

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

NOV 01 2019

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**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

~~PROPOSED~~ JUDGMENT

Hearing Date: November 1, 2019
Time: 10:00 a.m.

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

///

///

///

///

~~PROPOSED~~ JUDGMENT

Pursuant to the Order Granting Motion for Final Approval of Class Action Settlement ("Final Approval Order"), JUDGMENT IS HEREBY ENTERED AS FOLLOWS:

1. This Judgment is entered in accordance with and incorporates by reference the Court's Order Granting Final Approval of Class Action Settlement and Motion for Attorneys' Fees and Costs on December 14, 2018 and the definitions in the Addendum to the Joint Stipulation Regarding Class Action Settlement ("Addendum") attached as Exhibit B to the Supplemental Declaration of Sam Kim in Support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement filed on April 2, 2018 and the Joint Stipulation Regarding Settlement of Class Action attached as Exhibit A to the Declaration of Sam Kim in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed on January 24, 2018. (collectively, "Settlement Agreement") and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement. Pursuant to Rule 3.769 (h) of the California Rules of Court, the Court hereby enters judgment consistent with and expressly set forth in the Settlement Agreement in the above-entitled case for Plaintiffs Jim Goodwin and Ryan Averkieff and the Class Members.

2. Class Counsel shall file this Judgment, and provide the same to the Settlement Administrator, who shall post the Judgment on the Settlement Administrator's website (<http://www.phoenixclassaction.com/class-action-lawsuits/judgements/>) within seven (7) calendar days after Judgment. The Settlement Administrator shall post a copy of this signed judgment for thirty (60) calendar days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of this Judgment.

3. The Class Members bound by this Judgment include "all current and former caddies and forecaddies who provided and are providing caddie and/or forecaddie services to golfers at Pelican Hill Golf Club at The Resort at Pelican Hill within the State of California at any time during the period from April 5, 2012 through the date of preliminary approval of the settlement."

4. There were no valid opt outs by any Class Member to the Settlement Agreement.

5. The Individual Settlement Payments to Class Members shall be made from the Net Settlement Amount according to the terms of the Settlement Agreement. The Net Settlement Amount is equal to the Gross Settlement Amount of \$525,000.00, subject to a credit for monies paid to Class

1 Members who entered into Pick Up Stix settlement agreements with CSI at PH, LLC, and minus the
2 following payments:

- 3 a. \$5,000.00 shall be paid to class representative Jim Goodwin and \$1,000.00 shall be paid
4 to class representative Ryan Averkieff;
- 5 b. \$7,950.00 in settlement administration fees and costs shall be paid to Phoenix
6 Settlement Administrator for the fees and costs of administering the Settlement;
- 7 c. \$175,000.00 in attorney's fees shall be paid to Verum Law Group, APC ("Class
8 Counsel");
- 9 d. \$23,534.88 in costs shall be paid to Class Counsel;
- 10 e. \$7,500.00 shall be paid to the California Labor and Workforce Development Agency for
11 its share of penalties under the California Labor Code Private Attorneys General Act of
12 2004 ("PAGA").

13 6. Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
14 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action,
15 the Plaintiffs, class members, and Defendants for the purposes of: (a) supervising the implementation,
16 enforcement, construction, and interpretation of the Settlement Agreement, the Final Approval Order,
17 and this Judgment; and (b) supervising distribution of amounts paid under this settlement.

18 7. The scope of the release for Class Member is as follows: all claims for wages,
19 statutory and civil penalties, damages and liquidated damages, restitution, interest, attorneys' fees
20 and costs that were or could have been alleged under California law based on the factual allegations
21 contained in the First-Amended Complaint, which include claims for: (1) failure to pay all wages; (2)
22 failure to provide meal periods or compensation in lieu of; (3) failure to provide rest breaks or
23 compensation in lieu of; (4) failure to reimburse for business expenses; (5) failure to provide accurate
24 itemized wage statements; (6) violation of wage theft prevention act; (7) waiting time penalties; (8)
25 violation of the Unfair Business Practices Act; and (9) penalties pursuant to Labor Code § 2699, from
26 April 5, 2012 through the date of the Court's preliminary approval of the Settlement, and the release
27 shall be effective on the Effective Date. ("Released Claims")

28 8. In addition, each Class Member will release CSI at PH, LLC; Caddie Services, LLC;
Caddie Services, Inc.; Troon Golf, LLC; The Irvine Company, LLC; Caddie Master Enterprises, Inc.;


1 Caddie Master Enterprises, LLC and all of its/their present, past and future subsidiaries, affiliates,
2 parents, indirect-subsiaries, indirect-parents, and attorneys and each of their company-sponsored
3 employee benefit plans, and their respective successors and predecessors in interest, all of their
4 respective officers, directors, employees, members, administrators, fiduciaries, trustees, beneficiaries
5 and agents, and each of their past, present, and future officers, directors, shareholders, owners,
6 members, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
7 insurers and reinsurers. (the "Released Parties").

8 9. The distribution of uncashed or undeliverable checks under the Settlement Agreement
9 are as follows: (i.e. the name of, and the amount distributed to, each nonparty person or entity):

- 10 a. State Treasury for the Trial Court Improvement and Modernization Fund in the amount
11 of \$2,783.30.
- 12 b. State Treasury for the Equal Access Fund in the amount of \$2,783.30.
- 13 c. First Tee of Orange County in the amount of \$5,566.61. The funds shall be used to
14 expand golf training facility locations, teach golf, and golf course operations to those
15 youth enrolled in the Life Skills Experience program.

16 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

17 DATED: November 1, 2019

18 
19 _____
20 Hon. Randall J. Sherman
21 Judge of the Superior Court
22
23
24
25
26
27
28