

PLAINTIFF/PETITIONER: Harmesh Bangar
 DEFENDANT/RESPONDENT: Diablo Country Club

CASE NUMBER:
 MSC21-01549 (Lead) / Dept. 16
 Consolidated w/ Case No. MSC21-02000 (PAGA)

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 14, 2026

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Joanna Ghosh (SBN 272479)
Daniel Bass (SBN 287466)
Brian J. St. John (SBN 304112)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
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Attorneys for Plaintiff Harmesh Bangar

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

SUNIA HALATOIA, HARMESH BANGAR,
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,

Plaintiffs,

vs.

DIABLO COUNTRY CLUB, an unknown
business entity; and DOES 1 through 100,
inclusive,
Defendants.

Case No.: MSC21-01549 (Lead Case)
Consolidated Case No(s): MSC21-02000

Honorable Benjamin T. Reyes II
Department 16

CLASS ACTION

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

Date: August 5, 2026
Time: 9:00 a.m.
Department: 16

Complaint Filed: July 26, 2021
FAC Filed: January 10, 2025
Trial Date: None Set

1 This matter has come before the Honorable Benjamin T. Reyes II, in Department 16 of
2 the above-entitled Court, located at 725 Court Street, Room 320, Martinez, CA 94553, on
3 August 5, 2026 at 9:00 a.m., on Plaintiff Harmesh Bangar's ("Plaintiff") Motion for Final
4 Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment, and Class Representative Service Payment ("Motion for
6 Final Approval"). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class, and
7 Atkinson, Andelson, Loya, Ruud & Romo appeared on behalf of Defendant Diablo Country
8 Club ("Defendant").

9 On December 8, 2025, the Court entered the Order Granting Preliminary Approval of
10 Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily
11 approving the settlement of the above-entitled Action in accordance with the Class Action and
12 PAGA Settlement Agreement and Class Notice ("Settlement," "Agreement," or "Settlement
13 Agreement"), which, together with the exhibits annexed thereto set forth the terms and
14 conditions for settlement of the Action.

15 On August 5, 2026, following discussion with the Parties, the Court granted Plaintiff's
16 Motion for Final Approval requesting a revised proposed order be submitted in compliance with
17 the Court's August 4, 2026 tentative ruling, as modified by the Parties discussion with the Court.
18 The Court requested that a modified version of the tentative ruling be submitted with the revised
19 Proposed Final Approval Order and Judgment. The modified tentative ruling is attached hereto
20 as "**Exhibit A.**"

21 Having reviewed the Settlement Agreement and duly considered the parties' papers and
22 oral argument, and good cause appearing,

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

- 24 1. The Motion for Final Approval is granted in its entirety.
25 2. This Final Approval Order and Judgment incorporates by reference the
26 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
27 terms used, but not defined, herein shall have the same meanings as in the Settlement
28 Agreement and Preliminary Approval Order.

1 3. Unless otherwise specified, all citations and references to the PAGA statute that
2 are contained within this motion and supporting papers are to the former version of the PAGA
3 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
4 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
5 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
6 2024.

7 4. This Court has jurisdiction over the Class Members as it pertains to the Action
8 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
9 Action as it pertains to the Action and the claims asserted in the Action.

10 5. The Court finds that the applicable requirements of California Code of Civil
11 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
12 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
13 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
14 The Class is hereby defined to include: all individuals who are or previously were employed by
15 Defendant in California and classified as a non-exempt employee at any time during the Class
16 Period of July 26, 2017 through December 15, 2025. (“Class” or “Class Members”).

17 6. The "Aggrieved Employees" are hereby defined to consist of the following
18 individuals: all individuals who are or previously were employed by Defendant in California
19 and classified as a non-exempt employ at any time during the PAGA Period of July 15, 2020
20 through December 15, 2025.

21 7. The Court finds that the Court-approved Notice of Class Action Settlement and
22 Hearing Date for Final Court Approval (“Class Notice”) that was provided to the Class
23 Members, fully and accurately informed the Class Members of all material elements of the
24 Settlement, of their opportunity to participate in the Settlement, object to or comment on the
25 Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best
26 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
27 Members; and complied fully with the laws of the State of California, the United States
28 Constitution, due process and other applicable law. The Class Notice fairly and adequately

described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

8. Pursuant to California law, the Court hereby grants final approval to the Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections to the Class and PAGA Action Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class Members who did not submit a timely and valid Request for Exclusion from the Class Settlement (“Participating Class Members”), upon the Effective Date and full funding of the Gross Settlement Amount and funding of all employer payroll taxes, will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims he or she may have or had on behalf of

1 themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, release Released Parties from the Released Class
3 Claims.

4 10. The Court finds that Plaintiff Harmesh Bangar has satisfied the prerequisites
5 under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.)
6 (“PAGA”), including, and not limited to, providing the California Labor and Workforce
7 Development Agency (“LWDA”) and Defendant with notice of the specific provisions of the
8 California Labor Code alleged to have been violated, including, and not limited to, the facts and
9 theories to support the alleged violations, in conformity with California Labor Code §
10 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the
11 LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to California Labor
12 Code § 2699(1)(2), the Court has also considered and reviewed the PAGA Settlement and the
13 allocation of \$125,000.00 toward civil penalties under the California Private Attorneys General
14 Act of 2004 (“PAGA Penalties”), and the Court finds that they are fair, reasonable, and
15 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
16 Penalties as follows: the amount of \$93,750.00 to the LWDA (“LWDA PAGA Payment”), and
17 the amount of \$31,250.00 to the Aggrieved Employees, in accordance with the terms and
18 methodology set forth in the Agreement.

19 11. The Court determines that, upon the Effective Date and full funding of the Gross
20 Settlement Amount and funding of all employer payroll taxes, Plaintiff and the State of
21 California with respect to all Aggrieved Employees, and all Aggrieved Employees, will fully,
22 finally and forever release, settle, compromise, relinquish, and discharge the Released Parties of
23 all PAGA Released Claims on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns.

25 12. The Court hereby directs that the Settlement be affected in accordance with the
26 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
27 herein.
28

1 13. The Court finds that payment of Administration Expenses Payment in the
2 amount of \$10,500.00 to Phoenix Settlement Administrators (“Phoenix Settlement
3 Administrators” or “Settlement Administrator”), is appropriate for the services performed and
4 costs incurred and to be incurred for the notice and settlement administration process, and is
5 hereby approved. It is hereby ordered that the Settlement Administrator shall issue payment to
6 itself in the amount of \$10,500.00, in accordance with the terms and methodology set forth in
7 the Settlement Agreement.

8 14. The Court finds that the Class Representative Service Payment in the amount of
9 \$7,500.00 to Plaintiff Harmesh Bangar is fair and reasonable, and hereby approved. It is hereby
10 ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff
11 Harmesh Bangar for his Class Representative Service Payment, according to the terms set forth
12 in the Settlement Agreement.

13 15. The Court finds that attorneys’ fees in the amount of \$280,000.00 to Class
14 Counsel falls within the range of reasonableness and that the results achieved justify the award
15 sought, and is hereby approved. It is hereby ordered that the Settlement Administrator issue
16 payment in the amount of \$280,000.00 to Class Counsel for attorneys’ fees, in accordance with
17 the terms and methodology set forth in the Settlement Agreement, with five percent (5%) of the
18 attorney’s fees to be withheld by the Settlement Administrator pending satisfactory compliance
19 of the Final Compliance Hearing as found by the Court.

20 16. The Court finds that reimbursement of litigation costs and expenses in the
21 amount of \$15,286.35 to Class Counsel is reasonable, and hereby approved. It is hereby ordered
22 that the Settlement Administrator issue payment in the amount of \$15,286.35 to Class Counsel
23 for reimbursement of litigation costs and expenses, in accordance with the terms and
24 methodology set forth in the Settlement Agreement.

25 17. It is hereby ordered that within fourteen (14) calendar days after the Effective
26 Date, Defendant shall deposit the Gross Settlement Amount of \$840,000.00 and the employer’s
27 share of payroll taxes and contributions with respect to the wage portion of Individual Class
28

1 Payments into an account established by the Settlement Administrator, in accordance with the
2 terms and methodology set forth in the Settlement Agreement.

3 18. It is hereby ordered that within fourteen (14) calendar days following the funding
4 of the Gross Settlement Amount, the Settlement Administrator will issue payments due under
5 the Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
6 Participating Class Members, (b) Individual PAGA Payment to Aggrieved Employees, (c)
7 LWDA PAGA Payment to the LWDA, (d) Class Representative Service Payment to Plaintiff,
8 (e) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class
9 Counsel, and (f) Administration Expenses Payment to the Settlement Administrator, in
10 accordance with terms and methodology set forth in the Settlement Agreement.

11 19. Each check issued to a Participating Class Member and/or Aggrieved Employee
12 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
13 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
14 and after this time period, the check(s) shall be cancelled. The funds associated with checks
15 issued to Participating Class Members and Aggrieved Employees that have not been cashed or
16 deposited within the 180-day period shall be transmitted to California Rural Legal Assistance,
17 Inc. as a *cy pres* recipient pursuant to California Code of Civil Procedure 384. All Participating
18 Class Members shall be bound by the terms and conditions of the Class Settlement regardless of
19 whether or not they cash or otherwise negotiate their Individual Settlement Payment checks.

20 20. After entry of this Final Approval Order and Judgment, pursuant to California
21 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
22 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
23 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
24 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
25 with the distribution of settlement benefits.

26 21. Individualized notice of this Final Approval Order and Judgment is not required.
27 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
28

1 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
2 date of entry of this Final Approval Order and Judgment.

3 22. A Final Compliance Hearing is set for May 26, 2027 at 9:00 a.m. in
4 Department 16. Class Counsel shall submit the Settlement Administrator's accounting report
5 regarding the status of the funding and disbursement of the Settlement at least ten (10) court
6 days prior to the Final Compliance Hearing.

7 **IT IS SO ORDERED.**



Hon. Benjamin T. Reyes II

8
9 DATE: 8/13/2026

The Honorable Benjamin T. Reyes II
Judge of the Contra Costa County Superior
Court of California

Exhibit *A*

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 16
JUDICIAL OFFICER: BENJAMIN T REYES II
HEARING DATE: 08/05/2026

**INSTRUCTIONS FOR CONTESTING TENTATIVE RULINGS
IN DEPARTMENT 16**

The tentative ruling will become the ruling of the Court unless by 4:00 P.M. of the Court day preceding the hearing, notice is given of an intent to argue the matter. Counsel or self-represented parties must email Department 16 (Dept16@contracosta.courts.ca.gov) to request argument and **must specify, in detail, what provision(s) of the tentative ruling they intend to argue and why.** Counsel or self-represented parties requesting argument must advise all other counsel and self-represented parties by no later than 4:00 P.M. of their decision to argue, and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (Pursuant to Local Rule 3.43(2).)

The prevailing party must prepare and e-file a proposed order after hearing in accordance with CRC 3.1312. The order must include appearances. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

ALL APPEARANCES TO ARGUE WILL BE IN PERSON OR BY ZOOM, PROVIDED THAT PROPER
NOTIFICATION IS RECEIVED BY THE DEPARTMENT AS PER ABOVE.

Zoom link-

<https://www.zoomgov.com/j/1619504895?pwd=NOV1N3JFRnJ0TEVoSDNrTGRzakF3UT09>

ID: 161 950 4895

Password: 812674

Courtroom Clerk's Session

~~1. 9:00 AM CASE NUMBER: C25 01976
CASE NAME: CASSIE LANCASTER VS. DISCOVERY BUILDERS, INC.
*FURTHER CASE MANAGEMENT CONFERENCE
FILED BY:
TENTATIVE RULING:~~

~~This Case Management Conference (CMC) trails the hearing for Line 8. If the tentative ruling is uncontested, this CMC is continued to December 4, 2026 at 8:30 a.m. in Dept. 16. The Parties are ordered to meet and confer to discuss ADR and to file a CMC statement.~~

~~Court determines that Plaintiff has complied with the Court's orders.~~

~~-~~

~~Good cause appearing, the Court makes the following orders:~~

~~-~~

- ~~1. The Court orders the release of the 5% retention of attorney's fees in the amount of \$ \$18,976.72 to Plaintiff's Counsel.~~
- ~~2. The Court orders the release of \$198,209.42 representing uncashed checks that remains to be distributed to Legal Aid at Work, the designated cy pres.~~
- ~~3. Disbursements shall be made no later than thirty (30) days from the date of this ruling.~~
- ~~4. No appearance is required at the hearing on August 5, 2026.~~

~~14. 9:00 AM CASE NUMBER: MSC20-02432~~

~~CASE NAME: PLASCENCIA VS THE COUNTER WALNUT CREEK LP~~

~~COMPLIANCE HEARING ON SETTLEMENT SET BY THE COURTROOM.~~

~~FILED BY:~~

~~***TENTATIVE RULING:***~~

~~-~~

~~This Compliance Hearing was set by the Court to determine compliance with the Court's Order re Final Approval of Class Action settlement filed on August 11, 2025.~~

~~-~~

~~Upon review of the compliance report filed by Plaintiffs Pedro Negrete Plascencia and Nicole Anaya, individuals and on behalf of other persons similarly situated, through Class Counsel, and the declaration filed by Mayra Gonzalez of Phoenix Settlement Administrators certifying disbursement filed on July 28, 2026, the Court determines that Plaintiff has complied with the Court's orders.~~

~~-~~

~~Good cause appearing, the Court makes the following orders:~~

- ~~1. The Court orders the release of the 5% retention of attorney's fees in the amount of \$ \$3,582.98 to Plaintiffs' Class Counsel.~~
- ~~2. The Court orders the release of \$40,203.85 representing uncashed checks that remains to be distributed to Legal Aid at Work, the designated cy pres.~~
- ~~3. Disbursements shall be made no later than thirty (30) days from the date of this ruling.~~
- ~~4. No appearance is required at the hearing on August 5, 2026.~~

15. 9:00 AM CASE NUMBER: MSC21-01549

CASE NAME: HALATOA VS DIABLO COUNTRY CLUB

FINAL APPROVAL SET BY THE COURTROOM

FILED BY:

TENTATIVE RULING:

Summary

Plaintiffs Sunia Halatoa, Harmesh Bangar, individually and on behalf of others similarly situated, filed a

Motion for Final Approval Order and Judgment of the PAGA settlement against Defendant Diablo Country Club. The Motion is granted as set forth herein. No appearance is required at the August 5, 2026 hearing, provided that Plaintiff's counsel complies with the proposed order.

Background

The Settlement Agreement resolves a class action and Private Attorneys General Act ("PAGA") action brought by Plaintiff Harmesh Bangar against Defendant Diablo Country Club. The Settlement Class consists of all individuals employed by Defendant in California classified as non-exempt employees at any time during the Class Period of July 26, 2017 through December 15, 2025, encompassing approximately 830 Class Members. The Aggrieved Employee group for PAGA purposes includes non-exempt employees during the PAGA Period of July 15, 2020 through December 15, 2025. Defendant has agreed to pay a Gross Settlement Amount of \$840,000.00 on a non-reversionary basis, with the employer's share of payroll taxes paid separately.

The Gross Settlement Amount is allocated as follows: (1) \$280,000.00 (one-third of the Gross Settlement Amount) to Class Counsel as attorneys' fees; (2) \$15,286.35 to Class Counsel for reimbursement of litigation costs and expenses; (3) \$7,500.00 to Plaintiff Bangar as a Class Representative Service Payment; (4) \$10,500.00 to Phoenix Settlement Administrators for administration expenses; and (5) \$125,000.00 for PAGA penalties. Of the PAGA penalties, 75% (\$93,750.00) shall be paid to the California Labor and Workforce Development Agency, and 25% (\$31,250.00) shall be distributed to Aggrieved Employees. The remaining Net Settlement Amount of approximately \$401,713.65 shall be distributed to Participating Class Members (those who do not opt out).

Individual Class Payments shall be calculated on a *pro rata* basis according to Workweeks worked during the Class Period. The Settlement Administrator shall divide the Net Settlement Amount by the total Workweeks of all Participating Class Members to determine a Final Workweek Value, then multiply each Participating Class Member's individual Workweeks by that value. Individual PAGA Payments shall be calculated similarly based on PAGA Pay Periods worked during the PAGA Period, with the \$31,250.00 allocated to Aggrieved Employees divided by total PAGA Pay Periods. Based on current estimates, the highest Individual Class Payment is approximately \$3,388.29 and the average is approximately \$478.31; the highest Individual PAGA Payment is approximately \$285.23 and the average is approximately \$47.86.

Individual Class Payments shall be allocated as 20% wages (reported on IRS Form W-2) and 80% non-wages, expense reimbursement, interest, and penalties (reported on IRS Form 1099), with appropriate tax withholdings deducted from the wage portion. Individual PAGA Payments shall be allocated as 100% penalties (reported on IRS Form 1099). Defendant shall pay the employer's share of payroll taxes on the wage portion in addition to the Gross Settlement Amount. All payments shall be issued within fourteen days of the funding of the Gross Settlement Amount, and checks shall remain valid for 180 days from mailing.

The Court-approved Class Notice was mailed to all 829 Class Members on February 2, 2026, with a 60-day response deadline of April 3, 2026. The Notice informed Class Members of their right to object, opt out, or dispute their Workweeks/PAGA Pay Periods. As of the Response Deadline, the Settlement Administrator received zero Requests for Exclusion, zero Notices of Objection, and zero Workweek disputes. One additional Class Member was identified during the response period and provided

notice, bringing the total to 830 Class Members.

The Settlement is non-reversionary; no portion of the Gross Settlement Amount shall revert to Defendant. Any Individual Settlement Payment or Individual PAGA Payment checks that are not cashed within 180 days shall be canceled, and the associated funds shall be distributed as cy pres to California Rural Legal Assistance, Inc. All Participating Class Members and Aggrieved Employees shall be bound by the Settlement terms regardless of whether they negotiate their checks.

The Settlement constitutes a full and final resolution of all Released Class Claims and Released PAGA Claims, including claims arising under the California Labor Code and Business and Professions Code sections alleged in the operative pleadings. The Settlement is the product of arm's-length negotiations conducted through a full-day mediation with experienced mediator Todd A. Smith, Esq., following extensive formal and informal discovery, investigation, and exchange of thousands of pages of documents and data between the Parties.

Analysis

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees \$280,000.00, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme

Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.)

Counsel's declaration indicates that 287.50 hours of work were expended by the class counsel in this case, at a blended rate of \$850 per hour. This results in an imputed multiplier of 1.15x. This multiplier is relatively standard for this type of case, in this Court's experience.

Litigation costs of \$15,286.35 are reasonable and are approved. Settlement administration costs of \$10,500.00 are reasonable and are approved. The requested representative payment of \$7,500 for plaintiff is reviewed now, under the criteria for evaluation of representative payment requests discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. Plaintiff attests that she spent time speaking with my attorneys about the case, providing attorneys with documents and information concerning the case, and also describing policies, practices, and procedures of Defendant.

Ruling

1. The Court finds that the settlement is fair, reasonable, and adequate.
2. The motion is **granted**.
3. Counsel are directed to prepare an order reflecting this tentative ruling and the other findings in the previously submitted proposed order, attaching a copy of this ruling.
4. ~~The judgment should identify the individual class member who is excluded, so that if they ever bring a claim, it can easily be determined that they are not bound by the settlement. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented.~~
5. Plaintiffs' counsel is ordered to schedule a compliance hearing with the clerk of the court no later than one year from the date of this hearing and is ordered to submit a compliance statement at least ten (10) court days before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.
6. No appearance is required at the hearing on August 5, 2026.

~~16. 9:00 AM CASE NUMBER: MSC21 01737~~

~~CASE NAME: AUSTIN CUPIT VS IMPERIAL PARKING~~

~~FINAL APPROVAL HEARING SET BY THE COURTROOM~~

~~FILED BY:~~

~~***TENTATIVE RULING:***~~

~~-~~

Summary

~~Plaintiffs Austin Cupit and Andrew Caro ("Plaintiffs") bring this Motion for Final Approval of Class Action and PAGA settlement with Defendants Imperial Parking (U.S.), LLC, AmeriPark, LLC, Lanier Parking Meter Services, LLC and REEF Global, LLC. ("Defendants"), together referred to as Parties. The Motion is granted provided Counsel complies with the proposed order herein. No appearance is~~

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On August 14, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

David M. Lester

David.Lester@aalrr.com

Michele L. Collender

Michele.Collender@aalrr.com

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

12800 Center Court Drive South, Suite 300

Cerritos, California 90703-9364

Attorneys for Defendant Diablo Country Club

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through **File & ServeXpress** by electronically mailing a true and correct copy through **File & ServeXpress** to the individual(s) listed above.

State of California, Labor & Workforce Development Agency Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 14, 2026, at Glendale, California.


Isabel Yang