

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 09 2024

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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SAN BERNARDINO**

18 ANTHONY QUINTERO, JASON
PARMITER, and JOSE FRANCISCO PENA,
19 individually, and on behalf of other members of
20 the general public similarly situated, and as
aggrieved employees pursuant to the Private
21 Attorneys General Act ("PAGA"),
Plaintiffs,

22 vs.

23 JC RESORTS LLC, a California limited liability
company; JC RESORTS MANAGEMENT
24 LLC, a California limited liability company;
BCR MANAGEMENT, INC., a California
25 corporation; KSC MANAGEMENT, INC., a
California corporation; and DOES 1 through 10,
26 inclusive,

27 Defendants.
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Case No. CIVSB2115731
(~~Consolidated with CIVSB2220246~~)

Assigned to the Hon. Joseph T. Ortiz

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: December 9, 2024
Time: 1:30 p.m.
Place: Department S17

Complaint Filed: May 28, 2021
Trial Date: None Set

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1 **ORDER AND JUDGMENT**

2 This matter came before the Court for a hearing on the Motion for Final Approval of the Class
3 Action and PAGA Settlement and Motion for Attorneys’ Fees, Costs, and Class Representative
4 Enhancement Payments (collectively, the “Motions”). Due and adequate notice having been given to
5 Class Members as required by the Court’s Preliminary Approval Order, and the Court having reviewed
6 the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being
7 fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

8 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
9 incorporated herein by reference, this Court finds that the requirements of California Code of Civil
10 Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

11 2. This Order hereby adopts and incorporates by reference the terms and conditions of the
12 Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or
13 “Settlement”), together with the definitions and terms used and contained therein.

14 3. The Court finds that it has jurisdiction over the subject matter of the action and over all
15 parties to the action, including all members of the Settlement Class.

16 4. The Class Notice fully and accurately informed Class Members of all material elements
17 of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable
18 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
19 with the laws of the State of California and due process. The Class Notice fairly and adequately
20 described the settlement and provided Class Members with adequate instructions and a variety of means
21 to obtain additional information.

22 5. In response to the Notice of Settlement, six (6) Class Members submitted a Request for
23 Exclusion from the Settlement and zero (0) Class Members objected to the Settlement.

24 6. Class Members were given a full opportunity to participate in the Final Approval
25 hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
26 Court determines that all Class Members who did not timely and properly opt out of the Settlement are
27 bound by this Order.

28 7. The Court has considered all relevant factors for determining the fairness of the

1 Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
2 the Court finds that the Settlement was reached following meaningful discovery and investigation
3 conducted by Plaintiffs' Counsel; that the Settlement is the result of serious, informed, adversarial, and
4 arm's-length negotiations between the Parties facilitated by an experienced mediator; and that the terms
5 of the settlement are in all respects fair, adequate, and reasonable.

6 8. In so finding, the Court has considered all evidence presented, including evidence
7 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
8 likely duration of further litigation; the amount offered in Settlement; the extent of investigation and
9 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
10 sufficient information about the nature and magnitude of the claims being settled, as well as the
11 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
12 which the Parties have agreed.

13 9. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
14 Agreement and expressly finds that the Settlement is, in all respects, fair, reasonable, adequate, and in the
15 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
16 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
17 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
18 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
19 Settlement in light of the challenges posed by continued litigation, the Court concludes that the
20 Settlement provides Class Members with fair and adequate relief.

21 10. The Settlement Agreement is not an admission by Defendants or by any other Released
22 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
23 or any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
24 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
25 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
26 whatsoever by or against Defendants or any of the other Released Parties.

27 11. With the exception of the six individuals who opted out of the Settlement Class, final
28 approval shall be with respect to: All persons who were employed by Defendants in the State of

1 California at any location other than at a stand-alone golf course and classified as non-exempt at any time
2 during the period from May 28, 2017 through November 7, 2023 (“Class Period”).

3 12. Plaintiffs Anthony Quintero, Jason Parmiter, and Jose Francisco Pena are adequate and
4 suitable representatives and are hereby appointed the Class Representatives for the Settlement Class. The
5 Court finds that Plaintiffs’ investment and commitment to the litigation and its outcome ensured
6 adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of
7 the Settlement Class.

8 13. The Court hereby awards Plaintiffs Class Representative Enhancement Payments of
9 \$10,000, each, for their service on behalf of the Settlement Class, and for agreeing to general releases of
10 all claims arising out of their employment with and separation from Defendants.

11 14. The Court finds that the attorneys at Capstone Law APC, Moon Law Group, PC, and
12 Rastegar Law Group, APC have the requisite qualifications, experience, and skill to protect and advance
13 the interests of the Settlement Class. The Court therefore finds that counsel satisfy the professional and
14 ethical obligations attendant to the position of Class Counsel, and hereby appoints Capstone Law APC,
15 Moon Law Group, PC, and Rastegar Law Group, APC as counsel for the Settlement Class.

16 15. The settlement of civil penalties under PAGA in the amount of \$80,000 is hereby
17 approved. Seventy-Five Percent (75%), or \$60,000, shall be paid to the California Labor and Workforce
18 Development Agency (“LWDA”) in accordance with the terms of the Settlement Agreement. The
19 remaining Twenty-Five Percent (25%), or \$20,000, will be paid to PAGA Members in accordance with
20 the terms of the Settlement Agreement.

21 16. Notwithstanding the submission of a request to opt out of the Settlement Class, PAGA
22 Members are: All persons who were employed by Defendants in the State of California at any location
23 other than at a stand-alone golf course, and classified as non-exempt at any time during the period from
24 June 4, 2020 through November 7, 2023 (the “PAGA Period”).

25 17. The Court hereby finds that the Parties’ notice of the proposed Settlement submitted to
26 the LWDA fully and adequately complied with the notice requirements of PAGA, California Labor
27 Code § 2699(l).

28 18. The Court hereby awards \$523,333 in attorneys’ fees and \$29,319.61 in costs and

1 expenses to Class Counsel. The Court finds that the requested award of attorneys' fees is reasonable for a
2 contingency fee in a class action such as this; i.e., one-third of the common fund created by the
3 settlement. Counsel have also established the reasonableness of the requested award of attorneys' fees
4 via their lodestar crosscheck, and the Court finds that the attorney staffing, hours billed, and hourly rates
5 are reasonable. The award of attorneys' fees and costs will be divided as follows: (a) \$282,599.82 in
6 attorneys' fees and \$18,066.62 in litigation costs to Capstone Law APC; (b) \$188,399.88 in attorneys'
7 fees and \$7,522.99 in litigation costs to Moon Law Group, PC; and (c) \$52,333.30 in attorneys' fees and
8 \$3,730.00 in litigation costs to Rastegar Law Group, APC.

9 19. The Court approves settlement administration costs and expenses in the amount of
10 \$19,900 to CPT Group, Inc.

11 20. All Class Members were given a full and fair opportunity to participate in the Approval
12 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
13 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
14 settlement and the Class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
15 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
16 Members have released and forever discharged the Defendants and the Released Parties for any and all
17 Released Class Claims during the Class Period. As specified in the Settlement Agreement, the Released
18 Class Claims are:

19 All claims, rights, demands, liabilities, and causes of action that were alleged, or
20 reasonably could have been alleged, based on the facts alleged in the operative
21 Complaint during the Class Period, including claims for violation of: (1) Labor
22 Code sections 510 and 1198 (unpaid overtime); (2) Labor Code sections 1182.12,
23 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) Labor Code sections
24 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) Labor Code
25 sections 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5)
26 Labor Code sections 226.7, 516, and 1198 (failure to provide recovery periods) (6)
27 Labor Code sections 226(a), 1174(d), and 1198 (non-compliant wage statements
28 and failure to maintain payroll records); (7) Labor Code sections 201 and 202
(wages not timely paid upon termination); (8) Labor Code section 204 (failure to
timely pay wages during employment); (9) Labor Code sections 551, 552, and 558
(failure to provide one day's rest in seven); (10) Labor Code section 2802
(unreimbursed business expenses); (11) California Business & Professions Code
sections 17200, *et seq.* (unlawful business practices); and (12) California Business
& Professions Code sections 17200, *et seq.* (unfair business practices).

21. Additionally, all PAGA Members and Plaintiffs, on behalf of themselves and the State

1 of California, have released and forever discharged the Released Parties for any and all Released PAGA
2 Claims during the PAGA Period. As specified in the Settlement Agreement, the Released PAGA
3 Claims are: All claims for civil penalties under California Labor Code sections 2698, *et seq.*, that were
4 alleged, or reasonably could have been alleged, based on the facts alleged in the operative Complaint
5 and/or Plaintiffs' PAGA Notices during the PAGA Period.

6 22. Judgment in this matter is hereby entered in accordance with the above findings.

7 23. Without affecting the finality of the Judgment, the Court shall retain exclusive and
8 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
9 664.6, including all Participating Class Members and PAGA Members, for purposes of enforcing the
10 terms of the Judgment entered herein.

11 24. This document shall constitute a judgment (and separate document constituting said
12 judgment) for purposes of California Rules of Court, Rule 3.769(h).

13 25. Plaintiffs shall file a declaration from the Settlement Administrator regarding the
14 completion of settlement administration activities no later than October 1, 2025, as well as an amended
15 judgment regarding the distribution of unclaimed residuals to Worksafe, the designated *cy pres* recipient
16 specified in the Settlement Agreement. The Court sets a compliance hearing in Department S17 for
17 Dec. 9, 2025 at 1:30 a.m.(p.m.) at which time the Court will consider evidence that the
18 distribution process is complete and that a final accounting may be approved.

19
20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

21 Dated: Dec. 9, 2024

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23 _____
24 Hon. Joseph T. Ortiz
25 San Bernardino County Superior Court Judge
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1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000,
4 Los Angeles, California 90067.

5 On **November 22, 2024**, I served the document(s) described **[PROPOSED] ORDER AND**
6 **JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND**
7 **PAGA SETTLEMENT AND MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS**
8 **REPRESENTATIVE ENHANCEMENT PAYMENTS**
9 on the interested parties in this action by sending [] the original [✓] a true copy thereof [✓] to interested
10 parties as follows [or] [] as stated on the attached service list:

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39 [] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing
40 in the ordinary course of business at Los Angeles, California. I am "readily familiar" with

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this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

- BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.
- BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.
- BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 22, 2024**, at Los Angeles, California.

Stacy Winberg
Type or Print Name

1st Stacy Winberg
Signature