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15 **SUPERIOR COURT OF CALIFORNIA**

16 **COUNTY OF RIVERSIDE**

17 MARTHA JIMENEZ, an individual,

18 Plaintiff,

19 v.

20 AVONDALE GOLF CLUB, a California
21 nonprofit corporation; and DOES 1 through
22 25, inclusive,

23 Defendants.

Case No.: CVRI2305782

CLASS ACTION

Assigned for all purposes to:
Hon. Harold W. Hopp, Dept. 1

**PROPOSED FINAL JUDGMENT AND
ORDER**

Date: August 15, 2025
Time: 8:30 a.m.
Dept: 1

PAGA Case No.

LWDA-CM-982261-23: September 18, 2023
Action Filed: October 27, 2023
FAC Filed: December 20, 2023
Preliminary Approval: April 30, 2025

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 27 2025

E. Escobedo

SM2

AUG 28 2025

1 ~~PROPOSED~~

2 **FINAL JUDGMENT AND ORDER**

3 A. The Parties to this Action reached a tentative Settlement and, subsequently,
4 submitted a Settlement Agreement and supporting papers. On April 30, 2025, the Court
5 preliminarily approved the proposed Settlement. The Court directed the Parties to provide notice
6 of the proposed Settlement to the potential Class Members and scheduled a further hearing to
7 determine whether the proposed Settlement, request for Plaintiff's Attorneys' Fees and Plaintiff's
8 Expenses, and Plaintiff's Enhancement Awards are fair, reasonable, and adequate.

9 B. On August 15, 2025, the Court held the Final Settlement Hearing to determine: (i)
10 whether the Action should be finally certified as a class action solely and exclusively for settlement
11 purposes; (ii) whether the proposed Settlement should be given final approval as fair, reasonable
12 and adequate and in the best interests of each of the Parties and the Settlement Class Members; (iii)
13 whether a final judgment should be entered as required by the Settlement; (iv) whether the
14 Settlement Class Members should be bound by the Class Release set forth in the Settlement; (v)
15 whether Class Representative Service awards should be made to Plaintiffs as set forth in paragraph
16 3.2.1 of the Settlement; (vi) the amount of Plaintiff's Attorneys' award of Plaintiff's Attorneys'
17 Fees not to exceed \$166,666.66, with the reasonable expenses not to exceed \$15,000; and (vii) any
18 other matter that may be relevant to the Settlement. Zachariah E. Moura of LOYR, APC appeared
19 for Plaintiff Martha Jimenez and the Class. Nelly Pineda of Fisher & Phillips LLP, appeared for
20 Defendant Avondale Golf Club. ("Defendant").

21 C. No Class Members requested exclusion from the Settlement Class, and no
22 objections were filed with respect to the proposed Settlement.

23 D. After reviewing the pleadings and evidence filed in support of the request for final
24 approval of the Settlement and the requests for awards of Plaintiff's Attorneys' Fees, Plaintiff's
25 Expenses and the Class Representative Enhancements, and hearing the attorneys for the Parties, the
26 Court finds, and

27 ///

28 ///

1 **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

2 1. The Court has personal jurisdiction over all Settlement Class Members and
3 Defendants, and the Court has subject matter jurisdiction to approve the Settlement (including all
4 Exhibits thereto).

5 2. The Settlement terms, as reflected in the Settlement Agreement, including the
6 definitions applicable to the Settlement, are incorporated by reference into this Final Judgment. A
7 copy of the Settlement Agreement is attached as Exhibit 1 to the Declaration of Young Ryu, filed
8 with this Court on July 24, 2025.

9 3. The Court finds that the Settlement was reached after arm's-length negotiations
10 between the Parties, including full-day mediation session before an impartial, respected and
11 experienced mediator; the proposed Settlement was concluded only after counsel for the Parties
12 had conducted adequate discovery and investigation; and the Settlement of the Action, as
13 embodied in the terms of the Settlement, is finally approved as fair, reasonable, adequate and
14 consistent and in compliance with all applicable requirements of the California Code of Civil
15 Procedure, the California and United States Constitutions (including the due process clauses), the
16 California Rules of Court and any other applicable law, and in the best interests of the Parties and
17 the Class Members.

18 4. Solely for the purpose of Settlement, the Court finally certifies the following Class:

19 The Class:

20 All current and former non-exempt employees of Defendant who worked in the State of
21 California at any time during the Class Period. The Class Period is the period beginning October
22 27, 2019, through January 1, 2025.

23 5. The above Class is certified for settlement purposes only, and the certification
24 should not be construed as an admission by Defendants with respect to any of the allegations made
25 against them in this Action by or on behalf of the members of the Settlement Class.

26 6. The Court appoints Plaintiff Martha Jimenez as Class Representative.
27
28

1 7. The Court appoints Young W. Ryu and Zachariah E. Moura of LOYR, APC as
2 counsel for the Class.

3 8. The Court appoints Apex Class Action Administration as Claims Administrator.

4 9. The Court finds that:

5 a. the above-described Class contains members so numerous that the joinder of
6 all of them is impracticable;

7 b. there are questions of law or fact common to the above-described Class;

8 c. the claims of the Class Representative are typical of the claims of the Class
9 that Plaintiffs seeks to represent; and

10 d. the Class Representative and Plaintiff's Attorneys have fairly and adequately
11 protected the interests of the above-described Class.

12 10. The Parties and their counsel are ordered to implement and to consummate the
13 Settlement according to its terms and provisions.

14 11. The Notice and the notice methodology implemented pursuant to the Settlement (i)
15 constituted the best practicable notice; (ii) constituted notice that was reasonably calculated, under
16 the circumstances, to apprise Class Members of the pendency of the Action, their right to object to
17 or exclude themselves from the proposed Settlement and their right to appear at the Final
18 Settlement Hearing; (iii) were reasonable and constituted due, adequate and sufficient notice to all
19 persons entitled to receive notice; and (iv) met all applicable requirements of the California Code
20 of Civil Procedure, the California and United States Constitutions (including the Due Process
21 Clause), the California Rules of Court and any other applicable law.

22 12. The checks for the Individual Class Payments and Individual PAGA Payments will
23 be negotiable for at least 90 but not more than 180 days. The envelope containing each check will
24 have the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED". The
25 Administrator will send a reminder postcard to any recipient who has not cashed their check within
26 60 days.

27 13. The terms of the Settlement and this Final Judgment are binding on Plaintiffs and all
28 other Settlement Class Members, as well as their heirs, executors and administrators, successors

1 and assigns, and those terms shall have *res judicata*, collateral estoppel and all other preclusive
2 effect in all pending and future claims, lawsuits or other proceedings, including all forms of
3 alternative dispute resolution, maintained by or on behalf of any such persons, to the extent those
4 claims, lawsuits or other proceedings involve matters that have been raised in this Action as
5 provided by the Settlement.

6 14. Pursuant to paragraphs 6.1 and 6.2 of the Settlement, Plaintiffs and all Settlement
7 Class Members are deemed to have conclusively released Defendant Avondale Golf Club and its
8 past or present officers, directors, employees, and agents (the "Released Parties") from all claims,
9 demands, rights, liabilities, penalties, fees, and causes of action of any nature or description that
10 were alleged/asserted in the Action (whether in tort, contract, statute or otherwise) during the Class
11 Period ("Released Class Claims"). The Released Class Claims include any and all claims, wage
12 and hour claims, rights, demands, liabilities and causes of action of any nature or description
13 alleged/asserted in the Action or arising from the facts and claims alleged/asserted in the Action.
14 The Released Class Claims include all claims for missed meal and rest breaks in violation of Cal.
15 Labor Code sections 226.7, 512, and 12 California Code of Regulations section 11050; failure to
16 pay overtime compensation in violation of California Labor Code section 1194, et seq.; failure to
17 provide proper wage statements in violation of California Labor Code section 226; failure to timely
18 pay unpaid wages due at time of separation of employment in violation of California Labor Code
19 sections 201-203; failure to reimburse business expenses in violation of California Labor Code
20 section 2802; and violation of California Business & Professions Code sections 17200-17210, et
21 seq., as well as claims for unpaid wages, including, but not limited to, failure to pay minimum
22 wages, straight time compensation, overtime compensation, double-time compensation, and
23 interest; failure to properly calculate the regular rate of pay and associated claims; failure to timely
24 pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period
25 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods
26 and/or recovery periods; the calculation of meal period, rest period, and/or recovery period
27 premiums; payment for all hours worked, including off-the-clock work; failure to provide accurate
28 itemized wage statements; deductions; failure to keep accurate records; unlawful deductions and/or

1 withholdings from wages; unfair business practices; penalties, including, but not limited to,
2 recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties,
3 and waiting-time penalties; and attorneys' fees and costs related to the Released Class Claims. The
4 Released Class Claims also include all claims arising under: California Labor Code sections 201-
5 204, 204b, 204.1 204.2, 205, 205.5, 210, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246,
6 248.5, 432, 500, 510, 512, 515, 516, 558, 1171, 1173, 1173.1, 1174, 1182.11, 1182.12, 1194, et
7 seq., 1194.2, 1194.5, 1197, 1197.1, et seq., 1197.5, 1198, 1198.5, 2751, 2802, and the applicable
8 Industrial Welfare Commission Wage Order(s) including section 3, 4, 7, 9, 11, 12, 20 of Wage
9 Order No. 10-2001; and 12 California Code of Regulations section 11050. The Release shall also
10 include all claims for failure to provide accurate itemized wage statements, failure to keep accurate
11 records, for civil and statutory penalties, including wage statement penalties, and record keeping
12 penalties. All Class Members shall be bound by this release unless they formally request exclusion
13 from this Settlement by submitting a valid and timely Request for Exclusion or comparable
14 documentation. However, Class Members that do not negotiate their Individual Settlement
15 Payment checks do not release any claims under the federal Fair Labor Standards Act ("FLSA"),
16 29 U.S.C. §§ 216 et seq. Except as set forth in Section 6.3 of the Agreement, Settlement Class
17 Members do not release any other claims, including claims for vested benefits, wrongful
18 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
19 disability, social security, workers' compensation, or claims based on facts occurring outside the
20 Class Period. This release excludes the release of claims not permitted by law, including but not
21 limited to claims brought for workers' compensation benefits. The Class Representative
22 additionally will be deemed to have waived her rights under California Civil Code section 1542.

23 15. The Parties are authorized, without further approval from the Court, to agree to and
24 to adopt such amendments, modifications and expansions of the Settlement and all exhibits
25 attached thereto which (i) are consistent with this Final Judgment, and (ii) do not limit the rights of
26 Class Members under the Settlement.

27 16. The Court grants a Class Representative Service award of \$10,000 to Plaintiff
28 Martha Jimenez. This request is justified in light of the following facts: (1) Plaintiff spent

1 numerous hours conferring with the Plaintiff's Attorneys, reviewing documents, gathering
2 evidence, formulating discovery requests, and preparing for mediation; (2) Plaintiff's efforts
3 resulted in a favorable result for the Class; and (3) Defendant do not oppose the request. The Class
4 Representative Enhancement will be paid to Plaintiff in accordance with the terms of the
5 Settlement.

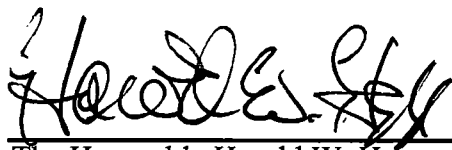
6 17. The Court grants Plaintiff's Attorneys' request for an award of Plaintiff's
7 Attorneys' Fees in the amount of \$161,666.67, and \$10,511.36 for Expenses. Plaintiff's Attorneys'
8 request for an award of reasonable attorneys' fees and costs is justified in light of the following
9 facts: (1) Plaintiff's Attorneys vigorously prosecuted this case and achieved a favorable result for
10 the Class; (2) the legal issues were novel and complex; (3) Defendants do not oppose the request;
11 and (4) such other bases as offered by Plaintiff's Attorneys. The attorneys' fees and costs shall be
12 paid by Defendants in accordance with the terms of the Settlement.

13 18. Without affecting the finality of the Final Judgment, the Court shall retain
14 continuing jurisdiction over the Action, and the Parties and Settlement Class, and the
15 administration and enforcement of the Settlement. Any disputes or controversies arising with
16 respect to the enforcement or implementation of the Settlement shall be presented by motion to the
17 Court; provided however, that nothing in this paragraph shall restrict the ability of the Parties to
18 exercise their rights hereunder.

19 19. The Court set a non-appearance case review date for submission of a final report
20 summarizing all distributions made pursuant to the approved settlement on August 14, 2026. The
21 final distribution report must be filed by August 7, 2026.

22
23 **IT IS SO ORDERED**

24
25 Dated: August 25, 2025

26 
27 The Honorable Harold W. Hopp
28 Judge of the Superior Court