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himself and others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 ANTONIO CAMACHO, on behalf of himself
14 and others similarly situated,

15 Plaintiff,

16 v.

17 BEL-AIR COUNTRY CLUB, a California
18 corporation; and DOES 1 through 100, inclusive,

19 Defendants.
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Case No. 21STCV07052

Assigned for all purposes to:
Hon. Elihu M. Berle, Dept. 6

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE'S ENHANCEMENT
PAYMENT**

Final Approval Hearing

Date: December 7, 2022

Time: 9:00 a.m.

Dept.: 6

Complaint filed: February 23, 2021

Amended complaint filed: March 10, 2021

Trial Date: None set

**~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

FILED
Superior Court of California
County of Los Angeles
12/07/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

1 This matter came on regularly for hearing before this Court on December 7, 2022, pursuant
2 to California Rules of Court, Rule 3.769 and this Court's August 10, 2022 Amended Order Granting
3 Preliminary Approval of Class and Representative Action Settlement ("Preliminary Approval
4 Order"). Having considered the parties' Stipulation of Class and Representative Action Settlement
5 ("Settlement Agreement")¹ and the documents and evidence presented in support thereof, and
6 recognizing the disputed factual and legal issues involved in this case, the risks of further
7 prosecution and the substantial benefits to be received by the Settlement Class Members and PAGA
8 Group Members pursuant to the settlement, the Court hereby makes a final ruling that the proposed
9 settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length
10 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
11 Plaintiff's Motion for Final Approval of Class and Representative Action Settlement and ORDERS
12 as follows:

13 1. The conditional class certification contained in the Preliminary Approval Order is
14 hereby made final, and the Court thus certifies, for purposes of the settlement only, a Settlement
15 Class is defined as:

16 All current and former hourly-paid or non-exempt employees who worked for
17 Defendant and/or its predecessor or merged entities, within the State of California at
18 any time from January 04, 2017 through February 22, 2022, who have not submitted
a timely and valid request for exclusion from the settlement.

19 2. Plaintiff Antonio Camacho is hereby confirmed as Class Representative, and
20 CounselOne, P.C. is hereby confirmed as Class Counsel.

21 3. Notice was provided to the Settlement Class Members and PAGA Group Members
22 as set forth in the Settlement Agreement. The form and manner of notice were approved by the
23 Court on August 10, 2022. The Court finds that said notice was the best notice practicable under
24 the circumstances. The Notice of Pendency of Class and Representative Action Settlement ("Class
25 Notice") provided due and adequate notice of the proceedings and matters set forth therein,
26

27 ¹ This Order incorporates by reference the definitions in the Settlement Agreement, and all
28 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
Settlement Agreement.

1 informed Class Members of their rights, and fully satisfied the requirements of California Code of
2 Civil Procedure section 1781(e), California Rules of Court, Rule 3.769, and due process.

3 4. The Court finds that zero Class Members objected, and that zero ~~[or, _____]~~
4 Class Members opted out of the settlement, and, thus, that the 100% ~~[or, _____%]~~
5 participation rate in the settlement supports final approval.

6 5. The Court hereby approves the settlement as set forth in the Settlement Agreement
7 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
8 according to its terms.

9 6. For purposes of settlement only, the Court finds that (a) the members of the
10 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
11 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
12 community of interest among members of the Settlement Class with respect to the subject matter
13 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
14 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
15 interests of the Settlement Class Members; (e) a class action is superior to other available methods
16 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
17 counsel for the Class Representative and the Settlement Class.

18 7. The Court finds that given the absence of objections to the settlement, and
19 objections being a prerequisite to appeal, this Order shall be considered final as of the date of
20 notice of entry.

21 8. The Court orders that Defendant Bel-Air Country Club (“Defendant”) pay the
22 Gross Settlement Amount of \$790,000, as provided for in the Settlement Agreement. Pursuant to
23 the terms of the Settlement Agreement, the employer’s share of payroll taxes for the portion of the
24 Net Settlement Amount allocated to wages shall be paid by Defendant separately from, and in
25 addition to, the Gross Settlement Amount.

26 9. The Court finds that the settlement payments, as provided for in the Settlement
27 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
28 distribute the individual payments in conformity with the terms of the Settlement Agreement.

1 10. Settlement checks will be valid for a period of one hundred eighty (180) calendar
2 days from the date of issuance of the checks, and after this time period, any uncashed check(s) shall
3 be sent to the California State Controller's Unclaimed Property Fund in the name of the
4 individual(s) who did not negotiate his or her check during the negotiation period.

5 11. The Court finds that a service award in the amount of ~~\$10,000~~^{\$6,000.00} for Plaintiff Antonio
6 Camacho is appropriate for his risks undertaken and service to the Class. The Court finds that this
7 award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
8 payment in conformity with the terms of the Settlement Agreement.

9 12. The Court finds that attorneys' fees in the amount of ~~\$276,500~~^{\$263,333.33} and litigation costs
10 of \$16,198.24 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
11 Administrator distribute these payments to Class Counsel in conformity with the terms of the
12 Settlement Agreement.

13 13. The Court orders that the Settlement Administrator shall be paid \$13,500 for all of
14 its work done and to be done until the completion of this matter and finds that sum appropriate.

15 14. The Court finds that the payment to the California Labor & Workforce Development
16 Agency ("LWDA") in the amount of \$60,000 for its share of the settlement of Plaintiff's
17 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is
18 fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment
19 to the LWDA in conformity with the terms of the Settlement Agreement.

20 15. The Court finds and determines that upon satisfaction of all obligations under the
21 Settlement Agreement, all Settlement Class Members and PAGA Group Members will be bound
22 by the settlement, will have released the released claims, and will be permanently barred from
23 prosecuting against the Released Parties the released claims as follows.

24 Released Claims and Released Parties

25 As of the date Defendant funds the settlement, Plaintiff and all Class Members who
26 did not submit valid requests for exclusion from the settlement and for the Class
27 Period, will finally and forever release and discharge Defendant Bel-Air Country
28 Club, and its former and present parents, officers, directors, shareholders,
employees, agents, attorneys, subsidiaries, divisions, assigns, predecessors,
successors, insurers, and all of their respective successors, subsidiaries, assigns, or

1 legal representatives (the “Released Parties”), from the Settlement Class Members’
2 Released Claims during the Class Period. The Settlement Class Members’ Released
3 Claims include all wage-and-hour claims alleged in the operative complaint in the
4 Lawsuit, or that could have been asserted in the Lawsuit based on the facts alleged
5 by Plaintiff in the operative complaint during the Class Period. The Settlement
6 Class Members’ Released Claims include all claims based on allegations for: (1)
7 failure to pay minimum wages; (2) failure to pay all overtime wages; (3) non-
8 compliant meal periods and/or failure to make premium payments thereon; (4) non-
9 compliant rest breaks and/or failure to make premium payments thereon; (5) failure
10 to provide accurate itemized wage statements; (6) failure to pay all wages in a
11 timely manner during employment and upon separation; (7) failure to keep accurate
and complete payroll records; and (8) violation of California’s unfair business
practices laws based on the alleged failures set forth in (1) through (7) above. The
enumeration of these specific statutes shall neither enlarge or narrow the scope of
res judicata based on the claims that were asserted in the Lawsuit or that could have
been asserted in the Lawsuit based on the facts and circumstances alleged in the
operative complaint. This release excludes the release of claims not permitted by
law.

12 Notwithstanding the foregoing, all Class Members, whether or not they submit a
13 request for exclusion from the settlement, employed by Defendant during the
14 PAGA Period (PAGA Group Members) will receive a PAGA payment and will no
15 longer be able to seek penalties under the PAGA (codified in California Labor Code
16 §§ 2698, *et seq.*), during the PAGA Period, for claims asserted or that could have
been asserted based on the facts alleged in Plaintiff’s letter to the LWDA (“PAGA
Group Members’ Released Claims”).

17 16. The settlement is not an admission by Defendant nor is this Order a finding of the
18 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the settlement,
19 nor any documents referred to herein, nor any action taken to carry out the settlement, shall be
20 construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

21 17. Pursuant to California Rules of Court, Rule 3.769(h), the Court will retain
22 jurisdiction to enforce the Settlement Agreement, this Final Approval Order, and the Judgment
23 entered in connection with the settlement.

24 18. Notice of entry of this Judgment shall be given to Settlement Class Members and
25 PAGA Group Members by posting a copy of the Judgment on Settlement Administrator’s website
26 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order.

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19. Class Counsel shall file a final report summarizing all distributions of settlement funds made pursuant to the approved settlement, supported by declaration, on or before ~~September 29, 2023~~ 7/26/23. Order to Show Cause Re Compliance is set for 8/02/23 at 8:30 a.m.

IT IS SO ORDERED.

Dated: 12-7-22



Elihu M. Berle

Hon. Elihu M. Berle
Judge of the Superior Court
Elihu M. Berle / Judge