

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)
4 Kyle R. Nordrehaug (State Bar #205975)
5 Aparajit Bhowmik (State Bar #248066)
6 2255 Calle Clara
7 La Jolla, CA 92037
8 Telephone: (858)551-1223
9 Facsimile: (858) 551-1232
10 Website: www.bamlawca.com

11 Attorneys for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SACRAMENTO

14 MARIA SEGISMUNDO and DAVID GRAY,
15 individuals, on behalf of themselves and on
16 behalf of all persons similarly situated, and on
17 behalf of the State of California, as a private
18 attorney general,

19 Plaintiff,

20 vs.

21 RANCHO MURIETA COUNTRY CLUB, a
22 California Corporation; and DOES 1 through
23 10, inclusive,

24 Defendants.

CASE NO.: 34-2021-00308730-CU-OE-GDS

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

Hearing Date: August 22, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept: 23

Date Filed: September 23, 2021
Trial Date: Not set

1 The unopposed motion of Plaintiffs Maria Segismundo and David Gray (“Plaintiffs”) for
2 an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with
3 Defendant Rancho Murieta Country Club (“Defendant”), attorneys’ fees and costs, service
4 payments, and the expenses of the Administrator duly came on for hearing on August 22, 2025,
5 before the Honorable Jill H. Talley.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Sacramento, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Thousand
16 Dollars (\$400,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On November 14, 2024, the Court granted preliminary approval of the Settlement.
24 At this same time, the Court approved conditional certification of the Class for settlement
25 purposes only.
- 26
27
28

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about April 30, 2025. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was June 30, 2025, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Tim Del Castillo, an experienced mediator of wage and
27 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and Class Counsel’s investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. No requests for exclusion were received.

7 e. The participation rate was high. 396 Participating Class Members will be
8 mailed a settlement payment, representing 100% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members’ claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$133,333 for attorneys’ fees, representing one-third of the Gross
18 Settlement Amount, and \$11,826.37 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel’s lodestar
21 and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for Class Representative Service Payments of not more
24 than \$12,500 each to the Plaintiffs, subject to the Court’s approval. The Court finds that Class
25 Representative Service Payments in the amount of \$12,500 to each of the Plaintiffs are reasonable
26 in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$17,490 in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
10 of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development Agency
11 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and
13 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
14 (\$2,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
15 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
16 Periods. "Aggrieved Employees" are all individuals who were employed by Defendant Rancho
17 Murieta Country Club in California and classified as a non-exempt employee at any time during
18 the PAGA Period (September 23, 2020 through January 1, 2023). Pursuant to Labor Code section
19 2699, subdivision (l)(2), the LWDA was provided notice of the Agreement and these settlement
20 terms and has not indicated any objection thereto. The Court finds these PAGA Penalties to be
21 reasonable.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 15. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by Defendant Rancho
28 Murieta Country Club in the State of California on a non-exempt basis at any time
during the Class Period (September 23, 2017 through January 1, 2023).

FINAL APPROVAL ORDER AND JUDGMENT

1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
3 no individuals who requested exclusion from the Class.
4

5 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
6 best interest of the Class. Defendant shall fund the Gross Settlement Amount and the amount
7 necessary to pay payroll taxes thereon in 36 monthly installments with first payment due on the
8 Effective Date.

9 18. Class Counsel are awarded attorneys’ fees in the amount of \$133,333 and costs in
10 the amount of \$11,826.37. Class Counsel shall not seek or obtain any other compensation or
11 reimbursement from Defendant, Plaintiffs, or members of the Class.

12 19. The payment of Class Representative Service Payments in the amount of \$12,500
13 each to the Plaintiffs is approved.

14 20. The payment of \$17,490 to the Administrator for its fees and expenses is approved.

15 21. The PAGA Penalty amount of \$10,000 is approved and is to be distributed in
16 accordance with the Agreement.

17 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
18 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

19 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
20 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
21 any wrongdoing by Defendant or that this Action is appropriate for class or representative
22 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
23 the Agreement, nor any document referred to herein, nor any action taken to carry out the
24 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
25 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
26 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
27 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
28 Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other

1 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
2 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
3 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
4 Released Class Claims and/or Released PAGA Claims.

5 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
6 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
7 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
8 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
9 to individual Class Members.

10 25. If the Agreement is not finally approved, then this Final Approval Order and
11 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
12 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

13 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

14 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
15 Plaintiffs, and all members of the Class, shall take nothing in the Action.

16 27. The Court shall retain jurisdiction to construe, interpret, implement and enforce the
17 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
18 supervise and adjudicate any dispute arising from or in connection with the distribution of
19 settlement benefits.

20 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
21 provided in the Agreement and in this Final Approval Order and Judgment.

22 29. Effective on the date when Defendant fully funds the entire Gross Settlement
23 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
25 release claims against all Released Parties as follows:

26 (a) All Participating Class Members, on behalf of themselves and their
27 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
28

1 and assigns, release Released Parties from the Released Class Claims. The “Released Class
2 Claims” are all class claims that were alleged, or reasonably could have been alleged, based facts
3 stated in the Operative Complaint which occurred during the Class Period. Except as expressly set
4 forth in this Agreement, Participating Class Members do not release any other claims, including
5 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
6 Act, unemployment insurance, disability, social security, workers’ compensation, or claims based
7 on facts occurring outside the Class Period.

8 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
9 of themselves and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
11 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
12 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
13 Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include
14 other PAGA claims, underlying wage and hour claims, claims for wrongful termination,
15 discrimination, unemployment insurance, disability and worker’s compensation, and claims
16 outside of the PAGA Period.

17 (c) Plaintiffs and their respective former and present spouses, representatives,
18 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
19 Released Parties from all claims, transactions, or occurrences that occurred during the Class
20 Period, as set forth in the Agreement.

21 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
22 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
23 Administrator shall transmit the funds represented by such checks to the California Controller's
24 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
25 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

26 31. The Court hereby enters judgment in the entire Action as of the filing date of this
27 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
28

1 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
2 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
3 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

4 32.

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

6
7 Dated: _____

8
9 HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA