

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
Tel: (818) 265-1020 / Fax: (818) 265-1021

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

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

18 1. The Motion for Final Approval is granted in its entirety.
19 2. This Final Approval Order and Judgment incorporates by reference the
20 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
21 terms used, but not defined, herein shall have the same meanings as in the Settlement
22 Agreement and Preliminary Approval Order.

23 3. Unless otherwise specified, all citations and references to the PAGA statute that
24 are contained within this motion and supporting papers are to the former version of the PAGA
25 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
26 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
27 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
28 2024.

1 4. This Court has jurisdiction over the Class Members as it pertains to the Action
2 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
3 Action as it pertains to the Action and the claims asserted in the Action.

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

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

15 7. The Court finds that the Court-approved Notice of Class Action Settlement and
16 Hearing Date for Final Court Approval (“Class Notice”) that was provided to the Class
17 Members, fully and accurately informed the Class Members of all material elements of the
18 Settlement, of their opportunity to participate in the Settlement, object to or comment on the
19 Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was the best
20 notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
21 Members; and complied fully with the laws of the State of California, the United States
22 Constitution, due process and other applicable law. The Class Notice fairly and adequately
23 described the Settlement and provided the Class Members with adequate instructions and a
24 variety of means to obtain additional information.

25 8. Pursuant to California law, the Court hereby grants final approval to the
26 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
27 Class as a whole. More specifically, the Court finds that the Settlement was reached following
28 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,

1 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and
2 arms-length negotiations between the parties. In so finding, the Court has considered all of the
3 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,
4 expense, and complexity of pursuing the claims presented; the likely duration of further
5 litigation; the amount offered in the Settlement; the extent of investigation and discovery
6 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
7 including the monetary allocations and payments, appear within the range of reasonableness,
8 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
9 against the probable outcome of further litigation relating to certification, liability, and damages
10 issues. The Court has further considered the absence of any objections to the Class and PAGA
11 Action Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
12 Settlement be affected in accordance with the Settlement Agreement and the following terms
13 and conditions.

14 9. A full opportunity has been afforded to the Class Members to participate in the
15 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
16 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
17 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
18 Members who did not submit a timely and valid Request for Exclusion from the Class
19 Settlement (“Participating Class Members”), upon the Effective Date and full funding of the
20 Gross Settlement Amount and funding of all employer payroll taxes, will be deemed to have
21 fully, finally and forever released, settled, compromised, relinquished, and discharged the
22 Released Parties of all Released Class Claims he or she may have or had on behalf of
23 themselves and their respective former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, release Released Parties from the Released Class
25 Claims.

26 10. The Court finds that Plaintiff Harmesh Bangar has satisfied the prerequisites
27 under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.)
28 (“PAGA”), including, and not limited to, providing the California Labor and Workforce

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

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

19 12. The Court hereby directs that the Settlement be affected in accordance with the
20 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
21 herein.

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

1 14. The Court finds that the Class Representative Service Payment in the amount of
2 \$7,500.00 to Plaintiff Harmesh Bangar is fair and reasonable, and hereby approved. It is hereby
3 ordered that the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff
4 Harmesh Bangar for his Class Representative Service Payment, according to the terms set forth
5 in the Settlement Agreement.

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

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

18 17. It is hereby ordered that within fourteen (14) calendar days after the Effective
19 Date, Defendant shall deposit the Gross Settlement Amount of \$840,000.00 and the employer's
20 share of payroll taxes and contributions with respect to the wage portion of Individual Class
21 Payments into an account established by the Settlement Administrator, in accordance with the
22 terms and methodology set forth in the Settlement Agreement.

23 18. It is hereby ordered that within fourteen (14) calendar days following the funding
24 of the Gross Settlement Amount, the Settlement Administrator will issue payments due under
25 the Settlement and approved by the Court as follows: (a) Individual Settlement Payments to
26 Participating Class Members, (b) Individual PAGA Payment to Aggrieved Employees, (c)
27 LWDA PAGA Payment to the LWDA, (d) Class Representative Service Payment to Plaintiff,
28 (e) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class

Counsel, and (f) Administration Expenses Payment to the Settlement Administrator, in accordance with terms and methodology set forth in the Settlement Agreement.

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

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

21. Individualized notice of this Final Approval Order and Judgment is not required. The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.

///

///

///

///

///

///

///

22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department 16. Class Counsel shall submit the Settlement Administrator's accounting report regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to the Final Compliance Hearing.

IT IS SO ORDERED.

DATE: _____

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