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

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

Plaintiff,

vs.

LOS ALTOS GOLF & COUNTRY CLUB, a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21CV386789

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 EXPENSES**

[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 Expenses; Declaration of
Plaintiff's Counsel (Elizabeth Parker-Fawley); and
Declaration of Plaintiff (Cristobal Florian) filed
concurrently herewith]

Date: December 11, 2024
Time: 1:30 PM
Department: 19

Complaint Filed: September 16, 2021

Trial Date: None Set

1 This matter has come before the Honorable Theodore Zayner in Department 19 of the Superior Court
2 of the State of California, for the County of Santa Clara, on December 11, 2024 at 1:30 p.m., on Plaintiff
3 Cristobal Florian’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 Expenses (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC
6 appeared for Plaintiff and Jackson Lewis, PC appeared for Defendant Los Altos Golf & Country Club
7 (“Defendant”).

8 On or around July 28, 2023, Plaintiff and Defendant (together, the “Parties”) executed the Private
9 Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,” or
10 “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Elizabeth Parker-Fawley and Plaintiff Cristobal Florian, and (3) the
13 Settlement Agreement.

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

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

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

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1 5. The PAGA Members covered under the Settlement consist of the following individuals:

2 All hourly, non-exempt employees who are currently or have been employed by Defendant in
3 the State of California at any time during the PAGA Period (“PAGA Member”).

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
7 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
8 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
9 Amount shall be the Maximum Settlement Amount (\$502,000.00) less the approved Attorneys’ Fees and
10 Costs to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), General Release Fee to Plaintiff, and Settlement
11 Administration Expenses to Simpluris, Inc. (the “PAGA Settlement Administrator”). Seventy-five percent
12 (75%) of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-
13 five percent (25%) of the Net Settlement Amount shall be distributed to the PAGA Members (“Employees’
14 Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

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

19 9. The Court approves the payment of \$175,700.00 to Lawyers *for* Justice, PC for attorneys’
20 fees. This amount shall be paid from the Maximum Settlement Amount and shall be disbursed in accordance
21 with this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$14,012.41 to Lawyers *for* Justice, PC for reimbursement
23 of litigation costs and expenses incurred in the Action. This amount shall be paid from the Maximum
24 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
25 Agreement.

26 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff for his General Release
27 Fee. This amount shall be paid from the Maximum Settlement Amount and shall be disbursed in accordance
28 with this Order and Judgment and the Settlement Agreement.

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1 12. The Court approves payment up to the amount of \$6,000.00 to Simpluris, Inc. for the
2 Settlement Administration Expenses. This amount shall be paid from the Maximum Settlement Amount and
3 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

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

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

11 15. No later than fourteen (14) calendar days after the Effective Date, Defendant will provide the
12 PAGA Settlement Administrator with the PAGA Members List, in accordance with this Order and Judgment
13 and the Settlement Agreement.

14 16. No later than fourteen (14) calendar days of the Effective Date, Defendant shall deposit the
15 Maximum Settlement Amount into a qualified settlement account established by the PAGA Settlement
16 Administrator for administration of the Settlement, in accordance with this Order and Judgment and the
17 Settlement Agreement.

18 17. No later than fourteen (14) calendar days after receipt of the PAGA Members List and
19 Maximum Settlement Amount, the PAGA Settlement Administrator shall distribute the Individual
20 Settlement Share checks to PAGA Members, LWDA Payment to the LWDA, General Release Fee to
21 Plaintiff, Attorneys’ Fees and Costs to Plaintiff’s Counsel, and payment to itself for the Settlement
22 Administration Expenses, as provided for by this Order and Judgment and the Settlement Agreement.

23 18. The Individual Settlement Share checks issued to PAGA Members shall remain valid and
24 negotiable for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated
25 with such canceled checks shall be transmitted by the PAGA Settlement Administrator to the State
26 Controller’s Office Unclaimed Property Division, in the name of each PAGA Member whose check is
27 canceled.

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1 19. PAGA Members shall not have the right to opt out of or object to the Settlement. Upon the
2 Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and the State of California
3 with respect to PAGA Members, will be deemed to have knowingly and voluntarily released and forever
4 discharged the Released Parties, to the fullest extent of the law, of and from the Action and from the Released
5 Claims.

6 20. “Released Parties” means Defendant, including Defendant’s present and former parent
7 companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, members, officers,
8 directors, employees, agents, attorneys, insurers, successors and assigns, counsel in the Action, and any other
9 individual or entity that could be liable for any of the Released Claims.

10 21. “Released Claims” means any and all claims, arising during the PAGA Period, for civil
11 penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and
12 costs available under PAGA, based on the claims and factual allegations in the Operative Complaint and
13 PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages
14 (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide
15 compliant meal periods and associated premiums, failure to provide compliant rest periods and associated
16 premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination,
17 failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll
18 records, and failure to reimburse necessary business-related expenses and costs, in violation of California
19 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
20 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage
21 Orders 2-2001, 4-2001, 5-2001, and 10-2001.

22 22. “PAGA Period” means the period from July 13, 2020 through October 31, 2022, subject to
23 Section 3(b) of the Settlement Agreement.

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1 23. No individualized notice of this Order and Judgment is required to be provided to the PAGA
2 Group Members. This Order and Judgment shall be submitted to the LWDA through the online system
3 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).
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5 Date: _____

6 Honorable Theodore C. Zayner
7 Judge of the Santa Clara County Superior Court
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EXHIBIT 1

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Cristobal Florian v. Los Altos Golf & Country Club*, Santa Clara Superior Court Case No. 21CV386789

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 *Cristobal Florian v. Los Altos Golf & Country Club*, Santa Clara Superior Court Case No. 21CV386789 (“Action”).

The lawsuit was filed on September 16, 2021 by Cristobal Florian (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged PAGA Members, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for 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 July 13, 2021, Plaintiff submitted a letter 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 Los Altos Golf & Country Club’s (“the Club”) alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-837843-21 (the “PAGA Notice”).

The Club adamantly 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 the Club. While the Court has not made any determination on the merits of Plaintiff’s claims, Plaintiff and the Club have reached a settlement to avoid the cost, burden, and uncertainty of litigation.

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 hourly, non-exempt employees who are currently or have been employed by the Club in the State of California at any time during the PAGA Period (“PAGA Member(s)”). The period of July 13, 2020, through [October 31, 2022, or sooner date pursuant to Section 3(b) of the Settlement Agreement] is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Member. Your Individual Settlement Share is based on the Maximum number of pay periods that you worked for the Club 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 <<Effective Date and full funding of the Maximum Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means the Club, including the Club’s present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, members, officers, directors, employees, agents, attorneys, insurers, successors and assigns, counsel in the Action, and any other individual or entity that could be liable for any of the Released Claims.

“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 wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), 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, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, 5-2001, and 10-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled 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].