

1 Kane Moon (SBN 249834)
2 H. Scott Leviant (SBN 200834)
3 Sandy Pham (SBN 352753)
4 **MOON LAW GROUP, PC**
5 725 S. Figueroa St., 31st Floor
6 Los Angeles, California 90017
7 Telephone: (213) 232-3128
8 Facsimile: (213) 232-3125
9 E-mail: kmoon@moonlawgroup.com
10 E-mail: hsleviant@moonlawgroup.com
11 E-mail: spham@moonlawgroup.com

12 Attorneys for Plaintiff, FARRAH LA NESHA ALLISON

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MERCED

FARRAH LA NESHA ALLISON, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

MERCED GOLF & COUNTRY CLUB, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23CV-02897

[Assigned for All Purposes to Hon. Jamieson,
Dept. 8]

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 29, 2025
Time: 8:15 a.m.
Courtroom: 8
Judge: Hon. Stephanie Jamieson

Action Filed: August 14, 2023
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiff FARRAH LA NESHA ALLISON filed a Motion for Preliminary Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement"). (See Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.) The matter came on for hearing.

After reviewing the Agreement, the Notice, and the entire record of this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Settlement, the proposed monetary terms are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$240,000.00 (employer-side taxes separate)
Settlement Administration (not to exceed)	\$10,000.00
Requested Attorney's Fees (one-third of GSA)	\$80,000.00
Requested Costs (not to exceed)	\$10,000.00
PAGA Penalty Allocation	\$24,000.00
Requested Enhancement	\$5,000.00
Estimated Net Settlement Amount	\$111,000.00

The Court is not approving any proposed deductions or awards out of the GSA at this time.

4. The Parties' Settlement is granted preliminary approval as it meets the criteria for preliminary settlement approval. In granting preliminary approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006). The Court preliminarily finds that the terms of the proposed class action Settlement are fair, reasonable, and adequate, pursuant to Code of Civil Procedure § 382. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.

5. The Class meets the requirements for conditional certification for settlement purposes only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed settlement Class of the terms of the proposed settlement.

6. The Parties' proposed notice plan is constitutionally sound because individual notices will be mailed to all Class Members whose identities are known to the Parties, and such notice is the best notice practicable. The Parties' proposed Class Notice, attached to the Settlement as Exhibit A, is sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement, their rights to object to the Settlement, their right to receive a payment under the settlement or elect not to participate in the settlement, and the processes for doing so, and the date and location of the final approval hearing and are therefore approved.

7. The following persons are certified as Class Members solely for the purpose of entering a settlement in this matter:

All persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the Class Period (the "Class Period" is the period from August 14, 2019, to January 14, 2025). "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

(Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34). It is estimated that the Settlement Class includes about 169 individuals.

8. Plaintiff FARRAH LA NESHA ALLISON is appointed as the Class Representatives.

9. The Court finds counsel for Plaintiff are adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Class Members, and that they

adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Sandy Pham, of Moon Law Group, PC, are appointed Class Counsel.

10. The Court appoints Phoenix Class Action Administration Solutions to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

11. Defendant is directed to provide the Settlement Administrator the names and most recent known mailing addresses of Class Members and any other information required in accordance with the Agreement, adhering to the following dates and deadlines:

EVENT	DATE OR DEADLINE
Class data delivered to Administrator	No later than 15 calendar days after preliminary approval
Notice mailed to Class Members	No later than 14 calendar days after receiving the Class data
Response Deadline	60 calendar days after notice issues
Extended Response deadline for re-mails	60 calendar days after notice issues plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed
Deadline to file Motion for Final Approval	16 Court days before Final Approval
Final Approval Hearing	_____, 2025, at _____ a.m., in Dept. 8.

12. The Settlement Administrator is directed to mail the approved Class Notice by first-class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the correct time and place for the Final Approval Hearing.

13. Class Members will be bound by the Agreement unless they submit a timely and valid written request to be excluded from the Settlement, postmarked by the response deadline. Any request for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class members are not required to send copies of their exclusion request to counsel. The Settlement Administrator shall file, or provide to Counsel for filing, a declaration stating the number of Requests

1 for Exclusions and identifying all individuals who timely requested exclusion from the proposed Class,
2 among other information to be provided, as set forth in the Agreement.

3 14. Written objections by Class Members must be timely sent to the Administrator in
4 accordance with the Agreement. Written objections must be attached to the Administrator's declaration
5 and authenticated by the Administrator.

6 15. Upon completion of the Notice process, the Settlement Administrator shall provide a
7 report of the results of that process to Counsel for all Parties.

8 16. A final approval hearing will be held on June 27, 2025, at
9 8:15 a.m., in Department 8, to determine whether the settlement should be granted final
10 approval as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all
11 evidence and arguments necessary to evaluate the Settlement. Class Members and their counsel may
12 support or oppose the Settlement, if they so desire, in accordance with the procedures set forth in the
13 Class Notice and this Order.

14 17. As set forth in the Notice, any Class Member may appear at the final approval hearing
15 in person (which "in person" appearance may be through remote appearance technology) or by his or
16 her own attorney and show cause why the Court should not approve the settlement.

17 18. The Court reserves the right to continue the date of the final approval hearing without
18 further notice to Class Members.

19 19. Class Counsel shall give notice to any objecting party of any continuance of the hearing
20 of the motion for final approval.

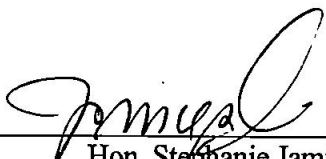
21 20. In the event that the Settlement does not become effective in accordance with the terms
22 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
23 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
24 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
25 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
26 of the Action.

27 ///

1 21. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the settlement.

3
4 **IT IS SO ORDERED.**

5
6 Dated: 4/29/2025

7 
8 Hon. Stephanie Jamieson
9 MERCED COUNTY SUPERIOR COURT JUDGE
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28