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Attorney for Plaintiff,
Victor Manuel Gil Palos, on behalf of himself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

VICTOR MANUEL GIL PALOS, on behalf of himself and all others similarly situated, and on behalf of the general public, Plaintiff, vs. GIBSON & SONS GOLF MANAGEMENT LLC, a California Corporation, and DOES 1 through 10, inclusive. Defendants.	CASE NO.: 23CV-0712 **~~[PROPOSED~~] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

IT IS HEREBY ORDERED:

1. The Court adopts its tentative ruling attached hereto as Exhibit "A";
2. The Court grants preliminary approval and conditional certification of the Class;
3. The Court grants preliminary approval of Plaintiff Victor Manuel Gil Palos as Class Representative;
4. The Court grants preliminary approval of Otkupman Law Firm, A Law Corporation, as Class Counsel;
5. The Court grants preliminary approval of Settlement of claims as set forth in the Settlement Agreement;
6. The Court approves the proposed Class Notice and Exclusion Form;
7. The Court grants preliminary approval of the Maximum Settlement Amount of Three Hundred Fifty Thousand Dollars ($350,000.00);
8. The Court grants preliminary approval of Apex Class Action Administration ("Apex") as Settlement Administrator and payment of service in an amount up to Six Thousand Five Hundred Dollars ($6,500.00);
9. The Court grants preliminary approval of a Class Representative Enhancement Payment to Plaintiff Victor Manuel Gil Palos in an amount up to Fifteen Thousand Dollars ($15,000.00);
10. The Court grants preliminary approval of the payment to Class Counsel of reasonable attorney's fees of One Hundred Sixteen Thousand Six Hundred Fifty-Five Dollars ($116,655.00) and costs up to Twenty Thousand Dollars ($20,000.00);
11. The Court grants preliminary approval of the PAGA Payment in the amount of Twenty-Five Thousand Dollars ($25,000.00). Seventy-five percent of this amount, or Eighteen Thousand Seven Hundred Fifty Dollars ($18,750.00) will be paid to the LWDA and twenty-five percent of this amount, or Six Thousand Two Hundred Fifty Dollars ($6,250.00) will be paid to the PAGA Group Members on a pro rata basis.

12. The Court grants the schedule for implementation of the terms of the Settlement Agreement and the Court sets a hearing on final approval on July 29, 2026 at 9:00 a.m. in Department 4.

DATED: 6/12/2026

HON. TANA L. COATES
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

FILED

MAR 11 2026

SAN LUIS OBISPO SUPERIOR COURT
BY Brooklyn Farr, Deputy Clerk

***Victor Manuel Gil Palos v. Gibson & Sons Golf Management, LLC,* 23CV-0712**

Hearing: **Motion for Preliminary Approval of Class Action Settlement**

Date: **March 11, 2026**

Victor Manuel Gil Palos (Plaintiff) filed this wage and hour class action against Gibson & Sons Golf Management, LLC (Defendant), on December 5, 2023. The parties exchanged information informally but engaged in no formal discovery. The parties attended mediation on August 22, 2024, and reached settlement terms. Defendant filed an answer to the complaint on January 16, 2025. On July 30, 2025, the Court heard and denied Plaintiff's motion for preliminary approval of the settlement without prejudice because Plaintiff failed to provide evidence of a community of interest between Plaintiff and the class members sufficient to certify a class.

Plaintiff filed the subject Motion for Preliminary Approval of Class and Representative Action Settlement and Provisional Certification of Class (Motion) on October 23, 2025. Plaintiff served Defendant on November 5, 2025, and Defendant did not oppose the motion.

Plaintiff provides evidence that the proposed settlement was submitted to the Labor and Workforce Development Agency (LWDA) on February 25, 2025, in substantial compliance with Labor Code section 2699(s)(2). (Declaration of Roman Otkupman (Otkupman Decl.), Ex. E.)

Plaintiff moves for preliminary approval of the Joint Stipulation of Class and Representative Action Settlement and Release of Claims (Agreement). (Otkupman Decl., Ex. B.) Specifically, Plaintiff requests:

1. Preliminary and conditional certification of the Class as described in the Agreement;
2. Preliminary approval of the Maximum Settlement Amount of Three Hundred Fifty Thousand Dollars ($350,000.00);
3. Preliminary approval of Plaintiff Victor Manuel Gil Palos as Class Representative;
4. Preliminary approval of Otkupman Law Firm, A Law Corporation, as Class Counsel;
5. Preliminary approval of a settlement of claims as set forth in the Agreement;
6. Approval as to the form and content of the proposed Class Notice and Exclusion Form, in the forms attached, respectively as Exhibit "C" and Exhibit "D" to the Otkupman Decl., or in forms otherwise approved by the Court;
7. Approval of Apex Class Action Administration (Apex) as Settlement Administrator and the costs of administration of the settlement for an amount up to Six Thousand Five Hundred Dollars ($6,500.00);
8. Preliminary approval of the payment of service to Class Representative, Victor Gil Palos, in the amount of Fifteen Thousand Dollars ($15,000.00);
9. Preliminary approval of the application for payment to Class Counsel of reasonable attorney fees in the amount of 33.33% of the Maximum Settlement Amount, or One Hundred Sixteen Thousand Six Hundred Fifty-Five Dollars ($116,655.00) and costs up to Twenty Thousand Dollars ($20,000.00);

10. Preliminary approval of PAGA penalties in the amount of Twenty-Five Thousand Dollars ($25,000.00); and
11. Issuance of a schedule for implementation of the terms of the Settlement Agreement, including a date for a hearing for Final Approval of the Settlement.

I. Settlement Approval Process

There are three stages to the Court's settlement approval process: (1) preliminary approval of the proposed settlement at an informal hearing; (2) notice of the settlement to all affected class members; and (3) final approval after a formal hearing. The current motion is the first stage of the process.

The Court may approve settlements reached before or after certification of the class. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269.) Here, the class was not certified prior to the settlement, and Plaintiff seeks class certification for purposes of the settlement. The certification issue is addressed below.

When seeking preliminary approval of the settlement, the settlement agreement and proposed notice to class members must be filed, and the proposed order must be lodged with the motion. (Cal. Rules of Court, rule 3.769(c).) Plaintiff has done so here. (Otkupman Decl., Exs. B, C, D.)

When an action includes PAGA claims, the Court must review and approve the settlement and the proposed settlement shall be submitted to the Labor and Workforce Development Agency (LWDA) at the same time that it is submitted to the Court. (Lab. Code, § 2699, subd. (l)(2).) Plaintiff has provided notice to the LWDA as discussed above.

II. The Proposed Settlement

The terms of the settlement provide that Defendant shall pay $350,000.00. Costs to be deducted from that amount are: (1) attorneys' fees of $116,655.00 to class counsel (33.3% of gross settlement); (2) up to $20,000 to class counsel for costs and expenses; (3) an incentive award of up to $15,000 to Plaintiff as the class representative; (4) an estimated $6,500 to the third-party settlement administrator, Apex; and (5) $25,000 in PAGA penalties, which will be allocated 75% ($18,750.00) to the LWDA, and the remaining 25% ($6,250.00) added to the fund distributed to class members. (Otkupman Decl., Ex. B, §§ 4, 5, 16, 17, 64.)

Class members will not need to do anything to participate in the settlement and the gross settlement is non-reversionary. (Otkupman Decl., Ex. B, §§ 45(a), 56.)

Section 18 of the Agreement provides that if the number of workweeks exceeds 10,523 "Defendant shall have the option of either (i) increasing the Net Settlement Amount by an amount determined by the following formula: ([Actual Number of Workweeks - 10,523] ÷ 10,523) x Net Settlement Amount); or (ii) changing the end date of the Class Period (and PAGA Period) to a date for which there are no more than 10,523 workweeks. (Otkupman Decl., Ex. B, § 18.)

Plaintiff's counsel declares, "[t]o ensure accuracy, the parties have agreed to an escalator clause that increases the settlement should the amount provided by Defendant increase." (Otkupman Decl., p. 9, lns. 9-11.) The escalator clause gives Defendant the option to shorten the class period thereby possibly decreasing the number of class members. If any changes are made to the settlement as a result of that clause, the effects of any such changes may impact and will be reviewed at the final approval hearing.

III. Ascertainable Class

Post-settlement class certification requires court approval to "prevent fraud, collusion or unfairness to the class." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) "[C]ertification issues, 'those designed to protect absentees by blocking unwarranted or overbroad class definitions' require heightened scrutiny in the settlement-only class context 'for a court asked to certify a settlement class will lack the opportunity, present when a case is litigated, to adjust the class, informed by the proceedings as they unfold.(Citation.)'" (*Luckey v. Superior Ct.* (2014) 228 Cal.App.4th 81, 94 (*Luckey*).)[1]

Under California law, the basic requirements to sustain a class action are an ascertainable class, a well-defined community of interest in the questions of law and fact involved, and substantial benefits from certification that render proceeding as a class superior to the alternatives. (Code Civ. Proc., § 382; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021 (*Brinker*).)

"The burden is on the party seeking certification to establish the existence of both an ascertainable class and a well-defined community of interest among the class members. 'The community of interest requirement [for class certification] embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class. (Citation.)' " (*Luckey, supra*, 228 Cal.App.4th at p. 92.)

In determining whether common issues predominate in a litigation, the court examines the plaintiff's theory of recovery and the legal and factual disputes that are likely to be presented. (*Dailey v. Sears, Roebuck & Co.* (2013) 214 Cal.App.4th 974, 988.) " 'As a general rule if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages. (Citations.)' " (*Id.*)

Plaintiff alleges in the Complaint that he and "Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks." (Complaint, ¶ 2.) The remainder of the complaint alleges legal conclusions.

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[1] The fact that the motion, served only on the settling Plaintiff, is unopposed, does not provide a basis for granting the motion.

In his declaration in support of this motion Plaintiff states, "I was employed by Gibson & Sons Golf Management, LLC ("GSGM"), as an hourly paid non-exempt employee. During my time working for GSGM, I believe that I was not paid all wages, including all minimum and overtime wages owed to me, I was denied uninterrupted meal and rest breaks, and I was not reimbursed for uniform maintenance or for using my personal cell phone for the benefit of GSGM. During the time that I was employed at GSGM, I followed the same timekeeping, scheduling and payroll policies and practices as the other hourly employees I observed and interacted with." (Declaration of Victor Manuel Gil Palos (Palos Decl.), ¶¶ 2, 3, 4.) Plaintiff adds, "I specifically observed other employees of defendant suffer the same violation as I did. For example, I was deprived of being able to take a timely meal break. I observe the same with other employees, that were both employed as maintenance technicians, and as the people in other various positions." (Palos Decl., ¶ 6.)

Counsel for Plaintiff provides the following information regarding suitability for class treatment:

> Through informal discovery, Defendant provided information to Plaintiff to ascertain that class commonality and accessibility can be established. Specifically, Defendant provided only one handbook that applied to ALL employees of Defendant. Therefore, the same policies that applied to Plaintiff, who was employed as a Maintenance Technician, applied to all other categories of employees. It is important to note that Gibson & Sons Golf Management, LLC has only one golf course in San Luis Obispo that operates the DBA as Cypress Ridge Golf Course. As such, Plaintiff was familiar with the policies as they applied to him as well as the other categories of employees, the number of which was not significant. Specifically, the following were categories of employees at the Golf Course: 1. Food and beverage cashiers/bartenders; cart barn employes who clean and stock golf carts; and range employees who pick up the balls out of the golf range for the golf course. There were also employees who bartended weddings and various events, as well as maintenance and operations employes, some of whom worked the shop counters and checked in golfers selling tokens/merchandise. Based on the documentation provided by Defendant prior to the mediation, these employees were subject to the same policies and procedures with respect to rest breaks; overtime, unpaid minimum wage, and reimbursement. Further, all of the employees were required to wear unforms, for which, Plaintiff alleges they were not reimbursed. As to Plaintiff and the rest of the employees being denied compliant meal and rest breaks, Plaintiff maintains that the golf course was very busy and the work prevented Plaintiff and the rest of the employees from taking the requisite meal breaks before the 5th hour of work, as required under California law. While the rest breaks do not need to be recorded, Plaintiff maintains that he did not take rest breaks as the work simply precluded him from doing so. This situation was typical both based on the data provided by Defendant and based on others' inability to take the breaks within the legally compliant time. Finaly, resolution of 1) whether there were outstanding wages at separation and 2) whether Defendant's failures to pay them were willful are common questions that can be decided on common proof. Defendant had consistent practices of paying employees' final wages without ever providing payment for the meal and rest breaks violations. Additionally, the data

> showed that Defendant further paid Plaintiff and the rest of the employees bonuses, which were not incorporated into the regular rate of pay for the purposes of overtime compensation. This was a violation of Labor Code 510 and 1194 since Plaintiff alleged that Defendant had a common policy underpaying those employees who received bonuses and worked overtime during that period of time. Lastly, Defendant had a single policy regarding uniforms at the workplace. That policy was provided to Plaintiff and did not include a requirement to reimburse any of the employees of Defendant for maintaining the uniform, even though the policy specifically required that all uniforms must be "clean, neat and tasteful." This policy applied to all employees, including Plaintiff.
> (Otkupman Decl., ¶ 28.)

The Agreement defines the "Class" and its members as "all hourly-paid, non-exempt employees who, during the Class Period, have previously been or currently are employed in California by Defendant, as an hourly-paid, non-exempt employee." (Otkupman Decl., Ex. B, § 2.) "Class Period" is defined as "the period of time from December 5, 2019 through [October 21, 2024]." (Otkupman Decl., Ex. B, § 7.)

The Agreement defines "PAGA Group" as "all hourly-paid, non-exempt employees who, during the PAGA Period, have previously been or currently are employed in California by Defendant. "PAGA Group Member" as "an individual who is a member of the PAGA Group. ..." (Otkupman Decl., § 21.) The "PAGA Period" means "the period of time from September 28, 2022 through [October 21, 2024]." (Otkupman Decl., Ex. B, § 23.)

Plaintiff asserts that there are "a total of 150 individuals in the Class and 62 PAGA Members at issue. This was confirmed by Defendant prior to the mediation who provided the pay data which contained accurate information on all individuals that worked for Defendant during the relevant Class Period. It also contained accurate information to ascertain the amount of PAGA Members that were employed by Defendant during the PAGA period." (Otkupman Decl., ¶ 28.)

The Court finds the proposed classes are ascertainable, there is a well-defined community of interest in the questions of law and fact involved, and there are substantial benefits from certification that render proceeding as a class superior to the alternatives.

IV. Reasonableness of the Settlement

The purpose of preliminarily evaluating class action settlements is to determine whether the proposed settlement is within the "range of reasonableness" for possible approval, and whether it is worthwhile to issue notice to the class and schedule a formal hearing. (Cabraser, Cal. Class Actions and Coordinated Proceedings (2d ed. 2020) ¶ 14.02.) A presumption of fairness applies if there has been arm's length bargaining, investigation has been sufficient to allow counsel and the court to act intelligently, class counsel is experienced in similar litigation, and the percentage of class members who object to the settlement is small. (*Ibid.*)

"[P]re-certification settlements are routinely approved if found to be fair and reasonable." (*Wershba v. Apple Computer, Inc., supra,* 91 Cal. App.4th at p. 240.)

Plaintiff's counsel reports that the parties attended a full day mediation on August 22, 2024, and the discussions between counsel for the Parties, informal discovery, and investigation and evaluation of Plaintiff's claims permitted each side to assess the relative merits of the claims and the defenses to those claims. (Otkupman Decl., ¶¶ 17, 18, 19.) At the conclusion of the mediation, the parties agreed to resolve this dispute on a class and representative basis pursuant to the terms of the Agreement. The settlement negotiations were at arm's length. (Otkupman Decl., ¶ 18.)

Prior to mediation Defendant provided Plaintiff's Counsel with (1) statistical data, including records of its employees, which consisted of wage statements, clock-in and clock-out times, times taken for meal breaks, and their wages earned during the relevant pay periods; (2) written policies and procedures on meal breaks, rest breaks, overtime compensation, and expense reimbursement; and (3) the number of workweeks and pay periods in the class, the total number of the Class Members and PAGA Group Members, and average rate of the pay for class members for each year in question. (Otkupman Decl., ¶ 15.)

Plaintiff's attorney has shown that he is experienced with this type of litigation. (Otkupman Decl., ¶¶ 2-8.) Plaintiff's counsel analyzed the documents provided by Defendant and estimated Defendant's maximum potential exposure at approximately $528,680.15. (Otkupman Decl., ¶¶ 15, 38.)

As to PAGA claims, Plaintiff's counsel reports that estimated PAGA penalties are $400,800.00, but that a 90% discount is appropriate due to the risks associated with succeeding on the merits, establishing liability, proving the extent of penalties that are warranted, and the likelihood of a discretionary reduction by the Court. Counsel estimates the relative value of the PAGA claim is approximately $40,080.00. Accrued interest is estimated at $34,586.55. (Otkupman Decl., p. 14, ln. 17-p. 15, ln. 16.)

Plaintiff's counsel concludes that "[c]onsidering the risks going forward, the present settlement represents an excellent compromise of Plaintiff and Class Members' claims." (Otkupman Decl., ¶ 24). According to his estimates of Defendant's maximum class and PAGA liability, the settlement of $350,000.00 is about 66% of Defendant's maximum liability. (Otkupman Decl., ¶ 38.)

Having reviewed the claims at issue, Plaintiff's arguments in the memorandum of points and authorities, and the evidence submitted in support of the motion, the Court finds, for purposes of this preliminary approval, the proposed settlement is within the acceptable range of recovery.

V. Notice

If the court has certified the litigation as a class action, notice must be given to the class members and must contain "an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (Cal. Rules of Court, rule 3.769(f).)

Pursuant to California Rules of Court, rule 3.766(d), if class members are to be given the right to request exclusion from the class, the notice must include the following:

> (1) A brief explanation of the case, including the basic contentions or denials of the parties;
>
> (2) A statement that the court will exclude the member from the class if the member so requests by a specified date;
>
> (3) A procedure for the member to follow in requesting exclusion from the class;
>
> (4) A statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and
>
> (5) A statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel.

Here, the proposed notice provides a background of the litigation and claims, sufficiently defines the class members, and informs them of the settlement and their respective rights. The proposed notice sets forth a breakdown of the settlement amount, including the total gross settlement amount, and the maximum amounts of the proposed deductions (i.e., attorneys' fees; class counsel's costs; settlement administrator's costs; representative plaintiff payment; and PAGA penalties). In addition, the proposed notice sets forth how each class member's payment will be calculated, and further explains how class members can opt out of or object to the settlement. (Otkupman Decl., Exhs. C. D.)

IV. Ruling

The motion is granted. The Court grants preliminary approval of the settlement, appointment of Plaintiff as the class representative, appointment of Otkupman Law Firm as class counsel, appointment of Apex as the settlement administrator, and approves the proposed notice, opt-out and objection procedures, and related deadlines. The Court also conditionally certifies the classes as defined in the parties' Agreement.

Defendant is directed to provide the class data to the proposed administrator within fourteen days of this preliminary approval. The Court shall set a date for the final approval hearing.