

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF ORANGE  
CIVIL COMPLEX CENTER**

JAIME HERNANDEZ; ISIDRO ORDAZ;  
on behalf of all aggrieved employees,

Plaintiff,

vs.

SANTA ANA COUNTRY CLUB, a  
California Non-Profit Corporation; and  
DOES 1 through 100, inclusive,

Defendants.

**Case No. 30-2023-01335144-CU-WT-CXC**

Assigned For All Purposes To:  
Hon. Judge Layne H. Melzer (Dept. CX102)

**[REVISED PROPOSED] ORDER  
APPROVING PAGA SETTLEMENT AND  
ENTERING JUDGMENT THEREON**

Date: June 26, 2025  
Time: 2:00 p.m.  
Dept: CX102

Complaint Filed: 07/02/2023  
First Am. Complaint Filed: 10/17/2024  
Trial Date: N/A



1 individual who is or previously was employed by Santa Ana Country Club as a non-  
2 exempt employee at any time during the PAGA Period.

3 E. **“Plaintiffs’ Counsel”** means John F. Litwin of Barkhordarian Law  
4 Firm, PC and Sandeep J. Shah of Shah Law Group, P.C.

5 F. **“Released Claims”** means all known and unknown claims for civil  
6 penalties under the Private Attorneys General Act of 2004 (“PAGA”), and any associated  
7 costs and attorneys’ fees under PAGA, which are alleged in the Complaint, or which could  
8 have been asserted based on the facts alleged in the Complaint, including PAGA civil  
9 penalty claims for unpaid wages, unpaid overtime, unpaid double-time, deficient sick leave  
10 payouts, failure to provide legally-compliant rest periods, failure to pay or properly  
11 compute rest period premiums, failure to provide legally-compliant meal periods, failure to  
12 pay or properly compute meal period premiums, failure to include nonhourly  
13 compensation in the regular rate, incorrect calculation of the regular rate, failure to pay all  
14 wages owed during employment, failure to pay all wages owed upon separation from  
15 employment, failure to provide accurate wage statements, violation of the California Labor  
16 Code (including §§ 201, 202, 203, 204, 208, 226, 226.7, 233, 246, 510, 512, 558, 1174,  
17 1194, 1197, 1197.1 and 1198), and PAGA civil penalty claims for violation of all similar  
18 provisions of the California Industrial Welfare Commission Wage Orders, which the  
19 PAGA Group and/or any PAGA Group Member has ever had, or hereafter may claim to  
20 have, for the PAGA Period.

21 G. **“Released Parties”** means Santa Ana Country Club, each of its  
22 affiliates, parents and subsidiaries, and all of its and their predecessors, successors, assigns,  
23 owners, shareholders, members, officers, directors, trustees, employees, agents, insurers,  
24 volunteers, and attorneys.

25 H. **“Settlement Administrator”** means Atticus Administration LLC.

26 4. The Court approves Atticus Administration LLC to serve as the Settlement  
27 Administrator.

28 5. The Court approves the Common Fund of \$150,000.00 established to fund

1 the Settlement.

2           6.       The Court approves the payment for Settlement Administration Costs  
3 incurred by Atticus Administration LLC in the amount of \$5,300.00 to be paid from the  
4 Common Fund as provided in the Settlement Agreement.

5           7.       The Court approves the payment of attorneys' fees to Plaintiffs' Counsel in  
6 the total amount of \$50,000.00, with \$25,000.00 payable to Barkhordarian Law Firm, PLC  
7 and \$25,000.00 payable to Shah Law Group, P.C.

8           8.       The Court approves the payment of Plaintiffs' Counsels' costs in the total  
9 amount of \$11,828.55 payable to Barkhordarian Law Firm, PLC.

10          9.       The Court approves PAGA Representative Enhancement Payments totaling  
11 \$15,000.00, with \$10,000.00 awarded to Plaintiff Jaime Hernandez, and \$5,000.00  
12 awarded to Plaintiff Isidro Ordaz.

13          10.      10.      Pursuant to PAGA, the Net Settlement Fund of \$67,871.45 shall be  
14 distributed 75% (or \$50,903.59) to the California Labor and Workforce Development  
15 Agency ("LWDA") and the remaining 25% (or \$16,967.86) shall be distributed to the  
16 PAGA Group Members in accordance with the terms of the Settlement.

17          11.      The Court has determined that the Notice Of PAGA Settlement, attached to  
18 this Order as **Exhibit A**, is sufficient to inform PAGA Group Members of the material  
19 elements of the Settlement, constitutes the best notice practicable under the circumstances,  
20 and is hereby approved.

21          12.      The Court hereby directs SACC to disseminate the Distribution List to the  
22 Settlement Administrator and fund the Settlement in accordance with the terms of, and by  
23 the deadlines supplied in, the Settlement.

24          13.      The Court hereby directs the Settlement Administrator to make all  
25 disbursements in accordance with the terms of, and by the deadlines supplied in, the  
26 Settlement Agreement.

27          14.      As set forth in the Settlement Agreement, the Settlement Administrator will  
28 prepare and mail settlement checks for each PAGA Group Member in the amount of his or

1 her Individual Settlement Payment, along with a copy of the Notice Of PAGA Settlement  
2 (in English and Spanish) attached to this Order as **Exhibit A**. The checks will indicate on  
3 their face that they are void if not negotiated within one hundred and eighty (180) days of  
4 their issuance. In the event a settlement check is returned to the Settlement Administrator  
5 with a forwarding address, the settlement check will be forwarded to the forwarding  
6 address. In the event a settlement check is returned to the Settlement Administrator  
7 without a forwarding address or is otherwise undeliverable, the Settlement Administrator  
8 will use reasonable efforts to search for a better address and re-mail the returned check, if  
9 possible. If the search does not provide a better address, or the settlement check is  
10 ultimately returned without a forwarding address, neither Defendant, nor Plaintiffs'  
11 Counsel, nor the Settlement Administrator shall be required to take further action to  
12 achieve delivery of the check to the PAGA Group Member. If, within that 180-day period,  
13 the PAGA Group Member contacts the Settlement Administrator, or if Plaintiffs' Counsel  
14 does so on his or her behalf, the settlement check will be reissued and mailed to the  
15 address the PAGA Group Member (or Plaintiffs' Counsel) provides. Any such reissued  
16 settlement checks will indicate on their face that they are void if not negotiated within one  
17 hundred and eighty (180) days of their issuance.

18       15. Any monies not able to be delivered to a PAGA Group Member and any  
19 settlement checks not cashed within one hundred and eighty (180) days of issuance will  
20 escheat to the California State Controller, Unclaimed Property Division, in the name of the  
21 corresponding PAGA Group Member(s).

22       16. Upon the filing of this signed Order Approving The PAGA Settlement,  
23 Plaintiffs, all PAGA Group Members, and the LWDA shall be conclusively deemed to  
24 have released and forever discharged the Released Parties from the Released Claims. Upon  
25 the filing of this signed Order Approving The PAGA Settlement, Plaintiffs shall be  
26 conclusively deemed to have generally released the Released Parties as set forth in the  
27 Settlement.

28

1 17. Neither this Order nor the Settlement shall constitute an admission by  
2 Defendant of any liability or wrongdoing whatsoever, nor is this Order a finding of the  
3 validity or invalidity of any claims in the Action.

4 18. Each Party will bear its own attorneys' fees and costs, except as provided for  
5 in the Settlement and this Order.

6 19. The Settlement is hereby approved. Without affecting the finality of this  
7 Order, the Court reserves exclusive and continuing jurisdiction over the action for  
8 purposes of supervising the implementation, enforcement (CCP § 664.6), construction,  
9 administration and effectuation of the Settlement pursuant to California Rules of Court,  
10 Rule 3.769(h).

11 20. Plaintiffs shall submit a copy of this signed Order Approving The PAGA  
12 Settlement to the LWDA and file a corresponding proof of service with the Court within  
13 five (5) calendar days after the date the Court enters this Order.

14 21. The Settlement Administrator shall post a copy of the Complaint, the Notice  
15 Of PAGA Settlement attached to this Order as **Exhibit A**, and a copy of this signed Order  
16 Approving The PAGA Settlement on its website until the Final Accounting Hearing.

17 22. The Court hereby sets a **Final Accounting Hearing on February 26, 2026**  
18 **at 10:00 a.m. in Department CX102**. Plaintiffs' Counsel must submit a final report  
19 regarding distribution of the settlement funds at least fourteen (14) calendar days prior to  
20 the hearing regarding the status of the settlement administration. The final report must  
21 include all information necessary for the Court to determine the total amount actually paid  
22 to PAGA Group Members and any uncashed funds remitted to the State Controller's  
23 Office. If the uncashed funds are not fully disbursed by the report deadline, counsel must  
24 request a continuance of the Final Accounting hearing.

25 **IT IS SO ORDERED, AND JUDGMENT IS HEREBY ENTERED.**

26 Dated: July 15, 2025

27   
28 \_\_\_\_\_  
Hon. Layne H. Melzer  
Judge of the Superior Court of California