

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

EVELIA REZA SANTIAGO, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

ALTA VISTA COUNTRY CLUB, LP., a
CALIFORNIA corporation, and DOES 1-20,
inclusive,

Defendants.

Case No.: 30-2024-01388160-CU-OE-CXC

Assigned For All Purposes To:

Judge: Hon. Layne H. Melzer

Dept.: CX-102

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Information:

Location: CX-102

Date: July 3, 2025

Time: 2:00 p.m.

Action Filed: March 18, 2024

Trial Date: None Set

KJT
LAWGROUP LLP
230 N. Maryland Ave. Suite 306
Glendale, CA 91206

1 This matter came on for hearing on July 3, 2025 at 2:00 p.m. in Department CX-102 of the
2 above-captioned court on the Motion for an Order Granting Preliminary Approval of Class Action
3 and PAGA Settlement.

4 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action and
5 PAGA Settlement; the Points and Authorities and Declarations filed in support thereof; the
6 Supplemental Briefing in support thereof; the Class Action Settlement Agreement ("Settlement
7 Agreement"), which is attached as Exhibit A to the Supplemental Declaration of Christopher A.
8 Adams ("Adams Decl.") at ¶ 3; and the Notice of Proposed Class Settlement ("Class Notice"); and
9 in recognition of the Court's duty to make a preliminary determination as to the reasonableness of
10 any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure
11 proper notice is provided to class members in accordance with due process requirements, and to set
12 a Final Fairness Hearing to consider the proposed settlement as to the good faith, fairness, adequacy
13 and reasonableness of any proposed settlement, **HEREBY MAKES THE FOLLOWING**
14 **DETERMINATIONS AND ORDERS:**

15 1. The Court finds on a preliminary basis that the Settlement Agreement, incorporated in full
16 by this reference and made part of this Order Granting Preliminary Approval of Class Action
17 Settlement, appears to be in the range of reasonableness of a settlement which could ultimately be
18 given final approval by this Court. The Court notes that Defendant Alta Vista Country Club, LP.
19 ("Defendant") has agreed to pay a non-reversionary Gross Settlement Amount of \$450,000 which
20 amount will be fully funded and paid out by Defendant provided certain conditions of the
21 Settlement Agreement are met. Included within the Gross Settlement Amount is a Net Settlement
22 Amount in the amount of approximately \$220,000. Defendant will pay out the entirety of the Net
23 Settlement Amount to Participating Class Members. It appears to the Court on a preliminary basis
24 that the settlement amount is fair and reasonable to the Class when balanced against the probable
25 outcome of further litigation relating to class certification, liability and damages issues and potential
26 appeals. It further appears that significant investigation, research, and litigation has been conducted
27 such that counsel for the parties at this time are able to reasonably evaluate their respective

positions. It further appears that settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation. It further appears that the proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the parties.

ACCORDINGLY, GOOD CAUSE APPEARING, THE MOTION FOR AN ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY ORDERS THAT THE CLASS BE CONDITIONALLY CERTIFIED FOR SETTLEMENT PURPOSES ONLY, AND THAT CHRISTOPHER A. ADAMS, VACHE A. THOMASSIAN AND CASPAR JIVALAGIAN OF KJT LAW GROUP LLP, BE CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL.

MORE SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

The Class provisionally certified by this Order for settlement purposes is as follows:

2. “Class Member” and “Settlement Class Members” means all current and former persons employed by Defendants in California as non-exempt employees at any time during the Class Period. “Class Period” means the period from the period from March 18, 2020 to November 18, 2024.

3. The Court finds that (a) the Class is so numerous that joinder of all Class Members is impracticable; (b) The claims of Plaintiff Evelia Reza Santiago are typical of the Class Members’ claims; (c) there are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class Members; and (d) class certification is superior to other available methods for the fair and efficient adjudication of the controversy and to effectuate the Settlement.

4. The Court finds that the Class Notice (attached as Exhibit 1 to Settlement Agreement) comports with all constitutional requirements including those of due process.

5. The Court further finds that the proposed Class Notice adequately advises the Class about: (a) the terms of the proposed Settlement and the benefits available to each Class Member; (b)

1 each Class Member's right to object to and/or opt out of the Settlement and the timing and
2 procedures for doing so; (c) the temporary and conditional certification of the Class for settlement
3 purposes only; (d) preliminary Court approval of the proposed Settlement; (e) timing and
4 procedures for distributing the settlement funds to the Participating Class Members; and (f) the date
5 of the Final Fairness Hearing as well as the rights of members of the Class to file documentation in
6 support of or in opposition to and appear in connection with said hearing.

7 **ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES**
8 **THE PROPOSED NOTICE TO THE CLASS AND FINDS** that mailing to the last known address
9 to members of the Class, as specifically described within the Settlement Agreement, constitutes an
10 effective method of notifying Class Members of their rights with respect to the Class Action and
11 proposed Settlement.

12 **ACCORDINGLY, IT IS HEREBY ORDERED** that:

13 6. The Class is provisionally certified as a class as defined above.

14 **7. IT IS FURTHER ORDERED** that Defendant shall within 30 calendar days of this
15 Order provide the Settlement Administrator with (i) each Class Member's full name; (ii) each Class
16 Member's last known address; (iii) each Class Member's last known telephone number; (iv) each
17 Class Member's Social Security number; and (v) each Class Member's start and end dates of
18 employment in a non-exempt position in California.

19 **8. IT IS FURTHER ORDERED** that the Settlement Administrator shall, within 14
20 calendar days after receiving the Class Data, and pursuant to the terms of the Settlement Agreement,
21 exercise its best judgment to determine the current mailing address for each Class Member and then
22 mail the Class Notice to the Class by First Class, regular U.S. mail, postage pre-paid, using the most
23 current mailing address available. In the event that a Class Notice is returned to the Settlement
24 Administrator with a forwarding address, the Settlement Administrator will re-send the Class Notice
25 to the forwarding address affixed thereto. If no forwarding address is provided, then the Settlement
26 Administrator will promptly conduct a "standard search," sometimes called, "Skip Traces" or
27 "Credit Header" searches, to locate a better address. If a better address is found, the Settlement
28

Administrator will promptly re-send the Class Notice. If, at any time prior to the opt out deadline, a Class Member contacts the Settlement Administrator, or if Class Counsel does so on his or her behalf, to advise of a change in address, the Class Notice will be re-mailed to the address the Class Member (or Class Counsel) provides. In the event the procedures set forth herein are followed and the intended recipient of a Class Notice still does not receive the Class Notice, the intended recipient will be a Class Member and will be bound by all terms of the Settlement and the Order of Final Approval entered by the Court.

9. IT IS FURTHER ORDERED that any Request for Exclusion must be postmarked or delivered no later than 60 days after the Class Notice is first mailed to the Class (or re-mailed to the Class Member), and must be received by the Settlement Administrator to be valid.

10. IT IS FURTHER ORDERED that any dispute submitted by a Class Member regarding the weeks of employment credited to that Class Member under the proposed Settlement must be postmarked no later than 60 days after the date when the Class Notice is first mailed to the Class (or re-mailed to the Class Member), to be considered.

11. IT IS FURTHER ORDERED that Class Notice will provide that Class Members who wish to object to the Settlement must send to the Settlement Administrator a written statement objecting to the Settlement, no later than 60 days after the date the Class Notice is first mailed by the Settlement Administrator. Such objection must: contain a statement of the Class Member's objections, a statement advising if the objecting Class Member plans to address the Court at the Settlement Fairness Hearing, and any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court. The Settlement Administrator shall file all such objections with the Court prior to the Final Fairness Hearing. In the alternative, regardless of Class Members submit a written objection, Class Members may appear in Court (or hire an attorney to appear in Court) to present objections at the Final Approval Hearing.

12. IT IS FURTHER ORDERED that the Final Fairness Hearing shall be held before the undersigned on November 20, 2025 at 2:00 p.m., in Department CX-102 of the Superior Court for the State of California County of Orange, located at 751 W. Santa Ana Boulevard, Santa Ana,

California 92701 or via remote appearance, to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to consider the application of Class Counsel for an award of reasonable attorneys' fees and costs, and the Class Representative Service Payment.

13. IT IS FURTHER ORDERED that pending final determination of whether this proposed Settlement should be granted final approval, no member of the Class, either directly or representatively, or in any other capacity, shall commence or prosecute any action or proceeding asserting any of the Released Class Claims against the Released Parties, as defined in the Settlement Agreement.

14. IT IS FURTHER ORDERED that any Party to this case, including any Class Member, in person or by counsel, may be heard, to the extent allowed by the Court, in support of, or in opposition to, the Court's determination of the good faith, fairness, reasonableness and adequacy of the proposed Settlement, the requested attorneys' fees and costs, the requested Class Representative Service Award, and any Order of Final Approval and Judgment regarding such Settlement, fees, costs and enhancement.

15. IT IS FURTHER ORDERED that all briefs regarding the Settlement shall be served and filed in accordance with the following briefing schedule: All briefs and materials in support of an Order of Final Approval and application for attorneys' fees and costs shall be filed with this Court on or before October 28, 2025. Response briefs, if any, in opposition to objections shall be filed with this Court no later than November 5, 2025. The Settlement Administrator's report shall be filed with this Court no later than October 28, 2025. Any objections to the Settlement and briefs regarding such objections shall be filed with this Court and served in accordance with the Settlement Agreement no later than 60 days, after the first mailing of the Class Notices.

16. IT IS FURTHER ORDERED that, in the event of final approval and the occurrence of the Effective Settlement Date, all Participating Class Members, and their successors, shall conclusively be deemed to have given full releases of the Released Claims against the Released Parties, and all Class Members (other than opt outs) and their successors, shall be permanently

1 enjoined and forever barred from asserting any Released Claims against any Released Party as
2 described by the Settlement Agreement.

3 **17. IT IS FURTHER ORDERED** that, if for any reason the Court does not execute and
4 file an Order of Final Approval and Judgment does not occur for any reason whatsoever, the
5 Settlement Agreement and the proposed Settlement which is the subject of this Order and all
6 evidence and proceedings had in connection therewith shall be without prejudice to the status quo
7 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

8 **18. IT IS FURTHER ORDERED** that, pursuant to CCP section 664.6 and California
9 Rules of Court section 3.769(h), the Court will retain jurisdiction over the Parties, Action, and the
10 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
11 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
12 by law.

13 **19. IT IS FURTHER ORDERED** that, pending further order of this Court, all
14 proceedings in this matter except those contemplated herein and in the Settlement Agreement are
15 stayed.

16 The Court expressly reserves the right to adjourn or continue the Final Fairness Hearing
17 from time to time without further notice to the Class.

18 **IT IS SO ORDERED.**

19
20 Dated: July 7, 2025



Honorable Layne H. Melzer