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on behalf of herself and all others similarly situated
and aggrieved

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GUADALUPE LOPEZ, DA'SHON
SIMMONS and JESUS CRUZ, individually,
and on behalf of other members of the general
public similarly situated and aggrieved,

Plaintiffs,

v.

ROLLING HILLS COUNTRY CLUB, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 20STCV22636

[Assigned for all purposes to the Hon. Carolyn
B. Kuhl in Dept. 12]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

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17 on behalf of himself and all others similarly situated
18 and aggrieved
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1 This Court, having considered the Motion of plaintiffs Guadalupe Lopez, Da'shon Simmons,
2 and Jesus Cruz ("Plaintiffs") for Preliminary Approval of Class Action Settlement and Provisional
3 Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the
4 Declarations of Vedang J. Patel, David D. Bibiyan, Ryan Slinger, James M. Treglio, and Sean
5 Hartranft, the Class and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement
6 Agreement"), the proposed Notice of Proposed Settlement ("Class Notice"), and other documents
7 submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**
8 **DECREEES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class ("Class" or "Class Members") for
12 the purpose of settlement only: all current or former employees of Defendant Rolling Hills Country
13 Club ("Defendant") as hourly, non-exempt employees in the State of California at any time during
14 the period from June 11, 2026, through February 2, 2026 ("Class Period").

15 3. The Court certifies an additional class comprised of Class Members who are part of
16 the certified regular rate claim based on holiday payments pursuant to the Court's February 14, 2025
17 and March 7, 2025 certification orders ("Regular Rate Class" or "Regular Rate Class Members").

18 4. The Court preliminarily appoints the named plaintiffs Guadalupe Lopez, Da'shon
19 Simmons, and Jesus Cruz as Class Representatives, and the law firms of Bibiyan Law Group, P.C.;
20 Lawyers for Justice, PC; and Potter Handy LLP as Class Counsel.

21 5. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
26 probable outcome of further litigation relating to liability and damages issues. It further appears that
27 extensive and costly investigation and research have been conducted such that counsel for the parties
28 at this time are reasonably able to evaluate their respective positions. It further appears to the Court

1 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
2 delay and risks that would be presented by the further prosecution of the Action. It further appears
3 that the settlement has been reached as the result of intensive, non-collusive and arms-length
4 negotiations utilizing an experienced third-party neutral.

5 6. The Court approves, as to form and content, the Class Notice that has been submitted
6 herewith.

7 7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
8 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
9 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
10 with the requirements of law and appears to be the best notice practicable under the circumstances.

11 8. The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount (“GSA”) of \$575,000.00, which is inclusive of: attorneys’ fees of not more than
13 thirty-five percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the
14 Agreement, amounts to \$191,666.66, in addition to actual costs incurred of up to \$165,000.00; Class
15 Representative Service Payments of up to \$15,000.00 to each Plaintiff, totaling \$45,000.00; and the
16 Settlement Administration Expenses of no more than \$12,270.00; Regular Rate Settlement Amount
17 in the amount of \$7,500.00; and Private Attorneys General Act of 2004 (“PAGA”) penalties in the
18 amount of \$57,500.00, of which \$43,125.00 (75%) will be paid to the Labor and Workforce
19 Development Agency (“LWDA”) and \$14,375.00 (25%) to “Aggrieved Employees” or “PAGA
20 Members,” defined as all persons who worked for Defendant as non-exempt, hourly employees in
21 California at any time during the period from June 8, 2019, through the Class Period (“PAGA
22 Period”).

23 9. The Gross Settlement Amount expressly excludes Employer’s Taxes, which will be
24 paid separately and apart from the Gross Settlement Amount by Defendant on the wages portion of
25 the Gross Settlement Amount.

26 10. Class Member’s “Workweek” shall mean the number of workweeks that each Class
27 Members worked for Defendant during the Class Period. Any Class Member who worked less than
28 one (1) full workweek will be credited with one (1) workweek.

1 11. Based on a review of its records, Defendant estimates that Class Members
2 collectively worked a total of approximately 82,000 Workweeks worked during the Class Period
3 and estimates that PAGA Members collectively worked a total of approximately 34,000 Pay Periods
4 during the PAGA Period. The Parties agree that the Gross Settlement Amount shall not be
5 automatically increased if the final number of Workweeks and/or Pay Periods is higher. Defendant
6 represents there are no more than approximately 82,000 Workweeks worked during the Class
7 Period. In the event the number of Workweeks worked by Class Members during the Class Period
8 increases by more than ten percent (10%), 8,200 Workweeks, as confirmed by the Settlement
9 Administrator, then the Parties agree to meet and confer in good faith to attempt to resolve the issue.
10 If the issue is not resolved within twenty-one (21) calendar days, Plaintiffs have the option to rescind
11 the Agreement within fourteen (14) calendar days of expiration of the meet and confer period. Under
12 no other circumstances shall Defendant be required to pay more than the GSA except as provided
13 for in this section.

14 12. The Court deems Apex Class Action, LLC (“Apex” or “Settlement Administrator”),
15 the settlement administrator, and preliminarily approves payment of administrative costs, not to
16 exceed \$12,170.00 out of the Gross Settlement Amount for services to be rendered by Apex on
17 behalf of the class.

18 13. Within fifteen (15) calendar days after the Court grants Preliminary Approval,
19 Defendant will provide the Settlement Administrator with the Class List. Class List means a
20 complete list of all Settlement Class Members that Defendant will diligently and in good faith
21 compile from Defendant's records and provide to the Settlement Administrator within the allotted
22 time period. The Class List will include each Class Member's: (1) full name; (2) last known home
23 address; (3) social security number; (4) start and end dates of work performed in California as a
24 non-exempt employee of Defendant; (5) total Workweeks for work performed in California during
25 the Class Period; (6) total Pay Periods for work performed in California during the PAGA Period;
26 (7) total number of holiday payments received as non-exempt employees during the Class Period
27 for the Regular Rate Class Members; and (8) any other information required by the Settlement
28 Administrator in order to effectuate the terms of the Settlement.

1 14. The Settlement Administrator will keep this information confidential, use it only for
2 the purposes described herein, and not disclose the information to any other party unless written
3 permission is provided by Defendants allowing such disclosure.

4 15. Prior to mailing the Class Notices, the Settlement Administrator shall process the
5 class list through the United States Postal Service's National Change of Address database to
6 determine the most current address of all Class Members.

7 16. Within fourteen (14) calendar days after transfer of the above-mentioned Class List
8 to the Settlement Administrator, the Settlement Administrator will send the Class Notice to Class
9 Members, by first-class mail, at their last known address.

10 17. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
11 must send the Administrator, by mail, a signed written Request for Exclusion no later than forty-
12 five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen
13 (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
14 is a letter from a Class Member or his/her representative that reasonably communicates the Class
15 Member's election to be excluded from the Settlement and includes the Class Member's name,
16 address, and email address or telephone number. To be valid, a Request for Exclusion must be timely
17 postmarked by the Response Deadline.

18 18. Every Class Member who does not submit a timely and valid Request for Exclusion
19 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
20 bound by all terms and conditions of the Settlement, including the Participating Class Members'
21 Releases under the Agreement, regardless of whether the Participating Class Member actually
22 receives the Class Notice or objects to the Settlement.

23 19. If a Class Member submits an objection or a dispute, and a request to exclude/opt
24 out, the exclusion/opt-out request will be voided and of no force or effect and the objection and/or
25 dispute will be treated as submitted as though without a request to exclude/opt out, unless otherwise
26 ordered by the Court.

27 20. Defendant shall fully fund the Gross Settlement Amount and also fund all amounts
28 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the

1 Administrator within twenty-one (21) calendar days of the Effective Date. "Effective Date" means
2 the date by which both the following have occurred: (a) the Court enters a judgment based on its
3 order granting final approval of the Settlement; and (b) the judgment is final. The Judgment is final
4 as of the latest of the following occurrences: (a) if no Participating Class Member objects to the
5 Settlement, the day the Court enters judgment; (b) if one or more Participating Class Members
6 objects to the Settlement, the day after the deadline for filing a notice of appeal from the judgment;
7 or if a timely appeal from the judgment is filed, the day after the appellate court affirms the Judgment
8 and issues a remittitur.

9 21. For any Class Member whose Individual Class Payment check or Individual PAGA
10 Payment check is uncashed and cancelled after 180 calendar days after the date of their issuance,
11 the Administrator shall transmit the funds represented to the California Controller's Unclaimed
12 Property Fund in the name of the Class Member or PAGA Member thereby leaving no "unpaid
13 residue" subject to the requirements of California Code of Civil Procedure Section 384.

14 22. All papers filed in support of final approval, including supporting documents for
15 attorneys' fees and costs, shall be filed by _____.

16 23. A Final Approval Hearing shall be held with the Court on _____
17 at _____ in Department 12 of the above-entitled Court to determine: (1) whether the proposed
18 settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
19 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amounts of service
20 awards to the Class Representatives; and (4) the amount to be paid to the Settlement Administrator.

21
22 **IT IS SO ORDERED.**

23
24 Dated: _____

Judge of the Superior Court