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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange  
**12/14/2018** at 04:29:00 PM  
Clerk of the Superior Court  
By Sarah Loose, Deputy Clerk

9 Attorneys for Plaintiffs JIM GOODWIN, and RYAN AVERKIEFF

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

12 JIM GOODWIN, and RYAN AVERKIEFF on  
13 behalf of themselves and all others similarly  
14 situated;

15 Plaintiffs,

16 v.

17 CSI AT PH, LLC, a California limited liability  
18 company; CADDIE SERVICES, INC., a  
19 Delaware corporation; CADDIE SERVICES,  
20 LLC, a Delaware limited liability company;  
21 CADDIE MASTER ENTERPRISES, INC., a  
22 Delaware corporation; CADDIE MASTER  
23 ENTERPRISES, LLC, a Delaware limited  
24 liability company; TROON GOLF, LLC, a  
25 Delaware limited liability company; THE  
26 IRVINE COMPANY LLC, a Delaware limited  
27 liability company; and DOES 1 through 100,  
28 inclusive,

Defendants.

Case No.: 30-2016-00844674-CU-OE-CXC

Assigned for All Purposes to:  
*The Hon. Randall J. Sherman*  
Dept.: CX-105

**NOTICE OF ENTRY OF ORDER RE:  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
MOTION FOR ATTORNEYS' FEES AND  
COSTS**

Filing Date: April 5, 2016  
Trial Date: None Set

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1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD HEREIN:**

2 PLEASE TAKE NOTICE that on December 14, 2018, the Honorable Randall J. Sherman in  
3 Department CX105 of the Orange County Superior Court issued an Order granting Plaintiffs'  
4 Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and  
5 Costs. A true and correct copy of the Court's Order Granting Final Approval of Class Action  
6 Settlement and Motion for Attorneys' Fees and Costs is attached hereto as **Exhibit A.**

7 Dated: December 14, 2018

**VERUM LAW GROUP, APC**

8  
9 By: /s/ Sam Kim  
Sam Kim

10 Attorney for Plaintiffs Jim Goodwin and  
11 Ryan Averkieff, and all others similarly  
12 situated  
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# EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

JIM GOODWIN, and RYAN AVERKIEFF on  
behalf of themselves and all others similarly  
situated;

Plaintiffs,

v.

CSI AT PH, LLC, a California limited liability  
company; CADDIE SERVICES, INC., a  
Delaware corporation; CADDIE SERVICES,  
LLC, a Delaware limited liability company;  
CADDIE MASTER ENTERPRISES, INC., a  
Delaware corporation; CADDIE MASTER  
ENTERPRISES, LLC, a Delaware limited  
liability company; TROON GOLF, LLC, a  
Delaware limited liability company; THE  
IRVINE COMPANY LLC, a Delaware limited  
liability company; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 30-2016-00844674-CU-OE-CXC

Assigned for All Purposes to:  
*The Hon. Randall J. Sherman*  
Dept.: CX-105

**ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
MOTION FOR ATTORNEYS' FEES AND  
COSTS**

Date: December 7, 2018  
Time: 10:00 a.m.

Filing Date: April 5, 2016  
Trial Date: None Set

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1 This matter came on for hearing on December 7, 2018, at 10:00 a.m., in Department CX-105 of  
2 the above-referenced Court, located at 751 West Santa Ana Blvd., Santa Ana, California 92701, on the  
3 Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs  
4 (collectively, "Motions"). Plaintiffs JIM GOODWIN and RYAN AVERKIEFF (hereinafter  
5 "Plaintiffs") appeared through their attorneys of record. Defendants CSI at PH, LLC, CADDIE  
6 SERVICES, INC., CADDIE SERVICES, LLC, TROON GOLF, LLC, and THE IRVINE COMPANY  
7 LLC (hereinafter "Defendants") appeared through their counsel of record.

8 Based on questions raised by two Class Members who appeared at the previous hearing on  
9 October 26, 2018 and who were determined by the Settlement Administrator to have not provided  
10 compliant requests for exclusion, the Court continued the hearing on the Motions to December 7, 2018  
11 and set a deadline of November 27, 2018 for submission of pleadings on the adequacy of the requests  
12 for exclusion.

13 Having fully reviewed and considered the Motions and moving papers, and having analyzed the  
14 Joint Stipulation Re: Settlement of Class Action ("Settlement Agreement") and Addendum to Joint  
15 Stipulation Re: Settlement of Class Action ("Addendum") attached collectively as Exhibits "A" and  
16 "B," respectively, to the Declaration of Sam Kim filed concurrently with the Motions, and the record  
17 and proceedings herein, having reviewed the supplemental briefing regarding the opt-out requests by  
18 Edward Spillane and Daniel Ayala, having determined that the Settlement is fair, adequate, and  
19 reasonable, and otherwise being fully informed, the Court finds, concludes, and hereby orders as  
20 follows:

21 1. This Order Granting Final Approval of Class Action Settlement incorporates by  
22 reference the definitions set forth in the Settlement Agreement, attached as Exhibit "A" to the  
23 Declaration of Sam Kim filed with the Motions, and all terms used herein shall have the same meanings  
24 as set forth in the Settlement Agreement.

25 2. The Court hereby approves the terms set forth in the Settlement Agreement and finds  
26 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in the best interests  
27 of the Class, and directs the Parties to effectuate the Settlement Agreement according to its terms  
28 except as modified herein. The Court has jurisdiction over the subject matter of this proceeding and  
over all Parties to this proceeding, including Class Members.

1           3.       The Court certifies the Class under California Code of Civil Procedure section 382 for  
2 purposes of settlement only based on the reasons set forth in this Order, and defined as follows:

3           All current and former caddies and forecaddies who provided and are providing caddie and/or  
4 forecaddie services to golfers at Pelican Hill Golf Club at The Resort at Pelican Hill within the  
5 State of California at any time during the period from April 5, 2012 through the date of  
6 preliminary approval of the settlement.

7           4.       Each Participating Class Member will release Defendants and all of its/their present,  
8 past and future subsidiaries, affiliates, parents, indirect-subsiidiaries, indirect-parents, and attorneys and  
9 each of their company-sponsored employee benefit plans, and their respective successors and  
10 predecessors in interest, all of their respective officers, directors, employees, members, administrators,  
11 fiduciaries, trustees, beneficiaries and agents, and each of their past, present, and future officers,  
12 directors, shareholders, owners, members, employees, agents, principals, heirs, representatives,  
13 accountants, auditors, consultants, insurers and reinsurers (the "Released Parties") from:

14           All claims for wages, statutory and civil penalties, damages and liquidated damages, restitution,  
15 interest, attorneys' fees and costs that were or could have been alleged under California law based on  
16 the factual allegations contained in the First-Amended Complaint, from April 5, 2012 through the date  
17 of the Court's preliminary approval of the Settlement ("Released Claims").

18           5.       In addition to the Released Claims, Plaintiffs acknowledge that they are aware that they  
19 or their attorneys may hereafter discover claims or facts in addition to or different from those now  
20 known or believed to be true with respect to the subject matter of this Settlement Agreement and/or the  
21 Released Claims. Plaintiffs hereby fully release and forever discharge the Released Parties from any  
22 and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities,  
23 demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or  
24 whatever kind or nature, whether known or unknown, suspected or unsuspected (exclusive of any  
25 workers compensation claims), including but not limited to: (1) the Action and any claims arising out  
26 of or related to the Action; (2) any claims for wrongful termination, discrimination, harassment, and/or  
27 retaliation; (3) any act, omission, or occurrence arising out of or related to Plaintiffs' provision of  
28 forecaddie services at Pelican Hill Golf Club at The Resort at Pelican Hill occurring on and before the  
Final Effective Date of the Settlement; and (4) and any other form of relief or remedy of any kind,  
nature, or description whatsoever, whether premised on statute, contract, tort or other theory of liability  
under state, federal or local law. Plaintiffs hereby each agree that, notwithstanding § 1542 of the

1 California Civil Code, all claims that Plaintiffs may have, known or unknown, suspected or  
2 unsuspected, are hereby released. California Civil Code section 1542 provides:

3 **“A general release does not extend to claims which the creditor does**  
4 **not know or suspect to exist in his or her favor at the time of**  
5 **executing the release, which if known by him or her must have**  
6 **materially affected his or her settlement with the debtor.”**

7 Plaintiffs each expressly waive the provisions of §1542 with full knowledge and with the  
8 specific intent to release all known or unknown, suspected or unsuspected claims arising on or before  
9 the Effective Date of the Settlement, and therefore specifically waive the provisions of any statute, rule,  
10 decision or other source of law of the United States or of any state of the United States or any  
11 subdivision of a state which prevents release of unknown claims.

12 6. The distribution of the Notice of Proposed Class Action Settlement (“Class Notice”) to  
13 the Class as set forth in the Settlement Agreement has been completed in conformity with the  
14 Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings and about  
15 the case, including the proposed settlement terms as set forth in the Settlement Agreement. The Class  
16 Notice fully satisfied due process requirements. The Class Notice was sent via U.S. Mail and  
17 electronic mail to all persons entitled to such notice and to all Class Members who could be identified  
18 through reasonable effort. As executed, the Class Notice as the best notice practicable under the  
19 circumstances. Class Members were afforded the opportunity to exclude themselves or object to the  
20 Settlement. No Class Member objected to the Settlement, and one Class Member, Edward Spillane,  
21 submitted a deficient and unsatisfactory request for exclusion, and one Class Member, Daniel Ayala, a  
22 late oral request for exclusion from the Settlement. Following consideration of further briefing on these  
23 two non-compliant requests for exclusion, the Court denies their requests for exclusion and they are  
24 Participating Class Members.

25 7. The Court finds that the Settlement Agreement has been reached as a result of informed  
26 and non-collusive arms-length negotiations. Consummation of the Settlement in accordance with the  
27 terms and provisions of the Settlement Agreement is therefore approved. The Settlement Agreement  
28 shall be binding upon all Class Members who did not timely opt out.

8. The Settlement Agreement is not an admission by Defendants, nor is this Order a  
finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the  
Settlement Agreement, or any document referred to herein, or any action taken to carry out the

1 Settlement Agreement, shall be construed or deemed to be an admission of liability, culpability,  
2 negligence, or wrongdoing on the part of Defendants.

3 9. The Gross Settlement Amount is Five Hundred Twenty-Five Thousand Dollars and Zero  
4 Cents (\$525,000.00), which shall represent the total consideration to be paid by CSI at PH, LLC on  
5 behalf of all Defendants in connection with this Settlement, except that the Gross Settlement Amount is  
6 subject to a credit for monies previously paid to Participating Settlement Class Members who entered  
7 into Pick Up Stix settlement agreements with CSI at PH, LLC during the pendency of this Action.  
8 Defendants shall have no further liability for costs, expenses, interest, taxes, attorneys' fees, or for any  
9 other charge, expense, or liability, except as provided in the Settlement Agreement.

10 10. The Court hereby confirms that Plaintiffs Jim Goodwin and Ryan Averkieff are  
11 approved as the Class Representatives in this Action. The Court further awards enhancement awards of  
12 \$5,000.00 to Plaintiff Jim Goodwin and \$1,000.00 to Plaintiff Ryan Averkieff. The payment of the  
13 enhancement awards to the Class Representatives shall be made in accordance with the terms of the  
14 Settlement Agreement.

15 11. The Court hereby approves Sam Kim and Yoonis Han of Verum Law Group, APC as  
16 Class Counsel, and awards attorneys' fees in the amount of \$175,000.00 and for costs in the amount of  
17 \$23,534.88. These amounts shall be final payment for and completely satisfy any and all attorneys'  
18 fees and costs incurred by and/or owed to Class Counsel. The Court finds that Class Counsel's  
19 requested attorneys' fees and costs fall within the range of reasonableness. The payment of fees and  
20 costs to Class Counsel shall be made in accordance with the Settlement Agreement.

21 12. The Court further approves the payment of \$7,950.00 to Phoenix Settlement  
22 Administrators for the fees and costs of administering the Settlement as set forth in the Settlement  
23 Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms of  
24 the Settlement Agreement.

25 13. The Court further approves that \$7,500.00 will be paid from the Gross Settlement  
26 Amount to the Labor and Workforce Development Agency ("LWDA") as its 75% share of the  
27 \$10,000.00 portion of the Settlement attributable to claims for civil penalties brought under PAGA.

28 14. The Settlement Administrator shall promptly calculate and mail the checks to those  
Class Members who have not properly opted out and cause to be paid attorneys' fees, costs,



1 enhancements and LWDA payment as approved by the Court and in accordance with the terms of the  
2 Settlement Agreement. A Class Member must cash his or her Check within One Hundred Twenty  
3 (120) days after it is mailed to him or her. Any Check that is not negotiated within One Hundred  
4 Twenty (120) days of mailing to a Participating Settlement Class Member, or that is undeliverable,  
5 shall be distributed as follows: twenty-five percent (25%) to the State Treasury for deposit in the Trial  
6 Court Improvement and Modernization Fund; twenty-five percent (25%) to the State Treasury for  
7 deposit into the Equal Access Fund of the Judicial Branch; and fifty-percent (50%) to non-profit First  
8 Tee of Orange County. The Court finds that there is good cause pursuant to Code of Civil Procedure  
9 section 384 to transmit unclaimed funds in this manner.

10 15. The Parties agree that, upon final approval of the Settlement, the Court shall enter  
11 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the  
12 construction, interpretation, implementation and enforcement of the Settlement Agreement according to  
13 its terms, and over the administration and distribution of the settlement proceeds.


14 16. The Order shall be entered pursuant to the Settlement Agreement and is intended to  
15 effectuate the settlement as more fully described in the Settlement Agreement. In the event that the  
16 Settlement does not become effective in accordance with the terms of the Settlement Agreement, then  
17 this Order shall be rendered null and void to the extent provided by and in accordance with the  
18 Settlement Agreement and shall be vacated.

19 17. The court sets a Final Report Hearing for August 23, 2019 at 10:00 a.m., to confirm that  
20 distribution efforts are fully completed, including the distribution of uncashed Class Member checks to  
21 the designated entities after 120 days, that the Administrator's work is complete, and that the court's  
22 file thus may be closed. All supporting papers must be filed at least two weeks before the Final Report  
23 Hearing date.

24 18. Plaintiffs are ordered to give notice of the ruling to the LWDA, and to defendants unless  
25 they waive notice.

26 **IT IS SO ORDERED.**

27 **Date Judge Signed: December 14, 2018**



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Hon. Randall J. Sherman  
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 CCP §1013a(3)

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of  
5 eighteen years and not a party to the within action; my business address is 841 Apollo Street, Suite  
6 340, El Segundo, California 90245.

7 On the date below, I served the foregoing document(s), described as **NOTICE OF ENTRY  
8 OF ORDER RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT  
9 AND MOTION FOR ATTORNEYS' FEES AND COSTS**, on each of the interested parties in this  
action by placing  the original  a true copy thereof enclosed in sealed envelopes addressed as  
follows (or as addressed on the attached mailing list):

10 Attorneys for Defendants CSI at PH, LLC, Caddie Services, LLC, on its behalf and on behalf of  
11 Caddie Services, Inc., Troon Golf, LLC, and Irvine Company LLC

12 George J. Tichy  
13 Michael F. McCabe  
**LITTLER MENDELSON PC**  
14 333 Bush street, 34<sup>th</sup> floor  
15 San Francisco, CA 94104  
16 gtichy@littler.com  
mmccabe@littler.com

17 Attorney for Class Members Daniel Ayala and  
18 Edward Spillane  
19 William M. Crosby, Attorney at Law  
13522 Newport Ave., Ste. 201  
20 Tustin, CA 92780  
wcrosby@wcrosbylaw.com

21  **BY ONE LEGAL:** A true and correct copy of the above document was  
22 electronically served on counsel(s) of record through One Legal's e-service and/or e-copy  
23 transmission service system.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing  
25 is true and correct.

26 Executed on December 4, 2018, at El Segundo, California.

27   
28 \_\_\_\_\_  
Sam Kim