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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

ARMANDO RODRIGUEZ, individually, and on  
behalf of other aggrieved employees pursuant to  
the California Private Attorneys General Act;

Plaintiff,

vs.

PALO ALTO HILLS GOLF AND COUNTRY  
CLUB, INC., a California corporation; and DOES  
1 through 100, inclusive,

Defendants.

Case No.: 21CV382771

Honorable Theodore C. Zayner  
Department 19

**[PROPOSED] ORDER AND JUDGMENT  
GRANTING APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT (CAL. LABOR  
CODE § 2698, ET SEQ.) SETTLEMENT  
AGREEMENT AND AWARD OF  
ATTORNEYS' FEES AND COSTS, GENERAL  
RELEASE FEE, AND SETTLEMENT  
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of  
Private Attorneys General Act (Cal. Labor Code §  
2698, *Et Seq.*) Settlement Agreement and Award of  
Attorneys' Fees and Costs, General Release Fee, and  
Settlement Administration Costs; Declaration of  
Plaintiff's Counsel (Edwin Aiwazian); and  
Declaration of Plaintiff (Armando Rodriguez) filed  
concurrently herewith]

Date: October 30, 2024  
Time: 1:30 p.m.  
Department: 19

Complaint Filed June 7, 2021  
Trial Date None Set

1 This matter has come before the Honorable Patricia M. Lucas in Department 19 of the Superior Court  
2 of the State of California, for the County of Santa Clara, on October 30, 2024 at 1:30 p.m., on Plaintiff  
3 Armando Rodriguez’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code  
4 § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and  
5 Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC appeared  
6 for Plaintiff and O’Hagan Meyer appeared for Defendant Palo Alto Hills Golf and Country Club, Inc.  
7 (“Defendant”).

8 Plaintiff and Defendant (together, the “Parties”) executed the Private Attorneys General Act  
9 Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or “Agreement”).

10 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the  
11 Declarations of Plaintiff’s Counsel Edwin Aiwarzian and Plaintiff Armando Rodriguez, and (3) the  
12 Settlement Agreement.

13 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

14 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 15 1. The Motion for Approval of Settlement is granted.
- 16 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
- 17 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private  
18 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to, providing  
19 the California Labor and Workforce Development Agency (“LWDA”) and Defendant with notice of the  
20 specific provisions of the California Labor Code alleged to have been violated, including, and not limited  
21 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §  
22 2699.3(a).
- 23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in  
24 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or  
25 appear in the above-captioned action (“Action”).
- 26 5. The Aggrieved Employees covered under the Settlement consist of the following individuals:  
27 All current and former hourly employees employed by Defendant during the PAGA Period  
28 (“Aggrieved Employees”).

1           6.     The Court finds that the Parties reached the Settlement as a result of arm's-length  
2 negotiations.

3           7.     Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated  
4 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,  
5 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement  
6 Amount shall be the Total Settlement Amount (\$350,000.00) less the approved Attorneys' Fees and Costs  
7 to Lawyers *for* Justice, PC ("Plaintiff's Counsel"), General Release Fee to Plaintiff, and Settlement  
8 Administration Costs to Atticus Administration, LLC (the "PAGA Settlement Administrator"). Seventy-  
9 five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment")  
10 and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved  
11 Employees ("Employees' Portion") in accordance with this Order and Judgment and the Settlement  
12 Agreement.

13           8.     The Court has considered the Settlement, and the monetary allocations provided thereby, and  
14 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement  
15 Administrator to administer the Settlement and to make the payments as provided for by, and consistent  
16 with, this Order and Judgment and the Settlement Agreement.

17           9.     The Court approves the payment of \$140,000.00 to Lawyers *for* Justice, PC for attorneys'  
18 fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance  
19 with this Order and Judgment and the Settlement Agreement.

20           10.    The Court approves the payment of \$9,933.94 to Lawyers *for* Justice, PC for reimbursement  
21 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement  
22 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

23           11.    The Court approves payment in the amount of \$10,000.00 to Plaintiff Armando Rodriguez  
24 for his General Release Fee. This amount shall be paid from the Total Settlement Amount and shall be  
25 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

26           12.    The Court approves payment up to the amount of \$6,000.00 to Atticus Administration, LLC  
27 for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and  
28 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1           13.     The Parties are directed to perform in accordance with the terms set forth in this Order and  
2 Judgment and the Settlement Agreement.

3           14.     The Court further finds that notice of the Settlement need not be provided to the Aggrieved  
4 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT 1**,” and the PAGA  
5 Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that  
6 it distributes their share of the Employees’ Portion (“Individual Settlement Share”).

7           15.     No later than (14) calendar days after the date of this Order and Judgment, Defendant will  
8 provide the PAGA Settlement Administrator with the Aggrieved Employees List, in accordance with this  
9 Order and Judgment and the Settlement Agreement.

10          16.     No later than fourteen (14) calendar days after the date of this Order and Judgment, Defendant  
11 will deposit the Total Settlement Amount into a qualified settlement account established by the PAGA  
12 Settlement Administrator for administration of the Settlement, in accordance with this Order and Judgment  
13 and the Settlement Agreement.

14          17.     No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List and  
15 Total Settlement Amount, the PAGA Settlement Administrator will distribute the Individual Settlement  
16 Share checks to Aggrieved Employees, LWDA Payment to the LWDA, General Release Fee to Plaintiff,  
17 Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement Administration  
18 Costs, as provided for by this Order and Judgment and the Settlement Agreement.

19          18.     The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid  
20 and negotiable for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with such  
21 canceled checks shall be transmitted by the PAGA Settlement Administrator to the California State  
22 Controller’s Office Unclaimed Property Division, in the name of the Aggrieved Employee(s) at issue and in  
23 the amount of his or her respective Individual Settlement Share(s).

24          19.     Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon  
25 the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State  
26 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily  
27 released and forever discharged the Released Parties from the Released Claims.

1           20.     “Released Parties” means Defendant, including Defendant’s parent corporation, affiliates,  
2 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former  
3 employees, attorneys, officers, directors and agents thereof, both individually and in their business  
4 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and  
5 insurers of such plans and programs.

6           21.     “Released Claims” means any and all claims, arising during the PAGA Period, for civil  
7 penalties under California Labor Code section 2698, et seq. (“PAGA”) as well as any interest, fees, and  
8 costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice,  
9 including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide  
10 compliant meal periods and associated premiums, failure to provide compliant rest periods and associated  
11 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,  
12 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll  
13 records, failure to reimburse necessary business-related expenses and costs, in violation of California Labor  
14 Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d),  
15 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802 and Industrial Welfare Commission  
16 Wage Orders, including *inter alia*, Wage Orders 4- 2001, 5-2001, and 10-2001.

17           22.     “PAGA Period” means the period October 4, 2019 to October 31, 2022.

18           23.     No individualized notice of this Order and Judgment is required to be provided to the  
19 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system  
20 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).  
21

22 Date: \_\_\_\_\_

\_\_\_\_\_  
Honorable Theodore C. Zayner  
Judge of the Santa Clara Superior Court

# **EXHIBIT 1**

**Exhibit 1**

<<Mailing Date>>

To: <<First Name>><<Last Name>>  
<<Street Address>>  
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Rodriguez v. Palo Alto Hills Golf and Country Club, Inc.*, Santa Clara Superior Court  
Case No. 21CV382771

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Armando Rodriguez v. Palo Alto Hills Golf and Country Club, Inc.*, Santa Clara Superior Court Case No. 21CV382771 (“Action”).

The lawsuit was filed on June 7, 2021 by Armando Rodriguez (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 2, 2021, Plaintiff submitted a letter via online submission to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-828202-21 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant Palo Alto Hills Golf and Country Club, Inc. (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly employees employed by Defendant during the PAGA Period (“Aggrieved Employees”). The period October 4, 2019 through October 31, 2022 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the Total Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

**Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.