

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF NEVADA

~~JEC-BEG~~

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SCOTT SHAPIRO, DEPUTY

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 14 **FOR THE COUNTY OF NEVADA**

15 JOEL EVAN BYERS, an individual, on behalf
 16 of himself, the State of California, as a private
 17 attorney general, and on behalf of all others
 18 similarly situated,

19 Plaintiff,

20 v.

21 ALTA SIERRA COUNTRY CLUB INC., a
 22 California non-profit corporation; and DOES 1
 23 TO 50,

24 Defendants.

Case Number: CU0001357

Amended [~~Proposed~~] Order

1 **[PROPOSED] ORDER**

2 Plaintiff's unopposed Motion for Preliminary Approval of a Class Action Settlement came
3 before this Court on August 22, 2025, in Department 6, the Honorable S. Robert Tice-Raskin,
4 presiding. The Court having considered the papers submitted in support of the application of the parties,
5 **HEREBY ORDERS THE FOLLOWING:**

6 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
7 the terms set forth in the Settlement Agreement and Release of Class and PAGA Action (the
8 "Settlement Agreement") attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of
9 Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used
10 herein shall have the same meaning as defined in the Settlement Agreement. The settlement set forth
11 in the Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court
12 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$135,000.00**;
- 14 b. The Class Representative enhancement payment to the named Plaintiff of
15 **\$10,000.00**;
- 16 c. Court approved attorneys' fees to Class Counsel of up to **\$45,000.00**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$20,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**; and
- 20 f. A PAGA allocation of \$20,000.00, with **\$15,000.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 This Court has considered the papers in support of the Motion and the Settlement Agreement
24 and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for settlement
25 purposes only. Specifically, the Court finds for settlement purposes only that the proposed Class: (a) is
26 ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d) the claims of
27 the Class Representative is typical of the claims of the proposed Class Members; (e) Class
28 Representative's counsel has and is able to adequately represent the proposed Class; (f) the Class

1 Representative is adequate to represent the Class; and (g) class-wide treatment of this dispute is
2 superior to individual litigation because common issues predominate over individual issues for
3 settlement purposes.

4 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
5 subject only to any objections that may be raised at the final fairness hearing and final approval by this
6 Court.

7 A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and
8 costs to Class Counsel, and the Class Representative's enhancement award should be finally approved
9 as fair, reasonable and adequate as to the members of the Class is scheduled on the date and time set
10 forth in the Implementation Schedule.

11 This Court approves, as to form and content, the Notice of Proposed Class Action and PAGA
12 Settlement ("Class Notice"), in substantially the form attached herein as **Exhibit 1**. The Court approves
13 the procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set
14 forth in the Settlement Agreement.

15 The Court directs the mailing of the Class Notice by first class mail to the Class Members in
16 accordance with the Implementation Schedule set forth below. The Court finds the dates selected for
17 the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the
18 requirements of due process and provide the best notice practicable under the circumstances and shall
19 constitute due and sufficient notice to all persons entitled thereto.

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

21 The Court preliminary certifies for settlement purposes only the Settlement Class defined as
22 follows: *all individuals who are or were employed by Defendants as non-exempt employees during the*
23 *Class Period. See Settlement Agreement, at § 1.45. The Class Period is defined as the period from*
24 *April 26, 2020, through April 4, 2025. See Settlement Agreement, at § 1.11.*

25 Class Members who do not timely and validly Opt Out of the Class Settlement will be deemed
26 to participate in the Class Settlement and shall become Class Participants without having to submit a
27 claim form or take any other action. *See Settlement Agreement, at § 8.3. Each of the Releasing Parties,*
28 *including each Class Participant, will be bound by the release of Released Claims as a result of the*

1 Class Settlement and to the terms of the final judgment and the satisfaction of such judgment. *See*
2 Settlement Agreement, at § 12.1.

3 “Released Class Claims” shall mean those claims arising out of or related to the allegations set
4 forth in the Complaint, First Amended Complaint, and/or PAGA notice to the California Labor and
5 Workforce Development Agency that arose during the Class Period and/or PAGA Period, including
6 claims for: (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections
7 1194 and 1194.2, 1197, 1197.1, and the applicable IWC Wage Order(s); (2) failure to pay proper
8 overtime wages in violation of Labor Code sections 510, 1194, and 1198, and the applicable IWC Wage
9 Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation
10 of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant
11 meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512,
12 and the applicable IWC Wage Order(s); (5) failure to maintain accurate employment records in
13 violation of Labor Code sections 1174, and 1174.5; (6) failure to pay timely wages during employment
14 in violation of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation
15 in violation of Labor Code sections 201, 202, 203, and 256; (8) failure to reimburse business expenses
16 in violation of Labor Code sections 2802 and 2804; (9) failure to provide complete and accurate wage
17 statements in violation of Labor Code sections 226 and 226.3; (10) deceptive, fraudulent, or otherwise
18 unlawful business practices based on the foregoing in violation of California’s Unfair Competition Law
19 (Bus. & Prof. Code, §§ 17200–17210); (11) statutory penalties based on the foregoing pursuant to
20 PAGA (Lab. Code, §§ 2698-2699.6); and (12) all claims for liquidated damages, penalties, interest,
21 fees, costs based on the foregoing. *See* Settlement Agreement, at § 1.37.

22 The Court appoints Plaintiff Joel Evan Byers as Class Representative, and Jonathan Melmed
23 and Laura Supanich of Melmed Law Group P.C. as Class Counsel.

24 The Court appoints Apex Class Action Administration as the Settlement Administrator.

25 To facilitate administration of the Settlement pending final approval, the Court hereby enjoins
26 Plaintiff and all Class Members from filing or prosecuting any claims, suits or administrative
27 proceedings (including filing claims with the Division of Labor Standards Enforcement of the
28 California Department of Industrial Relations) regarding claims released by the Settlement, unless and

1 until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
2 and the time for filing claims with the Settlement Administrator has elapsed.

3 The Court orders the following **Implementation Schedule** for further proceedings:

4			
5	a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	FEB 03
6			
7	b.	Deadline for Settlement Administrator to Mail Notice to Class Members	FEB 03
8			
9	c.	Deadline for Class Members to Postmark Requests for Exclusion	FEB 03
10			
11	d.	Deadline for Class Members to submit any Objections to Settlement	FEB 03
12			
13	e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	FEB 03
14			
15	f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	FEB 03
16			
17	g.	Final Approval and Fairness Hearing	
18			
19			GFHEI FEEI
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21
22 If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday,
23 the time to act shall be extended to the next business day.

24 The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule
25 of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

1 **IT IS SO ORDERED.**

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3
4 Dated: September 23, 2025



Hon. S. Robert Tice-Raskin

Judge of the Superior Court, County of Nevada

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8 Pursuant to Rule of Court 3.1312 and Local Rule 4.12, Plaintiff provided a copy of this Amended
9 Proposed Order to Defendant's counsel by email on September 18, 2025. Defendant's counsel
10 responded by email on September 22, 2025, that they have approved the Amended Proposed Order.

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF NEVADA

I am over the age of 18 years and am employed in the county of Los Angeles, State of California. I am not a party to this action. My business address is 1801 Century Park East, Suite 850, Los Angeles, California 90067.

I declare that on the date hereof, September 22, 2025, I served the foregoing document(s) described as:

- **Amended [Proposed] Order**

By causing a true copy thereof to be sent to the following individuals and/or parties:

LEWIS BRISBOIS

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[XX] BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on September 22, 2025, in Los Angeles, California.



Gustavo Alvarez