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1 DANIEL F. GAINES, ESQ. SBN 251488
 daniel@gaineslawfirm.com
 2 ALEX P. KATOFKY, ESQ. SBN 202754
 alex@gaineslawfirm.com
 3 EVAN S. GAINES, ESQ. SBN 287668
 evan@gaineslawfirm.com
 4 **GAINES & GAINES, APLC**
 4550 East Thousand Oaks Boulevard, Suite 100
 5 Westlake Village, CA 91362
 Telephone: (818) 703-8985
 6 Facsimile: (818) 703-8984

FILED
 KERN COUNTY
 JUN 27 2023
 BY Wells DEPUTY

7 Attorneys for Plaintiff Bradley Granados
 and Proposed Class Counsel
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF KERN**

12 BRADLEY GRANADOS, on behalf of
 himself and all "aggrieved employees"
 13 pursuant to Labor Code § 2698 *et seq.*,

14 Plaintiffs,

15 v.

16 BAKERSFIELD COUNTRY CLUB, a
 California corporation, and DOES 1
 17 through 10, inclusive,

18 Defendants.

CASE NO: BCV-21-102124

Assigned to the Hon. Thomas S. Clark, Dept. 17

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
 GRANTING FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT**

DATE: June 27, 2023

TIME: 8:30 a.m.

DEPT.: 17

Complaint Filed: September 10, 2021

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1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on June 27, 2023. The above-captioned Action is a class action lawsuit brought
3 by Plaintiff Bradley Granados ("Plaintiff") against Defendant Bakersfield Country Club
4 ("Defendant") (collectively, the "Parties"). Plaintiff alleges, on behalf of a class of certain of
5 Defendant's current and former employees, that Defendant failed to pay all wages, failed to provide
6 meal and rest periods or compensation in lieu thereof, failed to pay wages due timely during and
7 upon separation of employment, and failed to comply with itemized wage statement provisions.
8 Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiff or to members
9 of the Class. Defendant contends that that it has complied at all times with California law, including
10 the California Labor Code, the Industrial Commission Wage Orders, and the California Business
11 and Professions Code.

12 On March 3, 2023, this Court entered an Order Granting Preliminary Approval of
13 Settlement, resulting in certification of the following provisional Settlement Class: all non-exempt
14 California employees of Defendant Bakersfield Country Club between September 10, 2017 and
15 November 30, 2022.

16 The Preliminary Approval Order further directed the Parties to provide Notice to the Class,
17 which informed absent Class Members of: (a) the proposed Settlement, and the Settlement's key
18 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class
19 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that
20 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and
21 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for
22 Class Members to participate in the proposed settlement.

23 The Court, upon Notice having been given as required in the Preliminary Approval Order,
24 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well
25 as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

26 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
27 to the Action, including all members of the Settlement Class.
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1 2. The Court finds that the Settlement Class is properly certified for settlement
2 purposes only.

3 3. The Notice provided to the Settlement Class conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California
5 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
6 applicable law, and constitutes the best notice practicable under the circumstances, by providing
7 individual notice to all Class Members who could be identified through reasonable effort, and by
8 providing due and adequate notice of the proceedings and of the matters set forth therein to the
9 Class Members. The notice fully satisfied the requirements of due process.

10 4. The Court finds the settlement was entered into in good faith, that the Settlement is
11 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
12 requirements for final approval of this class action settlement under California law, including the
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
14 3.769.

15 5. The Court approves the Gross Settlement Amount of Two Hundred Thousand
16 Dollars (\$200,000).

17 6. Zero (0) Class Members have objected to the terms of the Settlement.

18 7. One (1) Class Member has requested exclusion from the Settlement.

19 8. Upon entry of this Order, compensation to the Class Members shall be affected
20 pursuant to the terms of the Settlement.

21 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
22 Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
23 hereby approves the payment of Enhancement Payment to Plaintiff Bradley Granados in the amount
24 of Eight Thousand Dollars (\$8,000). This shall be paid from the Gross Settlement Amount.

25 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
26 Seventy Thousand Dollars (\$70,000), and the reimbursement of litigation expenses in the sum of
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1 Two Thousand Four Hundred Fifty-Six Dollars and Thirteen Cents (\$2,456.13). This shall be paid
2 from the Gross Settlement Amount.

3 11. The Court approves and orders payment in the amount of Seven Thousand Five
4 Hundred Dollars (\$7,500) to CPT Group, Inc. for performance of its settlement administration
5 services. This shall be paid from the Gross Settlement Amount.

6 12. The Court approves and orders payment in the amount of Seven Thousand Five
7 Hundred Dollars (\$7,500) to the California Labor and Workforce Development Agency for its 75%
8 share of PAGA penalties, and Two Thousand Five Hundred Dollars (\$2,500) to the Class Members
9 as part of the Net Settlement Amount. This shall be paid from the Gross Settlement Amount.

10 13. Upon the entry of this Order and Judgment, Plaintiff and all Class Members who
11 did not exclude themselves from the Settlement shall be bound by the releases of claims as set forth
12 in the Settlement.

13 14. This "Judgment" is intended to be a final disposition of the above captioned action
14 in its entirety, and is intended to be immediately appealable.

15 15. This Court shall retain jurisdiction with respect to all matters related to the
16 administration and consummation of the Settlement, and any and all claims asserted in, arising out
17 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
18 the settlement and the determination of all controversies relating thereto.

19 **IT IS SO ORDERED.**

16. Notice shall be given by posting on
the Settlement Administrator's website
for a period of 60 days.

20 Dated: 6-27-23

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22 JUDGE OF THE SUPERIOR COURT

23 THOMAS S. CLARK
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