

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Email: Kyle@bamlawca.com

11 Website: www.bamlawca.com

12 Attorneys for Plaintiffs

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SANTA CLARA**

15 JAYMIE SALINAS and GLORIA
16 ZAMORA, individually, on behalf of
17 themselves and on behalf of all persons
18 similarly situated,

19 Plaintiff,

20 vs.

21 HOMEFIRST SERVICES OF SANTA
22 CLARA COUNTY, a California
23 Non-Profit Corporation; and DOES 1
24 through 50, inclusive,

25 Defendants.

Case No. **23CV418047**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: June 5, 2025

Hearing Time: 1:30 p.m.

[Hearing scheduled by Order dated December
13, 2024]

Judge: Hon. Charles F. Adams

Dept.: 7

Action Filed: June 27, 2023

Trial Date: Not set

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

2 YOU ARE HEREBY NOTIFIED THAT on June 9, 2025, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: July 1, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
Attorneys for Plaintiffs

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California, 92037.

6 On July 1, 2025, I served the document(s) described as:

7 **1. Notice of Entry of Judgment**

8
9 X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically
10 via electronic mail to counsel for Defendants at the following e-mail address(es):

11 KAUFMAN DOLOWICH & VOLUCK, LLP
12 Katherine S. Catlos
Christine Starkie
425 California Street, Suite 2100
San Francisco, CA 94104
13 Email(s): cstarkie@kdvlaw.com; Kcatlos@kdvlaw.com; gisselle.castillo@kdvlaw.com
14 Attorneys For Defendant

15 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
16 Labor Workforce Development Agency via online process at the PAGA Filing website in
17 accordance with the procedure imposed by the LWDA.

18
19 I declare under penalty of perjury under the laws of the State of California that the above is
20 true and correct. Executed on July 1, 2025, at San Diego, California.

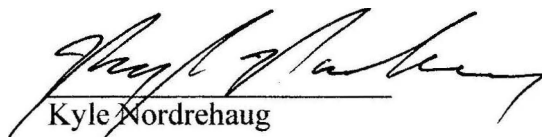
21
22 
23 Kyle Nordrehaug

EXHIBIT #1

JAYMIE SALINAS, an individual on behalf of himself and on behalf of all persons similarly situated,	)	Case No.: 23CV418047
	)	
	)	ORDER GRANTING PLAINTIFF’S
Plaintiff,	)	MOTION FOR FINAL APPROVAL OF
	)	CLASS ACTION AND PAGA
v.	)	SETTLEMENT
	)	
	)	
	)	Dept. 7
HOMEFIRST SERVICES OF SANTA	)	
CLARA COUNTY., et al.,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

18
19
20
21
22
23
24
25

I. BACKGROUND

ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

1 housing opportunities to the homeless and those at risk of homelessness, as non-exempt, hourly-
2 paid employees from August of 2022 to February of 2023, and September of 2019 to October of
3 2023, respectively. (FAC, ¶¶ 2-4.) They allege that Defendant failed to: pay all wages owed
4 (including minimum and overtime wages); permit employees to take uninterrupted meal breaks
5 or provide compensation in lieu of a compliant meal break; accurately compensate employees for
6 hours actually worked as a consequence of rounding such time; include incentive compensation
7 as part of an employee’s “regular rate of pay” for purposes of calculating overtime pay and meal
8 and rest break premium pay; provide the rest periods to which employees were entitled, or
9 provide compensation in lieu thereof; provide complete and accurate wage statements; pay all
10 sick wages owed; timely pay wages owed; provide suitable seating for employees; and reimburse
11 employees for necessary business expenses incurred by them.

12 Based on the foregoing, Plaintiffs initiated this action June 2023 and filed the operative
13 FAC on April 26, 2024 asserting the following causes of action: (1) unfair business practices; (2)
14 failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide required
15 meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized wage
16 statements; (7) failure to reimburse required expenses; (8) failure to provide wages when due; (9)
17 failure to pay sick wages; and (10) PAGA penalties.

18 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

19 **A. Class Action**

20 Generally, “questions whether a [class action] settlement was fair and reasonable,
21 whether notice to the class was adequate, whether certification of the class was proper, and
22 whether the attorney fee award was proper are matters addressed to the trial court’s broad
23 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
24 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
25 260.)

1 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
2 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
3 complexity and likely duration of further litigation, the risk of maintaining class action status
4 through trial, the amount offered in settlement, the extent of discovery completed and the stage
5 of the proceedings, the experience and views of counsel, the presence of a governmental
6 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
7 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

8 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
9 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
10 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
11 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
12 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
13 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
14 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
15 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
16 marks omitted.) The trial court also must independently confirm that “the consideration being
17 received for the release of the class members’ claims is reasonable in light of the strengths and
18 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
19 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
20 “provided with basic information about the nature and magnitude of the claims in question and
21 the basis for concluding that the consideration being paid for the release of those claims
22 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

23 **B. PAGA**

24 Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall
25 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s

1 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
2 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
3 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
4 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
5 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
6 *Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

7 Similar to its review of class action settlements, the Court must “determine independently
8 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
9 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
10 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
11 remediate present labor law violations, deter future ones, and to maximize enforcement of state
12 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
13 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
14 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
15 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
16 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

17 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
18 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
19 verdict].) But a permissible settlement may be substantially discounted, given that courts often
20 exercise their discretion to award PAGA penalties below the statutory maximum even where a
21 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
22 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

23 **III. SETTLEMENT CLASS**

24 For settlement purposes only, Plaintiffs request the following Class be conditionally
25 certified:

ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

1 All current and former hourly employees employed by Defendant in California who were
2 classified as non-exempt during June 27, 2019 to February 14, 2024.

3 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
4 approving or denying certification of a provisional settlement class after [a] preliminary
5 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
6 class “when the question is one of a common or general interest, of many persons, or when the
7 parties are numerous, and it is impracticable to bring them all before the court”

8 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
9 (1) an ascertainable class and (2) a well-defined community of interest among the class
10 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
11 *Drug Stores*).) “Other relevant considerations include the probability that each class member
12 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
13 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
14 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
15 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
16 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

17 In the settlement context, “the court’s evaluation of the certification issues is somewhat
18 different from its consideration of certification issues when the class action has not yet settled.”
19 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
20 settlement-only context, the case management issues inherent in the ascertainable class
21 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
22 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
23 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
24 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

1 At preliminary approval, the Court provisionally certified the above-described class,
2 determining that Plaintiffs had demonstrated by a preponderance of the evidence (1) an
3 ascertainable class, (2) a well-defined community of interest among the class members and (3)
4 that a class action provides substantial benefits to both litigants and the Court. Consequently, the
5 Court will certify the class for settlement purposes as requested.

6 **IV. TERMS AND ADMINISTRATION OF SETTLEMENT**

7 The non-reversionary gross settlement is \$545,000. Attorney's fees of up to \$181,666 (or
8 one-third of the gross settlement), litigation costs of up to \$25,000 and administrative costs of
9 \$14,950 will be paid from the gross settlement. \$12,000 will be allocated to PAGA penalties,
10 75% of which (\$9,000) will be paid to the LWDA, with the remaining 25% (\$3,000) dispensed,
11 on a pro rata basis, to "Aggrieved Employees," who are defined as "all current and former hourly
12 employees employed by Defendant in California who were classified as non-exempt during
13 [June 10, 2022 to February 14, 2024]." Plaintiffs seek class representative service payments of
14 not more than \$10,000 each.

15 The net settlement amount—estimated to be \$291,384—will be allocated to members of
16 the "Class," who are defined as "all current and former hourly employees employed by
17 Defendant in California who were classified as non-exempt during [June 27, 2019 to February
18 14, 2024]," on a pro rata basis based on the number of weeks worked during the aforementioned
19 period. For tax purposes, settlement payments will be allocated 20% to wages and 80% to non-
20 wages (i.e., interest and penalties). The employer-side payroll taxes will be paid by Defendant
21 separate from, and in addition to, the gross settlement amount. Funds associated with checks
22 uncashed after 180 days will be transmitted to the Controller of the State of California to be held
23 in trust for such class members pursuant to California unclaimed property law.

24 In exchange for settlement, Class Members who do not opt out will release:
25

1 [A]ll claims alleged or could have been alleged based on the facts alleged in the
2 Operative Complaint, which arose during the Class Period. Except as to the named Plaintiffs,
3 participating Class Members do not release claims for vested benefits, wrongful termination,
4 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
5 security, workers' compensation, or California class claims occurring outside the Class Period.

6 Aggrieved Employees, who consistent with the statute will not be able to opt out of the
7 PAGA portion of the settlement, will release:

8 [A]ll claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
10 occurred during the PAGA Period. Except as to the named Plaintiffs, the Released PAGA Claims
11 do not include PAGA claims outside of the PAGA Period.

12 The foregoing releases are appropriately tailored to the allegations at issue.

13 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

14 The notice period has now been completed. According to the declaration of case
15 manager Cassandra Polites with settlement administrator ILYM Group, Inc. ("ILYM") submitted
16 in support of the instant motion, on December 6, 2024, ILYM received from Defendant class
17 data files containing the names, social security numbers, last known mailing addresses, and the
18 total number of relevant workweeks worked for each of the 778 settlement Class members.
19 ILYM processed the addresses it had against the National Change of Address database to
20 confirm and update this information and then mailed the notice packet to Class members on
21 January 14, 2025, via first class mail. As of the date of Ms. Polites' declaration, May 1, 2025, 46
22 notices have been returned to ILYM as undeliverable, of which none were returned with a
23 forwarding address. ILYM performed a skip trace to locate a current mailing address for these
24 notices and located 30 updated addresses, to which notice packets were promptly re-mailed. At
25 present, 16 notice packets are considered undeliverable.

1 The deadline to submit a request for exclusion, a challenge to the amount of work weeks
2 listed, or an objection to the settlement was March 14, 2025. As of the date of Ms. Polites’
3 declaration, ILYM has received two requests for exclusion and no workweek disputes or
4 objections to the settlement. Consequently, there are 776 participating Class members. Based
5 on this number, Class members will receive an average estimated net payment of \$375.49, with
6 the highest estimated payment being \$1,240.

7 At preliminary approval, the Court found that the proposed settlement provides a fair and
8 reasonable compromise to Plaintiff’s claims, and that the PAGA settlement is genuine,
9 meaningful, and fair to those affected. It finds no reason to depart from these findings now,
10 especially considering that there are no objections. Therefore, the Court finds that the settlement
11 is fair and reasonable for the purposes of final approval.

12 **V. ATTORNEYS’ FEES, COSTS AND INCENTIVE AWARDS**

13 As set forth above, Plaintiffs’ counsel seeks a fee award of \$181,666, or one-third of the
14 gross settlement amount, which is not an uncommon contingency fee allocation in a wage and
15 hour class action. Plaintiffs also provide a lodestar figure of \$155,445, which is based on 213
16 hours of work at billing rates of \$450 to \$995, resulting in a modest multiplier of 1.16. This is
17 far less than the range of multipliers that courts typically approve. (See *Laffitte v. Robert Half*
18 *Intern. Inc.* (2016) 1 Cal.5th 480, 488, 503–504 (*Laffitte*) [trial court did not abuse its discretion
19 in approving fee award of 1/3 of the common fund, cross-checked against a lodestar resulting in
20 a multiplier of 2.03 to 2.13]; *Wershba, supra*, 91 Cal.App.4th at p. 255 “[m]ultipliers can range
21 from 2 to 4 or even higher”]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051,
22 fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and
23 citing the court’s own survey of large settlements finding “a range of 0.6–19.6, with most (20 of
24 24, or 83%) from 1.0–4.0 and a bare majority (13 of 24, or 54%) in the 1.5–3.0 range”].)

25 “While the percentage method has been generally approved in common fund cases,

1 courts have sought to ensure the percentage fee is reasonable by refining the choice of a
2 percentage or by checking the percentage result against a lodestar- multiplier calculation.”
3 (*Laffitte, supra*, 1 Cal.5th 480, 494-495.) Applying this latter approach,

4 [T]he percentage-based fee will typically be larger than the lodestar based fee. Assuming
5 that one expects rough parity between the results of the percentage method and the lodestar
6 method, the difference between the two computed fees will be attributable solely to a multiplier
7 that has yet to be applied. Stated another way, the ratio of the percentage-based fee to the
8 lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for
9 reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the
10 reasonableness of the percentage-based fee; if the implied multiplier is unreasonable, the court
11 should revisit its assumptions.

12 (*Laffitte, supra*, 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative*
13 *of a Lodestar Cross-check: Judicial Misgivings About “Reasonable Percentage” Fees*
14 *in Common Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the
15 California Supreme Court, “[i]f the multiplier calculated by means of a lodestar crosscheck is
16 extraordinarily high or low, the trial court should consider whether the percentage used should be
17 adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not
18 necessarily required to make such an adjustment.” (*Laffitte, supra*, 1 Cal.5th at 505.)

19 Here, as the multiplier sought by Plaintiffs’ counsel is relatively small, far less than the
20 range of modifiers typically approved by courts and is supported by the percentage cross-check,
21 the Court finds counsel’s requested fee award is reasonable.

22 Plaintiffs’ counsel also seeks \$21,806.22 in litigation costs, which is less than the
23 maximum amount (\$25,000) permitted under the settlement agreement. Based on the
24 information contained in the declaration of Plaintiffs’ counsel, this amount is reasonable and is
25 therefore approved. The \$14,950 in administrative costs are also approved.

ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

1 Finally, Plaintiffs request enhancement awards of \$10,000 each. To support this request,
2 Plaintiffs submitted declarations in support of the preceding motion for preliminary approval in
3 which they described their efforts in this action. Based on the information contained in these
4 declarations, the Courts finds that Plaintiffs are entitled to enhancement awards and the amounts
5 requested are reasonable and are therefore approved.

6 VI. CONCLUSION

7 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND
8 DECREED THAT:

9 Plaintiffs' motion for final approval and for fees and costs is GRANTED. The following
10 class is certified for settlement purposes only:

11 All current and former hourly employees employed by Defendant in California who were
12 classified as non-exempt during June 27, 2019 to February 14, 2024.

13 Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc.,
14 § 668.5.) Plaintiffs and the members of the Class/Aggrieved Employees will take from the FAC,
15 respectively, only the relief set forth in the settlement agreement and this order and judgment.

16 Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over
17 the parties to enforce the terms of the settlement agreement and the final order and judgment.

18 The Court sets a compliance hearing for **February 5, 2026 at 2:30 P.M.** in Department
19 7. At least ten court days before the hearing, class counsel and the settlement administrator shall
20 submit a summary accounting of the net settlement fund identifying distributions made as
21 ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to
22 Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and
23 any other matters appropriate to bring to the Court's attention.

1 Counsel shall also submit an amended judgment as described in Code of Civil Procedure
2 section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

3
4 DATED: June 9, 2025


5 CHARLES F. ADAMS
6 Judge of the Superior Court
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25