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County of Placer on 10/07/2026
Jake Chatters, Clerk of the Court
By B. Baldock Deputy Clerk

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

CRISTINA LOPEZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

EMPIRE RANCH GOLF CLUB, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: S-CV-0054826

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

*[Filed with Plaintiff's Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Plaintiff, the Declaration of Lisa Mullins]*

PRELIMINARY APPROVAL HEARING:

Date: September 11, 2026

Time: 8:25 a.m.

Dept.: 1

Action Filed: March 17, 2025

Trial Date: Not Set

The Court has before it Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement. Having reviewed the Motion and Memorandum of Points and Authorities, the supporting Declarations of Kane Moon, Plaintiff Cristina Lopez ("Plaintiff"), and Lisa Mullins on behalf of ILYM Group, Inc., and GOOD CAUSE appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”) attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant Empire Ranch Golf Club, LLC (“Defendant”) (together with Plaintiff, the “Parties”) agrees to create a common, non-reversionary gross fund of at least \$290,000.00 (the “Gross Settlement Amount”), subject to an escalator clause, and in addition to Defendant’s employer’s payroll taxes owed on the wage portions of the Individual Class Payments, to cover (a) Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount; (c) a Class Counsel Litigation Expenses Payment for reimbursement of actual litigation costs not to exceed \$20,000.00; (d) an Administration Expenses Payment not to exceed \$7,450.00; (e) PAGA Penalties of \$20,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* (“PAGA”), and distributed as 35% (\$7,000.00) to the Aggrieved Employees and 65% (\$13,000.00) to the California Labor and Workforce

1 Development Agency (the “LWDA”); and (f) a Class Representative Service Payment to Plaintiff
2 of not more than \$7,500.00.¹

3 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
4 reasonable to the Class Members when balanced against the probable outcome of further litigation
5 relating to class certification, liability and damages issues, and potential appeals; (2) significant
6 class-wide discovery, investigation, research, and litigation have been conducted such that counsel
7 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
8 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
9 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
10 of serious, informed, adversarial, and arm’s-length negotiations between the Parties. Accordingly,
11 the Court preliminarily finds that the Settlement was entered into in good faith and meets the
12 requirements for preliminary approval.

13 4. A final approval hearing on the question of whether the proposed Settlement, the
14 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration
15 Expenses Payment, the PAGA Penalties, and the Class Representative Service Payment should be
16 finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set in
17 accordance with the Implementation Schedule set forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 (the “Class”): all persons who were employed by Defendant as non-exempt employees in the State
20 of California at anytime during the Class Period. The “Class Period” means March 17, 2021, to
21 November 10, 2025. Excluded from the Class will be any Class Member who opts out of the
22 Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant to the
23 instructions provided in the Class Notice.

24 6. The Court identifies, for settlement purposes only, the following individuals (the
25

26 _____
27 ¹ Pursuant to ¶ 4.1 of the Settlement, Defendant shall fully fund the Gross Settlement Amount of
28 \$290,000.00 and the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the
funds to the Administrator no later than fourteen (14) calendar days after the Effective Date of the
Settlement. (Settlement, ¶ 4.1.)

1 “Aggrieved Employees”): all persons who were employed by Defendant as non-exempt employees
2 in the State of California at any time during the PAGA Period. The “PAGA Period” means March
3 9, 2024, to November 10, 2025.

4 7. The Court finds, for settlement purposes only, that the Class meets the
5 requirements for certification under California Code of Civil Procedure section 382 in that: (1)
6 the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
7 common, or of general interest, to all Class Members, which predominate over individual issues;
8 (3) Plaintiff’s claims are typical of the claims of the Class Members; (4) Plaintiff and Class
9 Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class
10 action is superior to other available methods for the fair and efficient adjudication of the
11 controversy.

12 8. **Releases of Claims.** Effective on the date when Defendant fully funds the entire Gross
13 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
14 Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
15 follows: (Settlement, ¶ 5.)

- 16 a. Released Parties. “Released Parties” means: Defendant and each of its past, present and
17 future subsidiaries, parents, affiliated and related companies, divisions, successors,
18 predecessors or assigns; and their past, present, and future owners, officers, directors,
19 shareholders, partners, agents, insurers, employees, advisors, accountants,
20 representatives, trustees, heirs, executors, administrators, predecessors, successors or
21 assigns. (*Id.* at ¶ 1.40.)
- 22 b. Plaintiff’s Section 1542 Release: Under the Settlement, Plaintiff has agreed to a general
23 release of any and all claims against the Released Parties, including a release of rights
24 pursuant to California Civil Code section 1542. (*Id.* at ¶ 5.1.)
- 25 c. Release by Participating Class Members: The “Released Class Claims” is limited to claims
26 that were alleged in Plaintiff’s operative complaint, or that reasonably could have been
27 alleged based on the facts and/or claims asserted therein. (*Id.* at ¶ 5.2.) The release
28 excludes any claims for vested benefits, wrongful termination, violation of the Fair

1 Employment and Housing Act, unemployment insurance, disability, social security,
2 workers' compensation, or any claims arising outside the Class Period. (*Id.*)

3 d. PAGA Release: The State of California, and anyone purporting to act on its behalf,
4 including Plaintiff, release the Released Parties from all claims for civil penalties under
5 PAGA, based on the facts that were alleged or reasonably could have been alleged in
6 Plaintiff's PAGA Notice and operative complaint. (*Id.* at ¶ 5.3.) The release excludes
7 any claims outside of the PAGA Period. (*Id.*)

8 9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and
9 definitions as set forth in the Settlement.

10 10. The Court appoints, for settlement purposes only, Plaintiff as the Class
11 Representatives. The Court approves, on a preliminary basis, a Class Representative Service
12 Payment from the Gross Settlement Amount of up to \$7,500.00 to Plaintiff, in addition to the
13 amount Plaintiff is eligible to receive as a Class Member, for initiating the Action and providing
14 services in support of the Action. To the extent the final amount awarded is less than the amount
15 requested, the remainder will be allocated to the Net Settlement Amount for distribution to
16 Participating Class Members.

17 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law
18 Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability
19 to request attorneys' fees of up to one-third of the Gross Settlement Amount, as well as
20 reimbursement for actual costs not to exceed \$20,000.00. To the extent actual costs are less and/or
21 the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder
22 will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

23 12. The Court appoints ILYM Group, Inc. as the Administrator with payment from the
24 Gross Settlement Amount for reasonable administration costs not to exceed \$7,450.00, except
25 upon a showing of good cause and as approved by the Court. To the extent administration costs
26 are less, the remainder will be allocated to the Net Settlement Amount for distribution to
27 Participating Class Members.

28 13. The Administrator shall perform services and duties as provided for in the

Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail. Class Members shall not be required to submit a claim form in order to receive individual settlement payments.

14. The Court approves, as to form and content, the *Notice of Class and Representative Action Settlement* (the “Class Notice”) attached to the Settlement as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

15. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the Settlement Agreement according to its terms and provisions.

16. The Court orders the following Implementation Schedule:

Defendants to provide the Administrator with the Class Data	Within 15 calendar days after entry of preliminary approval
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data
Response and Opt-Out Deadline	Within 60 calendar days after mailing (plus an additional 14 calendar days for any re-mailed Class Notices)
Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	February 19, 2027 at 8:30 a.m. in Dept. 1

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

19. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of

1 law. Neither the Settlement nor any related document shall be offered or received in evidence in any
2 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate
3 or enforce the Settlement.

4 **IT IS SO ORDERED.**

5 DATED: 10-7-2026


/s/ Hon. Christine Dehr
Hon.
~~Judge~~ of the Superior Court, Placer County