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10 Attorneys for Plaintiff,
11 JUSTINO CHAVEZ on behalf of
12 himself, all aggrieved employees, and the State
of California as a Private Attorneys General

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF RIVERSIDE – RIVERSIDE ~~HALL OF JUSTICE~~**
16 **HISTORIC COURTHOUSE**

17 JUSTINO CHAVEZ, an individual, on behalf)
of himself, all putative class members,)
18 aggrieved employees, and the State of)
California as a Private Attorneys General,)

19 Plaintiff,

20 vs.

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22 LABAR GOLF RENOVATIONS, LLC, a New)
23 Jersey limited liability company, and DOES 1-)
50, inclusive,)

24 Defendant.
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Case No.: CVRI2305540

~~REVISED PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL AND ENTERING
JUDGMENT

1 On January 21, 2026, a hearing was held on Plaintiff JUSTINO CHAVEZ’S unopposed
2 Motion for Final Approval of the Class Action and PAGA Settlement Agreement and Motion for
3 Class Counsel Fees, Class Counsel Costs, and Class Representative Service Payment.

4 The Parties have submitted their Amended Class Action and PAGA Settlement Agreement
5 and Class Notice (hereafter “Settlement,” attached as Exhibit 1 to the Declaration of Nazo
6 Koulloukian in Support of Motion for Final Approval of Class and Representative Action
7 Settlement Agreement filed on August 18, 2025), which this Court preliminarily approved on June
8 27, 2025 (the “Preliminary Approval Order”). Under the Preliminary Approval Order, Class
9 Members have been given adequate notice of the terms of the Settlement and the opportunity to
10 object to it, submit a dispute, or to exclude themselves from it.

11 Having received and considered the Settlement, the supporting papers filed by the Parties,
12 and the evidence and argument received by the Court before entering the Preliminary Approval
13 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
14 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
17 Order and Judgment adopts all defined terms set forth in the Settlement.

18 2. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as:

20 All persons who are employed or have been employed by Defendant
21 in the State of California as hourly, non-exempt employees at any
22 time within the period beginning October 17, 2019, and ending April
23 26, 2024.

24 3. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
25 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) was sent to each
26 Class Member on July 22, 2025, by first-class mail. The Class Notice informed Class Members of
27 the terms of the Settlement, their right to receive an Individual Class Payment, their right to
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1 comment on or object to the Settlement and/or the attorneys' fees and costs, their right to elect not
2 to participate in the Settlement and pursue their own remedies, their right to appear in person and/or
3 by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement, and
4 of other actions pending against Defendant. Adequate periods of time were provided by each of
5 these procedures.

6 4. The Court finds and determines that no individuals requested to opt out of the
7 Settlement. No Class Members submitted objections or disputes.

8 5. The Court finds and determines that this notice procedure afforded adequate
9 protections to Class Members and provides the basis for the Court to make an informed decision
10 regarding approval of the Settlement based on the responses of Class Members. The Court finds
11 and determines that the notice provided in this case was the best notice practicable, which satisfied
12 the requirements of law and due process.

13 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
14 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
15 each Class Member and that the Participating Class Members will be bound by the Settlement, that
16 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
17 should be and hereby are ordered to be consummated.

18 7. The Court finds and determines that the all-inclusive Gross Settlement Amount in the
19 amount of \$100,000, and the Individual Class Payments to be paid to the Participating Class
20 Members under the Settlement are fair and reasonable. The Court hereby grants final approval to
21 and orders the payment of those amounts to the Settlement Administrator not more than 14 calendar
22 days after the Judgment entered by the Court becomes final. Pursuant to the terms of the Settlement,
23 the Settlement Administrator is directed to make the payments to each Participating Class Member.
24 The monetary terms of the Settlement, detailed in the following chart, are discussed further below.

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Gross Settlement Amount	\$100,000.00
Plaintiff's Enhancement	-\$5,000.00
Plaintiffs' Attorney Fees	-\$32,000.00
Plaintiffs' Costs	-\$15,916.31
PAGA Payment	-\$10,000.00
Settlement Administration	-\$5,450.00
Net Settlement Amount for Distribution to the Class	\$31,633.69

8. The Court finds and determines that the Settlement Administration Cost for the Settlement in the amount of \$5,450 is fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount be paid out of the Gross Settlement Amount to the Settlement Administrator in accordance with the Settlement.

9. The Court finds and determines that the request by Plaintiff JUSTINO CHAVEZ for an Enhancement Payment is fair and reasonable and hereby orders that the requested payment in the amount of \$5,000 to be paid to Plaintiff out of the Gross Settlement Amount.

10. The Court further finds and determines that the request by Class Counsel for the Class Counsel Fee is fair and reasonable and hereby orders that \$32,000 (approximately 33.33% of the Gross Settlement Amount) be paid as follows: \$16,000.00 to Koul Law Firm, APC, and \$16,000.00 Majarian Law Group, APC out of the Gross Settlement Amount.

11. The Court also finds and determines that the request by Class Counsel for Class Counsel Expenses is fair and reasonable and hereby orders that actual costs amounting to \$15,916.31 be paid to Class Counsel out of the Gross Settlement Amount as follows: \$5,442.23 to Koul Law Firm, APC, and \$10,474.08 Majarian Law Group, APC

12. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer-side taxes, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

13. Upon entry of this Final Approval Order and funding of the Gross Settlement Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of

1 the State of California, and all PAGA Aggrieved Employees will forever completely release and
2 discharge the Released Parties from the Released PAGA Claims through the PAGA Period.

3 14. Pursuant to the terms of the Settlement, Plaintiff makes an additional general release
4 as defined in the Settlement. Plaintiff expressly waives and relinquishes all rights and benefits
5 afforded by Section 1542 which states:

6 **A general release does not extend to claims which the creditor or releasing**
7 **party does not know or suspect to exist in his or her favor at the time of**
8 **executing the release and that, if known by him or her, would have materially**
9 **affected his or her settlement with the debtor or released party.**

10 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
11 under the Settlement or under this Order, including the requirement that Defendant make payment
12 in accordance with the Settlement.

13 16. If, for any reason, the Settlement ultimately does not become Final (as defined by
14 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective
15 positions in the action as those positions existed immediately before the Parties executed the
16 Settlement; and nothing stated in the Settlement or any other papers filed with this Court in
17 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
18 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
19 or in any other action.

20 17. The Parties entered into the Settlement solely for the purpose of compromising and
21 settling disputed claims. Defendant in no way admits any violation of law or any liability
22 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly
23 denied by Defendant.

24 18. The envelope transmitting settlement checks to class members shall bear the
25 notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

26 19. The settlement check shall be negotiable for at least 90 days but not more than 180
27 days from the date of mailing.

1 20. The administrator shall mail a reminder postcard to any class member whose
2 settlement distribution check has not been negotiated within 60 days after the date of mailing.

3 21. If (i) any of the class members are current employees of the defendant, (ii) the
4 distribution mailed to those employees is returned to the administrator as being undeliverable, and
5 (iii) the administrator is unable to locate a valid mailing address, the administrator shall arrange
6 with the defendant to have those distributions delivered to the employees at their place of
7 employment.

8 22. All uncashed settlement checks will be delivered to the California State Controller's
9 Unclaimed Property Division in the name of the Class Member leaving no unpaid residues subject
10 to the requirements of California Code of Civil Procedure Section 384(b).

11 23. By means of this Final Approval Order, this Court hereby enters final judgment in
12 this Action.

13 24. Notice of entry of this judgment shall be provided to Class Members by posting this
14 document on the claims administrator's website pursuant to California Rules of Court, 3.771(b) for
15 a period of 90 days.

16 25. Without affecting the finality of this Final Approval Order and Judgment in any
17 way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters
18 relating to the interpretation, administration, implementation, effectuation and enforcement of this
19 Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

20 26. The Parties are hereby ordered to comply with the terms of the Settlement.

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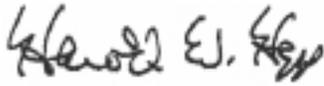
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27. Each side is to bear its own costs and attorneys' fees except as provided by the Settlement and this Final Approval Order and Judgment.

28. The Court sets a final accounting non-appearance case review hearing for February 23, 2027. Plaintiff must file a final report 5 days before the final accounting hearing.

IT IS SO ORDERED AND ADJUDICATED.



DATED: ~~T a & C G C G~~ _____

~~Honorable Craig G. Reimer~~
Judge of the Superior Court
Honorable Harold W. Hopp

4921-7461-6977, v. 1