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SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

MARTHA JIMENEZ, an individual,

Plaintiff,

v.

AVONDALE GOLF CLUB, a California
nonprofit corporation; and DOES 1 through
25, inclusive,

Defendants.

Case No.: CVRI2305782

CLASS ACTION

Assigned for all purposes to:
Hon. Harold W. Hopp, Dept. 1

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

Date: April 16, 2025
Time: 8:30 a.m.
Dept: 1

RES ID: 429738404256

PAGA Case No.

LWDA-CM-982261-23: September 18, 2023

Action Filed: October 27, 2023

FAC Filed: December 20, 2023

Trial Date: None Set

~~[PROPOSED]~~ ORDER

Plaintiff's Motion for Preliminary Approval of a Class Action and PAGA Settlement ("Motion") came on for hearing before this Court on April 16, 2025, at 8:30 a.m. in Department 1, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, California 92501.

This Court, having considered the papers submitted in support of the Motion, HEREBY ORDERS THE FOLLOWING:

1. This Court grants preliminary approval of the Class Action and PAGA Settlement Agreement (the "Settlement") filed herewith. The Settlement appears to be fair, adequate and reasonable to the Class.
2. The Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by this Court.
3. A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, and the Class Representatives Service Payments should be finally approved as fair, reasonable and adequate as to the members of the Class is scheduled in accordance with the Implementation Schedule set forth below.
4. This Court approves, as to form and content, the Notice of the Class Action Settlement ("Notice of Class Action Settlement"), in substantially the form attached to the Settlement as Exhibit A. This Court approves the procedure for Class Members to opt out of, and to object to, the Settlement as set forth in the Notice of Class Action Settlement. This Court also approves the procedure for Class Members to dispute the accuracy of the Workweeks and Pay Periods credited to them.
5. This Court directs the mailing of the Notice of Class Action Settlement by first class mail to the Class Members in accordance with the Implementation Schedule set forth below. This Court finds the dates selected for the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient

notice to all persons entitled thereto.

6. It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

7. This Court confirms Plaintiff MARTHA JIMENEZ as Class Representative and LOYR, APC as Class Counsel.

8. This Court confirms Apex Class Action Administration as the Claims Administrator.

9. This Court orders the following **Implementation Schedule** for further proceedings:

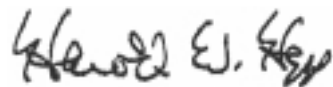
Date/ Triggering Event:	Event
The date of this Order.	Court orders preliminary approval of Settlement and conditional certification of class.
14 days after the date of this Order.	Defendants shall provide the Settlement Administrator with the Class Members' contact information.
No later than 14 days after Defendants provide the Settlement Administrator with the Class Members' contact information.	Settlement Administrator to mail Class Notices.
Forty-five (45) calendar days after the Administrator mails the Class Notice.	Deadline for Class Members to submit Opt Out Requests, Requests for Exclusion, or Objections to the Settlement.
July 24, 2025	Deadline for filing: (1) Motion for Final Approval, (2) Application for Attorney's Fees, Costs, and Expenses, (3) Application for Class Representative Service Awards, (4) Declaration of Settlement Administrator.

1 2 3 4	August 5, 2025	Deadline to File a Response to Any Objections.
5 6 7 8	August 15, 2025 at 8:30 AM.	Final Approval Hearing.

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IT IS SO ORDERED

Dated: August 14, 2025



The Honorable Harold W. Hopp
Judge of the Superior Court

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Martha Jimenez v. Avondale Golf Club et al.
Riverside Superior Court Case No. CVRI2305782

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Avondale Golf Club (“AGC”) for alleged wage and hour violations. The Action was filed by former AGC employee Martha Jimenez (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly employees (“Class Members”) who worked for AGC during the Class Period (October 27, 2019 to January 1, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for AGC during the PAGA Period (October 16, 2022 through January 1, 2025) (“Aggrieved Employees”). AGC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws, and no Court has decided that AGC violated applicable law in any way concerning the allegations in the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring AGC to fund Individual Class Payments, and (2) a PAGA Settlement requiring AGC to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on AGC’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to AGC’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on AGC’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires AGC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against AGC.

If you worked for AGC during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against AGC.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against AGC, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

AGC will not retaliate against you for any actions you take with respect to the proposed Settlement.

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against AGC that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <div style="background-color: yellow; height: 15px; width: 100px;"></div>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. AGC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class

	Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to AGC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former AGC employee. The Action accuses AGC of violating California labor laws by failing to pay minimum, regular and overtime wages; failing to provide meal periods and rest breaks and failing to pay premiums therefor; failing to pay wages due upon termination and reimbursable expenses; and failing to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff also alleged related violations of California's unfair competition laws. Plaintiff is represented by attorneys in the Action: Young Ryu, Esq. and Zachariah Moura, Esq. of LOYR, APC ("Class Counsel.")

AGC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether AGC or Plaintiff is correct on the merits. In the meantime, Plaintiff and AGC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and AGC have negotiated a proposed Settlement that is subject to the Court's Final

Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, AGC does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) AGC has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. AGC Will Pay \$485,000 as the Gross Settlement Amount (Gross Settlement). AGC has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, AGC will fund the Gross Settlement not more than fifteen [15] days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$161,666.67 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$4,690 to the Administrator for services administering the Settlement.
 - D. Up to \$48,500 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Class Size Estimates and Escalator Clause. Based on its records, AGC estimates that there were 79 Class Members and 9,169 Workweeks collectively worked by the Settlement Class Members from October 27, 2019 through January 1, 2025. If the number of the aggregate Workweeks worked by Settlement Class Members during the Class Period is more than 10% greater than this figure (i.e., if there are more than 10,085 Workweeks worked by the Settlement Class), AGC agree to increase the Gross Settlement Amount on a proportional basis by the percentage by which the number of Workweeks exceeds 10% (i.e., if there was a 15% increase in the number of Workweeks worked by Settlement Class Members, AGC would agree to increase the Gross Settlement Amount by 5%.) The funds paid pursuant to this Escalator Clause shall only be allocated towards the Net Settlement Amount.
4. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
5. Taxes Owed on Payments to Class Members. Plaintiff and AGC are asking the Court to approve an allocation of 33.33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 66.67% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (AGC will separately pay employer payroll taxes it owes on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and AGC have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion

should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against AGC.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against AGC based on the PAGA Period facts alleged in the Action.

8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and AGC have agreed that, in either case, the Settlement will be void: AGC will not pay any money and Class Members will not release any claims against AGC.
9. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
10. Participating Class Members' Release. After the Judgment is final and AGC has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against AGC or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members shall release shall release Defendant Avondale Golf Club and its past or present officers, directors, employees, and agents (the "Released Parties") from all claims, demands, rights, liabilities, penalties, fees, and causes of action of any nature or description that were alleged/asserted in the Action (whether in tort, contract, statute or otherwise) during the Class Period ("Released Class Claims"). The Released Class Claims include any and all claims, wage and hour claims, rights, demands, liabilities and causes of action of any nature or description alleged/asserted in the Action or arising from the facts and claims alleged/asserted in the Action. The Released Class Claims include all claims for missed meal and rest breaks in violation of Cal. Labor Code sections 226.7, 512, and 12 California Code of Regulations section 11050; failure to pay overtime compensation in violation of California Labor Code section 1194, et

seq.; failure to provide proper wage statements in violation of California Labor Code section 226; failure to timely pay unpaid wages due at time of separation of employment in violation of California Labor Code sections 201-203; failure to reimburse business expenses in violation of California Labor Code section 2802; and violation of California Business & Professions Code sections 17200, et seq., as well as claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs related to the Released Class Claims. The Released Class Claims also include all claims arising under: California Labor Code sections 201-204, 204b, 204.1 204.2, 205, 205.5, 210, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 246, 248.5, 432, 500, 510, 512, 515, 516, 558, 1171, 1173, 1173.1, 1174, 1182.11, 1182.12, 1194, et seq., 1194.2, 1194.5, 1197, 1197.1, et seq., 1197.5, 1198, 1198.5, 2751, 2802, and the applicable Industrial Welfare Commission Wage Order(s) including section 3, 4, 7, 9, 11, 12, 20 of Wage Order No. 10-2001; and 12 California Code of Regulations section 11050. The Release shall also include all claims for failure to provide accurate itemized wage statements, failure to keep accurate records, for civil and statutory penalties, including wage statement penalties, and record keeping penalties. All Class Members shall be bound by this release unless they formally request exclusion from this Settlement by submitting a valid and timely Request for Exclusion or comparable documentation. However, Class Members that do not negotiate their Individual Settlement Payment checks do not release any claims under the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 216 et seq. Except as set forth in Section 6.3 of the Agreement, Settlement Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. This release excludes the release of claims not permitted by law, including but not limited to claims brought for workers' compensation benefits.

11. PAGA Release. After the Court's judgment is final, and AGC has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against AGC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class

Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against AGC or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Release is as follows:

Plaintiff is deemed to release the Released Parties from all claims for statutory penalties that could have been sought by the Labor Commissioner during the PAGA Period, including under Labor Code sections 558 and/or 2698-2699.8, et seq., predicated on any Labor Code violations alleged in the operative complaint (which include Labor Code sections 201-204, 210, 218.5, 221-223, 225.5, 226, 226.3, 226.7, 246, 248.5, 351, 353, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.2, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699, or 2802), and the applicable Industrial Welfare Commission Wage Order(s) including section 3, 4, 7, 9, 11, 12, 20 of Wage Order No. 10-2001; or arising from the facts and claims alleged in the Action and/or Plaintiff's September 18, 2023 letter to the LWDA ("PAGA Notice"), or that are based on any alleged failure to pay minimum, regular, or hourly wages, and/or alleged off-the-clock work; failure to pay overtime wages or accurate overtime wages; failure to pay timely wages during employment or upon separation; failure to provide accurate and/or complete wage statements; failure to maintain records. The Released PAGA Claims are limited to the violations alleged in both the PAGA Notice and alleged in the operative complaint. The Released PAGA Claims will NOT include any of the underlying wage and hour claims on which the PAGA penalties are premised.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,125 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in AGC's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept AGC's calculation of Workweeks and/or Pay Periods based on AGC's records as accurate unless you send copies of records containing contrary

information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and AGC's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Martha Jimenez v. Avondale Golf Club et al.*, Riverside Superior Court Case No. CVRI2305782, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and AGC are asking the Court to approve. At least [REDACTED] days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the

Administrator's Website [redacted] (url) [redacted] or the Court's website [redacted] (url) [redacted].

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [redacted].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Martha Jimenez v. Avondale Golf Club et al.*, Riverside Superior Court Case No. CVRI2305782, and include your name, current address, telephone number, and approximate dates of employment for AGC and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [redacted] at (time) in Department 1 of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually (<https://www.riverside.courts.ca.gov/remoteppearance>.) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] (url) [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything AGC and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to APEX Class Action Administration's website at [redacted] (url) [redacted]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/>) and entering the Case Number for the Action, Case No. CVRI2305782. You can also make an appointment to personally review court documents in the Clerk's Office at the Riverside Historic Courthouse by calling (951) 777-3147.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: Young Ryu, Esq.

Email Address: young.ryu@loywr.com

Name of Firm: LOYR, APC

Mailing Address: 1055 W 7th Street, Suite 2290, Los Angeles, CA 90017

Telephone: (213) 318-5323

Settlement Administrator:

Name of Company: APEX Class Action Administration

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.