuance of
3 Hearing and Order, and this Court's earlier Revised Order Granting Preliminary Approval of
4 Settlement and Setting a Settlement Fairness Hearing ("Preliminary Approval Order"). Having
5 considered the parties' Stipulation and Agreement to Settle Class Action and PAGA (the
6 "Settlement") and the submissions of counsel, the Court hereby ORDERS as follows:

7 1. Final judgment in this matter is hereby entered in conformity with the Settlement,
8 the Preliminary Approval Order, and this Court's Revised Order Granting Plaintiff's Motion for
9 Final Approval of Class Action Settlement, Class Representative's Service Award, and
10 Attorneys' Fees and Costs ("Final Approval Order").

11 2. The Settlement Class is defined as: "Any and all Persons who are or were
12 previously employed by Defendant La Canada Flintridge Country Club as a non-exempt
13 employee in Defendant's Food and Beverage and Kitchen departments in the State of California
14 from July 28, 2016 through May 27, 2021."

15 3. As of May 27, 2021, by virtue of this Judgment, all Participating Class Members
16 shall be deemed to have released Defendant La Canada Flintridge Country Club and each of its
17 respective parent companies, subsidiaries, affiliates, including, but not limited to current and
18 former management companies, shareholders, members, agents (including without limitation, any
19 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future
20 officers, directors, and employees), predecessors, successors, and assigns (collectively,
21 "Defendant Releasees") from all claims, demands, rights, liabilities and causes of action against
22 Defendant and Defendant Releasees for any type of relief and penalties alleged in the Litigation,
23 along with related claims that Plaintiff could have brought based on the facts, allegations, and
24 claims alleged in the operative complaint, including but not limited to claims of unfair
25 competition, failure to pay overtime wages, failure to provide required meal periods, failure to
26 provide rest periods, failure to reimburse employees for required expenses, failure to provide
27 accurate itemized statements, failure to provide wages when due, violation of the Private
28 Attorneys General Act predicated on the violations of Labor Code sections alleged in the

1 Complaint, and violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.5, 226, 226.7,
2 510, 512, 516, 558, 1174, 1194, 1197, 1198, 2698 et seq., 2699, California Business and
3 Professions Code section 17200, et seq., California Code of Civil Procedure section 382, and all
4 applicable IWC Wage Orders, and other associated and related penalties. The Released Claims
5 cover the period of July 28, 2016 through May 27, 2021. The release specifically excludes claims
6 for workers' compensation, personal injuries, unemployment insurance, state disability
7 compensation, claims under the Employment Retirement Income Security Act of 1974,
8 previously vested benefits under any Employer-sponsored benefits plan, wrongful termination,
9 discrimination, retaliation, and harassment, including but not limited to those arising under the
10 Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title
11 VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any
12 similar state or federal laws, the California Family Rights Act, the Federal Family Medical Leave
13 Act, the California Pregnancy Disability Leave Law, or similar state or federal laws, the Federal
14 Equal Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of
15 any other state or federal law, rule, or regulation concerning discrimination, retaliation, and/or
16 harassment (collectively "Released Claims"). This release shall run from July 28, 2016 through
17 May 27, 2021. Expressly excluded from this release are Class Members Claudia Jimenez, Jesus
18 Solis, and Samuel Solis. Each of whom submitted a valid request from exclusion from the class
19 action portion of the Settlement.

20 4. In addition, any allegedly aggrieved employee eligible to recover from the PAGA
21 Penalties portion of the Gross Settlement Sum who worked for Defendant as a non-exempt
22 employee in Defendant's Food and Beverage and Kitchen departments in the State of California
23 from July 27, 2019 through May 27, 2021, shall release Defendant Releases from all claims,
24 demands, rights, liabilities and causes of action against Defendant and Defendant Releasees for
25 civil penalties pursuant to PAGA based on any and all underlying claims asserted in the LWDA
26 pre-filing notices dated July 27, 2020 and the operative complaint, including, but not limited to,
27 alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,
28 558, 1174, 1194, 1197.1, 1198, and 2698, et seq., and applicable IWC Wage Orders. The release

1 ~~shall run from July 28, 2016 through May 27, 2021.~~

2 5. This document shall constitute a final judgment pursuant to California Rule of
3 Court 3.769(h) which provides, “If the court approves the settlement agreement after the final
4 approval hearing, the court must make and enter judgment. The judgment must include a
5 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
6 judgment. The court may not enter an order dismissing the action at the same time as, or after,
7 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
8 Approval Order, and this Judgment.

9 6. The Parties shall file a Joint Report and a declaration from the Settlement
10 Administrator regarding the disbursement of Settlement funds on or before November 6, 2023,
11 and the date for OSC re: Compliance with Terms of Settlement Hearing shall be set for November
12 17, 2023 at 8:30 a.m. The Settlement Administrator shall provide notice of hearing on its website.
13 The declaration shall state the date the checks were mailed, the total number of checks mailed to
14 Settlement Class Members, the number of checks that remain uncashed, the total value of those
15 uncashed checks, and the average amount of the uncashed checks.

16 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

17 Dated: March 27, 2023



Elihu M. Berle

Elihu M. Berle / Judge

Honorable Elihu M. Berle
Judge of the Superior Court