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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

14 KIMBERLY DOEPKEN, individually, and on
behalf of all others similarly situated,

15 *Plaintiff,*

16 v.

17 NORTH RIDGE COUNTRY CLUB, a
18 California nonprofit corporation; and DOES 1
through 10, inclusive,

19 *Defendants.*

Lead Case No.: 23CV005710
Consolidated with Case No. 24CV002362

*[Assigned for All Purposes to the Hon. Lauri
A. Damrell, Dept. 22]*

**REVISED ~~PROPOSED~~ ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Compliance Hearing:

Date: February 6, 2026

Time: 10:30 a.m.

Div.: 22

Action Filed: July 31, 2023

1 **PROPOSED** ORDER

2 Having reviewed Plaintiff Kimberly Doepken’s (“Plaintiff”) Motion for Preliminary
3 Approval of Class Action and PAGA Settlement (“Motion”), the Declaration of John G. Yslas,
4 the Declaration Kimberly Doepken, the Declaration of Sean Hartranft, and the Class Action and
5 PAGA Settlement Agreement and Class Notice (“Settlement Agreement”), and good cause
6 appearing, the Court finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
10 terms set forth in the Settlement Agreement between Plaintiff and Defendant North Ridge
11 Country Club (“Defendant”), attached to the Declaration of John G. Yslas in Support of
12 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$800,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
18 a \$20,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
19 which (\$15,000.00) will be paid to California’s Labor & Workforce Development Agency and
20 25% of which (\$5,000.00) will be paid to eligible Aggrieved Employees; (c) Class
21 Representative Service Payment of up to \$10,000.00 to Plaintiff; (d) Class Counsel’s attorneys’
22 fees, not to exceed one third (1/3) of the Gross Settlement Amount (currently estimated to be
23 \$266,640.00), and up to \$27,000.00 in costs for actual litigation expenses incurred by Class
24 Counsel; and (e) Settlement Administration Costs of up to \$8,650.00.

25 3. The Court preliminarily finds that the terms of the Settlement appear to be within
26 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
27 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
28 and reasonable to the Class Members when balanced against the probable outcome of further

1 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
2 significant informal discovery, investigation, research, and litigation have been conducted such
3 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
4 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
5 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
6 the result of intensive, serious, and non-collusive negotiations between the Parties with the
7 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
8 that the Settlement Agreement was entered into in good faith.

9 4. A final approval hearing on the question of whether the proposed Settlement,
10 attorneys' fees and costs to Class Counsel, the PAGA Penalties, and the Class Representative
11 Service Payment should be finally approved as fair, reasonable and adequate as to the members
12 of the Class is hereby set in accordance with the Implementation Schedule set forth below.

13 5. The Court provisionally certifies for settlement purposes only the following class
14 (the "Class"): "all persons currently or formerly employed by Defendant North Ridge Country
15 Club as hourly-paid, non-exempt employees in the State of California during the Class Period."

16 6. "Class Period" means the period from February 3, 2019, through May 6, 2025.

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

25 8. The Court appoints as Class Representative, for settlement purposes only,
26 Plaintiff Kimberly Doepken. The Court further preliminarily approves Plaintiff's ability to
27 request a class representative service payment of up to \$10,000.00 for Plaintiff.

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1 9. The Court appoints, for settlement purposes only, John G. Yslas, Diego Aviles,
2 Harry Erganyan, Mariam Nazaretyan, Emily K. Borman, and Courtney M. Miller of Wilshire
3 Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel’s
4 ability to request attorneys’ fees of up to one third (1/3) of the Gross Settlement Amount
5 (currently estimated to be \$266,640.00), and actual costs not to exceed \$27,000.00.

6 10. The Court appoints Apex Class Action Administration as the Settlement
7 Administrator with reasonable administration costs estimated not to exceed \$8,650.00.

8 11. The Court approves, as to form and content the revised Class Notice which is
9 attached to the Declaration of Courtney M. Miller in Support of Plaintiff’s Motion for
10 Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 3**. The Court finds on
11 a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies
12 due process, provides the best notice practicable under the circumstances, and shall constitute
13 due and sufficient notice to all persons entitled thereto.

14 12. Any Class Member who does not timely and validly request exclusion from the
15 Settlement may object to the Settlement Agreement.

16 13. The Parties are ordered to carry out the Settlement according to the terms of the
17 Settlement Agreement.

18 14. The Court orders the following Implementation Schedule:

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Event	Timing
Class Information: Last day for Defendant to provide Class Information to the Administrator	7 days after the Court grants Preliminary Approval of the Settlement
Class Notice: Last day for Administrator to mail the Class Notice to Class Members	14 days after receipt of the Class Information

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