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YOLO SUPERIOR COURT

MAY 04 2022

By [Signature]
Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO**

Alejandra Hernandez, individually and on
behalf of all similarly situated individuals, **Hector**
Cazares, individually and on behalf of all
similarly situated individuals, **Veronica Lopez**,
individually and on behalf of all similarly situated
individuals,

Plaintiff,

vs.

Yolo Federal Credit Union, a Federally
Chartered Credit Union; **Jenee Rawlings**, an
individual; and **Does 1-100**;

Defendants.

CASE NO. CV2021-1000

[Assigned to Honorable Samuel T. McAdam]

CLASS ACTION

STM

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT PURSUANT TO THE
TERMS OF JOINT STIPULATION RE:
CLASS ACTION SETTLEMENT**

Date: May 2, 2022 [Reserved]

Time: 9:00 a.m.

Dept.: 10

Complaint Filed: June 02, 2021

Trial Date: None Set.

1 This matter came on for hearing on May 2, 2022 upon the Motion for Preliminary Approval
2 of the proposed settlement of this action on the terms set forth in the Joint Stipulation of Settlement
3 and Release of Class Action (the "Settlement" or "Stipulation"). Having considered the
4 Settlement, all papers and proceedings held herein, and having reviewed the entire record in this
5 action, Case No. CV2021-1000, entitled *Alejandra Hernandez, et al. v. Yolo Federal Credit Union, et*
6 *al.* (the "Action"), and good cause appearing, the Court finds that:

7 WHEREAS, Plaintiffs Alejandra Hernandez, Hector Cazares, and Veronica Lopez
8 ("Plaintiffs") have alleged claims against Defendants Yolo Federal Credit Union and Jenee
9 Rawlings ("Defendants") on behalf of themselves and on behalf of others similarly situated,
10 comprising: "all non-exempt, hourly employees employed by Defendants who worked at least one
11 shift in California from June 02, 2017 to March 08, 2022 ("Class Members"); and

12 WHEREAS, Plaintiffs assert claims in the Action against Defendants for (1) failure to pay
13 all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4)
14 failure to provide rest periods; (5); violation of sick leave law; (6) failure to provide and maintain
15 accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages
16 after employment; (9) civil penalties under the Labor Code Private Attorneys General Act of 2004,
17 Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); and (10) Unlawful Business Practices, Cal. Bus. & Prof.
18 Code §§ 17200, *et seq.* (the "Action").

19 WHEREAS, Defendants expressly deny the allegations of wrongdoing and violations of law
20 alleged in this Action; and further deny any liability whatsoever to Plaintiffs or to the Class
21 Members; and

22 WHEREAS, without admitting any liability, claim, or defense, Plaintiffs and Defendants
23 (collectively, the "Parties") determined that it was mutually advantageous to settle this Action and
24 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation; and

25 WHEREAS, the Parties agreed to resolve the Action and entered into the Joint Stipulation
26 re: Class Action Settlement on or about March 22, 2022, which provides for final resolution of the
27 claims asserted in the Action against Defendants on the terms and conditions set forth in the
28 Stipulation, subject to the approval of this Court;

1 NOW, therefore, the Court grants preliminary approval of the Settlement, and

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

3 1. To the extent defined in the Stipulation, incorporated herein by reference, the terms
4 in this Order shall have the meanings set forth therein.

5 2. The Court has jurisdiction over the subject matter of this Action, Defendants, and
6 the Class.

7 3. The Class is defined as follows: "all persons who worked at least one 3.5-hour shift
8 as a non-exempt employee for Defendants in the State of California from June 2, 2017 to March 8,
9 2022."

10 4. The Class is preliminary certified for settlement purposes.

11 5. The Court has determined that the intended notice to be given to the Class fully and
12 accurately informs all persons in the Class of all material elements of the proposed Settlement,
13 constitutes the best notice practicable under the circumstances, and constitutes valid, due, and
14 sufficient notice to all Class Members.

15 6. The Court hereby grants preliminary approval of the Settlement and Stipulation as
16 fair, reasonable, and adequate in all respects to the Class Members and orders the parties to
17 consummate the Settlement in accordance with the terms of the Stipulation.

18 7. The plan of distribution as set forth in the Stipulation providing for the distribution
19 of the Net Settlement Amount to Settlement Class Members is preliminarily approved as being fair,
20 reasonable, and adequate.

21 8. The Court preliminarily appoints as Class Counsel the following attorneys: Elliot J.
22 Siegel and Julian Burns King of King & Siegel LLP, 724 S. Spring Street, Suite 201, Los Angeles,
23 California 90014, and Xavier Villegas of Law Office of Xavier Villegas, 2390 Las Posas Road, C168,
24 Camarillo, CA 93010.

25 9. The Court preliminarily approves the payment of attorneys' fees in the amount of
26 \$141,666.67 (or one-third of the Maximum Settlement Amount) to Class Counsel, which shall be
27 paid from the Maximum Settlement Amount.

28 10. The Court preliminarily approves the payment of incurred reasonable costs in an

1 amount not to exceed \$15,000.00 to Class Counsel, which shall be paid from the Maximum
2 Settlement Amount.

3 11. The Court preliminarily approves a payment in the amount of \$18,750.00 to the
4 California Labor & Workforce Development Agency, representing the State of California's portion
5 of civil penalties under PAGA (or 75% of \$25,000), which shall be paid from the Maximum
6 Settlement Amount.

7 12. The Court preliminarily approves the payment of incurred reasonable claims
8 administration costs to the Settlement Administrator, in an amount not to exceed \$15,000, which
9 shall be paid from the Maximum Settlement Amount.

10 13. The Court preliminarily approves an enhancement award to each of Class
11 Representatives Alejandra Hernandez, Hector Cazares, and Veronica Lopez in the amount of
12 \$10,000.00 which amount shall be paid from the Total Class Action Settlement Amount.

13 14. This Preliminary Approval Order and the Stipulation, and all papers related thereto,
14 are not, and shall not be construed to be, an admission by Defendants of any liability, claim, or
15 wrongdoing whatsoever, and shall not be offered as evidence of any such liability, claim, or
16 wrongdoing in this Action or in any other proceeding.

17 15. In the event that the Settlement does not become effective in accordance with the
18 terms of the Stipulation, then this Preliminary Approval Order shall be rendered null and void to
19 the extent provided by and in accordance with the Stipulation and shall be vacated, and, in such
20 event, all orders entered and releases delivered in connection herewith shall be null and void to the
21 extent provided by and in accordance with the Stipulation, and each party shall retain his or its rights
22 to proceed with litigation of the Action.

23 16. The Court orders the following Implementation Schedule¹ for further proceedings:
24

25 a.	Deadline for Defendants to submit 26 Class Member data to Settlement Administrator	<u>May 9, 2022</u> [5 Business calendar days following the Preliminary Approval Date]
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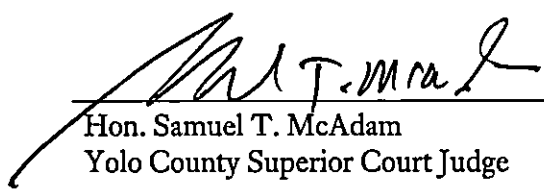
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28 ¹ If any date provided for by the Stipulation falls on a weekend or court holiday, the time to act shall
be extended to the next business day, and will be as stated in this Implementation Schedule.

b.	Deadline for Settlement Administrator to mail Notice to Class Members	<u>May 19, 2022</u> [10 calendar days following the Settlement Administrator's receipt of Class data]
c.	Deadline for Class Members to postmark Requests for Exclusion from Settlement	<u>June 20, 2022</u> [30 calendar days after the Settlement Administrator mails the Notice]
d.	Deadline for Class Members to submit objections to Settlement	<u>June 20, 2022</u> [30 calendar days after the Settlement Administrator mails the Notice]
e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	_____ [16 Court days prior to the Final Settlement Approval Hearing]
f.	Final Settlement Approval Hearing	<u>8/3</u> , 2022 at <u>9:00</u> a.m./p.m. <u>D-10</u> by <u>Zoom</u>
g.	Settlement Administrator to Provide Accounting of Funds	_____ [5 business days following the Effective Date of the Settlement]
h.	Deadline for Defendant to deposit the entire Maximum Settlement Amount under the Settlement (\$425,000) to the Settlement Administrator	_____ [10 calendar days following receipt of the accounting]
i.	Deadline for Settlement Administrator to distribute payments to (a) the Settlement Administrator; (b) the Labor and Workforce Development Agency; (c) Class Representatives; (d) Class Counsel, in the amount approved by the Court in the Final Approval. The Settlement Administrator shall also send Participating Class Members their Individual Settlement Payments	_____ [10 business days following receipt by the Settlement Administrator of the Total Class Action Settlement Amount]
j.	Deadline for Settlement Administrator to file written certification with the Court re: mailing of Individual Settlement Payments	[50 calendar days following the distribution of the Maximum Settlement Amount]

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 5/4/2022


Hon. Samuel T. McAdam
Yolo County Superior Court Judge