

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 **Shimoda & Rodriguez Law, PC**
4 9401 East Stockton Boulevard, Suite 120
5 Elk Grove, CA 95624
6 Telephone: (916) 525-0716
7 Facsimile: (916) 760-3733

8 Attorneys for Plaintiff YENG FANG
9 individually and on behalf of similarly situated employees

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

12 YENG FANG, individually and on behalf of
13 all other similarly situated employees,

14 Plaintiff,

15 vs.

16 INTERPRESS TECHNOLOGIES, INC., a
17 California Corporation; RODERICK MINER,
18 an individual; FRANCINE OSBORN, an
19 individual; and DOES 1 to 100, inclusive,

20 Defendants.

Case No. 34-2021-00292937

CLASS ACTION

21 **[PROPOSED] ORDER GRANTING**
22 **PLAINTIFF'S MOTION FOR FINAL**
23 **APPROVAL OF CLASS ACTION AND PAGA**
24 **SETTLEMENT**

Date: May 12, 2022

Time: 1:30 p.m.

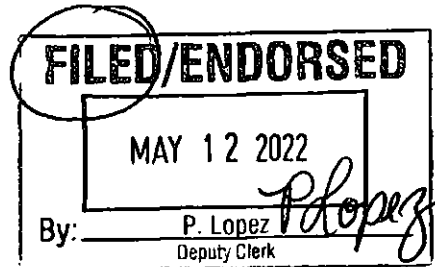
Dept.: 53

Judge: Hon. Richard K. Sueyoshi

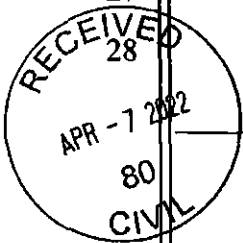
Filed: January 22, 2021

FAC Filed: April 1, 2021

Trial Date: Not Set



25 **[PPSD] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**



1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above
3 referenced case came before this Court, on May 12, 2022 at 1:30 p.m., in Department 53 before the
4 Honorable Richard K. Sueyoshi, presiding. Named Plaintiff Yeng Fang ("Plaintiff") filed this putative
5 class action on January 22, 2021. The operative Complaint alleges that Defendants Interpress
6 Technologies, Inc. and Roderick Miner, ("Defendants") violated California law by 1) failing to pay
7 overtime wages; 2) failing to pay minimum wages; 3) committing meal period violations; 4)
8 committing rest period violations 5) committing wage statement violations; 6) failing to timely pay
9 wages; 7) failing to reimburse expenses; and 8) engaging in unfair competition. Plaintiff has also
10 alleged Defendants are liable for civil penalties under the Private Attorneys General Act ("PAGA")
11 based on these violations. Plaintiff sought attorneys' fees and costs as part of this Action. Defendants
12 denied all of Plaintiff's claims and denied that this case was appropriate for class treatment. No class
13 has been certified. The class and PAGA settlement were preliminarily approved by this Court on
14 January 12, 2022.

15 The parties have agreed to settle the class and PAGA claims. Defendants will provide
16 monetary consideration in exchange for a release of claims consistent with the terms of the proposed
17 settlement as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and
18 Release ("Agreement"). Any capitalized terms herein shall have the same meaning as set forth in the
19 Agreement. The Court, having received and considered Plaintiff's Motion for Preliminary Approval of
20 Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice
21 of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
22 FOLLOWS:

23 **1. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
24 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

25 The Court finds that certification of the following class for settlement purposes only is
26 appropriate under the California Code of Civil Procedure and related case law:

27 All non-exempt employees that have or continue to work for Defendants
28 in California from January 22, 2017, to November 27, 2021

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 The Court finds that Class Members meet the ascertainability and numerosity requirements since
5 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
6 the definition and the number of Class Members would make joinder impractical. The commonality and
7 predominance requirements are met for settlement purposes since there are questions of law and fact
8 common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's
9 contentions that Defendants caused the violations outlined above by 1) failing to correctly incorporate
10 the value of the non-discretionary remuneration, such as, quarterly bonuses and shift differentials in the
11 regular rate of pay when calculating overtime and double time; 2) failing to provide meal and rest
12 periods in compliance with California law due to their facially invalid policies and practice of failing to
13 properly document meal periods and/or relieve employees of all duty; 3) failing to pay employees for all
14 hours worked due to their rounding policies in effect during the class period and failure to pay for off-
15 the-clock virtual meetings and trainings; 4) failing to pay reimbursements for business-related cell phone
16 use, including phone use to clock in and out of work, as well as for required virtual meetings and
17 trainings; and 5) failing to accurately itemize the hours and wages earned on paystubs issued to class
18 members. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims
19 also derive from these violations. Additionally, Class Members seek the same remedies under state
20 law. The typicality requirement for settlement purposes is also satisfied since the claims of the Class
21 Representative is based on the same facts and legal theories as those applicable to the Class Members.

22 The Court also finds that certifying the settlement class is required to avoid each Class Member
23 from litigating similar claims individually. This settlement will achieve economies of scale for Class
24 Members with relatively small individual claims and conserve the resources of the judicial system.

25 The Court finds that Plaintiff Yeng Fang and Plaintiff's counsel, Galen T. Shimoda and
26 Justin P. Rodriguez of Shimoda & Rodriguez Law, PC, to be adequate representatives of the settlement
27 class. The Court confirms their appointment as Class Representative and Class Counsel, respectively.

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1 **2. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

2 The Court has reviewed the preliminarily approved Agreement, which was submitted with
3 Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Agreement falls
4 within the range of reasonableness of a settlement and is fair, reasonable, and adequate for the class.
5 The Court also acknowledges that Class Members were able to object to the settlement through the
6 administration process and at the fairness hearing. No such objections were made by Class Members
7 and zero Class Members opted out of the class settlement.

8 Because the Court finds the Parties' settlement to have been agreed upon only after an extensive
9 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
10 gives final approval to the Agreement and all terms therein as if stated here in full, including the
11 \$425,000 Gross Settlement Amount.

12 The Court orders that Plaintiff Yeng Fang will receive \$15,000 as a Class Representative
13 Enhancement Payment in addition to any amount Plaintiff may be entitled to under the Agreement's pro
14 rata distribution formula for Plaintiff's time and effort on behalf of Class Members.

15 The Court orders and approves Simpluris Inc. to act as the Claims Administrator in this case.
16 The Claims Administrator will take its fees out of the Gross Settlement Amount, which are \$4,000. The
17 difference between the actual cost of the Claims Administrator and the originally allocated \$6,500 will
18 be redistributed to Qualified Claimants on a pro-rata basis.

19 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
20 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits can be
21 accurately traced as set forth in the Agreement, Plaintiff and Class Counsel were able to negotiate on
22 behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request
23 is a specific, lump-sum percentage of the Gross Settlement Amount. *See Paul, Johnson, Alston & Hunt*
24 *v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v.*
25 *Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016). The Court finds the attorneys' fees request of
26 thirty-five percent (35%) of the Gross Settlement Amount, *i.e.* \$148,750, to be appropriate compensation
27 for Class Counsel. The attorneys' fees request is within the range that has been approved by other
28 Courts in similar cases and is reasonable in light of the circumstances of this case, the substantial and

1 beneficial results obtained on behalf of Class Members, and the contingent nature of the recovery over
2 the course of this case, which included potential loss at summary judgment, certification, and/or trial
3 proceedings. Additionally, the Court orders that up to \$11,659.82 of the settlement proceeds will be
4 paid to Class Counsel for reasonable costs incurred in this case. The difference between the actual costs
5 incurred and the originally allocated \$15,000 shall be paid to the Qualified Claimants on a pro-rata basis.

6 The Court approves the ten-thousand-dollar (\$10,000) PAGA Payment, which shall be paid from
7 the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged
8 PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
9 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved
10 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
11 provides a recovery that creates an effective substantial deterrent to any potential future non-compliance,
12 furthering the purpose of the Labor Code and LWDA.

13 The Court approves the *cy pres* distribution plan wherein any checks issued to Qualified
14 Claimants and/or Aggrieved Employees that are not cashed by the deadline to do so shall be paid out
15 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights. No portion of the Gross Settlement
16 Amount will revert to Defendants for any reason. The releases and waivers for Class Members who do
17 not opt out of being bound by the Agreement (*i.e.* Qualified Claimants), Aggrieved Employees, and the
18 Class Representative are also approved by the Court as set forth in the Agreement.

19 **3. APPROVAL OF DISTRIBUTION TO THE CLASS, THE NOTICE OF SETTLEMENT,**
20 **OPPORTUNITY TO OPT OUT OF, AND OBJECT TO, THE SETTLEMENT**

21 The Court finds that the proposed Notice of Settlement, which was submitted with Plaintiff's
22 Motion as Exhibit A to the Declaration of Meagan Brunner, fairly and adequately advised Class
23 Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to
24 dispute the number of workweeks worked during the Class Period, their pro rata share of the Net
25 Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the
26 proposed settlement, and when to appear at the fairness hearing. The Court further finds that the Notice
27 of Settlement and distribution of such notice by first class mail to each identified Class Member at his or
28 her most recent address based on a National Change of Address database search from the Class

Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all constitutional requirements, including those of due process.

4. IMPLEMENTATION SCHEDULE

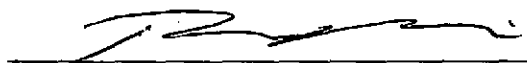
Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Claims Administrator to calculate the final Net Settlement Amount, the final Claim Amounts for Qualified Claimants and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations Class Counsel and Defendants' Counsel	Within 7 calendar days after the Final Approval Date
Last day for Defendants to fund settlement	Within 21 calendar days after the Final Approval Date
Last day for Claims Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Claims Administrator Costs, payment to Qualified Claimants, and payment to Aggrieved Employees	Within 14 days after Defendants last day to fund the settlement
Last day for Qualified Members and Aggrieved Employees to cash settlement checks	120 days after issuance of checks to Qualified Members and Aggrieved Employees
Last day for Claims Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 days after settlement check cashing deadline
Last day for Claims Administrator to provide Parties with compliance declaration	Within 21 days after settlement check cashing deadline

1 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
2 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to
3 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
4 Agreement.

5 **IT IS SO ORDERED.**

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7 Date: MAY 12 2022

8 By: 
9 Judge of the Superior Court
10 JUDGE RICHARD K. SUEYOSHI
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