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12 Attorneys for Plaintiff KARINA BROWN
13 individually and on behalf of similarly situated employees

14 **SUPERIOR COURT OF CALIFORNIA**

15 **FOR THE COUNTY OF STANISLAUS**

16 KARINA BROWN, individually and on behalf
17 of all other similarly situated employees,

18 Plaintiff,

19 vs.

20 C.W. BROWER, INC., a California
21 Corporation; and DOES 1 to 100, inclusive,

22 Defendants.

Case No. CV-22-005735

CLASS ACTION

*Assigned for All Purposes to Hon. John D. Freeland
Department 23*

**AMENDED ~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND JUDGEMENT**

Date: November 20, 2024

Time: 8:30 a.m.

Dept.: 23

Judge: Hon. John D. Freeland

Filed: December 14, 2022

FAC Filed: May 5, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 Pursuant to the Court's order, an Amended Order Granting Plaintiff's Motion for Final Approval
3 of Class Action and PAGA Settlement and Judgment is hereby entered that reflects the total amount of
4 unclaimed settlement funds distributed to the *cy pres* organizations in accordance with the terms of the
5 settlement agreement. The prior order granting final approval and entering judgment is amended as
6 follows:

7 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement – **GRANTED**.

8 The Court GRANTS the motion, as follows:

9 The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above
10 referenced case came before this Court, on November 20, 2024, at 8:30 a.m., in Department 23 before
11 the Honorable John D. Freeland, presiding. Plaintiff Karina Brown ("Plaintiff") filed this putative class
12 action on December 14, 2022. The operative Complaint alleges that Defendant C.W. Brower, Inc.
13 ("Defendant") violated California law by failing to pay overtime wages, failing to pay minimum wages,
14 failing to provide accurate wage statements, waiting time penalties, violating Labor Code Section 432.7,
15 violating Labor Code Section 432.6, and unfairly competing against other businesses. Plaintiff has also
16 alleged Defendant is liable for civil penalties under the Private Attorney's General Act ("PAGA") based
17 on these violations. Plaintiff sought attorneys' fees and costs as part of this Action. Defendant denied
18 all of Plaintiff's claims and denied that this case was appropriate for class treatment. No class has been
19 certified. The class settlement was preliminarily approved by this Court on June 25, 2024.

20 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
21 consideration in exchange for a release of claims consistent with the terms of the proposed settlement as
22 set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
23 ("Agreement" or "Settlement"). Any capitalized terms herein shall have the same meaning as set forth
24 in the Agreement. Having considered the unopposed motion for final approval, and the supporting
25 declarations and evidence, the Court finds that the settlement was entered into good faith, is fair,
26 reasonable and adequate, and satisfies the standards for final approval under California law. (Civil Code
27 § 1781; Code Civ. Proc. § 382; Cal. Rules of Ct., rule 3.769.) The Court HEREBY ORDERS AND
28 MAKES DETERMINATIONS AS FOLLOWS:

1 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
2 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

3 The Court finds that certification of the following subclasses for the identified causes of action
4 for settlement purposes only is appropriate under the California Code of Civil Procedure and related
5 case law:

6 The certified settlement class shall include the following Class Members:

- 7 • Employee Subclass (First through Fourth and Seventh Causes of Action):
8 All hourly non-exempt employees who have or continue to work for
9 Defendant in California from December 14, 2018, to March 19, 2024; and
10 • Applicant Subclass (Fifth and Sixth Causes of Action): All individuals
11 who applied to work for Defendant in California, regardless of whether or
12 not they were ultimately hired from December 14, 2019, to March 19,
13 2024

14 The Court recognizes that the foregoing definition is for Settlement Class Member identification
15 purposes only and is not intended to capture the claims at issue or limit or alter the released claims under
16 the Agreement. A “Class Member” shall not include the individual who timely opted out of the class
17 settlement: Elyse Jung. This individual shall not be bound by the Agreement or any of the releases or
18 obligations therein except for the releases and covenants regarding to the PAGA claims as there is no
19 ability to opt out of a PAGA settlement for Aggrieved Employees.

20 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
21 numerosity requirements since the parties can identify with a matter of certainty, based on employment
22 application and payroll records, individuals who fall within the definition and the number of Class
23 Members would make joinder impractical. The commonality and predominance requirements are met
24 for settlement purposes since there are questions of law and fact common to Class Members. The
25 common questions of law or fact in this case all stem from Plaintiff’s contentions that Defendant caused
26 the violations outlined above by 1) failing to pay employees for all hours worked by unlawfully
27 rounding employees’ hours where it had the ability to track all actual hours worked and ultimately
28 rounded hours worked in a way that systematically benefited Defendant, 2) failing to incorporate the
value of nondiscretionary bonuses paid to employees when they successfully passed a police decoy
alcohol sting into Plaintiff’s and putative Class Members’ regular rates of pay for the purpose of

1 calculating overtime wages, 3) failing to accurately itemize the hours and wages earned on paystubs
2 issued to Class Members, 4) providing wage statements that did not include the inclusive dates of the
3 period for which the employee is paid, 5) taking customer's tips for Plaintiff and similarly situated
4 employees and included those tips in its revenues, and 6) maintaining a criminal history disclosure
5 policy that unlawfully required disclosure of arrests and gang related activity not resulting in conviction.
6 The PAGA, waiting time penalty, wage statement violation, and unfair competition claims also derive
7 from these violations. Additionally, Class Members seek the same remedies under state law. The
8 typicality requirement for settlement purposes is also satisfied since the claims of the Class
9 Representative are based on the same facts and legal theories as those applicable to the Class Members.

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

13 The Court finds that Plaintiff Karina Brown and Plaintiff's counsel, Galen T. Shimoda,
14 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
15 representatives of the settlement class. The Court appoints them as Class Representative and Class
16 Counsel, respectively.

17 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

18 The Court has again reviewed the Agreement, which was submitted with Plaintiff's Motion as
19 Exhibit A. As noted above, the Court finds that the settlement was entered into good faith, is fair,
20 reasonable and adequate, and satisfies the standards for final approval under California law. (Civil Code
21 § 1781; Code Civ. Proc. §382; Cal. Rules of Ct., rule 3.769.) Class Members were able to object to the
22 Agreement and its terms through the administration process and at the fairness hearing or opt-out of
23 being bound by the preliminarily approved Agreement. No objections were made by Class Members
24 and only one (1) Class Member opted out. Because the Court finds the Parties' settlement to have been
25 agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to
26 avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if
27 stated here in full, including the \$465,000 Gross Settlement Amount.

1 Good cause appearing to the satisfaction of the Court, the Court finds that the proposed
2 settlement and the associated fees and costs are approved as set forth in the motion and supporting
3 papers, as follows:

- 4 • Fees and costs of Settlement Administrator: \$10,000
- 5 • Payment to Class Representative: \$10,000
- 6 • Class Counsel's attorney's fees: \$162,750
- 7 • Class Counsel's costs: \$9,503.76
- 8 • PAGA allocation to LWDA (75%): \$48,750

9 Any difference between the actual costs incurred by Class Counsel as awarded above and the
10 \$15,000 allocated under the Agreement shall be paid to the Participating Class Members on a pro-rata
11 basis.

12 The Court approves of the sixty-five thousand dollars (\$65,000) PAGA Payment, which shall be
13 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
14 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
15 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved
16 Employees on a pro rata basis as described in the Agreement. The Court also finds that, based on the
17 facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective,
18 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code
19 and LWDA.

20 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
21 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
22 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
23 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). As of August 6,
24 2025, a total amount of \$21,774.26 remained uncashed after the July 8, 2025, check cashing deadline.
25 As of August 6, 2025, in accordance with the terms of the Parties' settlement agreement, \$21,774.26 in
26 unclaimed funds were sent to Capital Pro Bono Inc, and the Center for Workers' Rights under the
27 doctrine of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
28

1 The releases and waivers for Class Members who did not opt out of being bound by the
2 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
3 also approved by the Court as set forth in the Agreement.

4 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
5 **INCLUDING THE NOTICE OF SETTLEMENT**

6 The Court finds that the Notice of Settlement, filed with the Motion as Exhibit A to the
7 Declaration of Nick Castro and incorporated by reference, fairly and adequately advised Class Members
8 of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the
9 number of workweeks worked during the Class Period, their pro rata share of the Net Settlement
10 Amount, how to participate in the settlement, how to file documentation in opposition to the proposed
11 settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of
12 Settlement and distribution of such notice by first class mail to each identified Class Member at his or
13 her most recent address based on a National Change of Address database search from the Class
14 Members' last known address and a skip trace on any Class Members who have the Notice of Settlement
15 returned as "undeliverable" or "not at this address" comported with all constitutional requirements,
16 including those of due process.

17 **IV. IMPLEMENTATION SCHEDULE**

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

20 21 22 23 24 25 26 27 28	<table border="1"><tr><td>Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel</td><td>Within 7 calendar days after the Effective Date</td></tr><tr><td>Last day for Defendant to fund settlement</td><td>Within 30 calendar days after the Effective Date</td></tr></table>	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date	Last day for Defendant to fund settlement	Within 30 calendar days after the Effective Date
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date				
Last day for Defendant to fund settlement	Within 30 calendar days after the Effective Date				

Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6. In addition, the Court orders that notice of the Court's order granting final approval and judgment shall be posted on the Settlement Administrator's website for a period of at least 90 days. (Civ. Code §1781(g); Cal. Rules of Ct., rule 3.771(b).)

IT IS SO ORDERED.

Date: 10/3/2025

By: 
Hon. John Freeland
Judge of the Superior Court

Brown v C.W. Brower, Inc.

Stanislaus County Superior Court of California CV-22-005735

**PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5
and California Rules of Court, Rule 1.21, Rule 2.150, and Rule 2.251**

I, Shaniya Baird, declare that:

I am a citizen of the United States and am over the age of eighteen years and not a party to the within above-entitled action.

On September 30, 2025, I served the following documents on the party below:

- **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND JUDGMENT**

FREEMAN MATHIS & GARY, LLP Julia A. Marquis (SBN 178466) Liam Gaarder-Feingold (SBN 345747) Dane M. Willis (SBN 327901) 1010 B Street, Suite 400 San Rafael, CA 94901 Phone: 415-394-9500 Facsimile: 833-317-0293 E-mail: jmarquis@fmglaw.com dane.willis@fmglaw.com Liam.Gaarder-Feingold@fmglaw.com Carmen.Martinez@fmglaw.com	
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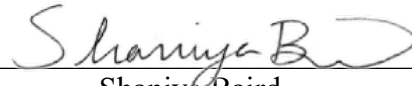
[] [By Mail] I am familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service and that each day's mail is deposited with the United States Postal Service that same day in the ordinary course of business. On the date set forth above, I served the aforementioned document(s) on the parties in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on this date, following ordinary business practices, at Salt Lake City, Utah, addressed as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the office of the addressee above.

[XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to be personally delivered via the following overnight courier service:_____.

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct, and that this declaration was executed on September 30, 2025, at
3 Salt Lake City, Utah.

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5 Shaniya Baird
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