

FILED
Clerk of the Superior Court

JAN 06 2023

By: R. Day, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

Destinee Hart, an individual, on behalf of herself
and on behalf of all persons similarly situated,

Plaintiff,

v.

ALIKA LLC dba Carlton Oaks Golf Club, a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2021-00025651-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes to the Honorable
Joel R. Wohlfeil (Dept. C-73)

**~~[proposed]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
CERTIFICATION OF SETTLEMENT
CLASS**

Hearing Date: January 6, 2023

Hearing Time: 9:00 a.m.

Location: Dept. C-73

Complaint Filed: June 11, 2021

FAC Filed: August 19, 2021

Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff Destinee Hart (“Plaintiff” or “Hart”) and Defendant ALIKA LLC dba Carlton
3 Oaks Golf Club (“Defendant” or “Aliko”), (collectively the “Parties”) have agreed to terms of
4 a settlement of this putative class action lawsuit.

5 On January 6, 2023, this Court heard Plaintiff’s unopposed Motion for Preliminary
6 Approval of Class Action Settlement and provisional class certification (the “Motion”) under
7 CAL. R. CT. 3.769 (c) and (d). This Court reviewed the Motion, including the fully-executed
8 Joint Stipulation and Settlement Agreement (hereinafter the “Settlement Agreement” or
9 “Agreement”) which is attached as Exhibit 1 to the Declaration of Alexander I. Dychter filed in
10 support of this Motion. Based on this review and the findings below, the Court finds good
11 cause to grant the Motion.

12 **FINDINGS:**

13 For purposes of settlement only, pursuant to the Settlement Agreement, the Court finds:

14 1. Terms and phrases used in this Order shall have the same meaning as ascribed to
15 them in Settlement Agreement.

16 2. The Agreement is fair, reasonable, and adequate;

17 3. The proposed Class Notice (attached to the Declaration of Alexander I. Dychter
18 as Exhibit 2) complies with due process because it is reasonably calculated to adequately apprise
19 all current and former non-exempt hourly employees of Defendant Aliko LLC dba Carlton Oaks
20 Golf Club at any time since June 11, 2017 through August 31, 2022 (“Settlement Class
21 Members”) of: (i) the pending lawsuit; (ii) the proposed settlement and its terms; and (iii) their
22 rights, including the right to participate in the settlement, exclude themselves from the
23 settlement, or object to the settlement;

24 4. For the purpose of settlement only, the Court currently finds that the Class is
25 sufficiently numerous such that joinder of all Class Members is impracticable;

26 5. For the purpose of settlement only, the Court currently finds that the Plaintiff’s
27 claims are typical of individual Class Members’ claims;

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1 6. For the purpose of settlement only, the Court currently finds that there are
2 questions of law and fact common to the Class that predominate over any questions affecting
3 only individual Class Members; and

4 7. For the purpose of settlement only, the Court currently finds that Class
5 Certification is superior to other available methods for the fair and efficient adjudication of the
6 controversy for purposes of implementing the Settlement Agreement.

7 **IT IS ORDERED THAT:**

8 1. **Settlement Approval.** The terms of the Agreement and the Class Notice are
9 preliminarily approved. The releases and waivers for Settlement Class Members who do not
10 exclude themselves from this settlement and the releases and waivers by the class representative
11 are also approved by the Court as stated in the Settlement Agreement and Notice. Plaintiff and
12 Defendant (collectively the “Parties”), are ordered to comply with the terms of the Agreement.

13 2. **Provisional Certification.** For settlement purposes only, the Class is
14 provisionally certified as: “*all current and former non-exempt hourly employees of Defendant*
15 *Alika LLC dba Carlton Oaks Golf Club at any time since June 11, 2017 through August 31,*
16 *2022*” (“Class Period”) (“Settlement Class Members”). The above definition of the class is for
17 class member identification purposes only and is not intended to capture the claims at issue in the
18 Action or to limit or alter the Released Claims under the Settlement Agreement in any manner.

19 3. **Provisional Certification of Subclass.** For settlement purposes only, the LC 203
20 Subclass is provisionally certified as: “*All Settlement Class Members who separated their*
21 *employment from Defendant Alika LLC dba Carlton Oaks Golf Club at any time between June 11,*
22 *2018 through August 31, 2022.*”

23 4. **Appointment of Claims Administrator.** For settlement purposes only, Phoenix
24 Settlement Administrators (“PSA”) is approved as the Court-appointed Settlement Administrator
25 and shall be paid pursuant to the Agreement for the services it provides in administering the
26 notice, claims, and funds distribution processes.

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1 **5. Provision of Class Data List.** No later than ten (10) business days after entry of
2 an order granting preliminary approval of the Settlement and provisional class certification,
3 Defendant shall provide to PSA, in a Microsoft Excel spreadsheet, a worksheet that contains
4 each Class Member's full name; last known home mailing address; telephone number (if
5 available); Social Security Number; and dates of employment as a Class Member (including all
6 separations and re-hires during the Class Period), as well as any other information the Settlement
7 Administrator may reasonably need to administer this Settlement. (the "Class List"). All
8 information provided shall be based on Defendant's business records.

9 **6. Provision of Class Notice.** No later than seven (7) business days after receipt of
10 the "Class List" by the appointed Settlement Administrator, PSA, the Settlement Administrator
11 will mail the Class Notice to each Settlement Class Member, in both English and Spanish, as
12 specified in the Agreement.

13 **7. Participation in Settlement Fund.** Class Members are not required to submit
14 anything in order to participate in the settlement and receive money.

15 **8. Request to Opt-Out.** Class Members who wish to be excluded from the class
16 portion of the Settlement shall have thirty (30) calendar days from the initial mailing date of the
17 Notice to mail an Opt-Out Letter to the Settlement Administrator that will state their full legal
18 name, home address, telephone number, the last 4 digits of their social security number, their
19 signature under penalty of perjury, and a statement in substance as follows: "I have read the Notice
20 and I wish to opt out of the Settlement reached in the Hart case against ALIKA LLC (Case No.
21 37-2021-000256510CU-OE-CTL). I understand that by opting out of the Settlement I will not be
22 bound by any judgment in the case and will not be entitled to receive any payment from the
23 Settlement." Opt-Out Letters must also include a statement that that he/she has received the Notice
24 and that he/she understands that he/she is still bound by the release of the PAGA claims upon final
25 approval of the Settlement. The delivery date is deemed to be the date the Opt-Out Letter is
26 deposited in the U.S. mail as evidenced by the postmark. Individuals who validly opt-out of the
27 Settlement shall still be bound by the release of PAGA claims, as set forth in the Settlement
28 Agreement. Individuals who validly opt-out of the Settlement are no longer deemed to be

1 Settlement Class Members, but they will still receive a payment for the PAGA portion of the
2 settlement (if eligible). As such, those individuals cannot object to the Settlement.

3 **9. Objection to Settlement.** Class Members who have not opted-out and who wish
4 to object to the class portion of the Settlement shall submit a written objection to the Settlement
5 Administrator (who shall then distribute them to Class Counsel and Counsel for Defendant) no
6 later than thirty (30) calendar days from the initial mailing date of the Notice Packet. The
7 Objection must state: (a) the objecting person's full legal name, home address, telephone
8 number, last four digits of their social security number (for identity verification purposes), their
9 signature; (b) the words "Notice of Objection" or "Formal Objection"; (c) in clear and concise
10 terms the legal and factual arguments supporting the objection; (d) a list identifying the
11 witness(es) the objector may call to testify at the Final Approval Hearing; and (e) true and
12 correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing. If any
13 Objecting Class Member wishes to speak at the Final Approval Hearing, that Objecting Class
14 Member's written submission must include a request to be heard.

15 **10. Failure to Object to Settlement.** Class Members who fail to object to the
16 Settlement Agreement in the manners specified above will: (1) be deemed to have waived their
17 right to object to the Agreement; and, (2) be foreclosed from objecting (whether by a subsequent
18 objection, intervention, appeal, or otherwise) to the Agreement.

19 **11. Appointment of Class Representative and Class Counsel.** For settlement
20 purposes only, Plaintiff Destinee Hart is conditionally certified as the Class Representative to
21 implement the Parties' settlement in accordance with the Agreement. The law firm of Dychter
22 Law Offices, APC is appointed as Class Counsel. Plaintiff and Class Counsel shall continue to
23 fairly and adequately represent and protect the Class' interests.

24 **12. Termination of Agreement.** If the Agreement terminates for any reason, or the
25 Court does not grant final approval of the Settlement Agreement for any reason, the following
26 will occur: (a) class certification will be automatically vacated; (b) this Action will revert to its
27 previous status in all respects as it existed immediately at the execution date of the Agreement;
28 and (c) there will be no prejudice to Defendant's rights and objections to this Action and its

1 ability to oppose it and to oppose class certification, or to assert any other defenses. This Order
2 will not waive or otherwise impact the Parties' rights or arguments.

3 **13. No Admissions.** Nothing in this Order is or may be construed as an admission or
4 concession on any point of fact or law by or against any Party.

5 **14. Final Approval Hearing.** On 3/24, 2023 at 9:00 a.m. / p.m.
6 in Dept. C-73, this Court will hold a Final Approval Hearing to determine whether the
7 Agreement should be finally approved as fair, reasonable, and adequate. Plaintiff's request for
8 attorneys' fees, costs, and service enhancement for Plaintiff Hart shall be filed per code. This
9 Court may order the Final Approval Hearing to be postponed, adjourned, or continued. If that
10 occurs, the Parties will not be required to provide additional notice to Class Members.

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12 DATED: JAN 06 2023

JOEL R. WOHLFEIL

Honorable Joel R. Wohlfeil
Superior Court of California, County of San Diego