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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

REY PARRA, individually, and on behalf of
other members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

SHERWOOD COUNTRY CLUB, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 56-2021-00551869-CU-OE-VTA

Honorable Mark S. Borrell
Department 40

CLASS ACTION

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

Date: October 24, 2023
Time: 8:20 a.m.
Department: 40

Complaint Filed: March 11, 2021
FAC Filed: May 25, 2021
Trial Date: None Set

1 This matter has come before the Honorable Mark S. Borrell in Department 40 of the above-
2 entitled Court, located at 800 South Victoria Avenue, Ventura, California 93009, on Plaintiff Rey
3 Parra’s (“Plaintiff”) Motion for Final Approval of Class Action Settlement, Attorneys Fees and
4 Costs, and Enhancement Payment (“Motion for Final Approval”). Lawyers *for* Justice, PC
5 appeared on behalf of Plaintiff, and LightGabler appeared on behalf of Defendant Sherwood
6 Country Club (“Defendant”).

7 On May 31, 2023, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
9 of the above-entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
10 and PAGA Settlement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”),
11 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
12 of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
18 Settlement Agreement.

19 2. This Court has jurisdiction over the claims of the Class Members asserted in this
20 proceeding and over all parties to the Action.

21 3. The Court finds that the applicable requirements of California Code of Civil
22 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
23 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
24 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
25 hereby defined to include:

- 26 a) All current and former hourly-paid or non-exempt employees who worked
27 for Defendant within the State of California at any time during the period
28 from March 11, 2017 through and including June 23, 2022, whether directly
employed by Defendant or employed by a Staffing Agency (“Class” or
“Class Members”).

1
2 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
3 Class Members, fully and accurately informed the Class Members of all material elements of the
4 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
5 Class Settlement, or to request exclusion from the Class Settlement; was the best notice practicable
6 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied
7 fully with the laws of the State of California, the United States Constitution, due process and other
8 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
9 Class Members with adequate instructions and a variety of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
16 Court has considered all of the evidence presented, including evidence regarding the strength of
17 Plaintiffs’ claims; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to the Class Settlement submitted by Class Members. Accordingly, the Court
21 hereby directs that the Settlement be affected in accordance with the Settlement Agreement and
22 the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Class Settlement. Accordingly, the Court determines that all Class Members who have not
27 submitted a timely and complete Request for Exclusion (“Settlement Class Members”) are bound
28 by the Class Settlement and by this order and judgment (“Final Approval Order and Judgment”),

1 and the State of California and all current and former hourly-paid or non-exempt employees who
2 worked for Defendant within the State of California at any time during the period from September
3 22, 2019 through June 23, 2022, whether directly employed by Defendant or employed through a
4 Staffing Agency (“PAGA Members”) are bound by the PAGA Settlement and this Final Approval
5 Order and Judgment.

6 7. The Court finds that allocation of \$200,000.00 toward penalties under the
7 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and
8 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
9 Allocation as follows: the amount of \$150,000.00 to the California Labor and Workforce
10 Development Agency (“LWDA Payment”), and the amount of \$50,000.00 to PAGA Members
11 (“PAGA Member Amount”) on a *pro rata* basis (i.e., Individual PAGA Payment), in accordance
12 with the terms and methodology set forth in the Settlement Agreement.

13 8. The Court finds that payment of Settlement Administration Costs in the amount of
14 \$10,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
15 notice and settlement administration process. It is hereby ordered that the Settlement
16 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
17 \$10,000.00, in accordance with the terms and methodology set forth in Settlement Agreement.

18 9. The Court finds that the Enhancement Payment sought is fair and reasonable for
19 the work performed by Plaintiff on behalf of the Class Members, the PAGA Members, and the
20 State of California. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$10,000.00 to Plaintiff Rey Parra for his Enhancement Payment, according to the terms
22 and methodology set forth in the Settlement Agreement.

23 10. The Court finds that the request for attorneys’ fees in the amount of \$420,000.00 to
24 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
25 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
26 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
27 amount of \$420,000.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
28 methodology set forth in the Settlement Agreement.

1 11. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$18,724.57 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$18,724.57 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Settlement Agreement.

6 12. The Court hereby enters Judgment by which Settlement Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Parties, and all PAGA Members and the State of California shall be conclusively
9 determined to have given a release of any and all Released PAGA Claims against the Released
10 Parties, as set forth in the Settlement Agreement and Class Notice.

11 13. It is hereby ordered that Defendant shall deposit the Maximum Settlement Amount,
12 plus an amount sufficient to pay Employer Taxes, into a qualified settlement account, to be
13 established by the Settlement Administrator within fourteen (14) calendar days after the Effective
14 Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

15 14. It is hereby ordered that within seven (7) calendar days of the funding of the
16 Maximum Settlement Amount, the Settlement Administrator shall distribute Individual Settlement
17 Payments to the Settlement Class Members, Individual PAGA Payments to PAGA Members, the
18 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to
19 Class Counsel, and Settlement Administration Costs to itself, in accordance with the terms and
20 methodology set forth in the Settlement Agreement.

21 15. Individual Settlement Payment checks and Individual PAGA Payment checks shall
22 be valid and negotiable for at least one hundred eighty (180) calendar days from the date the checks
23 are issued, and thereafter, the checks shall be cancelled. All funds associated with such cancelled
24 checks will be transmitted to the Boys and Girls Club of Oxnard, Port Hueneme, and Camarillo,
25 California. Settlement Class Members whose Individual Settlement Payment checks are cancelled
26 shall, nevertheless, be bound to the Class Settlement. PAGA Members whose Individual PAGA
27 Payment checks are cancelled shall, nevertheless, be bound to the PAGA Settlement.

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1 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
2 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
3 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
4 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
5 any dispute arising from or in connection with the distribution of settlement benefits.

6 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
7 Settlement Class Members and PAGA Members by posting a copy of the Final Approval Order
8 and Judgment on the Settlement Administrator's website within three (3) business days of receipt
9 for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order
10 and Judgment. Individualized notice is not required.

11
12 Dated: _____

Honorable Mark S. Borrell
Judge of the Superior Court