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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

FRANCISCO AMADOR-MENDEZ,
individually, and on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

HIDEAWAY GOLF CLUB STAFFING, LLC, a
Delaware limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CVRI2500527

*[Assigned for All Purposes to: Judge Harold
W. Hopp, Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT THEREON**

Date: February 23, 2026

Time: 8:30 a.m.

Dept.: 1

Action Filed: January 29, 2025

Trial date: Not set

1 The Court, having considered Plaintiff Francisco Amador-Mendez’s (“Plaintiff”) Motion
2 for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act,
3 California Labor Code §§ 2698, et seq. (“PAGA”), as well as the PAGA Settlement Agreement
4 (“Settlement” or “Settlement Agreement,” attached as Exhibit 1 to the Declaration of John G.
5 Yslas), the papers filed in support of the motion, and the arguments of counsel, has determined
6 that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate,
7 and reasonable.

8 Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

9 1. The Court has jurisdiction over the subject matter of this PAGA Action and over
10 all Parties to the Action.

11 2. This Order incorporates the Settlement Agreement agreed to between Plaintiff,
12 on behalf of himself, the State of California, the LWDA, and PAGA Members, on the one hand,
13 and Defendant Hideaway Golf Club Staffing, LLC (“Defendant”), on its own behalf and on
14 behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all
15 capitalized terms used herein shall have the same meaning as defined in the Settlement
16 Agreement.

17 3. PAGA Members all persons currently or formerly employed by Defendant, either
18 directly or through any subsidiary, staffing agency, joint venture or professional employer
19 organization, as non-exempt, hourly-paid employees from November 15, 2023, through August
20 28, 2025 as set forth in Paragraph 1.3 of the Settlement Agreement.

21 4. The Court hereby finds that Plaintiff notified the Labor and Workforce
22 Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements
23 of California Labor Code § 2699(s). The Court has received no objection from the LWDA
24 regarding the Settlement.

25 5. The Court finds that the Settlement has been reached as a result of serious and
26 non-collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the
27 procedural history of this case, the amounts paid in settlement, and the allocation of settlement
28 proceeds among the LWDA and the PAGA Members. The Court hereby finds the Settlement

1 involves the resolution of a bona fide dispute, was entered into in good faith, and provides
2 genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as
3 fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to
4 the terms outlined in the Settlement Agreement.

5 6. Defendant will not be required to pay any additional amounts in connection with
6 the Settlement other than the Total Settlement Amount specifically set forth in the Settlement
7 Agreement and this Order, which shall not exceed \$330,000.00.

8 7. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire
9 Law Firm, PLC, in the amount of 35% of the Gross Settlement Amount, currently estimated to
10 be \$115,500.00. The Court also awards a PAGA Counsel Litigation Expenses Payment in the
11 amount of \$14,289.45. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation
12 Expenses Payment are to be paid from the Gross Settlement Amount.

13 8. The Court awards a PAGA Representative Service Payment to Plaintiff for his
14 services in the amount of \$7,500.00. Plaintiff submitted a declaration detailing the ways in
15 which he assisted PAGA Counsel in the litigation of the PAGA Action, and the award is
16 appropriate in light of the stated purpose of PAGA.

17 9. The Court appoints Phoenix Settlement Administrators to serve as the Settlement
18 Administrator. The Court concludes that the Administration Expenses Payment in the amount
19 of \$5,250.00 is reasonable and necessary to administer the Settlement and shall be paid from
20 the Total Settlement Amount.

21 10. The Net Settlement Amount of approximately \$187,460.55 shall be allocated as
22 follows: 65% of the PAGA Penalties (\$121,849.36) will be paid to the LWDA, and the remaining
23 35% (\$65,611.19) will be paid to all PAGA Members pursuant to the calculation set forth in the
24 Settlement Agreement for calculating Individual PAGA Payments.

25 11. The Court directs that the Administrator send the Notice, attached as Exhibit A
26 to the Settlement Agreement, to the PAGA Members with the Individual PAGA Payments to be
27 issued pursuant to the Settlement.

28 12. Effective on the date when Defendants fully fund the entire Gross Settlement

Amount, Plaintiffs, PAGA Members, LWDA and PAGA Counsel will release claims against all Released Parties as follows:

a. Plaintiffs' Release: "Plaintiff releases his PAGA claims along with the release of all PAGA claims made on behalf of aggrieved employees which shall not become effective until final approval by the Court and full payment of the gross settlement amount to the Settlement Administrator by Defendant. This settlement does not release the class claims and does not release Plaintiff's individual claims." Settlement Agreement § 5.1.

b. Release by PAGA Members: "All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's November 15, 2024, PAGA Notice. The Released PAGA Claims are those that accrued during the PAGA Period. Plaintiff and the Aggrieved Employees' individual and representative class claims are not affected by this release." Settlement Agreement § 5.2.

13. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California Code of Civil Procedure section 664.6.

14. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

1 15. Upon completion of the Settlement, the Administrator will provide written
2 certification of the completion to the Court and counsel for the Parties which shall be filed with
3 the Court on or before _____, 2026 (suggested 14 days prior to compliance
4 hearing). The Court sets a final accounting hearing to assess compliance with this Order and
5 the Settlement Agreement for _____ at _____ a.m./p.m.

6 16. The entire Action will be dismissed, with prejudice, at the final accounting
7 hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance
8 with this Order and the Settlement Agreement by that date.

9 17. Plaintiff is directed to submit a copy of this Order to the LWDA within 10
10 calendar days after the entry of this Order.

11 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

12
13
14 DATE: _____

HON.
JUDGE OF THE SUPERIOR COURT