

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Matthew Richard Soto (SBN 353499) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 North Brand Blvd., Suite 900 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021 EMAIL ADDRESS: ATTORNEY FOR (name): Plaintiff Armando Rodriguez SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, 95113 BRANCH NAME: Downtown Superior Court	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: Armando Rodriguez DEFENDANT/RESPONDENT: Palo Alto Hills Golf and Country Club, Inc.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)	CASE NUMBER: 21CV382771 / Dept. 19

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): February 20, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Exhibit A - Order and Judgment After Hearing 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

Date: February 20, 2025

Matthew Richard Soto

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: Armando Rodriguez
 DEFENDANT/RESPONDENT: Palo Alto Hills Golf and Country Club, Inc.

CASE NUMBER:
 21CV382771 / Dept. 19

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE.

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: February 20, 2025

Isabel Yang

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

Edwin Aiwarzian (SBN 232943)
 Joanna Ghosh (SBN 272479)
 Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
 450 North Brand Blvd., Suite 900
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**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
 AFTER HEARING 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**

Date: February 5, 2025
 Time: 1:30 p.m.
 Department: 19

Complaint Filed June 7, 2021
 Trial Date None Set

**~~[PROPOSED]~~ ORDER AND JUDGMENT AFTER HEARING 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**

1 This matter came before the Honorable Theodore C. Zayner in Department 19 of the Superior Court
2 of the State of California, for the County of Santa Clara, on February 5, at 1:30 p.m., on Plaintiff Armando
3 Rodriguez’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
4 *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 On June 3, 2024, Plaintiff filed the Motion for Approval of Settlement and papers in support thereof,
9 seeking approval of the Private Attorneys General Act Settlement Agreement and Release (“Settlement,”
10 “Settlement Agreement,” or “Agreement”), entered into by Plaintiff and Defendant (together, the “Parties”).

11 On October 30, 2024, the Court issued a Minute Order regarding Plaintiff’s Motion for Approval of
12 Settlement (“October 30, 2024 Minute Order”). The October 30, 2024 Minute Order continued the hearing
13 of the Motion for Approval of Settlement to December 11, 2024 and requested additional information in
14 support of the Motion for Approval of Settlement. The information requested in the October 30, 2024
15 Minute Order was submitted to the Court in the Declaration of Joanna Ghosh in Support of Plaintiff’s Motion
16 for Approval of Private Attorneys General Act Settlement Agreement that was filed on November 25, 2024.

17 On December 10, 2024 the Court issued a Tentative Ruling regarding Plaintiff’s Motion for
18 Approval of Settlement, continuing the hearing on the Motion for Approval of Settlement to February, 5
19 2024, and requesting additional information in support of the Motion for Approval of Settlement
20 (“December 10, 2024 Tentative Ruling”). Plaintiff’s Counsel contested the December 10, 2024 Tentative
21 Ruling, and the Parties attended the hearing on December 11, 2024, at which time the matter was argued
22 and the Court issued an order taking the matter under submission.

23 On December 18, 2024, the Court issued an Order on the Motion for Approval of Settlement
24 (“December 18, 2024 Order”) continuing the hearing of the Motion for Approval of Settlement to February
25 5, 2025, and requested additional information in support of the Motion for Approval of Settlement. The
26 information requested in the December 18, 2024 Order was submitted to the Court in the Declaration of
27 Matthew Richard Soto in Support of Plaintiff’s Motion for Approval of Private Attorneys General Act
28 Settlement Agreement that was filed on January 22, 2025.

1 On February 5, 2025, the Court issued a Minute Order granting Plaintiff's Motion for Approval of
2 Settlement ("January 5, 2025 Minute Order"). The January 5, 2025 Minute Order also set a Compliance
3 Hearing for November 5, 2025, at 2:30 p.m. in the above captioned court and ordered Plaintiff to file an
4 Order after Hearing for the Court to sign.

5 The Court, having carefully considered the papers, argument of counsel, and all matters presented to
6 the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Approval of Private General
7 Attorneys General Act Settlement Agreement and Award of Attorneys' Fees and Costs, General Release
8 Fee, and Settlement Administration Costs.

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

10 1. The Motion for Approval of Settlement is granted.
11 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
12 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
13 of 2004, California Labor Code § 2698, *et seq.* ("PAGA") are to the version of the statute prior to the recent
14 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the
15 Settlement pursuant to California Labor Code § 2699(v)(1), as amended, because the above-captioned action
16 was filed prior to June 19, 2024.

17 4. The Court finds that Plaintiff has satisfied the prerequisites under PAGA, including, and not
18 limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant
19 with notice of the specific provisions of the California Labor Code alleged to have been violated, including,
20 and not limited to, the facts and theories to support the alleged violations, in conformity with California
21 Labor Code § 2699.3(a).

22 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
23 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
24 appear in the above-captioned action ("Action").

25 6. The Aggrieved Employees covered under the Settlement consist of the following individuals:

26 All current and former hourly employees employed by Defendant during the PAGA Period
27 ("Aggrieved Employees").
28

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

3 8. 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 9. 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 10. 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 11. The Court approves the payment of \$9,814.69 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 12. 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 13. The Court approves payment up to the amount of \$3,982.00 to Atticus Administration, LLC
27 for the Settlement Administration Costs. Atticus Administration, LLC's actual amount of Settlement
28 Administration Costs up to the amount of \$6,000.00 (with any unearned portion to remain a part of the Net

Settlement Amount) shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

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

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

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

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

20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment and full funding of the Total Settlement Amount, Plaintiff and the State

1 of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily
2 released and forever discharged the Released Parties, to the full extent permitted by law, of and from the
3 Action and from Released Claims.

4 21. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
5 subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former
6 employees, attorneys, officers, directors and agents thereof, both individually and in their business
7 capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and
8 insurers of such plans and programs.

9 22. "Released Claims" means any and all claims, arising during the PAGA Period, for civil
10 penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and
11 costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice,
12 including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide
13 compliant meal periods and associated premiums, failure to provide compliant rest periods and associated
14 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,
15 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
16 records, failure to reimburse necessary business-related expenses and costs, in violation of California Labor
17 Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 510, 512(a), 551, 552, 558, 1174(d),
18 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2800, and 2802 and Industrial Welfare Commission
19 Wage Orders, including *inter alia*, Wage Orders 4- 2001, 5-2001, and 10-2001.

20 23. "PAGA Period" means the period October 4, 2019 to October 31, 2022.

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

24
25 Date: February 20, 2025


26 Honorable Theodore C. Zayner
27 Judge of the Santa Clara Superior Court
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On February 20, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Carla Moore (CMoore@ohaganmeyer.com)

Dennis D. Strazulo (dstrazulo@ohaganmeyer.com)

Tanya Leal (tleal@ohaganmeyer.com)

O'HAGAN MEYER

One Embarcadero Center

San Francisco, California, 94111

Attorneys for Defendant Palo Alto Hills Golf and County Club, Inc.

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 20, 2025, at Glendale, California.



Isabel Yang