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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**
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13 GERARDO AYALA,

14 PLAINTIFF,

15 V.

16 STEELE CANYON GOLF CLUB
17 CORPORATION, A CALIFORNIA
18 CORPORATION; DOVE CANYON GOLF
19 CLUB, LLC, A LIMITED LIABILITY
20 COMPANY;

21 DEFENDANTS.

CASE NO: 30-2021-01195684-CU-WT-CJC

*[Assigned for all purposes to the Honorable Judge
Peter J. Wilson, Department CX101]*

**ORDER GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT
AND FINAL JUDGMENT, ROA #144**

Date: April 27, 2023

Time: 2:00 p.m.

22 On April 27, 2023, the Court held a hearing on Plaintiff Gerardo Ayala (“Plaintiff”)
23 Motion for Final Approval of Class Action Settlement and Attorneys’ Fees and Costs between
24 Plaintiff and Defendant Steele Canyon Golf Club Corp. and Dove Canyon Golf Club, LLC
25 (“Defendants”).
26

27 Due and adequate notice having been given to Class Members, and the Court having considered
28 the Joint Stipulation re: Class Action Settlement (the “Settlement” or “Settlement Agreement”) , all of

1 the legal authorities and documents submitted in support thereof, all papers filed and proceedings had
2 herein, all oral and written comments received regarding the proposed settlement, and having reviewed
3 the record in this litigation, and good cause appearing, the Court GRANTS final approval of the
4 Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND DETERMINATIONS
5 AND ENTERS FINAL JUDGMENT AS FOLLOWS:

6 1. All terms used in this Order Granting Final Approval of Class and PAGA Action
7 Settlement and Final Judgment (the “Order and Judgment”) shall have the same meanings given as those
8 terms are used and/or defined in the parties’ Settlement Agreement.¹

9 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
10 jurisdiction to approve this Settlement and all exhibits thereto.

11 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
12 Agreement, and as follows:

13 *All individuals who worked for Defendant Steele Canyon Golf Club Corporation in*
14 *California as non-exempt employees during the period from April 15, 2017 through May*
15 *30, 2022. (“Class Members”).* The PAGA Class is defined as *All individuals who*
16 *worked for Defendant Steele Canyon Golf Club Corporation in California as non-*
17 *exempt employees during the period from March 25, 2020 through May 30, 2022.*
18 *(“PAGA Class members”).*

19 4. The Court has held a Final Approval and Fairness Hearing and entered a final order and
20 judgment certifying the Settlement Class and approving this Settlement Agreement. The Judgment will
21 be posted on the Settlement Administrator’s website available at
22 (<http://www.cptgroupcaseinfo.com/SteeleCanyonSettlement>) and will be available for 180 days after the
23 distribution of the settlement checks.

24 5. The Court is satisfied that CPT, Inc. (“CPT Group”), which functioned as the Settlement
25 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
26 California Rule of Court 3.766. The Class Notice informed the Class Members of the Settlement terms,

27 ¹ A copy of the Settlement Agreement is in the Court record as Exhibit 1, of ROA 127, Order Granting Preliminary approval
28 of the Settlement.

1 their rights to do nothing and receive their settlement share, their rights to submit a request for exclusion,
2 their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval
3 Hearing and be heard regarding approval of the Settlement. Adequate periods of time to respond and to
4 act were provided by each of these procedures.

5 6. Not a single Class Member filed or submitted a written objection to the Settlement as part
6 of this notice process.

7 7. CPT has only received two valid Request for Exclusion, from Brett Massingham and
8 Randy Johnson. Brett Massingham and Randy Johnson are excluded from this settlement and are not
9 bound by the terms of the settlement agreement.

10 8. Only two Class Members disputed the settlement share. The disputes have been resolved.

11 9. The Court hereby approves the terms set forth in the Settlement Agreement and finds that
12 the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
13 all applicable requirements of the California Code of Civil Procedure, the California and United States
14 Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable
15 law, and in the best interests of each of the Parties and Class Members.

16 10. The Court directs the Parties to effectuate the Settlement Agreement according to its terms
17 and declares the Settlement Agreement to be binding on all Participating Class Members.

18 11. The Court appoints Plaintiff Gerardo Ayala as Class Representative and finds him to be
19 adequate.

20 12. The Court appoints Farrah Mirabel of Law Offices of Farrah Mirabel and Amir H.
21 Seyedfarshi of Employment Rights Law Group, APC as Class Counsel, and finds each of them to be
22 adequate, experienced, and well-versed in similar class action litigation.

23 13. The Court approves the following allocations, which fall within the ranges stipulated by
24 and through the Settlement Agreement:

25 a. The **\$15,500.00** designated for payment to CPT Group, the Settlement Administrator, is
26 fair and reasonable. The Court grants final approval of, and orders the Parties to make, the
27 payment to the Settlement Administrator in accordance with the Agreement.

28 b. The **\$120,416.66** requested by Plaintiff and Class Counsel for the Class Counsel's

attorneys' fees is fair and reasonable. The Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in accordance with the Agreement.

c. The Court awards **\$10,000.00** in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of and orders the Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the Agreement and divided between counsel in proportion with their respective costs expenditures.

d. The **\$7,500.00** requested by Plaintiff for his Class Representative Payment is fair and reasonable. The Court grants final approval of and orders the Class Representative Payment to be made in accordance with the Agreement.

e. The Court grants final approval of the **\$26,250.00** PAGA payment to the LWDA and orders the payment to be made in accordance with the Agreement.

14. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order and Judgment, in which case the provisions of this Order and Judgment shall take precedence and supersede the Settlement.

15. Nothing in the Settlement or this Order and Judgment purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation. The Settlement is not an admission by Defendant, nor is this Order and Judgment a finding of the validity of any allegations against Defendant in the Court proceeding or any wrongdoing by Defendant. Neither the Settlement nor this Order and Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

16. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

17. The Court approves the one hundred eighty (180) day period for cashing of checks. Any funds associated with stale checks that have not been cashed within one hundred eighty days (180) days will be distributed pursuant to Code of Civil Procedure section 384 to the Public Law Center in Santa

1 Ana, California.

2 18. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for
3 purposes of implementing the terms of the settlement, such as requiring the filing of a final report on
4 distributions made to the Class Members, enforcing the Settlement Agreement, addressing settlement
5 administration matters, and addressing such post-Judgment matters as may be appropriate under court
6 rules or applicable law.

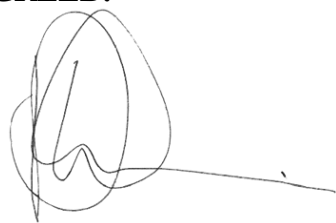
7 19. Plaintiff or the Settlement Administrator shall file with the Court a report regarding the
8 status of distribution within sixty (60) days after all funds have been distributed.

9 20. A Final Accounting is set for January 12, 2024 at 9:00 a.m. in Department CX101, with a
10 final report to be submitted by counsel in the form of an Administrator Declaration at least 14 calendar
11 days prior to the hearing regarding the status of the settlement administration. The final report must
12 include all information necessary for the Court to determine the total amount actually paid to Class
13 Members and the status and amount of any unclaimed funds.

14 21. This Final Judgment is intended to be a final disposition of the above captioned action in
15 its entirety and is intended to be immediately appealable.

16 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED.**

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19 DATED: April 28, 2023

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22 HON. PETER J. WILSON
23 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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