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BY SUPERIOR COURT OF CALIFORNIA, COUNTY OF NEVADA
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NEVADA

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

Plaintiff,

v.

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

Defendants.

Case Number: CU0001357

Order Reflecting the Ruling at Final Approval Hearing of Class Action Settlement

Date: February 13, 2026
Time: 10:00 am
Dept.: 6
Judge: Hon. S. Robert Tice-Raskin

Complaint Filed: April 26, 2024
FAC Filed: September 20, 2024

On February 13, 2026, the Court held a hearing on Plaintiff's Motion for Final Approval of Class Action Settlement.

The Court grants Plaintiff's motion for final approval of the settlement, and Plaintiff's motion for class counsel attorneys' fees and expenses and service awards.

The notice of final judgment will be given to class members by posting the Settlement on the Settlement Administrator's website, see California Rules of Court, rule 3.771(b).

Plaintiff will be required to timely submit its report of compliance before the final status hearing. A final status hearing regarding accounting and distribution of the settlement funds is set for September 17, 2027, at 10 am in Dept. 6.

Factual Background

On or about April 26, 2024, Plaintiff commenced the present action alleging various claims against Defendants both as an individual and as a class action and a representative action under the Private Attorney General Act ("PAGA"). The Complaint alleges causes of action for all of the following: (1) failure to pay minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the Applicable Wage Order; (2) failure to pay proper overtime wages in violation of Labor Code sections 510, 1197, and 1198, and the Applicable Wage Order; (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the Applicable Wage Order; (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the Applicable Wage Order; (5) failure to maintain accurate employment records in violation of Labor Code section 1174; (6) failure to pay timely wages during employment in violation of Labor Code sections 204, 210; (7) failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202, and 203; (8) failure to indemnify all necessary business expenditures in violation of Labor Code section 2802; (9) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (10) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210). On or about

September 20, 2024, the parties filed a joint stipulation for leave to file Plaintiff's First Amended Complaint ("FAC") alleging the above causes of action, and adding a cause of action for penalties based on the foregoing pursuant to PAGA (Lab. Code §§ 2698-2699.6).

Plaintiff now seeks final approval of their settlement agreement in the amount of $135,000.00 as the total settlement amount, which will be subject to deductions for attorneys' fees and costs, class incentive payment, payment to the LWDA, and payment to the settlement administrator.

<u>Analysis</u>

California Rules of Court, rule 3.769(a) mandates court approval for the dismissal, compromise, or settlement of a state class action case. The approval procedure has three distinct steps: (1) preliminary settlement; (2) dissemination of notice to class members; and (3) the final settlement approval hearing. The present motion concerns the final step.

1. Settlement Class Certification

Code of Civil Procedure section 382 has two minimum requirements to sustain a class action: (1) an "ascertainable" class; and (2) a well-defined "community of interest" in questions of law and fact. Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1806; see also Sav-On Drug Stores, Inc. v. Superior Court (2004) 34 Cal.4th 319, 326.

As to the first element, for a class to be "ascertainable," it must be sufficiently numerous such that it would be impractical to bring them all before the court. Richmond v. Dart Industries, Inc. (1981) 29 Cal.3d 462, 470. It also requires class members to be readily and easily identifiable so that it is possible "to give adequate notice to class members." Archer v. United Rentals, Inc. (2011) 195 Cal.App.4th 807, 828.

The second element – the existence of a well-defined "community of interest" – embodies three separate factors: (1) predominant common questions of law or fact; (2) the class representative has claims or defenses typical of class members; and (3) the class representative can adequately represent the class. Richmond, 29 Cal.3d at 470. The standards for satisfying this standard vary based on whether the class being certified is a settlement class or a litigation class. A settlement class, which is at issue here, is held to a lower standard of scrutiny. Global Minerals & Metals Corp. v. Superior Court (2003) 113 Cal.App.4th 836, 859; Dunk, 48 Cal.App.4th at 1807.

At bar, the class is comprised of one-hundred and fifty-two (152) individuals defined as "all individuals who are or were employed by Defendants as non-exempt employees in California from April 26, 2020 through April 4, 2025." Motion, 8:5-6. Plaintiff was employed by Defendant as a Grounds Crew Manager and Store Assistant in the Grass Valley and Alta Sierra area from about August 2020 to January 2024, working various shifts, typically 8 hours per day, five days per week. Melmed Decl. ISO Prelim. Approval, ¶ 7. In connection with the motion for preliminary approval, Plaintiff indicated the class contained one-hundred and thirty-three (133) Class Members, and the Class Period was the "period of time from April 26, 2020, through April 4, 2025." Id. at ¶ 65.

Given the foregoing, the Court finds the proposed class, as previously approved, is ascertainable, sufficiently numerous, and readily identifiable. The Court also finds there is a well defined "community of interest." Therefore, the Court confirms that this action is properly certified as a class action on behalf of the settlement class.

2. The Settlement

a. The Legal Standard

With respect to the settlement, it is "the court that bears the responsibility to ensure that the recovery represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing litigation." Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129. The court is effectively a "guardian of the class" and has "a fiduciary responsibility … [to safeguard] the rights of the absentee class members when deciding whether to approve a settlement agreement." Id. The court may not give rubber-stamp approval, but must instead "independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished." Id. at 130 (this determination requires a "sufficiently developed" factual record).

b. Fairness and Reasonableness of the Settlement

As part of the Court's approval process, the moving party must demonstrate that the settlement is "fair, reasonable and adequate." Dunk, 48 Cal.App.4th at 1801. This determination of settlement fairness is ultimately left to the "broad discretion" of the reviewing trial court. Id. at

1801-1802 ("the [trial] court's determination [of fairness] is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice'"); see also Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234.

In making its assessment, the Court considers the factors outlined in Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, including, but not limited to: (1) the strength of plaintiffs' case; (2) he risk, expense, complexity, and the likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence (or lack thereof) of a governmental participant; and (8) the reaction of the class members to the proposed settlement. Id. at 1803.

At the time of final approval, the Court also assesses whether the PAGA portion of the settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." See Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 64-65.

Plaintiff claims that prior to arriving at the settlement the parties thoroughly investigated the facts relating to the class and PAGA claims and engaged in a review of the related legal principles. Melmed Decl. ISO Prelim. Approval, ¶¶ 12-13; Dordi Decl. ISO Final Approval, ¶ 21. Plaintiff contends her counsel conducted significant informal discovery in connection with private mediation and that Defendant provided its relevant policies and employee handbook, as well as a sampling of records for randomly-selected employees providing a statistically significant sample size, including payroll records and timesheets for the Class Members' shifts during the Class Period. Melmed Decl. ISO Prelim. Approval, ¶¶ 12-13. The investigation also included numerous telephonic conferences with Plaintiff; inspection and analysis of Defendant's relevant policies and employee handbook; analysis of work-related data from the sample set of Class Members; an analysis of the legal positions taken by Defendant; analysis of potential classwide damages; and assembling and analyzing data for damages calculations. Mot. Final Approval, 11:7-17; Melmed Decl. ISO Prelim. Approval, ¶ 12.

Based on the class data provided by Defendant, Plaintiff estimates that Defendant would face potential liability of approximately $700,000.00 for the class claims if Plaintiff were to prevail at trial.

Melmed Decl. ISO Prelim. Approval, ¶ 58. Plaintiff calculated the final Settlement Class of 152 Settlement Class Members who worked a total of 6,952 Compensable Workweeks during the Class Period. Apex Dec., ¶ 15; Mot. Final Approval, 8:10-11.

The Parties engaged in a full day of mediation on April 4, 2025 with mediator Daniel J. Turner, Esq., which facilitated the settlement. Melmed Decl. ISO Prelim. Approval ¶ 14.

As to risks, expenses, complexity, liability, and further duration, Plaintiff indicates a belief that Defendants' maximum possible liability exposure of approximately $700,000.00. Melmed Decl. ISO Prelim. Approval, ¶ 58. Plaintiff acknowledges Defendant may have viable factual and legal defenses to its claims and notes that the proposed settlement amount was arrived at with such considerations in mind. Id. at ¶ 49-57. Plaintiff also acknowledges possible issues related to possible class certification, as well as inevitable post-trial motions and appeals. Id. at ¶¶ 59, 61.

In connection with the fairness determination, the Court also notes that there has been one request for exclusion, and no notices of objection, or class count disputes. Apex Decl., ¶¶ 11-13.

For all the foregoing reasons, the Court finds that the settlement is "fair, reasonable, and adequate" within the meaning of Dunk and Kullar.

3. Attorneys' Fees and Costs

There are two primary methods for determining whether attorneys' fees are "fair and reasonable" in the context of class action litigation: (1) the percentage method; or (2) the lodestar method. Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 506. The former method is most appropriate when the settlement amount is clearly defined. Id. at 503-504; see also Lealao v. Beneficial Cal., Inc. (2000) 82 Cal.App.4th 19, 49. As is this Court's typical practice, the trial court can also provide a "lodestar cross-check" to further confirm reasonableness. Laffitte, 1 Cal.5th at 503. Ultimately, however, it is left to the trial court's sound discretion as to which method to employ in assessing reasonableness. Id. at 506.

Plaintiff's class counsel seeks approval of attorneys' fees in the amount of $45,000.00 (approximately one third of the total recovery) and costs incurred in the amount of $11,817.15. Dordi Decl. ISO Final Approval, ¶¶ 6, fn. 2. See e.g., Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 67, fn. 11 ("empirical studies show that … fee awards in class actions average around one-third of the recovery")

As to the attorney's fees, Counsel indicates that at present approximately 78 hours have been expended by class counsel in this matter. Dordi Decl. ISO Final Approval, ¶ 24. Counsel anticipates an additional 15 hours will be necessary to finalize the settlement, including time spent editing the final approval papers, appearing at the final approval hearing, corresponding with the settlement administrator and opposing counsel throughout the settlement administration process, corresponding with client and class members, writing tax letters to Class Counsel's client, notifying the LWDA of the final approval order, moving the finally approved settlement through funding and distribution, and other typical and reasonably necessary tasks that arise post-final approval. Dordi Decl. ISO Final Approval, ¶ 26. In applying a lodestar cross-check, counsel declares the lodestar to date is $47,604.25, exclusive of costs, with work remaining, and thus the requested attorneys' fees of $45,000.00 are approximately equal to Class Counsel's lodestar without a multiplier. Dordi Decl. ISO Final Approval, ¶ 24; Mot. Final Approval, 28:13-15.

Once the lodestar has been calculated, the Court may, as requested, adjust it through use of a multiplier "based on consideration of factors specific to the case, in order to fix the fee at the fair market value for the legal services provided." Ketchum v. Moses (2001) 24 Cal.4th 1122, 1135. Contingent risk alone may justify a lodestar enhancement. Sonoma Land Trust v. Thompson (2021) 63 Cal.App.5th 978, 988; see also Ketchum, 24 Cal.4th at 1138.

Here, no adjustment of the fee is requested or necessary.

The Court finds the hours worked, the rates of compensation, and the proposed lodestar multiplier are all reasonable and supported by the accompanying declarations. As to the requested costs, the amount is less than the amount for which preliminary approval was granted and is adequately supported.

Accordingly, the requests for attorneys' fees and costs are approved as prayed.

4. Payment to Class Representative

"[I]t is established that named plaintiffs are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class." Munoz v. BCI Coca-Cola Bottle Co. of Los Angeles (2010) 186 Cal.App.4th 399, 412; see also Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806-807. Those incentive payments, however, may not be summarily granted without due regard to the provided evidence; the propriety of such payments is to be assessed on the evidence presented in the competent declarations in support thereof. See Clark, 175 Cal.App.4th at 806-807 (appellate court refused to sanction trial court's incentive awards which were based on "nothing more than pro forma claims").

Here, proposed class representative, Joel Evans Byers, has provided an additional declaration with the motion for final approval attesting to his involvement and the work he has performed on the case. Byers Decl. ISO Final Approval, ¶¶ 7, 10. The $10,000 payment requested is reasonable and granted as prayed.

5. Class Administrator

The Court previously authorized an estimated payment of no more than $15,000.00 to the approved settlement administrator, Apex Class Action, LLC ("Apex"). Apex is tasked with sending class notices and generally administering this settlement. The Court is in receipt of a declaration from Apex case manager, Katie Tran, which contains a detailed description of Apex's activities in connection with this administration. See generally Apex Declaration. Apex asserts its comprehensive fees and costs for administering the Settlement, both incurred and anticipated, is $5,250.00. Apex Decl., ¶ 18. Class administrator fees are approved in the amount of $5,250.00, subject to Apex filing a detailed breakdown of costs.

6. PAGA Penalties

The proposed settlement includes PAGA penalties and payment to the LWDA of $20,000.00 from the Gross Settlement Account, comprised of $15,000.00 PAGA payment to LWDA and $5,000.00 PAGA payment to be allocated to Aggrieved Employees. Apex Decl., ¶¶ 15-16. There are 84 aggrieved employees, defined as "all individuals who are or were employed by Defendants as non-exempt employees in California during the PAGA Period of April 26, 2023 through April 4, 2025. Apex Decl., ¶ 16; Notice of Proposed Class Action and PAGA Settlement, 3.4. Notice of the proposed settlement and Preliminary Approval Order was given to the LWDA. Dordi Decl., ¶ 31, Exh. C. Per Plaintiff, the LWDA did not register an objection. The Proposed PAGA payment is ______ approved as prayed.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: March 10, 2026

Judge of the Superior Court, County of Nevada

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, March 9, 2026, I served the foregoing document(s) described as:

- **ORDER REFLECTING THE RULING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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

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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 March 9, 2026, in Los Angeles, California.

Jennifer Hernandez
Jennifer Hernandez