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1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Renald Konini (Cal. State Bar No. 312080)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733
9 Email: attorney@shimodalaw.com
10 jrodriguez@shimodalaw.com
11 rkonini@shimodalaw.com

12 Attorneys for Plaintiff CECILIA LOMELI
13 individually and on behalf of similarly situated employees

FILED
Superior Court of California
County of Sacramento
06/27/2025
V. Aleman, Deputy

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

11 CECILIA LOMELI, individually and on
12 behalf of all other similarly situated
13 employees,

14 Plaintiff,

15 vs.

16 KPB IMMIGRATION LAW FIRM PC, a
17 California Corporation; and DOES 1 to 100,
18 inclusive,

19 Defendants.

Case No. 23CV001689

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 22*

CLASS ACTION

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

Date: June 27, 2025

Time: 9:00 a.m.

Dept.: 22

Judge: Hon. Lauri A. Damrell

Filed: May 15, 2023

FAC Filed: March 26, 2024

Trial Date: None Set

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 June 27, 2025, at 9:00 a.m., in Department 22 before the
4 Honorable Lauri A. Damrell, presiding. Plaintiff Cecilia Lomeli (“Plaintiff”) filed this putative class
5 action on May 15, 2023. The operative Complaint alleges that Defendant KPB Immigration Law Firm
6 PC (“Defendant”), violated California law by law by failing to pay overtime wages, failing to pay
7 minimum wages, committing meal and rest period violations, failing to provide accurate wage
8 statements, failing to pay all final wages, failing to reimburse expenses, and engaging in unfair
9 competition. Plaintiff has also alleged Defendant is liable for civil penalties under the Private
10 Attorney’s General Act (“PAGA”) based on these violations. Plaintiff sought attorneys’ fees and costs
11 as part of this Action. Defendant denied all of Plaintiff’s claims and denied that this case was
12 appropriate for class treatment. No class has been certified. The Settlement was preliminarily
13 approved by this Court on January 31, 2025.

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

22 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
23 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

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

26 All employees who have worked, or continue to work, for Defendant or its
27 predecessor entity in California as non-exempt employees, including any
28 employees working as a legal assistant and/or case manager from May 15,
2019, to August 17, 2024.

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 Defendant caused the violations outlined above by 1) requiring Plaintiff and similarly
10 situated employees to assist other employees and respond to clients after working hours but failing to
11 pay Plaintiff and similarly situated employees for working off the clock during such hours, 2) failing to
12 pay Plaintiff and similarly situated employees for all overtime hours worked because Defendant's policy
13 would not pay overtime for employees who had not asked for permission to work overtime at least 24
14 hours in advance and 48 hours in advance of the pay period, 3) having Defendant's Human Resources
15 change the hours in the timecards to remove overtime hours worked for Plaintiff and similarly situated
16 employees, 4) misclassifying Plaintiff and similarly situated employees as salary exempt after Defendant
17 and similarly situated employees had worked in the same positions and performed the same non-exempt
18 tasks for more than 50% of the time in order to not pay Plaintiff and similarly situated employees
19 overtime, 5) failing to provide plaintiff and similarly situated employees with compliant uninterrupted
20 meal and rest periods, 6) failing to keep records of Plaintiff's and similarly situated employees' hours
21 worked and meal periods after misclassifying Plaintiff and similarly situated employees, 7) requiring
22 Plaintiff and similarly situated employees to use their personal cell phones for work purposes and
23 communicated to clients but did failed to reimburse Plaintiff and similarly situated employees for the
24 use of their cell phones for work purposes, 8) failing to reimburse Plaintiff and similarly situated
25 employees during the COVID pandemic for using their own paper, ink, printers and cell phones for
26 work purposes, and 9) failing to pay employees for all hours worked by unlawfully rounding employees'
27 hours where it had the ability to track all actual hours worked and ultimately rounded hours worked in a
28 way that systematically benefited Defendant. The PAGA, waiting time penalty, wage statement

violation, and unfair competition claims also derive from these violations. Additionally, Class Members seek the same remedies under state law. The typicality requirement for settlement purposes is also satisfied since the claims of the Class Representative are based on the same facts and legal theories as those applicable to the Class Members.

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

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

II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminarily approved Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court also finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

No objections were made by Class Members and no Class Members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full, including the \$177,500 Gross Settlement Amount.

The Court approves of the Twenty Thousand Dollars (\$20,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved

1 Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the
2 facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective,
3 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code
4 and LWDA.

5 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
6 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the
7 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for
8 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
9 Gross Settlement Amount will revert to Defendant for any reason.

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

13 Class Counsel sought attorneys' fees of \$62,125, attorney's costs of \$9,059.33, an Enhancement
14 Payment to Class Representative in the amount of \$10,000, and for Settlement Administrator Costs in
15 the amount of \$5,850. Defendant does not oppose these requests. The Notice of Settlement sent to
16 Class Members included information regarding the maximum allocations for these amounts and that
17 they would be requested in connection with final approval of the Agreement. Class Members have been
18 given the opportunity to object to these amounts and no objections have been submitted in any respect
19 whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly
20 rates, prior fee awards in Sacramento County Superior Court at the requested rates, and the amount of
21 time expended in the litigation for the benefit of Class Members. The Court finds that the requested
22 rates and hours expended are reasonable. The Court has also reviewed the updated itemized costs
23 submitted by Class Counsel, the information provided by the Class Representatives regarding the efforts
24 and burdens undertaken for the benefit of the class, and the cost information provided by the Settlement
25 Administrator. The Court finds that these amounts are fair and reasonable, and awarded as requested,
26 which will be deducted from the Gross Settlement Amount. This finding is further supported by the lack
27 of objection by Class Members to these amounts. The difference between the actual attorney's costs and
28 Settlement Administrator Costs awarded and the originally allocated attorney's costs (\$10,000) and

Settlement Administrator Costs (\$8,500) will be added to the Net Settlement Amount and distributed to Participating Class Members on a pro rata basis pursuant to the terms of the Agreement.

III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR DISTRIBUTING THE NOTICE OF SETTLEMENT

The Court finds that the Notice of Settlement, attached as Exhibit A to the Declaration of Garvin Brown, fairly and adequately advised Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and distribution of such notice by first class mail to each identified Class Member at his or 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.

IV. IMPLEMENTATION SCHEDULE

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

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 21 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.

The Court Sets a further compliance hearing for March 6, 2026, at 10:30 a.m. At least 15 calendar days prior to the hearing, Class Counsel shall file a declaration from the Settlement Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

IT IS SO ORDERED.

Date: 6/27/2025



By: Lauri A. Damrell, Judge
Judge of the Superior Court