

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 11/14/2025
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY

VENICE MOSES, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

CVAC, INC. dba CARMEL VALLEY
ATHLETIC CLUB and CVAC and REFUGEE,
an Illinois corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23CV001337

*Assigned for all purposes to:
Hon. Thomas W. Wills, Dept. 15*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING:

Date: November 14, 2025

Time: 8:30 a.m.

Dept.: 15

Action Filed: April 28, 2023

1 This matter came on for hearing on November 14, 2025, at 8:30 a.m., in Department 15
2 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA
3 Settlement pursuant to California Rules of Court, Rule 3.769. On December 13, 2024, this Court
4 issued a Revised Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
5 and PAGA Settlement. Plaintiff Venice Moses ("Plaintiff") now seeks an order granting final
6 approval of the Amended Class Action and PAGA Settlement Agreement ("Settlement"), a copy
7 of which is attached to the Supplemental Declaration of Samantha A. Smith in Support of
8 Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action Settlement granted on December 13, 2024, and the instant Motion for Final
12 Approval of Class Action and PAGA Settlement, the Court grants final approval of the
13 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
15 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
16 These papers informed Class Members of the terms of the Settlement, their right to receive an
17 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
18 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
19 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
20 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.

21 2. The Court finds and determines that this notice procedure afforded adequate protections
22 to Class Members and provides the basis for the Court to make an informed decision regarding
23 approval of the Settlement based on the responses of the Class. The Court finds and determines
24 that the notice provided in this case was the best notice practicable, which satisfied the
25 requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this Court
27 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
28 joinder of all members is impracticable; (b) there are questions of law or fact common the class

1 and a well-defined community of interest among members of the Class with respect to the subject
2 matter of the action; (c) the claims of Class Representative Venice Moses are typical of the claims
3 of the Class Members; (d) the Class Representative has fairly and adequately protected the interests
4 of the Class; (e) a class action is superior to other available methods for an efficient adjudication
5 of this controversy; and (f) counsel of record for the Class Representative are qualified to serve as
6 Class Counsel.

7 4. The Court has certified a Class for settlement purposes only, defined all persons
8 currently or formerly employed by Defendant CVAC, Inc. dba Carmel Valley Athletic Club,
9 CVAC and Refuge as hourly-paid, non-exempt employees in the State of California during the
10 Class Period (from April 28, 2019 through September 26, 2024). The Court deems this definition
11 sufficient for purposes of California Rules of Court, Rule 3.765(a).

12 5. The Court hereby confirms John G. Yslas, Emily Borman, Diego Aviles, Harry
13 Erganyan, Lisa B. Iturriaga, and Mariam Nazaretyan of Wilshire Law Firm, PLC as Class Counsel.

14 6. The Court hereby confirms Plaintiff Venice Moses as the Class Representative.

15 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
16 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
17 found that the Settlement was reached as a result of informed and non-collusive arm's length
18 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
19 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
20 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
21 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
22 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
23 the Settlement and recognizes the significant value accorded to the Class.

24 8. The Court hereby approves that Defendant CVAC, Inc. dba Carmel Valley Athletic
25 Club, CVAC and Refuge ("Defendant") shall pay a total of \$600,000.00 to resolve this litigation.

26 9. The Court finds and determines that the Individual Settlement Payments to be paid
27 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
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hereby gives final approval to and orders the payment of those amounts to be made to the Settlement Class Members in accordance with the Settlement.

10. From the Settlement Amount, the Court finds and determines that payment of \$30,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and Workforce Development Agency will receive 75% (\$22,500.00), and the remaining 25% (\$7,500.00) will be distributed to Aggrieved Employees (defined as all hourly-paid, non-exempt employees who are currently or formerly employed by Defendant CVAC, Inc. dba Carmel Valley Athletic Club, CVAC and Refuge in the State of California during the PAGA Period (April 14, 2022 through December 13, 2024)). The Court hereby grants final approval to and orders the payment of the amount in accordance with the Settlement.

11. From the Settlement Amount, the Court finds and determines the Class Representative Service Payment of ~~\$7,500.00~~ ^{\$5,000.} to the named Plaintiff is fair and reasonable. The Court hereby grants final approval to and orders the payment of that amount to be paid to the named Plaintiff for her service as a class representative and for her agreement to release claims.

12. From the Settlement Amount, the Court finds and determines that the fees and expenses in administering the Settlement incurred by Phoenix Settlement Administrator ("Phoenix") in the amount of \$10,000.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment of that amount in accordance with the Settlement.

13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$200,000.00 and litigation costs in the amount of \$14,393.01. The Court hereby grants final approval to and orders the payment of those amounts in accordance with the Settlement.

14. Without affecting the finality of this Order or the entry of judgment in any way, this Court retains continuing jurisdiction of all matters relating to the implementation, interpretation, administration, effectuation and enforcement of this order and the Settlement.

15. Defendant shall not have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

1 16. Neither the making of this Settlement nor the entry into the Settlement constitutes an
2 admission by Defendant, nor is this order a finding of the validity of any claims in this case or of
3 any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
4 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
5 to carry out the terms of the Settlement be construed as an admission or concession by or against
6 Defendant.

7 17. Upon completion of administration of the Settlement, the Settlement Administrator will
8 provide written certification of such completion to the Court, which shall be filed with the Court
9 seven (7) days before the non-appearance compliance hearing set for November ^{17 9:00} ~~14~~, 2026 at ~~8:30~~
10 a.m.

11 18. The Court hereby enters final judgment in accordance with the terms of the Settlement,
12 the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and
13 this Order.

14 19. The Parties will bear their own costs and attorneys' fees except as otherwise provided
15 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

16 **IT IS SO ORDERED.**

17 Dated: November 14, 2025
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19 Honorable Thomas W. Wills
20 Judge of the Superior Court
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