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Attorneys for Plaintiff MADRID MILLER

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

MADRID MILLER, individually and on  
behalf of all other similarly situated  
employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM,  
a California Corporation; AMBER  
SALAZAR, an individual; and DOES 1 to  
100, inclusive,

Defendants.

**Case No. CV2023-1150**

**CLASS ACTION**

**PLAINTIFF'S NOTICE OF MOTION AND  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION AND PAGA SETTLEMENT**

Date: March 13, 2025

Time: 9:00 a.m.

Dept.: 14

Judge: Hon. Samuel T. McAdam

Filed: June 7, 2023

FAC Filed: September 26, 2023

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on March 13, 2025, at 9:00 a.m., or as soon thereafter as the  
3 matter may be heard in Department 14 of the above-entitled Court, Plaintiff Madrid Miller, individually  
4 and on behalf of all other similarly situated individuals, will, and hereby moves for entry of an Order for  
5 the following:

- 6 1. Certifying the proposed class herein for purposes of settlement;
- 7 2. Appointing Plaintiff Madrid Miller as class representative for purposes of settlement;
- 8 3. Appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of settlement;
- 9 4. Approving the proposed class action and Private Attorney's General Act settlement, in the  
10 amount of \$648,025.30, which is incorporated herein by reference;
- 11 5. Approving the application for payments to Class Counsel of attorney' fees in the amount of  
12 \$226,808.85;
- 13 6. Approving the application for payment to Class Counsel of reasonable costs in the amount of  
14 \$7,204.75;
- 15 7. Approving the Enhancement Payment of \$15,000 to Plaintiff Madrid Miller;
- 16 8. Approving the appointment of ILYM Group, Inc., as the Settlement Administrator and for  
17 payment to ILYM Group, Inc., for administering said class action settlement in the amount of  
18 \$7,000;
- 19 9. Approving the settlement of claims under the Private Attorneys General Act for the total  
20 amount of \$20,000, 75% of which will be paid to the Labor and Workforce Development  
21 Agency and 25% of which will be paid to Aggrieved Employees;
- 22 10. Directing that any amount from settlement checks that were not cashed by the check cashing  
23 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers  
24 Rights under the doctrine of *cy pres*; and
- 25 11. Approving and adopting the Proposed Order and its implementation schedule, which is filed  
26 herewith and incorporated by reference.

1 This Motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section  
2 2699(l)<sup>1</sup>, and California Rules of Court 3.769 and 3.764, on the grounds that the preliminarily approved  
3 class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class  
4 Members and should be approved by the Court. This motion will be based on the notice of motion,  
5 memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of  
6 Madrid Miller, the Declaration of Nathalie Hernandez, exhibits, the record and files of this case, and any  
7 further oral or documentary evidence introduced at the hearing of this motion.

8  
9 **Pursuant to Local Rule 11.2, the court will issue a tentative ruling on the merits of the matter by**  
10 **3:00 p.m. on the court day before the hearing. The tentative rulings are available by phone at**  
11 **(530)406-6806 and on the Court's web site after 3:00 p.m. The tentative ruling shall become the**  
12 **ruling of the court, unless a party desiring to be heard so advises the courtroom clerk of the**  
13 **designated department no later than 4:00 p.m. on the court day preceding the hearing, and**  
14 **further advises the courtroom clerk that such party has notified the other party(s) of its intention**  
15 **to appear.**

16 Dated: February 14, 2025

Shimoda & Rodriguez Law, PC

17 By: \_\_\_\_\_

18 Galen T. Shimoda  
19 Justin P. Rodriguez  
20 Renald Konini  
21 Attorneys for Plaintiff

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28 <sup>1</sup> Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. See Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

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Attorneys for Plaintiff MADRID MILLER

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**MEMORANDUM OF POINTS & AUTHORITIES  
IN SUPPORT OF PLAINTIFF'S MOTION FOR  
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## I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Madrid Miller (“Plaintiff”) seeks final approval of a wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$648,025.30 See *generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). *see also id.* at ¶¶ 5.1, 10.1; Declaration of Nathalie Hernandez (“Decl. Hernandez”), ¶¶ 5, 8.<sup>1</sup> Plaintiff brought this class action individually and on behalf of similarly situated employees who worked for Defendants Yolo Community Care Continuum and Amber Salazar (“Defendants”) (Plaintiff and Defendants sometimes collectively referred to as the “Parties”). See *generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 473 Class Members.

Plaintiff has alleged that Defendants 1) failed to pay overtime wages, 2) failed to provide meal periods or pay meal period premiums in lieu thereof, 3) failed to provide rest periods or pay rest period premiums in lieu thereof, 4) failed to provide accurate wage statements, 5) failed to pay final wages, 6) failed to reimburse expenses, and 7) engaged in unfair competition. See *generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 9-10. Plaintiff has also alleged Defendants are liable for civil penalties under the PAGA based on these violations. See *id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. See Decl. Rodriguez, ¶ 5. Defendants have also denied that this case is appropriate for class certification other than for purposes of settlement. See *id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. See Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. See Decl. Rodriguez, ¶¶ 6-7, 9-10; Declaration of Madrid Miller (“Decl. Miller”), ¶ 9.

The reaction of Class Members to the preliminarily approved Agreement has been

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<sup>1</sup> As set forth more fully below, while the stated Gross Settlement Amount under the Agreement is \$575,000, the Agreement’s escalator clause was triggered, causing a proportional increase to the Gross Settlement Amount to \$648,025.30.

overwhelmingly positive and gives substantial support to the Agreement and all terms and allocations therein being fair, reasonable, and adequate. Zero Class Members opted out of the settlement and there have been zero objections to the Agreement. *See* Decl. Hernandez, ¶¶ 12-13. It is well within the discretion of this Court to grant final approval of the proposed settlement, which satisfies all applicable criteria under California law. Accordingly, Plaintiff requests that the Court: (1) certify the settlement class; (2) grant final approval of the Agreement; (3) find that the procedures used to notify Class Members complied with due process; (4) Grant Plaintiff’s request for attorney’s fees and costs, the Enhancement payment to the Class Representative, and Settlement Administrator Costs; and (5) approve and adopt the proposed order granting final approval, which is filed concurrently herewith.

## **II. PROCEDURAL AND LITIGATION HISTORY**

Plaintiff filed a class action complaint on approximately June 7, 2023, in Yolo County Superior Court against Defendants. Plaintiff exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c)<sup>2</sup>; Decl. Rodriguez, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on approximately September 26, 2023, to include a PAGA claim. *See id.*; Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

## **III. INVESTIGATION AND DISCOVERY CONDUCTED**

Plaintiff thoroughly investigated issues affecting certification, the merits of the class claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Decl. Miller, ¶¶ 5-7. Plaintiff worked during the time all of Defendants’ policies and practices at issue in the Complaint were in effect and provided information regarding these policies and practices, enabling pre-filing investigations to take place. *See* Decl. Miller, ¶ 2. The Parties engaged in formal and informal discovery and exchange of documents, including a representative sampling of employee data, such as timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of limitations applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including certification issues, merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage

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<sup>2</sup> Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez, ¶¶ 6-7. The information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.* at ¶¶ 7, 9-10.

#### IV. NEGOTIATION AND PROPOSED SETTLEMENT

##### a. Plaintiff and Defendants Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. Over the course of approximately fifteen (15) months, Plaintiff has been investigating the claims and discussing with Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 5-8. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with Russ J. Wunderli, that the Parties were able resolve all claims and enter into the Agreement. *See id.* at ¶ 8.

##### b. The Terms of the Agreement

1. The following groups of individuals are covered by the Agreement: (a) Class Members, which include all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2019, up to August 18, 2024; and (b) Aggrieved Employees, which include all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2022, up to August 18, 2024. *See* Exhibit A, ¶¶ 1.2, 1.5.

2. Defendants will pay the Gross Settlement Amount of \$648,025.30, which is exclusive of the employer's share of payroll taxes. *See id.* at ¶ 5.1, 10.1. Decl. Hernandez, ¶¶ 5, 8. No portion of the Gross Settlement Amount will revert to Defendants. *See id.* at ¶ 5.6. Aggrieved Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

3. Up to \$15,000 will be paid to Plaintiff as an Enhancement Payment. This amount will be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

1           4.       Subject to Court approval, the Parties have selected ILYM Group, Inc., to act as the  
2 Settlement Administrator, whose final costs are \$7,000. The difference between the amount for  
3 Settlement Administrator Costs allocated under the Agreement (\$15,000) and the actual costs will be  
4 added to the Net Settlement Amount for Distribution to Participating Class Members. See Decl.  
5 Hernandez, ¶¶ 15, 16; Exhibit A, ¶¶ 1.33, 5.3.

6           5.       The Parties agree that \$20,000 of the Gross Settlement Amount shall be allocated to  
7 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to  
8 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. See Exhibit A, ¶  
9 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts  
10 by Defendants to maintain compliant policies and take corrective action, the presence of what may  
11 likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, Plaintiff  
12 believes the \$20,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring  
13 non-compliance given the facts of this case. See Decl. Rodriguez, ¶¶ 5-10; see also *Nordstrom Com.*  
14 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims  
15 based on their being disputed and being part of a class settlement which was evaluated based on the  
16 terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, \*8 n.2  
17 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-1%); *Jennings v.*  
18 *Open Door Marketing, LLC*, 2018 WL 4773057, \*9 (N.D. Cal. 2018) (approving settlement of PAGA  
19 claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016  
20 WL 5462451, \*7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation where total PAGA  
21 penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*  
22 *Commc 'ns California, LLC*, 2017 U.S. Dist. LEXIS 63514, \*1 (S.D. Cal. 2017) (preliminarily  
23 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S.  
24 Dist. LEXIS 8358, \*5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award  
25 alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, \*6 (S.D.  
26 Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson*  
27 *& Co.*, 2010 U.S. Dist. LEXIS 53416, \*2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in  
28 \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, \*9 (N.D. Cal.

2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, \*34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, \*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, \*14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, \*1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

6. The Parties agree that up to Thirty-Five Percent (35%) of the Gross Settlement Amount (\$226,808.85) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendants will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2. Additionally, the Parties agree that Plaintiff will be entitled to the actual litigation costs in the amount of \$7,204.75. *See* Exhibit D (Plaintiff's Counsel's Itemized Costs).

7. Any allocated amounts under the Agreement for Settlement Administrator Costs, any Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by the Court will remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶ 5.1-5.5.

8. Class Members who fail to timely opt-out of this settlement will waive all Released Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.5, 1.14, 1.26, 1.30, 1.32, 6.1. Aggrieved Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether they opt out of being a Class Member. *See id.* at ¶¶ 1.2, 1.14, 1.31-1.32, 6.2, 7.5.1.

9. For any portion of the Net Settlement Amount or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their respective settlement checks within 180 calendar days of issuance, that remaining amount shall be donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. *See* Exhibit A, at ¶ 5.6. Because the Agreement provides for all funds such that

there is no residue, the provisions of California Civil Procedure Code section 384 are inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford legal representation, including providing representation for employees in wage claims before the California Labor Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 26-36.

**c. Allocation of Settlement Funds**

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross Settlement Amount any attorneys' fees and costs, Enhancement Payment to the Class Representative, Settlement Administrator Costs, PAGA Payment that are approved and/or awarded by the Court. Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. *See* Exhibit A, at ¶¶ 1.17, 5.5, 5.8.

**V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE SUBSEQUENT CLASS ACTION ADMINISTRATION**

Plaintiff's motion for preliminary approval of the class action settlement was approved by the Court, in its entirety, on October 23, 2024. To comply with the class members' due process rights, the parties enlisted an exhaustive method to ensure the best practical means possible was used to provide notice to the class. The parties provided the class action administrator the names, last known address, and social security numbers for the class. The class action administrator then updated this information by doing an address trace for each individual using this information. *See* Decl. Hernandez, ¶¶ 5-6. Prior to the Notice of Settlement being mailed, the Settlement Administrator advised that the

1 Agreement's escalator clause had been triggered due to an increase in Qualifying Workweeks during  
2 the Class Period beyond the threshold provided for in Paragraph 10.1 of the Agreement. *See* Decl.  
3 Hernandez, ¶ 5. The Parties met and conferred regarding the increase in Qualifying Workweeks,  
4 ultimately confirming the proportional increase to the Gross Settlement Amount of \$138,862.50, which  
5 resulted in a new total Gross Settlement Amount of \$713,862.50. *See id.* The Notice of Settlement and  
6 estimated Individual Settlement Amounts were updated to reflect this increase to the Gross Settlement  
7 Amount prior to mailing. *See* Exh. A to Decl. Hernandez. However, after the initial mailing,  
8 Defendants' Counsel advised that there were twenty-two (22) individuals who were inadvertently  
9 included in the Class Member information provided to the Settlement Administrator and who should be  
10 removed because they were exempt employees, specifically excluded under the Class Member  
11 definition. *See* Decl. Hernandez, ¶ 8. A further notice was provided to these individuals advising them  
12 of the mistake and their exclusion from the Settlement. *See id.*; Exh. B to Decl. Hernandez. Removing  
13 these individuals from the class also affected the escalator clause because it reduced the number of  
14 Qualifying Workweeks for the remaining 473 Class Members, reducing the adjusted Gross Settlement  
15 Amount to \$648,025.30. *See* Decl. Hernandez, ¶ 8. Notwithstanding the reduction to the adjusted  
16 Gross Settlement Amount, the net per workweek value to Class Members (\$16.96), and their resulting  
17 Individual Settlement Amounts, are higher than the net per workweek value used to calculate their  
18 Individual Settlement Amounts in the Notice of Settlement (\$16.52), because of the lesser actual  
19 attorney's costs and Settlement Administrator Costs than the maximum allocations listed in the Notice  
20 of Settlement. *See id.* at ¶¶ 15-16; *see also* Decl. Rodriguez, ¶ 10. Because the change has benefited  
21 Class Members, no further notice is required. *See, e.g., In re Anthem, Inc. Data Breach Litigation*, 327  
22 F.R.D. 299, 330 (N.D. Cal. 2018) (collecting cases and stating "[t]he rationale is that class members  
23 who received adequate notice of the original settlement and decided not to opt out would not opt out of  
24 a more-favorable settlement").

25 If the Notice of Settlement mailings were returned as undeliverable, further investigation was  
26 performed and they were re-mailed using updated information. *See* Decl. Hernandez, ¶¶ 9-10.  
27 Approximately 20 Notice of Settlement Mailings were undeliverable after use of these methods. *See id.*  
28 at ¶ 11. The Notice of Settlement included information regarding the requested attorneys' fees, costs,

1 payment to the LWDA, administration costs, and tax allocations. See Exh. A to Decl. Hernandez. The  
2 average distribution to Participating Class Members is approximately \$786.49, the maximum  
3 distribution is approximately \$4,604.11. See *id.* at ¶ 16. No objections to the preliminarily approved  
4 settlement have been made and no Class Members opted out. See Decl. Hernandez, ¶¶ 12-13.

5 It is not required that Class Members be given actual notice of a class settlement; instead, the  
6 best practicable notice under the circumstances is all that is required. See *Silber v. Mabon*, 18 F.3d  
7 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);  
8 *Walsh v. CorePower Yoga LLC*, 2017 U.S. Dist. LEXIS 163991, \*12-14 (N.D. Cal. 2017); *Wright v.*  
9 *Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir.  
10 1994), the Court rejected a class member's argument that he had not received due process because he  
11 did not receive notice until after the opt out period, finding that, so long as the notice process utilized is  
12 the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of  
13 the notice. See *Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra*  
14 *Foods, Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any undeliverable notices in this case, the  
15 Court in *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members who did not  
16 receive actual notice due to their mailings being deemed undeliverable were still properly held to be  
17 part of the class settlement because they received the best notice practicable under the circumstances.  
18 See *Rannis v. Recchia*, 380 F. App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-  
19 984 (2019), the California Supreme Court noted that California has adopted a similar approach  
20 regarding providing notice to class members.

21 The notice method in *Rannis* is similar to that used in the present case. For example, the Notice  
22 of Settlement contains all information necessary for a Class Member to assess the litigation, the  
23 settlement, and whether they wanted to participate, object, or opt-out. See Exh. A to Decl. Hernandez.  
24 The Settlement Administrator utilized a national change of address database, forwarding notices, and  
25 skip tracing in an effort to ensure that all reasonable means were exhausted in attempting to provide Class  
26 Members notice of this settlement. See Decl. Hernandez, ¶¶ 5-7, 9-11. Additionally, the entire motion  
27 for preliminary approval, the Notice, and all filings in this matter were available, free of charge, online  
28 and accessible to all Class Members and identified on the class notice. See Exh. A to Dec. Hernandez,

pg. 4. The content of the notice provided and the manner in which it was provided to Class Members was the best practicable notice to satisfy due process.

**VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS PROVIDING AN EXCELLENT RECOVERY UNDER THE FACTS OF THIS CASE**

A class action may not be dismissed, compromised, or settled without Court approval and the decision to approve or reject a settlement is committed to the Court's sound discretion. See Cal. Rules of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)<sup>3</sup>; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001); see also Cal. Lab. Code §§ 2699(l)(2). However, "[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.'" See *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); see also *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. See *Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723 n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; see also *Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

**a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness**

The purpose of the Court's final evaluation of a proposed class action settlement is to determine only whether it is within the range of reasonableness. See *Wershba*, 91 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within "the range of reasonableness," it should grant final approval of the class action settlement. See, e.g., *North County Contr.'s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate

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<sup>3</sup>The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. See *Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further  
2 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the  
3 extent of discovery completed and the stage of the proceedings, the experience and views of counsel,  
4 the presence of a governmental participant, and the reaction of the class members to the proposed  
5 settlement. *See Dunk*, 48 Cal.App.4th at 1801. However, this Court should begin its analysis with a  
6 presumption that the proposed settlement is fair. “A presumption of fairness exists where: (1) the  
7 settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to  
8 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4)  
9 the percentage of objectors is small.” *Id.* at 1802; *see also In re Heritage Bond Litig.*, 2005 WL  
10 1594403, \*10 (C.D. Cal. 2005) (“It is established that the absence of a large number of objectors to a  
11 proposed class action settlement raises a strong presumption that the terms of a proposed class  
12 settlement action are favorable to the class members”).

13 **i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length**  
14 **Negotiations Between the Parties**

15 Settlement of this case was reached only after substantial litigation and extensive arm’s length  
16 negotiations lasting nearly fifteen (15) months, which included a full day mediation. *See Decl.*  
17 *Rodriguez*, ¶¶ 8. At all times, the negotiations were adversarial, although still professional in nature.  
18 *See id.*

19 **ii. The Extent of Investigation and Discovery Completed Provided Ample**  
20 **Information to Enter Into an Informed and Reasonable Settlement**

21 The Parties were in possession of all necessary information during the negotiations. The Parties  
22 engaged in substantial formal and informal discovery, which included all necessary components for  
23 evaluating the class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiff was  
24 in possession of this information prior to calculating any damages in this case. *See id.* As a result,  
25 Plaintiff was able to make a reasonable estimation of Defendants’ potential liability. *See id.* For these  
26 reasons, the settlement now before the Court was reached at a stage where “the parties certainly have a  
27 clear view of the strengths and weaknesses of their cases” sufficient to support the settlement. *See*  
28 *Boyd v. Bechtel Corp.*, 485 F.Supp. 610, 617 (N.D. Cal. 1979).

1                   **iii. Plaintiff's Counsel are Experienced in Similar Litigation**

2           Plaintiff's counsel have considerable experience in complex litigation such as class and PAGA  
3 actions. *See* Decl. Rodriguez, ¶¶ 12-20. Thus, Plaintiff's counsel are qualified to evaluate the class  
4 claims, the value of settlement versus moving forward with litigation, and viability of possible  
5 affirmative defenses. Plaintiff's counsel believe that the Agreement is fair, reasonable, and adequate in  
6 light of the risks associated with the claims, the uncertainties of complex litigation, and the secured  
7 benefit to Class Members. *See id.* at ¶ 10.

8                   **iv. No Class Members Objected or Opted Out**

9           The reaction by Class Members to the Agreement and all the terms and allocations stated  
10 therein is overwhelmingly positive. Zero Class Members have objected to any aspect of the Agreement  
11 and zero have opted out. *See* Decl. Hernandez, ¶¶ 12-13. This provides strong evidence that the  
12 settlement is fair, reasonable, and adequate. *See In re Heritage Bond Litig.*, 2005 WL 1594403, \*10  
13 ("It is established that the absence of a large number of objectors to a proposed class action settlement  
14 raises a strong presumption that the terms of a proposed class settlement action are favorable to the  
15 class members"); *Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D.  
16 Cal. 2004) ("That unanimous, positive reaction to the Proposed Settlement is compelling evidence that  
17 the Proposed Settlement is fair, just, reasonable, and adequate").

18                   **v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**  
19                   **Plaintiff's Case and the Risks and Costs of Further Litigation**

20           Plaintiff's claims and the ability to obtain and maintain certification all the way through trial  
21 were heavily disputed by Defendants. *See* Decl. Rodriguez, ¶¶ 5-10. Based on the records and facts of  
22 this case, the unadjusted Gross Settlement Amount (\$575,000) is approximately 14% of the maximum  
23 value of the claims in this matter and between 33% and 67% of the more realistic range of recovery  
24 (\$858,788.64 to \$1,736,659.13). *See* Decl. Rodriguez, ¶ 10. The net recovery after deducting the  
25 requested attorney's fees and costs, Enhancement Payment, Settlement Administrator Costs, and the  
26 PAGA Payment from the adjusted Gross Settlement Amount is \$372,011.69, which represents  
27 approximately 9% of the maximum value of the claims in this matter and between 21% and 43% of the  
28

1 more realistic range of recovery. *See id.* The average net award is approximately \$786.49, and the  
2 highest recovery is approximately \$4,604.11. *See id.* at ¶ 10; Decl. Hernandez, ¶¶ 15-16.

3 This settlement is a reasonable compromise of the class and PAGA claims, and is within the  
4 percentile ranges of the total available damages that have been approved in other class settlements. *See*  
5 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139  
6 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*  
7 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in  
8 settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than  
9 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from  
10 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017)  
11 (approving a settlement where the net recovery to class members was approximately 7.5% of the  
12 projected maximum recovery amount); *Avila v. Cold Spring Granite Co.*, 2017 U.S. Dist. LEXIS  
13 130878 (E.D. Cal. 2017) (approving a settlement with a gross recovery of 11% of the projected  
14 maximum damages available and a net recovery of approximately 6.7% of the projected maximum  
15 recovery); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245 (N.D. Cal. 2015) (approving a  
16 settlement where the gross recovery was approximately 8.5% of the projected maximum recovery);  
17 *Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776, \*48 (E.D. Cal. 2012) (“Class Members  
18 will receive an average of approximately \$198.70, with the highest payment to a Class Member being  
19 \$695.78 . . . Overall, the Court finds that the results achieved are good, which is highlighted by the fact  
20 that there was no objection to the settlement amount or the attorneys’ fees requested.”); *Gardner v. GC*  
21 *Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) (“the results achieved in this case were  
22 very favorable. Class members are provided with immediate monetary relief, with an average award of  
23 around several hundred dollars and a minimum award of \$50”).

24 **vi. The Proposed Settlement is a Reasonable Compromise of Claims**

25 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional  
26 information be presented in class action settlements “to ensure that the recovery represents a reasonable  
27 compromise, given the magnitude and apparent merit of the claims being released, discounted by the  
28 risks and expenses of attempting to establish and collect on those claims by pursuing the

litigation . . . .” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar* also does not require an explicit statement of the maximum amount to be recovered if a plaintiff prevailed on all the claims, provided there is a record that allows “an understanding of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 9-10. The record demonstrates that the compromises made by Plaintiff was reasonable and have resulted in a settlement with recovery percentage well within the range of what has been found to be sufficient in several other cases. *See, supra*, Section VI.a.v; *see also* *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery”).

**b. Provisional Certification of the Class is Appropriate**

Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three factors: (1) common questions of law or fact predominate; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.* Here, the Court conditionally certified the settlement class on October 9, 2024, and nothing has happened in the interim that would warrant changing that decision. *See Garcia v. City of King City*, 2017 WL 363257, \*4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, \*4 (N.D. Cal. 2017). Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

**i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

1 The proposed settlement class is ascertainable because all putative Class Members can be  
2 readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v.*  
3 *City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334  
4 (2008). The numerosity requirement is met because there are 334 individuals who fall within the  
5 definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters' &*  
6 *Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff'd* 694 F.2d 531 (9th Cir. 1982);  
7 *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the  
8 numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these  
9 requirements are satisfied.

10 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

11 The commonality requirement is met when there are questions of law or fact regarding the class  
12 as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires  
13 only that some common legal or factual questions exist; Plaintiff need not show that all issues are  
14 identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior*  
15 *Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over  
16 individual questions and class-wide treatment of a dispute must be superior to individual litigation.<sup>4</sup>  
17 *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to  
18 warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is  
19 met when claims of the named representative are typical of those of the class, though “they need not be  
20 substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47 (1983).

21 The common questions of law and fact in this case stem from Plaintiff’s contention that  
22 Defendants violated California law by 1) failing to incorporate the value of shift differentials paid into  
23 Plaintiff’s and similarly situated employees’ regular rates of pay for the purpose of paying overtime  
24 wages, meal period premiums, rest period premiums, and paid sick time, 2) failing to authorize and  
25 permit Plaintiff and similarly situated employees to take all meal and rest periods owed to them, 3)  
26 requiring Plaintiff and similarly situated employees to work for periods of more than five hours without  
27

28 <sup>4</sup>When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 receiving an uninterrupted thirty (30) minute meal period, 4) having a meal period policy that is  
2 defective because it states that employees working more than six hours are required to take their 30-  
3 minute meal break no later than five (5) hours after the start of their shift and that employees working  
4 only six (6) hours do not need to take a thirty (30) minute meal break when in fact employees are  
5 entitled to a thirty (30) minute meal period if they work more than five (5) hours, not more than six (6),  
6 5) failing to provide Plaintiff and similarly situated employees with an uninterrupted ten (10) minute rest  
7 period every four hours or major fraction thereof they worked, 6) requiring Plaintiff and similarly  
8 situated employees to incur expenses for work without paying reimbursement for such expenses which  
9 included not paying reimbursement for the use of their personal cell phones for work purposes See  
10 Exhibit B. The waiting time penalties, unfair competition, and PAGA claims are derivative of these  
11 violations. See *id.* Plaintiff and the Class Members seek the same remedies under state law. Under  
12 these specific circumstances, the commonality and predominance requirements are satisfied. Regarding  
13 the typicality requirement, Plaintiff contends he suffered from the same unlawful policies, treatment, and  
14 circumstances as Class Members did, will request the same remedies, and will rely on the same methods  
15 of proof to establish liability and damages. See *id.* Thus, the typicality requirement is also satisfied for  
16 settlement purposes.

17 **iii. The Adequacy Requirement is Met**

18 The adequacy of representation requirement is met if the named representative and counsel have  
19 no interests adverse to those of the putative class members and are committed to vigorously prosecuting  
20 the case on behalf of the class. See *Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60  
21 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,  
22 Plaintiff and the putative Class Members will receive a pro rata share of the settlement based on the  
23 number of workweeks they worked for Defendants. See Exhibit A. Finally, any settlement class  
24 member who wished to opt-out of the settlement was able to do so, and he or she was also able to  
25 dispute the number of workweeks stated in the Notice of Settlement.

26 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's  
27 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.  
28 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by

1 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter  
2 engaged Defendants' counsel in settlement discussions over the course of approximately fifteen (15)  
3 months. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims.  
4 Because Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the  
5 adequacy requirement is met. *See generally* Decl. Rodriguez.

6 **VII. THE AMOUNTS REQUESTED FOR ATTORNEY'S FEES AND COSTS, AN**  
7 **ENHANCEMENT PAYMENT TO THE CLASS REPRESENTATIVE, AND**  
8 **SETTLEMENT ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD BE**  
9 **APPROVED**

10 The Notice of Settlement sent to Class Members specifically identified the allocations for  
11 attorney's fees and costs, the Enhancement Payment, and Settlement Administrator Costs. *See* Exh. A  
12 to Decl. Hernandez. In fact, because of the initial adjustment to the Gross Settlement Amount from the  
13 escalator clause in Paragraph 10.1 of the Agreement, the stated amount of attorney's fee (35% of  
14 \$713,861.95) was more than is actually being requested at this time (35% of \$648,025.30). *See id.* The  
15 reaction of Class Members to the requested amounts provides useful evidence of whether they are  
16 reasonable. *See In re Heritage Bond Litig.*, 2005 WL 1594403, \*21 ("The absence of objections or  
17 disapproval by class members to Class Counsel's fee request further supports finding the fee request  
18 reasonable"). As noted above, there were no objections raised to the Agreement or any term or  
19 allocation therein whatsoever. *See* Decl. Hernandez, ¶ 13. In addition to Class Members' reactions  
20 supporting the requested amount, the facts and applicable case law also support awarding these  
21 amounts in full.

22 An award of attorney's fees should include compensation for all hours reasonably spent. *See*  
23 *Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001); *see also Hensley v. Eckerhart*, 461 U.S. 424, 431  
24 (1983) (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client).  
25 California has not adopted any "benchmark" percentage utilized by several federal courts. *See Emmons*  
26 *v. Quest Diagnostics Clinical Lab's, Inc.*, 2017 WL 749018, \*7 (E.D. Cal. 2017) ("Notably, while the  
27 California Supreme Court recognized the Ninth Circuit's 25 percent benchmark for percentage awards  
28 in common fund cases, it did not adopt such a benchmark for California cases"). Instead, "[t]he  
benchmark in determining attorney fees is reasonableness." *Karton v. Ari Design & Constr., Inc.*, 61

1 Cal.App.5th 734, 744 (2021).

2 **a. A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within**  
3 **the Ranges Historically Approved by Courts in Class Settlements and a Lodestar**  
4 **Cross Check Validates the Proposed Fee**

5 An award of attorney's fees under the common fund doctrine is appropriate in this case as there  
6 is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be  
7 accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf of Class  
8 Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,  
9 lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016);  
10 *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van*  
11 *Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of  
12 persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole.").  
13 The requested fee, 35% of the common fund, is within ranges awarded in other cases. *See Martin v.*  
14 *Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796, \*22-23 (S.D. Cal. 2011) (collecting cases); *Birch v.*  
15 *Office Depot, Inc.*, USDC Southern District, Case No. 06cv1690 DMS (WMC) (awarding 40% fee on a  
16 \$16 million wage and hour class action settlement); *Rippee v. Boston Mkt. Corp.*, USDC Southern  
17 District, Case No. 05cv1359 BTM (JMA) (awarding a 40% fee on a \$3.75 million wage and hour class  
18 action settlement).

19 To the extent there may be some Courts that have granted fees at a percentage less than 35%,  
20 that does not justify an arbitrary cap on Class Counsel's fees in this case. First, in many instances, the  
21 treatises or cases discussing these percentages are relying on federal decisions guided by a  
22 "benchmark" percentage of 25% that has not been adopted by the California Supreme Court. *See*  
23 *Emmons*, 2017 WL 749018, \*7. This artificially lowers the average percentage of fees awarded.  
24 Second, many of the same decisions and treatises refer to cases that have a substantial gross settlement  
25 fund to begin with, which will generally correspond to a lower percentage of fees being deemed  
26 reasonable. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002) (compiling an  
27 appendix of class settlements with gross settlement funds of \$53 million to \$193 million and a range of  
28 2.8% to 40% in awarded attorney's fees, averaging approximately 22%). Rather than acting as a cap on  
any fee, the percentages applied in cases are a tool to cross check the reasonableness of the fee just as

1 the lodestar method is a tool to cross check the reasonableness of the requested percentage. *See Karton*,  
2 61 Cal.App.5th at 744; *Vizcaino*, 290 F.3d at 1048 (“courts cannot rationally apply any particular  
3 percentage—whether 13.6 percent, 25 percent or any other number—in the abstract, without reference  
4 to all the circumstances of the case”). The Yolo County Superior Court has also granted common fund  
5 attorney’s fee awards of 35% in past cases litigated by Plaintiff’s Counsel. *See, e.g., Castorena v.*  
6 *Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.) (Order Granting Plaintiff’s Motion for Final  
7 Approval of Class Action and PAGA Settlement, March 4, 2020, pg. 3); *Appel v. Sunfoods, LLL, et al.*,  
8 CV2023-2012 (Yolo Sup. Ct.) (Order Granting Plaintiff’s Motion To Approve Private Attorney’s  
9 General Act Settlement, January 22, 2025, pg. 3).

10 To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the  
11 cross check only validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an award of  
12 attorney’s fees should include compensation for all hours reasonably spent. *See Ketchum*, 24 Cal.4th at  
13 1133; *see also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the kind  
14 normally billed to a fee-paying client). Class Counsel will have spent approximately 439.8 hours  
15 performing tasks that would normally be billed to any fee playing client in complex litigation after  
16 monitoring the disbursement of all funds and compliance hearing(s). *See Decl. Rodriguez*, ¶ 22;  
17 Exhibit F; *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th 691, 699 (2014) (“Because time records are  
18 not required under California law ..., there is no required level of detail that counsel must achieve.”)  
19 (internal quotations omitted). At judicially approved rates for Plaintiff’s Counsel in Sacramento  
20 County and the Eastern District of California, for Class Counsel’s level of experience and this type of  
21 complex litigation, this equates to a lodestar of approximately \$271,455. *See Decl. Rodriguez*, ¶¶ 21-  
22 23; *Children’s Hosp. and Med. Ctr. v. Bonta*, 97 Cal.App.4th 740, 746 (2002) (noting rates were  
23 reasonable where they were “within the range of reasonable rates charged by and judicially awarded  
24 comparable attorneys for comparable work”).

25 The reasonableness of Class Counsel’s fee request is also demonstrated by the fact that the  
26 amount requested would not require any multiplier of the lodestar. Multipliers are typically awarded in  
27 contingent fee litigation to compensate counsel for the risk of non-payment:  
28

1 It is an established practice in the private legal market to reward attorneys  
2 for taking the risk of non-payment by paying them a premium over their  
3 normal hourly rates for winning contingency cases. *See Richard Posner,*  
4 *Economic Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent  
5 fees that may far exceed the market value of the services if rendered on a  
6 non-contingent basis are accepted in the legal profession as a legitimate  
7 way of assuring competent representation for Plaintiff who could not  
8 afford to pay on an hourly basis regardless whether they win or lose.

9 *Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291, 1299 (9th  
10 Cir. 1994). Moreover, “in the common fund context, attorneys whose compensation depends on their  
11 winning the case, must make up in compensation in the cases they win for the lack of compensation in  
12 the cases they lose.” *Id.* at 1300-01; *see also Ketchum*, 24 Cal.4th at 1138 (“The adjustment to the  
13 lodestar figure, *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will not receive  
14 payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither  
15 unexpected nor fortuitous”); *Wershba*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to 4 or  
16 even higher”). Yet, Class Counsel’s requested fee of \$226,808.85 would actually result in a negative  
17 multiplier. As a result, a lodestar cross check validates the common fund percentage requested and the  
18 Court should grant Plaintiff’s Counsel’s fee request. *See Decl. Rodriguez*, ¶¶ 21-23.

19 **b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit**  
20 **Obtained**

21 The appropriate analysis in determining whether particular costs are compensable is whether  
22 they are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v.*  
23 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees  
24 those out-of pocket expenses that ‘would normally be charged to a fee paying client’”); *Abrams v.*  
25 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8  
26 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seeks  
27 reimbursement here are categories normally charged to hourly clients and, therefore, should be  
28 reimbursed out of the common fund. *See Decl. Rodriguez*, ¶ 24; Exhibit D.

1                   **c. Class Counsel's Request for A Class Representative Enhancement Payment Is**  
2                   **Justified In Light of The Results Achieved for the Class**

3                   A service payment to a named plaintiff is intended to recognize their time and effort on behalf  
4 of the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs for the  
5 services they provide and the risks they incurred during the course of the class action litigation. *See*  
6 *Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001). In *Ingram*, the Court approved  
7 incentive awards of \$300,000.00 to each named Plaintiff in recognition of the services they provided to  
8 the class by responding to discovery, participating in the mediation process, and taking the risk of  
9 stepping forward on behalf of the class. *See id.* at 694; *see also Van Vranken v. Atlantic Richfield Co.*,  
10 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00 participation award); *Cellphone*  
11 *Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the four (4)  
12 named plaintiffs).

13                   In this case, Plaintiff spent approximately 150-175 hours providing substantial support in  
14 helping to secure payment to Class Members. Plaintiff provided and explained a substantial number of  
15 documents critical to helping establish important facts central to this case and participated in substantial  
16 amount of informal discovery. *See* Decl. Miller, ¶¶ 5-7. Payment of \$15,000.00 to Plaintiff is  
17 appropriate given the risk, assistance, time required, and burden experienced in bringing and resolving  
18 this case, especially since this amount was identified in the Notice of Settlement and no objections to it  
19 have been received. *See West v. Circle K Stores, Inc.*, 2006 U.S. Dist. LEXIS 76558, \*7-\*8, \*12, \*27  
20 (E.D. Cal. 2006) (awarding a \$15,000 representative enhancement where 10,000 class members were to  
21 receive a gross award of approximately \$500 each from the \$5,000,000 settlement); *Dent v. ITC Serv.*  
22 *Croup*, 2013 U.S. Dist. LEXIS 139359, \*9-\*10, \*15-\*16 (D. Nev. 2013) (awarding a \$15,000  
23 representative enhancement out of a \$150,000 settlement for approximately 530 class members).

24                   **d. The Court Should Approve the Payment of Settlement Administrator Costs**

25                   Since being preliminarily approved as the Settlement Administrator, ILYM Group, Inc., has  
26 carried out its duties as set forth in the Court's order and the Agreement. *See generally* Dec.  
27 Hernandez. Under the Agreement, a maximum of \$15,000 was set aside for potential Settlement  
28 Administrator Costs. ILYM Group, Inc.'s, final costs are \$7,000.00, well under the potential maximum

Class Members were given notice of. Plaintiff requests that the Court approve payment to the Settlement Administrator in the amount of \$7,000.00 to compensate it for the costs of administration as part of the final order approving the Settlement.

#### **VIII. CONCLUSION**

For all of the foregoing reasons, Plaintiff respectfully requests that this Court certify the class for settlement purposes; grant final approval of the proposed settlement, including the Enhancement Payment, the payment to the LWDA under PAGA, payment of Settlement Administrator Costs, and Class Counsel's application for reasonable attorneys' fees and costs; find that the Notice of Settlement, and administration process satisfied Class Members' due process rights; and approve the proposed order submitted concurrently herewith.

**Shimoda & Rodriguez Law, PC**

Dated: February 14, 2025

By:   
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Justin P. Rodriguez  
Renald Konini  
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Attorneys for Plaintiff MADRID MILLER

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

MADRID MILLER, individually and on  
behalf of all other similarly situated  
employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM,  
a California Corporation; AMBER  
SALAZAR, an individual; sand DOES 1 to  
100, inclusive,

Defendants.

**Case No. CV2023-1150**

**CLASS ACTION**

**DECLARATION OF JUSTIN P. RODRIGUEZ IN  
SUPPORT OF PLAINTIFF'S MOTION FOR  
FINAL APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Date: March 13, 2025

Time: 9:00 a.m.

Dept.: 14

Judge: Hon. Samuel T. McAdam

Filed: June 7, 2023

FAC Filed: September 26, 2023

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of  
3 California and an attorney of record for Plaintiff Madrid Miller (“Plaintiff”) herein. I am making this  
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff’s  
5 Motion for Final Approval of Class Action and PAGA Settlement (“Motion”). A true and correct copy  
6 of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement”) in  
7 this matter is filed with this Motion as Exhibit A.

8 2. This case was brought as a wage and hour class action based on Plaintiff’s contention  
9 that Defendants Yolo Community Care Continuum and Defendants Amber Salazar, (“Defendants”)  
10 violated California law by 1) failing to pay overtime wages, 2) failing to provide meal periods or pay  
11 meal period premiums in lieu thereof, 3) failing to provide rest periods or pay rest period premiums in  
12 lieu thereof, 4) failing to provide accurate wage statements, 5) failing to pay final wages, 6) failing to  
13 reimburse expenses, and 7) engaging in unfair competition. Plaintiff also alleged liability for civil  
14 penalties under the Private Attorneys General Act (“PAGA”). These claims were based on allegations  
15 that Defendants violated California law by 1) failing to incorporate the value of shift differentials paid  
16 into Plaintiff’s and similarly situated employees’ regular rates of pay for the purpose of paying  
17 overtime wages, meal period premiums, rest period premiums, and paid sick time, 2) failing to  
18 authorize and permit Plaintiff and similarly situated employees to take all meal and rest periods owed to  
19 them, 3) requiring Plaintiff and similarly situated employees to work for periods of more than five  
20 hours without receiving an uninterrupted thirty (30) minute meal period, 4) having a meal period policy  
21 that is defective because it states that employees working more than six hours are required to take their  
22 30-minute meal break no later than five (5) hours after the start of their shift and that employees  
23 working only six (6) hours do not need to take a thirty (30) minute meal break when in fact employees  
24 are entitled to a thirty (30) minute meal period if they work more than five (5) hours, not more than six  
25 (6), 5) failing to provide Plaintiff and similarly situated employees with an uninterrupted ten (10)  
26 minute rest period every four hours or major fraction thereof they worked, 6) requiring Plaintiff and  
27 similarly situated employees to incur expenses for work without paying reimbursement for such  
28 expenses which included not paying reimbursement for the use of their personal cell phones for work

1 purposes. he PAGA, waiting time penalty, wage statement violation, and unfair competition claims also  
2 derive from these violations.

3 3. Plaintiff is the only named representative in this matter. From our initial investigations  
4 of Plaintiff's claims and documents, we believed these claims had merit and could be maintained as a  
5 class action. We filed the action on or about June 7, 2023. Plaintiff exhausted administrative remedies  
6 through the Labor and Workforce Development Agency ("LWDA") prior to amending the Complaint  
7 to add a PAGA claim. Plaintiff filed a notice with the LWDA on June 7, 2023, setting forth the facts  
8 and theories of liability. A true and correct copy of the notice filed with the LWDA is being filed with  
9 this Motion as Exhibit C. A copy of the notice was also sent to Defendants via certified mail and the  
10 \$75.00 filing fee was remitted to the LWDA at that time. There was no response by the LWDA  
11 regarding its intent to investigate the claims alleged in Plaintiff's notice for more than 65 days. As  
12 such, Plaintiff became authorized to commence a civil action under the PAGA and filed a First  
13 Amended Complaint on September 26, 2023. A true and correct copy of Plaintiff's operative  
14 Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA  
15 on July 12, 2024, after we received an endorsed copy back from Court.

16 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

17 5. Defendants are represented in this matter by Elguindy Meyer & Koegel APC. From the  
18 beginning, Defendants have contested the merits of this case, the suitability of the case for class action  
19 or representative treatment, the manageability of the case at trial, and Plaintiff's ability to prove a  
20 violation in each pay period for each employee among other defenses and contentions they made  
21 challenging the propriety of this action. Defendants further contended, even assuming there was a  
22 finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion  
23 to substantially reduce any such penalties owed based on evidence of good faith attempts to comply  
24 with California Labor Code obligations by Defendants. Notwithstanding its agreement to settle this  
25 matter, Defendants believe the practices Plaintiff is contending are unlawful either do not exist or, to  
26 the extent they do exist, fully comply with all state and federal employment laws with respect to  
27 Plaintiff and Class Members. Also, Defendants have contended that this matter is not appropriate for  
28 class certification outside of this proposed class settlement.

1           6.       Based on the expected testimony from Plaintiff and Class Members, a review of  
2 Defendants' policies and procedures and other documents relating to the alleged claims, information on  
3 the number of Class Members, Class Members' dates of employment, and a representative sample of  
4 Class Members' payroll data, the scope of the potential damages to Plaintiff and Class Members in light  
5 of the claims alleged, the uncertainty in the law with regard to certification, and the negotiations that  
6 have taken place, I am convinced that the proposed settlement is in the best interest of the class. The  
7 length and risks of trial and other normal perils of litigation that impact the value of the claims were also  
8 considered and weighed in reaching the Agreement. In addition, I carefully considered the prospect of  
9 potential class certification issues as well as the uncertainty of class certification, the difficulties of  
10 complex litigation, and the lengthy process of establishing specific damages and various possible delays  
11 and appeals in agreeing to the proposed settlement. I further considered the fact that penalties under the  
12 PAGA could be substantially cut at the discretion of the Court even if Plaintiff was successful on  
13 proving those claims and there was risk that a Court could find no willfulness in the failure to pay wages  
14 at separation, which would eliminate the value of the waiting time penalty claim entirely. Overall, I  
15 believe it is more beneficial to secure a guaranteed benefit to the class now rather than to proceed with  
16 litigation and potentially obtain zero funds to the class due to legal or factual issues in the case.

17           7.       My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our  
18 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims  
19 and potential damages for such claims. The parties engaged in formal discovery but also agreed to  
20 engage in informal discovery and exchange of documents, including a representative sampling of  
21 employee data such as timecard data, paystubs, payroll data and relevant handbooks, bulletins, and  
22 memoranda containing Defendants' policies for the entirety of the statute of limitations applicable to the  
23 alleged claims. We also interviewed many of the Class Members to assess the certification, merits, and  
24 damages elements of the claims. The discovery covered all aspects of the asserted claims, including  
25 certification issues, merits issues, damages, the scope and configuration of Class Members, the content  
26 and implementation of the wage and hour policies at issue, issues relating to manageability concerns at  
27 trial, among other relevant areas. The discovery included many different documents, including employee  
28 onboarding documents, employee policy and handbooks, employment agreements, and timecards. From

1 this production we were able to determine information critical to a reliable damages analysis such as the  
2 average hourly rate, average daily hours worked, the average number of workweeks and pay periods that  
3 had potential violations based on the asserted claims, the frequency with which violations occurred in a  
4 given week and/or pay period, and the number of former employees. This information allowed my  
5 office to assess both liability and damages and create an accurate damages model. Plaintiff assisted in  
6 all aspects of this litigation including providing factual information relating to Plaintiff's and Class  
7 Members' employment conditions, providing a substantial number of documents, and answering  
8 questions regarding Defendants' factual contentions in this matter. This was important because it  
9 directly related to our ability to maintain this case as a class action and our ability to obtain a favorable  
10 settlement for the class.

11 8. Throughout this litigation our office had numerous communications with Defendants'  
12 Counsel discussing our respective positions. The parties engaged in mediation on June 19, 2024, using  
13 an experienced mediator, Russ J. Wunderli. It was only after approximately fifteen (15) months of  
14 extensive, arm's length negotiations that the parties were able to reach a settlement, which only occurred  
15 after a full-day mediation. The negotiations were at all times contentious and adversarial, though still  
16 professional in nature.

17 9. The following represents the maximum recovery for each of Plaintiff's claims at the  
18 time of mediation based on my office's analysis of Defendants' relevant policies and the data produced  
19 by Defendants, including a sample of time and payroll records for Class Members. There were 17,691  
20 workweeks in the Class Period, 3,734 PAGA pay periods, and an average base hourly rate of \$19.97.  
21 We interviewed approximately twenty-eight (28) putative class members, covering their work  
22 experiences in relation to the asserted claims and utilizing that information in conducting a merits and  
23 damages analysis:

- 24 a) Unpaid Overtime based on RROP: This claim is based on the allegations that  
25 Defendant failed to pay Plaintiff and Class Members all overtime wages due to  
26 Defendants' failure to incorporate the value of shift differentials paid when  
27 calculating the regular rate of pay for premium purposes such as overtime.  
28 Defendant paid Plaintiff and Class Members a shift differential for working the

graveyard shift. The maximum damages amount for this claim is \$21,229.20. Only 48% of the approximately 8,845.50 total pay periods were affected by this claim. There was an average underpayment of \$5.00 per pay period. While this number does not take into account any potential risks with respect to Plaintiff proving the merits or damages, which was heavily disputed, the potential damages were relatively small compared to the claims as a whole and were more relevant during settlement discussions with how they impacted liability for derivative penalties such as wage statement and waiting time penalty violations. As such, Plaintiff will be utilizing the maximum value of this claim for purposes of the *Kullar* analysis;

b) Meal Period: This claim is based on allegations that Defendant did not provide Class Members with all meal periods owed to them or to the extent meal periods were provided there were occasions where they were not provided until after Class Members' fifth hour of work. At the time of mediation, the maximum possible damages for this claim based on Defendant's time and payroll records and anticipated Class Member testimony was \$317,960.34. This amount was calculated based on an average of five meal periods being available to Class Members each week and an 18% violation rate derived from the payroll records. This amount does not take into account any potential risks with respect to Plaintiff proving the merits or damages. Defendants produced paystubs that showed that Defendants paid meal period premiums for any noncompliant meal periods. Also, Defendants contended that they provided Class Members with an opportunity to take meal periods and had scheduled different slots for Class Members to take their meal periods and contend to the extent they were not taken or were taken late it was due to employee choice. Defendants also disputed Plaintiff's estimated violation rate and argued that to the extent there were any meal violations the frequency was much lower and that when it had knowledge of violations premiums were paid. Taking these factors into account, a more realistic range of recovery for this claim is \$158,980.17 to \$222,572.24 (30% to 50% reduction);

- 1 c) Rest Breaks: This claim was based on the same allegations as the meal period claim.  
2 Plaintiff assumed that the circumstances that created an employee's inability to take  
3 a meal period on a particular day also would have interfered with their ability to take  
4 a rest period. Thus, the violation rate for this claim was also 18%. Based on  
5 Plaintiffs' investigations and the payroll records, this equates to a maximum  
6 exposure of approximately \$317,960.34. However, this does not account for the risk  
7 associated with this claim. Because this claim is based on the same factual basis as  
8 the meal period claims, it is also subject to the same risks as detailed above.  
9 Defendants contend they informed Class Members that they should take legally  
10 compliant rest periods. Defendants contend that they provided Class Members with  
11 an opportunity to take rest periods and that to the extent they were not taken it was  
12 due to employee choice. Additionally, this claim does not benefit from any  
13 presumptive violation based on time records under the law like meal period claims  
14 do. Taking these factors into account, a more realistic range of recovery for this  
15 claim would be between \$158,980.17 to \$222,572.24 (30%-50% reduction to  
16 account for potential risk);
- 17 d) Failure to Provide Accurate Meal and Rest Period Premiums (RROP): This claim is  
18 based on the allegations that Defendant failed to pay Plaintiff and Class Members all  
19 meal and rest period premium wages due to Defendants' failure to incorporate the  
20 value of shift differentials paid when calculating the regular rate of pay for premium  
21 purposes such as meal and rest periods. Defendant paid Plaintiff and Class Members  
22 a shift differential for working the graveyard shift. The maximum damages amount  
23 for this claim is \$13,135.57. Only 2,919.02 of the approximately 8,845.50 total pay  
24 periods were affected by this claim. There was an average underpayment of \$4.50  
25 per pay period. While this number does not take into account any potential risks with  
26 respect to Plaintiff proving the merits or damages, which was heavily disputed, the  
27 potential damages were relatively small compared to the claims as a whole and were  
28 more relevant during settlement discussions with how they impacted liability for

1 derivative penalties such as wage statement and waiting time penalty violations. As  
2 such, Plaintiff will be utilizing the maximum value of this claim for purposes of the  
3 *Kullar* analysis;

4 e) Sick Time RROP Violations: This claim also was based on the contention that  
5 Defendants failed to properly calculate the regular rate of pay for sick pay premiums  
6 that were actually paid to Class Members based on the failure to include the value of  
7 the graveyard shift differentials. At the time of mediation, the maximum possible  
8 damages for this claim based was estimated to be \$17,928.06. This amount does not  
9 take into account any potential risks with respect to Plaintiff proving the merits or  
10 damages. This amount was calculated based on the calculation that only 16.89% of  
11 the pay periods were affected. There was an average underpayment of \$12.00 per  
12 pay period. While this number does not take into account any potential risks with  
13 respect to Plaintiff proving the merits or damages, which was heavily disputed, the  
14 potential damages were relatively small compared to the claims as a whole and were  
15 more relevant during settlement discussions with how they impacted liability for  
16 derivative penalties such as wage statement and waiting time penalty violations. As  
17 such, Plaintiff will be utilizing the maximum value of this claim for purposes of the  
18 *Kullar* analysis;

19 f) Reimbursement: This claim was based on Plaintiff's contention that Defendants  
20 required Plaintiff and Class Members to use their personal cellphones to login to an  
21 app to record their hours worked. Defendant heavily disputed whether use of  
22 personal cell phones was required given the presence of company computers that had  
23 the same app to record the hours worked. This was confirmed by witnesses who  
24 stated that Class Members were able to log in their hours using company computers.  
25 This raised a substantial risk that the Court would find against Plaintiff on this claim.  
26 Given the risks, I believe it is unlikely that there would be any recovery on this claim  
27 if the matter went to trial. Thus, there was no value attributed to this claim due to  
28 lack of evidence substantiating its occurrence;

- 1 g) Wage Statement Violations: This claim is derivative of Plaintiffs' overtime, sick  
2 leave, and meal and rest period claims. The maximum exposure for this claim is  
3 \$186,700, which is calculated based on an initial violation of \$50 per pay period per  
4 employee. Based on our research, we did not find any prior Labor Commissioner or  
5 court decisions that stated Defendant's practices and/or policies were improper. As  
6 such, a "subsequent violation" may not be found for penalty calculation purposes  
7 and the exposure analysis here is based on an "initial violation" valuation being  
8 adopted by any fact finder if this matter went to trial. In addition, Labor Code  
9 section 226 requires a knowing and intentional violation and Defendant contends  
10 that to the extent the wage statements it issued to Class Members were incorrect it  
11 was not intentional. This amount does not take into account the potential risks  
12 associated with this claim and assumes a violation in every pay period. Because this  
13 claim is derivative of Plaintiff's other claims, the same risks identified above for  
14 Plaintiff's overtime, meal period, and rest period claims, and sick leave equally  
15 apply here, substantially affecting the potential value of this claim. Taking these  
16 factors into account, a more realistic range of recovery for this claim is between  
17 \$93,350 to \$130,690 (30% to 50% reduction);
- 18 h) Waiting Time: This claim is derivative of the failure to pay overtime, failure to pay  
19 sick time, and failure to provide meal and rest periods. Thus, the same risks  
20 identified above apply to this claim. At the time of mediation, the maximum  
21 possible damages for this claim based on the data and information provided by Class  
22 Members was \$1,133,736.84. This amount was calculated based on information  
23 from Defendant that there were 228 former employees. It was assumed that each  
24 former employee had some amount of wages owing to him or her and the penalty  
25 was calculated using a full 30 days. This amount does not take into account any  
26 potential risks with respect to Plaintiff proving the merits or damages. Labor Code  
27 section 203 requires that the failure to pay wages be willful in order for a waiting  
28 time penalty to be appropriate. Defendants contend that it cannot be liable for

1 waiting time penalties because it has a good faith defense. There is substantial risk  
2 that Defendants' practices and records would provide it with a good faith affirmative  
3 defense, which would eliminate the value of this claim entirely. *See Diaz v. Grill*  
4 *Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). Taking these factors into  
5 account, it is possible this claim would be eliminated entirely or at the very least be  
6 reduced significantly to \$226,747.37 to \$453,494.74 (60% to 80% reduction based  
7 on risk);

8 i) PAGA: This claim is derivative of the Labor Code violations identified above and  
9 would be subject to all the same risks as the underlying claims it is based on.  
10 Additionally, based on our research, we did not find any prior Labor Commissioner  
11 or court decisions that stated Defendants' practices and/or policies were improper.  
12 As such, a "subsequent violation" may not be found for penalty calculation purposes,  
13 and the exposure analysis here is based on an "initial violation" valuation being  
14 adopted by any fact finder if this matter went to trial. *See Amaral v. Cintas Corp.*  
15 *No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). Based on Class Members' payroll  
16 data, the maximum total exposure for this claim is \$1,867,610.46. This amount does  
17 not take into account any of the risks in proving the merits of the underlying claims  
18 that the PAGA damages are based on. Beyond the risks on the merits, the correct  
19 valuation of civil penalty amounts for certain claims under PAGA were in dispute  
20 For example, the calculation valued civil penalties for failure to pay final wages  
21 under Labor Code section 256 (which provides the civil penalty amount will not  
22 exceed 30 days' pay as waiting time under the terms of Section 203) for a total of  
23 \$570,343.20 instead of the \$100 per violation default penalty under Labor Code  
24 2699(f), which results in a reduction to \$11,900 for this claim. Using the lowered  
25 valuation would reduce the maximum available PAGA penalties to \$935,767.26. In  
26 addition to the risks on the merits and disputes regarding the proper valuation of the  
27 penalty amounts, I believe the Court may exercise its discretion to reduce PAGA  
28 penalties in this case in light of a majority of the civil penalties sought would be in

1 addition to amounts owed for substantive violations, some of the violations are due  
2 to technical non-compliance with the Labor Code, such as derivative wage statement  
3 violations, and Defendant produced legally compliant policies among other  
4 documents, that a Court may find demonstrates a good faith attempt at compliance.  
5 Courts are statutorily authorized to use discretion to reduce penalties and the range  
6 of discretion used varies substantially. *See Thurman v. Bayshore Transit Mgmt.,*  
7 *Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction); *Fleming v. Covidien, Inc.*,  
8 2011 U.S. DIST. LEXIS 154590, \*9 (C.D. Cal. 2011) (82% reduction). The 82%  
9 reduction equates to roughly \$9-\$50 worth of civil penalties per pay period per  
10 employee depending on the total potential value of the civil penalty (*i.e.* \$50-\$250),  
11 which is more in line with actual awards based on my experience and review of  
12 awards in other cases. Thus, even if using the maximum values possible and setting  
13 aside risks of proving the claims on the merits, the total exposure may be cut to  
14 approximately \$336,169.88 (82% reduction) to \$1,307,327.32 (30%) or lower.  
15 Using the lower, disputed PAGA penalty values (\$935,767.26 total) would lower the  
16 potential exposure further to \$168,483.11 (82% reduction) to \$655,037.08 (30%  
17 reduction). It is important to note that this discretionary reduction is completely  
18 separate and in addition to any risks on the merits. Given the substantial risks  
19 associated with the claims, we believe the amount that might ultimately be awarded  
20 under this claim would be significantly lower than our maximum exposure  
21 calculation. Allocating \$20,000 to the PAGA claims in this case is appropriate,  
22 especially in light of amounts that Courts have approved as reasonable valuations in  
23 other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)  
24 (approving \$0 allocation to the resolution of PAGA claims based on their being  
25 disputed and being part of a class settlement which was evaluated based on the terms  
26 of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL  
27 2318173, at \*8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values  
28 ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL

4773057, \*9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, \*7 (N.D. Cal. 2016) (approving \$10,00 PAGA settlement allocation where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc 'ns California, LLC*, 2017 U.S. Dist. LEXIS 63514, \*1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 U.S. Dist. LEXIS 8358, \*5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, 2011 U.S. Dist. LEXIS 118764, \*6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 U.S. Dist. LEXIS 53416, \*2 (S.D. Cal. 2010) (approving \$3,000 PAGA allocation in \$1,000,000 settlement); *Hopson v. Hanesbrands Inc.*, 2009 U.S. Dist. LEXIS 33900, \*9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 U.S. Dist. LEXIS 24880, \*34-35 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in a \$3,950,000 settlement even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated value); *Garcia v. Gordon Trucking, Inc.*, 2012 U.S. Dist. LEXIS 160052, \*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, \*14 (E.D. Cal. 2012) (\$10,000 in PAGA payment from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, at \*1 (N.D. Cal. 2011) (approving PAGA settlement payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement).

10. In summary, the unadjusted gross recovery of \$575,000 under the Agreement equals approximately 14% of the maximum value of the claims in this matter (\$4,082,159.21) and between 33% and 67% of the more realistic range of recovery (\$858,788.64 to \$1,736,659.13). Although the total Qualifying Workweeks have increased, the relative percentage value of the Settlement will remain approximately the same because the escalator clause in Paragraph 10.1 of the Agreement increases the

1 Gross Settlement Amount proportionately with the increase to the Qualifying Workweeks. The net  
2 workweek value at the time the Notice of Settlement was mailed was approximately \$16.52 (NSA of  
3 \$399,010.27 / 24,159.57 Qualifying Workweeks). After accounting for the final Qualifying  
4 Workweeks and the actual lesser attorney's costs and Settlement Administrator's Costs, the net  
5 workweek value is \$16.96 (NSA of \$372,011.69 / 21,931.43 Qualifying Workweeks). After deducting  
6 from the adjusted Gross Settlement Amount the proposed allocations for attorneys' fees and costs, the  
7 Enhancement Payment to the Class Representative, Settlement Administrator Costs, and the PAGA  
8 Payment, the net recovery under the Agreement (\$372,011.69), represents approximately 9% of the  
9 maximum value of the claims in this matter. The net recovery also represents between 21% and 43%  
10 of the more realistic range of recovery. The average net award is approximately \$786.49. I believe the  
11 Agreement represents a reasonable compromise of claims based on the legal and factual disputes in this  
12 case. The ability to secure a guaranteed settlement now and ensure Class Members receive some  
13 compensation, rather than proceed to further litigation and potentially recover nothing, was a  
14 motivating factor in reaching this Agreement.

15 11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office  
16 agreed to take this case on a contingency basis, meaning that we would take a percentage of any  
17 settlement or judgment should we recover a monetary amount. We took a risk that we would not  
18 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case  
19 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to  
20 make sure employees are able to find affordable representation in order to ensure that employers are  
21 complying with all their legal obligations towards employees and paying employees all their hard-  
22 earned wages. We rely on attorneys' fee awards in order to continue working to ensure California  
23 wage and hour protections are enforced. Recovery of our full lodestar plus an appropriate multiplier is  
24 necessary to compensate for the risk undertaken. Otherwise, we could not continue to represent  
25 employees who are denied wages, but whose cases may be time-consuming and difficult to prove.  
26 There have been many class cases we have litigated where, ultimately, we get zero for our time because  
27 we are unable to meet certification requirements or the company becomes financially insolvent.  
28 Additionally, there are numerous occasions, like in this case, where the fee recovered actually results in

1 a negative multiplier of our lodestar as the amount of work required to obtain a good result for the class  
2 is usually more than the 35% common fund request we make to compensate our time.

3 12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law  
4 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I  
5 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the  
6 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two  
7 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the  
8 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris  
9 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at  
10 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my  
11 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the  
12 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from  
13 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*  
14 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar  
15 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society  
16 and an officer for the Latino Law Students Association from 2009 to 2010.

17 13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda  
18 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.  
19 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent  
20 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2024, I have  
21 been recognized as a Super Lawyer (Rising Star). Starting in 2024 and through the present, I have been  
22 recognized as a Super Lawyer. I have been a panel speaker and presented a number of seminars  
23 covering issues in wage and hour litigation in general and complex class and PAGA litigation in  
24 particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of  
25 Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions  
26 and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3)  
27 Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020);  
28 (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar

1 Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a -  
2 Post-Viking River Cruises World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the  
3 Sacramento County Bar Association Labor and Employment Law Section's executive committee in  
4 2019 and was the Chair of the executive committee for 2022. I have also been a member of the  
5 Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August  
6 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA  
7 claims, and Fair Labor Standards Act ("FLSA") claims. I am actively involved in most all of the  
8 complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently  
9 litigating, including the instant case, includes, but is not limited to, the following:

- 10 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 11 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 12 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 13 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 14 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080  
15 (San Joaquin Sup. Ct.);
- 16 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 17 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 18 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.  
19 Sup. Ct.);
- 20 • *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.  
21 Ct.);
- 22 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 23 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-  
24 00271174 (Sac. Sup. Ct.);
- 25 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.  
26 Ct.);
- 27 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.  
28 Ct.);

- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. A1 Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);

- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovations Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

14. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

15. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a

1 B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the  
2 University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He  
3 graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and  
4 Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of  
5 employment law articles for journals and our firm regularly publishes articles on our firm's website.  
6 Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar)  
7 Employment Review seminars from 2014 to the present. His speaking engagements include the  
8 following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual  
9 Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the  
10 Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in  
11 Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6)  
12 CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law  
13 Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class  
14 Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,  
15 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the  
16 Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour  
17 Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance  
18 Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section –  
19 PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento  
20 Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of  
21 Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and  
22 Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association -  
23 PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017);  
24 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a  
25 Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013,  
26 was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized  
27 as a Super Lawyer from 2014 to present.  
28

1           16.     Mr. Shimoda has practiced law in California since being admitted to the State Bar in  
2 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.  
3 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &  
4 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is  
5 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and  
6 Federal Courts, including up to certification, settlement, preliminary and final approval, and  
7 disbursement of monies, and has been found to be satisfy the adequacy requirements for class counsel.  
8 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel  
9 include the following:

- 10           • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 11           • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 12           • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 13           • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 14           • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 15           • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 16           • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 17           • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 18           • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.  
19 Sup. Ct.);
- 20           • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 21           • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.  
22 Ct.);
- 23           • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.  
24 Ct.);
- 25           • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.  
26 Sup. Ct.);
- 27           • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 28           • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.

- Ct.);
- *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
  - *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
  - *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
  - *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
  - *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
  - *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
  - *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
  - *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac. Sup. Ct.);
  - *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
  - *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
  - *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-300000003 (Sac. Sup. Ct.);
  - *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
  - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
  - *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
  - *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
  - *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
  - *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
  - *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
  - *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
  - *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
  - *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
  - *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
  - *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);

- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

17. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

18. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and

1 harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing  
2 as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in  
3 September 2022. Mr. Konini has experience drafting written discovery, taking and defending  
4 depositions, calculating class-wide damages, interviewing putative class members, drafting motions  
5 and briefs on complex class action procedures, negotiating class and individual damages claims, and  
6 communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini  
7 has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely  
8 *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v.*  
9 *Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v.*  
10 *Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins*  
11 *v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources,*  
12 *Inc., et al.*, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental*  
13 *Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072  
14 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool*  
15 *Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case  
16 No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.  
17 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.  
18 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.  
19 Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.  
20 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr.  
21 Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

22         19. My former associate, Brittany V. Berzin, attended and graduated college from U.C.  
23 Davis, receiving a Bachelor of Arts in Psychology. Ms. Berzin received her J.D. from the University of  
24 the Pacific McGeorge School of Law. Ms. Berzin joined Shimoda & Rodriguez Law, PC as a law clerk  
25 in February 2015 where she gained civil litigation experience working on individual, class action and  
26 PAGA employment cases throughout law school. Ms. Berzin also participated in an employment law  
27 clinic in 2015 and 2016 that helps low-income workers by providing free legal consultations, advising  
28 employees of their legal remedies on a variety of matters (*e.g.*, wage and hour, discrimination,

1 harassment, California leave laws, unemployment, workers' compensation, retaliation, and wrongful  
2 termination, etc.) under the supervision of an attorney, preparing wage claims, and providing  
3 representation in wage claims before the California Labor Commissioner. From 2016-2017, Ms.  
4 Berzin completed an externship at the Federal Public Defenders Office as a Certified Law Student  
5 where Ms. Berzin obtained discovery, completed legal research, drafted motions, negotiated plea deals,  
6 represented clients in a variety of hearings (e.g., arraignments, motion hearings, sentencing hearings,  
7 etc.), and defended a client against five misdemeanor charges in a jury trial in the United States District  
8 Court for The Eastern District of California. Ms. Berzin was also a member of the nationally  
9 recognized McGeorge Mock Trial Team and went on to coach a high school Mock Trial team in 2018  
10 after graduating from law school. In May 2017, Ms. Berzin graduated from the University of the  
11 Pacific, McGeorge School of Law with Great Distinction and was inducted into the Order of the Coif,  
12 graduating in the top 10% of her class. Ms. Berzin received the Witkin Award for Academic  
13 Excellence in Legal Research and Writing, Civil Procedure, Bankruptcy, and Criminal Procedure. Ms.  
14 Berzin has been recognized as a Super Lawyer (Rising Star). Ms. Berzin had over seven years of  
15 experience working on civil litigation and employment law matters. Most of that experience had been  
16 specific to analyzing and litigating wage and hour claims. As an associate, Ms. Berzin worked on a  
17 variety of individual, class action, and PAGA cases involving wage and hour claims, such as failure to  
18 pay overtime, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay  
19 reimbursement expenses, unlawful deductions, failure to keep accurate time records, failure to provide  
20 paid sick leave, failure to pay all wages upon separation, unfair competition, breach of contract,  
21 independent contractor misclassification, and salaried misclassifications. Some of the class action  
22 and/or PAGA cases that Ms. Berzin litigated as lead or co-counsel include the following:

- 23 • *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin  
24 Sup. Ct.);
- 25 • *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- 26 • *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- 27 • *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin  
28 Sup. Ct.);

- *Barrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D. Cal.);
- *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- *Gonzalez v. Northcentral Pizza, LLC, et. al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);
- *Hampton v. Unlimited Security Specialists, Inc.*, Case No. CV2021-2130 (Yolo Sup. Ct.);
- *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- *Insixiengmay v. Hyatt Corporation*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal);
- *Kurtz v. Perimeter Security Group, LLC, et al.*, Case No. CU19-083650 (Nevada Sup. Ct.);
- *Leong-Call v. MRB Foods, Inc.*, Case No. 34-2020-00287486 (Sac. Sup. Ct.);
- *Magat v. Medical Care Professionals, Inc., et. al.*, Case No. SCV0042579 (Placer Sup. Ct.);
- *Mayorga v. Brown Strauss, Inc.*, Case No. STK-CV-UOE-2020-0010906 (San Joaquin Sup. Ct.);
- *McGhee v. Salute Incorporated*, Case No. 34-2022-00315317 (Sac Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Meals v. Grass Valley Extended Care, Inc., et al.*, Case No. CU19-083606 (Nevada Sup. Ct.);
- *Munoz v. Wilmor And Sons Plumbing And Construction*, Case No. 34-2021-00306609 (Sac. Sup. Ct.);
- *Ruiz v. CTE Cal, Inc.*, Case No. 34-2020-00289168 (Sac. Sup. Ct.);

- *Saavedra, et al. v. SMF Global, Inc.*, Case No. 34-2018-00243363 (Sac. Sup. Ct.);
- *Scarano v. J.R. Putman, Inc., et al.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.);
- *Scoggins, et al. v. Energy Star Construction, Inc.*, Case No. 34-2018-00243048 (Sac. Sup. Ct.);
- *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Tracy v. Von Housen's Sacramento, Inc.*, Case No. 34-2020-00282778 (Sac. Sup. Ct.);
- *Uribe v. Ecoguard Pest Management, Inc.*, Case No. 34-2021-00300650 (Sac. Sup. Ct.);
- *Vasquez v. Chriswell Home Improvements, Inc.*, Case No. 34-2021-00305938 (Sac. Sup. Ct.);
- *Villarruel, et al. v. General Produce Company, et al.*, Case No. 34-2021-00311463 (Sac. Sup. Ct.);
- *Walker v. Yan Kalika Dental Corporation*, Case No. 34-2021-00305106 (Sac. Sup. Ct.); and
- *Webb v. Professional Healthcare At Home, LLC*, Case No. FCS055317 (Solano Sup. Ct.).

20. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

21. My office is requesting attorneys' fees and costs pursuant to the common fund doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); and *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980). Plaintiff has been able to secure an identifiable benefit on behalf of Class Members and equity counsels that the cost of the representation should be born equally amongst all Class Members receiving these benefits. The settlement recovery provides a good result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. There was substantial risk in agreeing to take this case on a contingency basis and as a class action with the possibility that our firm would not receive any compensation our time and efforts due to issues regarding the merits and/or certification and have carried that risk over the course of the case. In my experience, the

1 attorney's fee request of thirty-five percent (35%) of the common fund is within ranges typically  
2 approved in wage and hour class action litigation. This includes awards in Sacramento County  
3 Superior Court and Yolo County Superior Court. For example, the Yolo County Superior Court has  
4 granted common fund attorney's fee awards of 35% in past cases we've litigated in the jurisdiction.  
5 *See, e.g., Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.) (Order Granting  
6 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, March 4, 2020, pg. 3);  
7 *Appel v. Sunfoods, LLL, et al.*, CV2023-2012 (Yolo Sup. Ct.) (Order Granting Plaintiff's Motion To  
8 Approve Private Attorney's General Act Settlement , January 22, 2025, pg. 3). In November 2022, the  
9 Sacramento County Superior Court approved a fee request of 35% and the same hourly rates for Mr.  
10 Shimoda, Ms. Berzin, and myself in connection with a motion for final approval of a wage and hour  
11 class action settlement. *See Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-  
12 00242049 (Sac. Sup. Ct.) (Order Granting Plaintiffs' Motion For Final Approval Of Class Action And  
13 PAGA Settlement, January 11, 2023, pg. 6). All of Plaintiff's Counsel, including Mr. Konini, were  
14 also approved at the requested rates by the Sacramento County Superior Court in *Tanksley v. Hisham*  
15 *Soliman M.D. Inc.*, Case No. 34-2023-00335509 (Sac. Sup. Ct.) (Order Granting Plaintiff's Motion for  
16 Final Approval of Class Action and PAGA Settlement, June 24, 2024, pg. 4) and in the Eastern District  
17 Federal Court of California in *Insixiengmay v. Hyatt Corporation DBA Hyatt Regency Sacramento*,  
18 Case 2:18-cv-02993-TLN-SCR (Order Granting Plaintiff's Motion For Attorney's Fees And Costs,  
19 representative Enhancement, and Settlement Administrator Costs, September 23, 2024, Doc.#86, ¶¶ 6-  
20 8). Yolo County is included within the Eastern District's territorial jurisdiction.

21         22. I believe a lodestar cross check supports finding a 35% fee award is appropriate in this  
22 case. The total lodestar is approximately \$271,455 based on approximately 439.8 total hours, which  
23 includes an estimated 10 hours of time for myself preparing for and attending the final approval  
24 hearing, ensuring compliance, and the disbursement of funds consistent with a final approval order. I  
25 have reviewed our firm's billing records with Mr. Shimoda and Mr. Konini and have created a  
26 summary chart showing the task categories and hours worked by each billing attorney in each category.  
27 Ms. Berzin was no longer with our firm at the time this Motion was filed, so I was not able to review  
28 the billing records with her. However, I independently reviewed her work and billing entries. A true

and correct copy of the summary chart is being filed with this Motion as Exhibit F. In reviewing the entries, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an hour increments. Our billing software also enables the use of a start/stop timer that can be used to more accurately record how long a particular task takes. A summary of the entries in Exhibit F by timekeeper is as follows:

| <u><b>Timekeeper</b></u> | <u><b>Hours</b></u> | <u><b>Rate</b></u> | <u><b>Lodestar</b></u> |
|--------------------------|---------------------|--------------------|------------------------|
| Galen T. Shimoda         | 151.2               | \$725              | \$109,620              |
| Justin P. Rodriguez      | 195.9               | \$625              | \$122,437.50           |
| Brittany V. Berzin       | 54.7                | \$425              | \$23,247.50            |
| Renald Konini            | 38                  | \$425              | \$16,150               |
| <b>Total:</b>            | <b>439.8</b>        | <b>--</b>          | <b>\$271,455</b>       |

23. I believe the requested rates are within the prevailing market rates for Sacramento County, Yolo, and elsewhere. Ms. Berzin, Mr. Konini, myself, and Mr. Shimoda have approximately 5 years, 8 years, 13 years, and 21 years of experience, respectively, litigating complex wage and hour class and PAGA actions. Again, the rates have been approved since approximately 2022. *See also Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care), et al.*, Case No. 34-2020-00290072 (Sac Sup. Ct.) (approving the request rate for Mr. Konini in 2023). Awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and judicially approved method. *See Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283 (1989). I believe the request of \$226,808.85 (35% of Gross Settlement Amount) for attorneys' fees is justified given the results obtained on behalf of the class.

24. Although the Agreement set out a maximum of \$15,000.00 for potential attorney's costs, the total costs incurred or that will be incurred through a compliance hearing by Class Counsel is \$7,204.75. A true and correct copy of my firm's itemized costs incurred prior to the filing of this

1 Motion and the expected costs incurred through the final approval and compliance hearings is attached  
2 to this declaration as Exhibit D. These costs were all incurred to advance the interests of Class  
3 Members in this litigation and are of the kind that we would normally bill to fee paying clients. The  
4 difference in the actual costs and the maximum amount allocated under the Agreement will be added to  
5 the Net Settlement Amount and disbursed to Class Members.

6 25. A copy of the Agreement and the entire Motion was submitted to the LWDA for review  
7 at the same time the Motion was submitted to the Court pursuant to California Labor Code section  
8 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were  
9 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as  
10 Exhibit E.

11 26. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. (“CPB”) and  
12 The Center For Workers Rights (“CFWR”). Only those funds that remain from uncashed settlement  
13 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

14 27. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was  
15 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,  
16 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,  
17 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in  
18 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,  
19 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services  
20 Program of Northern California (“VLSP”) to Capital Pro Bono, Inc. CPB has been the recipient of *cy*  
21 *pres* funds from several jurisdictions in the State of California, including from Sacramento County  
22 Superior Court.

23 28. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the  
24 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to  
25 their current or former employment. This assistance regularly includes, but is not limited to, free legal  
26 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay  
27 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal  
28 forms, and direct representation in administrative hearings, including administrative hearings in front of

1 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator  
2 who provide assistance, along with experienced employment law attorney volunteers. These services  
3 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP  
4 and continuing through today under CPB.

5 29. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a  
6 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the  
7 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-  
8 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with  
9 workers and advises them as to the available legal remedies. In addition to individual counseling on  
10 employment issues, the CFWR educates workers, unions, and community members about workplace  
11 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

12 30. The CFWR provides limited representation for low-wage workers in wage claims before  
13 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety  
14 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic  
15 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay  
16 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The  
17 CFWR helps workers navigate the wage claim process before the California Labor Commissioner  
18 through advice given at its legal consultation clinics and/or, in some cases, through representing workers  
19 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated  
20 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with  
21 respect to those wage claims.

22 31. I believe the services provided by CPB and the CFWR promote the law consistent with  
23 the objective of wage and hour class actions in general and in this case specifically.

24 32. I have spoken with every other attorney at my firm to determine whether they have any  
25 relationship with either of the proposed *cy pres* beneficiaries.

26 33. I have volunteered for both organizations numerous times over the past several years,  
27 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students  
28 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB’s advisory

1 committee. These organizations are non-profits that assist low-income workers throughout California,  
2 giving free legal advice regarding employment law issues and representing employees with wage claims  
3 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention  
4 these entities provide to individuals in need of employment law advice and representation at the  
5 California Labor Commissioner.

6 34. While working with our firm, Brittany V. Berzin had never done any work, volunteer or  
7 otherwise, with CPB. During law school, Ms. Berzin was a student volunteer for the CFWR for two  
8 summers. Since graduating law school, she has volunteered for the CFWR approximately one to two  
9 times per year, assisting in the advice clinic. Recently, Ms. Berzin volunteered to be on the Board of  
10 Directors and is currently the Chair, which is an unpaid position. As Chair, Ms. Berzin is one of seven  
11 Board Members, who are all from different law firms and/or local public and private organizations. No  
12 compensation or benefits, monetary or otherwise, are provided to any Board Member or organization a  
13 Board Member is associated with. The Executive Director of the CFWR supervises, directs, and  
14 controls the day-to-day operations of the CFWR, not Ms. Berzin or the Board of Directors. As Chair,  
15 Ms. Berzin's additional duties include scheduling meetings, drafting meeting agendas and presiding over  
16 meetings. Furthermore, CFWR has not, and does not, provide any referrals to Shimoda & Rodriguez  
17 Law, P.C.

18 35. Galen T. Shimoda has volunteered for both organizations on and off over the past several  
19 years through either presenting wage and hour seminars to law students who staff the free advice clinics  
20 or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer  
21 work with either organization since approximately March 2020. Mr. Shimoda has never received  
22 payment or compensation of any kind in connection with any work he's done with either of the proposed  
23 *cy pres* beneficiaries. Renald Konini has never done any work, volunteer or otherwise with Capital Pro  
24 Bono, Inc. or the Center For Workers' Rights.

25 36. Neither my firm, myself, Mr. Konini, Ms. Berzin, nor Mr. Shimoda have ever received  
26 any compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in  
27 connection with any of the volunteer work we have done with the organizations.  
28

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
2 true and correct. Executed on February 14, 2025, in Sacramento, California.

3  
4   
Justin P. Rodriguez

Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
**Shimoda & Rodriguez Law, PC**  
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Attorneys for Plaintiff MADRID MILLER

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

MADRID MILLER, individually and on  
behalf of all other similarly situated  
employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM,  
a California Corporation; AMBER  
SALAZAR, an individual; and DOES 1 to  
100, inclusive,

Defendants.

**Case No. CV2023-1150**

**CLASS ACTION**

**DECLARATION OF MADRID MILLER IN  
SUPPORT OF PLAINTIFF'S MOTION FOR  
FINAL APPROVAL OF CLASS ACTION AND  
PAGA SETTLEMENT**

Date: March 13, 2025

Time: 9:00 a.m.

Dept.: 14

Judge: Hon. Samuel T. McAdam

Filed: June 7, 2023

FAC Filed: September 26, 2023

Trial Date: None Set

1 I, Madrid Miller, declare:

2 1. I am a competent adult, I have personal knowledge of the facts set forth in this  
3 declaration, and I am making this declaration on behalf of myself, as a named plaintiff, and in support of  
4 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendants Yolo Community Care Continuum and Defendants Amber  
6 Salazar ("Defendants") from approximately January 10, 2023, to April 28, 2023, as a non-exempt  
7 employee. I was subject to all of Defendants' policies and practices that have been alleged as unlawful  
8 in the Complaint and the notice sent to the Labor and Workforce Development Agency, including the  
9 following: failure to pay overtime, failure to provide accurate wage statements, failure to pay final  
10 wages, failure to provide meal and rest periods or pay premiums in lieu thereof, and failure to reimburse  
11 expenses.

12 3. I have actively participated in the litigation of this case for the benefit of all Class  
13 Members. Prior to obtaining an attorney, I performed several hours of research trying to find a quality  
14 attorney to handle the claims. I also performed several hours of research on the potential claims, so I  
15 could be sure I could have an informed discussion with the attorneys about the claims and have a better  
16 idea of what to expect in litigation and how to help the case proceed. After securing Shimoda &  
17 Rodriguez Law, PC, I continued to be actively involved in the case to help ensure a positive outcome.

18 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim  
19 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and  
20 PAGA action meant that it would take substantially longer than pursuing my claims individually,  
21 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the  
22 end, but I believed it was important to make sure that Defendants followed the law for everyone. I  
23 understood that I took on the risk, both professionally and financially, in pursuing the case as a class and  
24 PAGA action rather than pursuing my claims individually, including the risk of having to pay  
25 Defendants' costs if we were unsuccessful in bringing our claims.

26 5. During the course of this litigation, I have given detailed accounts of all the facts related  
27 to my employment. I provided my attorneys with extensive documentation that I believe supported the  
28 claims brought against Defendants. I met with and assisted my attorneys in understanding these

1 documents and providing context for Defendants' payroll process as it applied to me and how I believed  
2 it applied to Defendants' other employees. I was able to discuss the similarities of the wage and hour  
3 policies and practices among all Class Members.

4         6.       The work I performed for this case included an extensive review of documents and  
5 payroll practices to show and explain to my attorneys what was happening and why I thought it was  
6 unlawful. I provided my attorneys with timesheets, paystubs, policies, related to the wage and hour  
7 claims of this case. I also explained the job duties of the various positions held by class members, the  
8 type of tasks and work performed, how these raised wage and hour issues, estimates of the total number  
9 of class members for each position, typical schedules, and the policies of the Defendants and how they  
10 affected myself and class members. I helped review and explain to my attorney's different documents  
11 such as payroll documents, paystubs and payroll records, payroll policies, meal and rest period policies,  
12 timecards, and Defendants' practices of such policies. I believe this was very important as it helped not  
13 only the claims of failure to pay minimum wages, failure to pay overtime, and failure to provide meal  
14 and rest periods, but also claims related to waiting time penalties and failure to provide accurate wage  
15 statements. The review became even more detailed when my attorneys asked me questions about the  
16 payroll data sample that was produced as part of informal discovery to engage in mediation. I also spent  
17 a substantial amount of time identifying and speaking to potential witnesses who could speak to my  
18 attorneys to give their own insights and provide declarations. I have also fielded questions by Class  
19 Members about this case and helped to direct them to my attorneys. Overall, I have spent an enormous  
20 amount of time assisting in the prosecution of this case. I estimate I have spent between 150-175 hours  
21 on the case so far.

22         7.       I participated in the negotiations and settlement discussions in this case, including  
23 participating in mediation in person in Sacramento, where I spent a full day. Additionally, on the day of  
24 mediation, I spent four (4) hours driving to and from mediation. I also spoke with my attorneys to  
25 answer questions, provide any additional information needed to assist the negotiations, and discussing  
26 the potential terms of the Agreement to evaluate its adequacy. Throughout the course of this litigation I  
27 have asked questions when I needed clarification about various aspects of this case to make sure there  
28 were continually steps taken to advance the interests of Class Members.

1           8.       I have not received any benefits as a result of filing this lawsuit. I have, however,  
2 experienced substantial burdens as a result of filing the lawsuit that other Class Members were not  
3 subject to. For example, in bringing the lawsuit, I assumed the risk of having to pay Defendants' costs if  
4 the Court or jury rules against us on the claims. My understanding is that this is a substantial risk  
5 because the costs associated with litigation, in general, are very high and this cost is multiplied many  
6 times over in complex litigation like class actions. I have spent a substantial amount of time in this case,  
7 securing a monetary benefit for many individuals who have not had to do anything whatsoever to have  
8 the opportunity to receive it. I have been employed full-time during the majority of the time this case  
9 has been pending. As a result, the time I have spent on this case has to occur during my lunch and/or  
10 breaks times, after hours, and on my days off. This is particularly challenging because I have small  
11 children, a ten (10) year old and a four (4) year old, that I have to drop off and pick up from school and  
12 daycare. Rather than spend this time with friends and family, I have spent this time for the benefit of  
13 Class Members. I have also experienced high blood pressure arising from stress of this lawsuit. Also, I  
14 think that I have lost employment opportunities because of this lawsuit. Finally, as part of the  
15 Settlement, I am the only individual providing a broader release of my individual claims than any other  
16 Class Member. No other Class Member is subject to such a broad release.

17           9.       I have reviewed the final Joint Stipulation of Class Action and PAGA Settlement and  
18 Release, discussed the terms with my attorney, and asked my attorney any questions I had. I believe the  
19 terms of the Settlement and allocations are fair and reasonable given the facts of the case.

20           10.      I understand that any Class Representative Enhancement Payment I may receive is for  
21 my participation as a Class Representative and it is not contingent on my support or approval of the  
22 Agreement.

23           11.      I have no interest in the designated *cy pres* beneficiaries, Capital Pro Bono, Inc., and the  
24 Center for Workers Rights, whether financial, in their governance, or otherwise

25           I declare under penalty of perjury under the laws of the State of California that the foregoing is  
26 true and correct. Executed on 02/10/2025 in Redwood City, California.

27   
28 Madrid Miller (Feb 10, 2025 14:28 PST)

Madrid Miller

1 Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
2 Renald Konini (Cal. State Bar No. 312080)  
**Shimoda & Rodriguez Law, PC**  
3 9401 East Stockton Boulevard, Suite 120  
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4 Telephone: (916) 525-0716  
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff MADRID MILLER

6  
7  
8 **SUPERIOR COURT OF CALIFORNIA**  
9 **FOR THE COUNTY OF YOLO**  
10

11 MADRID MILLER, individually and on  
12 behalf of all others similarly situated  
employees,

13 Plaintiff,

14 v.  
15

16 YOLO COMMUNITY CARE  
CONTINUUM, a California Corporation;  
17 AMBER SALAZAR, an individual; and  
18 DOES 1-100, inclusive,

19 Defendants.  
20

Case No. CV2023-1150

**DECLARATION OF NATHALIE  
HERNANDEZ OF ILYM GROUP, INC.,  
IN SUPPORT OF MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Date: March 13, 2025  
Time: 9:00 a.m.

Judge: Hon. Samuel T. McAdam  
Dept.: 14

Filed: June 7, 2023  
FAC Filed: September 26, 2023  
Trial Date: None Set

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case  
3 Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement  
4 services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court  
5 to serve as the Settlement Administrator for the above captioned *Miller v. Yolo Community Care*  
6 *Continuum* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have  
7 personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently  
8 to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,  
10 including direct mail services, database management, claims processing and settlement fund distribution  
11 services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

12 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and  
13 appointed by the Court to provide notification services and settlement administration, pursuant to the  
14 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed  
15 after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Proposed*  
16 *Class Action and PAGA Settlement, and Hearing Date for Final Court Approval of Settlement* (Notice of  
17 Settlement”); (b) receiving and processing requests to opt out; (c) resolving Class Members’ disputes  
18 over the number of workweeks Defendants have record of them working during the Class Period, which  
19 was pre-printed on their individualized Notice of Settlement; (d) calculating Individual Settlement  
20 Amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required  
21 by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms;  
22 (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i)  
23 performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

24 4. On October 25, 2024, ILYM Group received the Court approved text for the Notice of  
25 Settlement from Plaintiff’s Counsel. ILYM Group prepared a draft of the formatted Notice of Settlement,  
26 which was approved by the Parties’ Counsel prior to mailing.

27 5. On November 6, 2024, ILYM Group received the class data file from Counsel for  
28 Defendants, which contained the name, personnel number, last known mailing address, last known

1 telephone number, and employment dates for each Class Member (“Class List”). The data file was  
2 uploaded to our database and checked for duplicates and other possible discrepancies. The Class List  
3 contained 495 individuals who worked a total of 24,160 weeks during the Class Period. This triggered  
4 the escalator clause in Section 10.1 of the Agreement, which caused the Gross Settlement Amount to  
5 increase by \$138,862.50 to \$713,862.50 (approximately 24.15% beyond the 19,460 threshold) with a net  
6 per workweek value of approximately \$16.52 after deducting the full amounts allocated for attorney’s  
7 fees and costs, the Enhancement Payment, Settlement Administrator Costs, and the PAGA Payment. The  
8 Notice of Settlement was updated to reflect the increased Gross Settlement Amount.

9         6.       As part of the preparation for mailing, all 495 names and addresses contained in the Class  
10 List were then processed against the National Change of Address (“NCOA”) database, maintained by the  
11 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses  
12 of the Class Members before mailing of the Notice of Settlement. The NCOA contains requested change  
13 of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,  
14 the updated address was used for the mailing of the Notice of Settlement. To the extent that no updated  
15 address was found in the NCOA database, the original address provided by Counsel for Defendants was  
16 used for the mailing of the Notice of Settlement.

17         7.       On November 20, 2024, the Notice of Settlement was mailed, via U.S First Class Mail, to  
18 all 495 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy  
19 of the mailed Notice of Settlement.

20         8.       On December 2, 2024, ILYM Group was advised by Counsel for Defendants that twenty-  
21 two exempt employees were inadvertently included in the Class List and should be removed. On or about  
22 December 13, 2024, ILYM Group sent a letter to these twenty-two (22) individuals explaining to them  
23 that they were inadvertently included in the Class List and were being removed from the Class List.  
24 Attached hereto, as **Exhibit B**, is a true and correct copy of the letter sent to the twenty-two exempt  
25 individuals. Removing the twenty-two exempt individuals lowered the total number of workweeks to  
26 21,931.43, which resulted in lowering the Gross Settlement Amount to \$648,025.30 after applying the  
27 escalator clause in Section 10.1 of the Agreement. The omission of these twenty-two individuals also  
28 brought the number of Class Members down to 473.

9. As of the date of this declaration, 67 Notice of Settlement mailings have been returned to our office as undeliverable. ILYM Group performed a computerized skip trace on the 67 returned Notice of Settlement mailings that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Notice of Settlement. As a result of this skip trace, 47 updated addresses were obtained and the Notice of Settlement was promptly re-mailed to those Class Members, via U.S. First Class Mail.

10. As of the date of this declaration, a total of 47 Notice of Settlement mailings have been re-mailed as a result of ILYM Group's skip tracing efforts.

11. As of the date of this declaration, a total of 20 Notice of Settlement mailings have been deemed undeliverable as no updated address was found, notwithstanding the skip tracing.

12. As of the date of this declaration, ILYM Group has not received any requests to opt out. The deadline to opt out from the Settlement was January 21, 2025.

13. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement was January 21, 2025.

14. As of the date of this declaration, ILYM Group will report a total of 473 Participating Class Members, representing 100% of all Class Members.

15. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel's attorney's fees and costs, the Class Representative Enhancement Award, Settlement Administrator Costs to ILYM Group, and the PAGA Payment, *e.g.*,

|                                      |           |                   |
|--------------------------------------|-----------|-------------------|
| Gross Settlement Amount              | \$        | 575,000.00        |
| Pro-Rata Increase in Settlement Fund | \$        | 73,025.30         |
| <b>New Gross Settlement Amount</b>   | <b>\$</b> | <b>648,025.30</b> |
| Class Counsel Fees                   | \$        | 226,808.85        |
| Class Counsel Costs                  | \$        | 7,204.75          |
| Enhancement Award – Madrid Miler     | \$        | 15,000.00         |

|                                          |                      |
|------------------------------------------|----------------------|
| Settlement Administrator Costs           | \$ 7,000.00          |
| PAGA Payment                             | \$ 20,000.00         |
| <b>Net Settlement Amount (estimated)</b> | <b>\$ 372,011.69</b> |

16. To determine a Participating Class Member's share of the Net Settlement Amount, the Net Settlement Amount will be divided by the total number of workweeks worked by all Participating Class Members during the Class Period to get a per workweek value. The per workweek value will then be multiplied by the number of workweeks worked by that Participating Class Member. Based on these calculations, the Participating Class Members will receive an estimated average gross payment of \$786.49, with the estimated highest gross payment being \$4,604.11. The net per workweek value is approximately \$16.96.

17. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$7,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 29<sup>th</sup> day of January 2025, at Tustin, California.

*Nathalie Hernandez*  
NATHALIE HERNANDEZ

# **EXHIBIT “A”**

CALIFORNIA SUPERIOR COURT  
FOR THE COUNTY OF YOLO

MADRID MILLER, individually and on behalf of  
all other similarly situated employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM, a  
California Corporation; AMBER SALAZAR, an  
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. CV2023-1150

**NOTICE OF PROPOSED CLASS ACTION  
AND PAGA SETTLEMENT, AND HEARING  
DATE FOR FINAL COURT APPROVAL OF  
SETTLEMENT**

**ATTENTION:** all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2019, to August 18, 2024 (the “Class Members”).

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

You are receiving this notice pursuant to an order from the Yolo County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Madrid Miller (“Plaintiff” or “Class Representative”), and Defendants Yolo Community Care Continuum and Amber Salazar (“Defendants”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants’ records indicate you fall within the definition of “Class Member.” Defendants’ records also indicate that you worked «Class\_Weeks» weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be \$«Class\_Estimated\_Settlement\_Amount». Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

**I. BACKGROUND OF THE CASE**

On June 7, 2023, Plaintiff filed a Complaint against Defendants in the Yolo County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Yolo County Superior Court, Case No. CV2023-1150. The Class Period is June 7, 2019, to August 18, 2024 (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to provide meal periods or pay premiums in lieu thereof, 3) failing to provide rest periods or pay premiums in lieu thereof, 4) failing to provide accurate wage statements, 5) failing to pay final wages, 6) failing to provide paid sick leave 7) failing to pay reimbursement for expenses, 8) engaging in unfair competition, and 9) committing PAGA violations. Defendants have denied all of Plaintiff’s allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of

extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2019, to August 18, 2024. The Agreement also applies to Aggrieved Employees, which are defined as all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2022, to August 18, 2024. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Seven Hundred Thirteen Thousand Eight Hundred Sixty One Dollars and Ninety Five Cents (\$713,861.95) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed 35% of the Gross Settlement Amount, attorney’s costs not to exceed \$15,000, Settlement Administrator Costs estimated not to exceed \$15,000, Class Representative’s Enhancement Payment of \$15,000, and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees. If the Settlement is given final approval, funding of the Gross Settlement Amount will no earlier than January 15, 2025.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

### **B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees**

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages and this payment shall be divided equally among IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. The PAGA Claim Period is defined as from June 7, 2022, to August 18, 2024. Defendants' records indicate that you worked «PAGA\_Weeks» weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be \$«PAGA\_Estimated\_Settlement\_Amount». This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

### **C. Calculations to Be Based on Defendants' Records and Resolution of Workweek Disputes**

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than **January 21, 2025**. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

### **D. Release of Claims**

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's notice letter to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in Plaintiff's notice letter to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

## **III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER**

### **A. Participating in the Settlement as a Class Member**

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action.** Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the

Settlement.

**B. Excluding Yourself from the Settlement as a Class Member**

The Court will exclude you from being a Class Member if you request this by January 21, 2025. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (i.e., “opt out”) by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (i.e. *Miller v. Yolo Community Care Continuum* , CV2023-1150); (d) be signed; and (e) be post-marked no later than January 21, 2025. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

ILYM Group, Inc.  
P.O. Box 2031  
Tustin, CA 92781

If you submit a request to opt out which is not postmarked by **January 21, 2025**, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

**C. Objection to Settlement**

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (i.e. *Miller v. Yolo Community Care Continuum* , CV2023-1150); (e) be signed; and (f) be post-marked no later than **January 21, 2025**. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

**IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of entry of judgment will be filed with the Court and available online at <https://portal-cayolo.tylertech.cloud/Portal/Home/Dashboard/29>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

## **V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department 14, 1000 Main Street, Woodland, California, 95695, on March 13, 2025 at 9:00 a.m. to determine whether the Agreement should be finally approved as fair, reasonable and adequate. For Department 14 - To join by lifeseize <https://launch.lifeseizecloud.com/?ext=20138869&lang=%5Bobject%20object%5D>: To join by phone: (877) 422-8614 or (833) 881-5208, Meeting ID: 20138869, Passcode: 1000. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

## **VI. ADDITIONAL INFORMATION**

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://portal-cayolo.tylertech.cloud/Portal/Home/Dashboard/29>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd., Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
Facsimile: (916) 760-3733  
***On behalf of Plaintiff***

David M. Daniels  
Elguindy Meyer & Koegel APC  
2990 Lava Ridge Court  
Roseville, California 95661  
Telephone: 916-778-3310  
Facsimile: (916) 330-4433  
***On behalf of Defendants***

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (888) 250-6810**

**BY ORDER OF THE COURT**

# **EXHIBIT “B”**

ILYM | GROUP  
ADMINISTRATIVE SETTLEMENT EXPERTS

December 13, 2024

ILYM ID: <<ILYMID>>

<<Contact>>

<<Address>

<<City, State Zip>>

Dear <<Contact>>:

On November 20, 2024, we mailed a notice to you regarding a proposed class action settlement in the case of *Miller v. Yolo Community Care Continuum*. After the mailing, it was determined that you were inadvertently included in the mailing as you only worked as an *exempt employee* during the June 7, 2019, to August 18, 2024, class period. Under the terms of the settlement, only those who worked as a *non-exempt employee* during the June 7, 2019, to August 18, 2024, class period are included in settlement. As such, please be advised you are being removed from the class list and should not expect to receive any payment under the settlement.

Sincerely,

ILYM Group, Inc.

Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
**Shimoda & Rodriguez Law, PC**  
9401 East Stockton Boulevard, Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
Facsimile: (916) 760-3733  
Email: [attorney@shimodalaw.com](mailto:attorney@shimodalaw.com)  
[jrodriguez@shimodalaw.com](mailto:jrodriguez@shimodalaw.com)  
[rkonini@shimodalaw.com](mailto:rkonini@shimodalaw.com)

Attorneys for Plaintiff MADRID MILLER

**SUPERIOR COURT OF CALIFORNIA**

**FOR THE COUNTY OF YOLO**

MADRID MILLER, individually and on  
behalf of all other similarly situated  
employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM,  
a California Corporation; AMBER  
SALAZAR, an individual; and DOES 1 to  
100, inclusive,  
Defendants.

**Case No. CV2023-1150**

**CLASS ACTION**

**EXHIBIT LIST AND EXHIBITS IN SUPPORT  
OF PLAINTIFF'S MOTION FOR FINAL  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Date: March 13, 2025

Time: 9:00 a.m.

Dept.: 14

Judge: Hon. Samuel T. McAdam

Filed: June 7, 2023

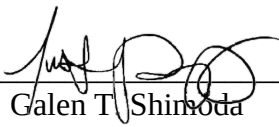
FAC Filed: September 26, 2023

Trial Date: None Set

| <b><u>EXHIBIT</u></b> | <b><u>DESCRIPTION</u></b>                                                |
|-----------------------|--------------------------------------------------------------------------|
| <b>A</b>              | Joint Stipulation Regarding Class Action and PAGA Settlement and Release |
| <b>B</b>              | Plaintiff's Operative Complaint                                          |
| <b>C</b>              | Plaintiff's Letter to the LWDA Regarding PAGA Claims                     |
| <b>D</b>              | Plaintiff's Itemized Costs                                               |
| <b>E</b>              | Proof of Submission to LWDA                                              |
| <b>F</b>              | Summary of Plaintiff's Counsel's Hours                                   |

Dated: February 14, 2025

**Shimoda & Rodriguez Law, PC**

By:   
 Galen T. Shimoda  
 Justin P. Rodriguez  
 Renald Konini  
 Attorneys for Plaintiff

# Exhibit A

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 Blvd., Suite 120  
6 Elk Grove, CA 95624  
7 Telephone: (916) 525-0716  
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiff MADRID MILLER individually  
10 and on behalf of similarly situated employees

11 David M. Daniels  
12 Elguindy Meyer & Koegel APC  
13 2990 Lava Ridge Court  
14 Roseville, California 95661  
15 Phone: 916-778-3310

16 Attorneys for YOLO COMMUNITY CARE CONTINUUM  
17 and AMBER SALAZAR

18 **SUPERIOR COURT OF CALIFORNIA**  
19 **FOR THE COUNTY OF YOLO**

20 MADRID MILLER, individually and on behalf  
21 of all other similarly situated employees,

22 Plaintiff,

23 vs.

24 YOLO COMMUNITY CARE CONTINUUM,  
25 a California Corporation; AMBER SALAZAR,  
26 an individual; and DOES 1 to 100, inclusive,

27 Defendants.

Case No.: CV2023-1150

**JOINT STIPULATION REGARDING CLASS  
ACTION AND PAGA SETTLEMENT AND  
RELEASE**

Filed: June 7, 2023

FAC Filed: September 26, 2023

Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and  
2 entered into between the Plaintiff Madrid Miller (“Plaintiff”), on behalf of himself, the Labor and  
3 Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendants Yolo  
4 Community Care Continuum, and Amber Salazar, (“Defendants”). This Agreement is subject to the terms  
5 and conditions set forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Miller v. Yolo Community Care Continuum*, Yolo  
9 County Superior Court, Case No. CV2023-1150, filed June 7, 2023.

10 1.2 “Aggrieved Employee(s)” means all individuals who have, or continue to, work for  
11 Defendants in California as non-exempt employees from June 7, 2022, up to either (1) the Preliminary  
12 Approval Date, or (2) August 18, 2024, whichever is earlier. The estimated number of Aggrieved  
13 Employees is 119.

14 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation  
15 Regarding Class Action and PAGA Settlement and Release.

16 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of  
17 Shimoda & Rodriguez Law, PC.

18 1.5 “Class Member(s)” means all individuals who have, or continue to, work for Defendants in  
19 California as non-exempt employees from June 7, 2019, up to either (1) the Preliminary Approval Date, or  
20 (2) August 18, 2024, whichever is earlier. The estimated number of Class Members is 334.

21 1.6 “Class Period” means June 7, 2019, up to either (1) the Preliminary Approval Date, or (2)  
22 August 18, 2024, whichever is earlier.

23 1.7 “Class Representative” means Plaintiff Madrid Miller.

24 1.8 “Class Representative's Released Claims” means all claims arising from, could have been  
25 asserted, or related in any way to the Class Representative's employment with Defendants, under federal,  
26 state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether  
27 anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common  
28 law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages,

unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other similar relief or claims. The Class Representative's Released Claims exclude claims for workers' compensation, unemployment insurance benefits, or other claims that cannot be released as a matter of law.

1.9 "Complaint" means the operative Complaint on file in the Action with the Court.

1.10 "Court" means the Yolo County Superior Court.

1.11 "Defendants" means Yolo Community Care Continuum and Amber Salazar.

1.12 "Defendants' Counsel" means Elguindy Meyer & Koegel APC .

1.13 "Enhancement Payment" means the amount approved by the Court to be paid to the Class Representative in recognition of the time and effort expended on behalf of Class Members for the benefit of Class Members, which is in addition to any Individual Settlement Amount paid to the Class Representative as a Participating Class Member.

1.14 "Effective Date" means the Final Approval Date unless there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided no appellate proceeding having been filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been finally dismissed with no material change to the terms of this settlement and there is no right to pursue further remedies or relief, whichever is later.

1.15 "Final Approval Date" means the date a signed order granting final approval of this Agreement is filed with the Court.

1.16 "Gross Settlement Amount" is the sum of Five Hundred Seventy Five Thousand Dollars (\$575,000).

1.17 "Individual Settlement Amount" means an individual Class Member's and Aggrieved Employee's allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in Sections 1.19, 1.23, 5.5, and 5.8.

1.18 "LWDA" means the California Labor and Workforce Development Agency.

1.19 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for distribution to Class Members, as described in this Agreement, after deduction of Class Counsel's

attorneys' fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class Representative.

1.20 "Notice of Settlement" means the document substantially in the form attached hereto as Exhibit 1.

1.21 "Notice Period" means sixty (60) calendar days from the initial mailing of the Notice of Settlement to Class Members and Aggrieved Employees.

1.22 "PAGA" means Private Attorneys General Act.

1.23 "PAGA Payment" means the amount allocated from the Gross Settlement Amount towards resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

1.24 "PAGA Claim Period" means June 7, 2022, up to either (1) the Preliminary Approval Date or (2) August 18, 2024, whichever is earlier.

1.25 "Parties" mean Defendants and Plaintiff.

1.26 "Participating Class Member" means any and all Class Members who have not made any timely request to opt-out of the Agreement.

1.27 "Preliminary Approval Date" means the date a signed order granting preliminary approval of this Agreement is filed with the Court.

1.28 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments under this Agreement shall be made. Any amounts Defendants has agreed to pay under this Agreement shall remain the property of Defendants until the payments required under the Agreement are made.

1.29 "Qualifying Workweeks" are weeks worked by Class Members and/or Aggrieved Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class Members, workweeks shall be defined as the total length of service (in days) in California during the Class Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class Member's and/or Aggrieved Employee's workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall be construed from Defendants' records.

1           1.30   “Released Class Claims” means any and all class claims that are alleged in the Complaint,  
2 and any additional wage and hour claims that could have been brought based on the facts alleged in the  
3 Complaint, through the Class Period. This release excludes the release of claims not permitted by law.  
4 The Released Class Claims exclude claims for workers’ compensation or unemployment insurance  
5 benefits. This release will cover all Class Members who do not opt out.

6           1.31   “Released PAGA Claims” means any and all claims that were brought under the Private  
7 Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff’s notice letter to the LWDA and  
8 any additional wage and hour PAGA claims that could have been brought based on the facts alleged in  
9 Plaintiff’s notice letter to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt  
10 out of this waiver of claims.

11           1.32   “Released Parties” means Defendants, as well as Defendants’ officers, shareholders,  
12 directors, agents, employees, attorneys, and insurers.

13           1.33   “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity  
14 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator  
15 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The  
16 Parties each represent that they do not have any financial interest in the Settlement Administrator.

17           1.34   “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the  
18 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,  
19 and shall include all costs of administering the Agreement, including, but not limited to, all tax document  
20 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees  
21 associated with preparing, issuing and mailing any and all notices and other correspondence to Class  
22 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class  
23 Members and/or Aggrieved Employees, Class Counsel, and Defendants’ Counsel; all costs and fees  
24 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and  
25 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,  
26 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to  
27 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any  
28 other filings required by any governmental taxing authority or agency; all costs and fees associated with

1 preparing any other notices, reports, or filings to be prepared in the course of administering Individual  
2 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator  
3 in connection with the execution of its duties under this Agreement.

## 4 **2. DESCRIPTION OF THE LITIGATION**

5 2.1 On or about June 7, 2023, Plaintiff sent notice to the LWDA to exhaust administrative  
6 remedies under the PAGA for (1) Failure to Pay Overtime Wages, (2) Failure to Provide Meal Periods or  
7 Pay Premiums in Lieu Thereof, (3) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, (4)  
8 Failure to Provide Accurate Wage statements, (5) Failure to Pay Final Wages, (6) Failure to Provide Paid  
9 Sick Leave (7) Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in  
10 Any Industrial Welfare Commission Order), and (8) Failure to Pay Reimbursement for Expenses. The  
11 LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff  
12 became authorized to act as a Private Attorneys General on all alleged PAGA claims.

13 2.2 On or about June 7, 2023, Plaintiff filed a class action Complaint in Yolo County Superior  
14 Court on behalf of himself and Class Members alleging claims for (1) Failure to Pay Overtime Wages, (2)  
15 Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (3) Failure to Provide Rest Periods or  
16 Pay Premium in Lieu Thereof, (4) Wage Statement Violations, (5) Failure to Pay Final Wages, (6) Unfair  
17 Competition, and (7) Failure to Reimburse Expenses. Plaintiff filed a First Amended Complaint on  
18 approximately September 26, 2023 to add a PAGA cause of action based on the violations alleged in the  
19 June 7, 2023 notice to the LWDA on behalf of himself and Aggrieved Employees.

20 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class  
21 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,  
22 information on Class Members including, but not limited to, Class Members' workweeks, dates of  
23 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data  
24 and payroll reports for a randomly selected sample of Class Members.

25 2.4 After Class Counsel received the data, the Parties engaged in informal settlement  
26 negotiations, but were not able to come to a resolution. On June 19, 2024, the Parties participated in a  
27 lengthy mediation with private mediator Russ J. Wunderli. At the conclusion of the mediation, the Parties  
28

1 were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-collusive,  
2 adversarial, and at arm's length.

3 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document  
4 productions, extensive legal analysis, the provision of information by Defendants to Plaintiff and the  
5 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative  
6 merits of the claims and the defenses to those claims.

7 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to  
8 incorporate the value of shift differentials paid into Plaintiff's and similarly situated employees' regular  
9 rates of pay for the purpose of paying overtime wages, meal period premiums, rest period premiums, and  
10 paid sick time, 2) failing to authorize and permit Plaintiff and similarly situated employees to take all meal  
11 and rest periods owed to them, 3) employing Plaintiff and similarly situated employees for periods of more  
12 than five hours without receiving an uninterrupted thirty (30) minute meal period, 4) having defective meal  
13 period policy because it states that employees working more than six hours are required to take their 30-  
14 minute meal break no later than five (5) hours after the start of their shift and that employees working only  
15 six (6) hours do not need to take a thirty (30) minute meal break when in fact employees are entitled to a  
16 thirty (30) minute meal period if they work more than five (5) hours, not more than six (6), 5) failing to  
17 provide Plaintiff and similarly situated employees with uninterrupted ten (10) minute rest periods every  
18 four hours or major fraction thereof they worked, 6) requiring Plaintiff and similarly situated employees to  
19 incur expenses for work without paying reimbursement for such expenses which included not paying  
20 reimbursement for the use of their personal cell phones for work purposes. Defendants has denied each of  
21 Plaintiff's claims and Defendants has denied that this Action is appropriate for class certification for  
22 anything other than settlement purposes. The agreed upon Gross Settlement Amount was reached after  
23 evaluating the Parties' theories of potential exposure for the underlying claims and the class data supporting  
24 these claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the  
25 potential liability based on Defendants' factual and legal contentions and defenses.

26 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery  
27 and the information exchanged to date, are more than sufficient to assess the merits of the respective  
28 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,

Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.

### **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

### **4. SCOPE OF THE CLASS**

4.1 The scope of the class of individuals encompassed under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Class Members as defined in Section

1 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class  
2 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in  
3 Section 7.5.1.

4 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under  
5 this Agreement.

6 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and  
7 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name  
8 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a  
9 data request to the Settlement Administrator. The data request must contain all of the following  
10 information: (a) the full name and, if applicable, Social Security Number of the individual making the  
11 request; (b) the name used by such employee as of the time his or her employment with Defendants ended;  
12 (c) the individual's dates of employment with Defendants; and (d) a return address to which a response  
13 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or  
14 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the  
15 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event  
16 more than two business days) transmit the data requests to Defendants' Counsel and request that  
17 Defendants review their records.

18 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or  
19 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the  
20 person who submitted the data request, at the address designated for that purpose in the data request. All  
21 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent  
22 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement  
23 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved  
24 Employee for all other purposes.

25 4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or  
26 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in  
27 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request  
28 dispute. Defendants' records shall control unless the individual submitting the data request provides

persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants' Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7) calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject to Court review.

## **5. TERMS OF THE SETTLEMENT**

The Parties agree as follows:

5.1 Gross Settlement Amount: In consideration and exchange for the releases described in Section 6, Defendants shall pay the Gross Settlement Amount (\$575,000). Funding of the Gross Settlement Amount shall occur within 21 calendar days after the Effective Date, but in no event earlier than January 15, 2025, to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in documenting the Agreement, administering the Agreement (including Settlement Administrator Costs), and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (*e.g.* employer FICA, FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members will be paid in addition to the Gross Settlement Amount.

5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35% threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to exceed \$15,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not exceed the \$15,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than

the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the Gross Settlement Amount and shall not exceed \$15,000. The difference between any actual costs and the allocated \$15,000 shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for an Enhancement Payment to the Class Representative in an amount not to exceed Fifteen Thousand Dollars (\$15,000) to compensate for the risks, time, and expense of his involvement in the Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Individual Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member. Defendants has agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so long as it does not exceed the amount stated herein. The Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.5 PAGA Payment: Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by cashing their respective settlement checks before the deadline to do so, that remaining amount shall be

1 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine  
2 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

3       5.7   No Additional Benefits Contributions: All Individual Settlement Amounts paid to  
4 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in  
5 which such amounts were actually received. It is expressly understood and agreed that the receipt of such  
6 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to  
7 any new or additional compensation or benefits under any company bonus or other compensation or benefit  
8 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating  
9 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching  
10 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement  
11 Amounts provided for in this Agreement are the sole payments to be made by Defendants to the  
12 Participating Class Members and Aggrieved Employees in connection with this Agreement  
13 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that  
14 might have been in effect during the period covered by this Agreement).

15       5.8   Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved  
16 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net  
17 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for  
18 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement  
19 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by  
20 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of  
21 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the  
22 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members  
23 under this formula who timely opt out of the Settlement will be redistributed to Participating Class  
24 Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing  
25 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all  
26 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to  
27 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved  
28 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total

Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and Aggrieved Employees are as follows:

5.9.1 One Third (1/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

5.9.2 Two Thirds (2/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this payment shall be divided equally among the 1099-MISC and 1099-INT designations.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes. No party has made any representation to any of the other Parties as to the taxability of

any payments pursuant to this Agreement, including the payments to Participating Class Members, the payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax implications of any provision of this Agreement.

5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless expressly provided otherwise herein. However, in the event this agreement is deemed null and void as described in Section 3 because the Court, in its independent determination, finds that the Agreement does not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible for the costs of the Settlement Administrator incurred between the date the Agreement was executed and the date of such event.

5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for establishing class certification have been met and are met.

5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and Aggrieved Employees.

## **6. RELEASE**

6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their successors in interest will be permanently enjoined and forever barred from prosecuting any of Released Class Claims against any of the Released Parties.

6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all

Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA Claims against any of the Released Parties.

6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and forever release the Released Class Claims, Released PAGA Claims, and Class Representative's Released Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims, Released PAGA Claims, and Class Representative's Released Claims against any of the Released Parties.

## **7. SETTLEMENT ADMINISTRATION**

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for: 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members and Aggrieved Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members; 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees, including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of

1 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of  
2 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of  
3 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable  
4 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the  
5 number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes  
6 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final  
7 statistics of the administration and compliance with all payment obligations under the Agreement; 14)  
8 completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to  
9 Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as  
10 necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to  
11 the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if  
12 necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until  
13 all payments and obligations contemplated by the Agreement have been fully executed.

14       7.2    Notice to Class Members and Aggrieved Employees: Defendants represent and warrant that  
15 Class Members and Aggrieved Employees are able to read and write in English such that no translation of  
16 the Notice of Settlement into another language is necessary. The Notice of Settlement will provide Class  
17 Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how  
18 to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying  
19 Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class  
20 Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed  
21 attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement  
22 Administrator Cost allocations, proposed PAGA Payment allocations, the scope of the class, the nature and  
23 extent of the released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for  
24 attorneys' fees and costs. The Notice of Settlement shall include information regarding Class Member's  
25 and Aggrieved Employee's estimated Individual Settlement Amount. The Notice of Settlement will  
26 provide information on how to access electronic copies online of the Notice of Settlement, any motions for  
27 approval of the Agreement, any motions for approval of attorneys' fees and costs, and any other documents  
28 as the Court directs.

1           7.3     Class Member Data and Mailing: No later than fourteen (14) calendar days after the  
2 Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the first and last  
3 name, last known mailing address, last known telephone number, Social Security Number, start and end  
4 date (if any) of employment of each Class Member and Aggrieved Employee, and any other information  
5 the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as  
6 outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying  
7 Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days  
8 after receipt of such address information, the Settlement Administrator will perform a national change of  
9 address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail the  
10 Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved  
11 Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information  
12 received from Defendants confidential to itself, and Defendants’ Counsel. However, Class Counsel shall  
13 be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts  
14 for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal  
15 identifying information is redacted and/or omitted.

16           7.4     Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement  
17 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice  
18 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)  
19 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly  
20 attempt to determine a correct address using a skip-trace, computer or other search using the name, address  
21 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within  
22 five (5) calendar days to any more recent address found as a result of the search. Following each search  
23 that does not result in a corrected address, for those Class Members who appear to be current employees  
24 of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact  
25 Defendants’ Counsel for assistance and Defendants shall cooperate in good faith with the Settlement  
26 Administrator’s reasonable efforts to obtain valid mailing addresses for Class Members to the extent they  
27 are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address  
28 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,

1 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-  
2 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are  
3 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall  
4 be bound by all terms of the Agreement, including the releases contained in Section 6.

5 7.5 Responses to Notice of Settlement:

6 7.5.1 *Opt-Outs*: The Notice of Settlement shall provide that Class Members who wish to  
7 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The  
8 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or  
9 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be  
10 excluded from the settlement; (c) identify the case name and number (*i.e. Miller v. Yolo Community Care*  
11 *Continuum* , Case No. CV2023-1150); (d) be signed; and (e) be post-marked no later than the conclusion  
12 of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must personally  
13 sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members.  
14 The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine  
15 whether a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the  
16 Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right  
17 to object, appeal or comment thereon. The name of any Class Member who submits a valid and timely opt  
18 out request will be specifically identified in any proposed order granting final approval. Class Members  
19 who fail to submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and  
20 any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts out of being a  
21 Class Member, they will still receive their share of the PAGA Payment as Aggrieved Employees cannot  
22 opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

23 7.5.2 *Objection Procedures*: Any Class Member who does not opt-out, but who wishes  
24 to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written  
25 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class  
26 Counsel and Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only  
27 approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a)  
28 state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a

1 Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)  
2 identify the case name and number (*i.e. Miller v. Yolo Community Care Continuum, et al.*, Case No.  
3 CV2023-1150); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or  
4 the re-mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written  
5 objection to the Settlement Administrator, any Class Member may appear at the final approval hearing to  
6 state their objection.

7           7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying  
8 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)  
9 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)  
10 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing  
11 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two  
12 business days) forward all such disputes to Defendants' Counsel and request that Defendants review the  
13 dispute. Defendants' records shall presumptively control unless the Class Member can produce  
14 documentation evidencing other periods of employment worked. If Defendants agree with submitted  
15 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with  
16 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that  
17 Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information,  
18 Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any  
19 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class  
20 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class  
21 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot  
22 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

23           7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,  
24 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement  
25 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the  
26 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure  
27 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency  
28 letter, whichever is later.

1           7.6     Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1  
2 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and  
3 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class  
4 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

5           7.7     Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)  
6 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class  
7 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete  
8 and detailed report regarding the statistics and responses of settlement administration to date and all the  
9 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

10          7.8     Settlement Administrator Payments to Participating Class Members, Class Counsel and  
11 Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the  
12 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to  
13 Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall  
14 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class  
15 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these  
16 calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount  
17 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement  
18 Administrator within twenty-one (21) calendar days after the Effective Date, but in no event earlier than  
19 January 15, 2025, to be to be held in trust in a QSF. Within seven (7) calendar days after Defendants fund  
20 the settlement, the Settlement Administrator shall deliver payment of Class Counsels' attorney's fees and  
21 costs, the Enhancement Payment payable to Plaintiff, the 75% portion of the PAGA Payment payable to  
22 the LWDA, Settlement Administrator Costs, and payment to Participating Class Members and/or  
23 Aggrieved Employees as required under this Agreement and approved by Court.

24                 7.8.1   The Settlement Administrator shall wire the Court-approved attorneys' fees and  
25 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide  
26 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions  
27 after the Final Approval Date.

1           7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved  
2 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is  
3 requested by Class Counsel.

4           7.8.3 Only Participating Class Members and Aggrieved Employees will receive their  
5 Individual Settlement Amount.

6           7.8.4 The Settlement Administrator shall remit and report the applicable portions of the  
7 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this  
8 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent  
9 necessary to determine the amount of the payroll tax payment required.

10          7.9   Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall  
11 issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the  
12 form of a check, which shall become null and void if not deposited within one hundred eighty (180)  
13 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be  
14 voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The  
15 Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check  
16 cashing deadline.

17          7.10   Settlement Administrator Declaration Regarding Compliance and Settlement  
18 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members  
19 and Aggrieved Employees to cash their settlement checks, the Settlement Administrator shall provide Class  
20 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete  
21 and detailed report regarding the settlement administration documenting that all payments under the  
22 Agreement have been made, that the Court's final approval order has been complied with, and that all the  
23 obligations of the Settlement Administrator have been completed.

## 24   **8.     PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

25          8.1     The schedule may be modified depending on whether and when the Court grants necessary  
26 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The  
27 schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as  
28 described above. In the event of such modification, the Parties shall cooperate to complete the settlement

procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

|                                                                                                                                                                                                                                                                                                             |                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Last day for Defendants to provide Settlement Administrator with Class Member and Aggrieved Employee information                                                                                                                                                                                            | Within 14 calendar days after the Preliminary Approval Date                                                                          |
| Last day for Settlement Administrator to complete NCOA search, update Class Member and Aggrieved Employee mailing information, and mail Notice of Settlement                                                                                                                                                | Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendants                   |
| Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests                                                                                                                                                                                                         | 60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later |
| Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics                                                                                                                                                                          | Within 14 calendar days after end of the Notice Period                                                                               |
| Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendants' Counsel | Within 7 calendar days after the Effective Date                                                                                      |
| Last day for Defendants to fund settlement                                                                                                                                                                                                                                                                  | Within 21 calendar days after the Effective Date, but in no event earlier than January 15, 2025.                                     |
| 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 Defendants have 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 |

## 9. DUTIES OF THE PARTIES

9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval documents, a similar one-week maximum review and response time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2) Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of

reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8) Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally approved as fair, reasonable and adequate as to the Class Members.

9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed Agreement.

9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and appropriate to assure effective communication to individual Class Members of information about their rights and obligations under this Agreement.

9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid request to opt out during the Notice Period.

9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.2.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:

1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating Participating Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(l)(2).

## **10. MISCELLANEOUS TERMS**

10.1 Defendants' Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendants. Defendants have represented that there are no more than 17,691 workweeks during the Class Period. In the event the number of workweeks during the Class Period is more than 19,460 (*i.e.*, greater than 10% more than 17,691), then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 19,460.

10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN

1 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR  
2 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH  
3 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON  
4 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT  
5 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS  
6 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
7 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
8 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
10 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
11 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX  
12 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
13 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT  
14 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX  
15 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON  
16 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX  
17 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY  
18 THIS AGREEMENT.

19 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not  
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
21 any person or entity any portion of any liability, claim, demand, action, cause of action or right released  
22 and discharged in this Agreement.

23 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by  
24 signing this Agreement Defendants is waiving any rights to appeal from the Court's approval of the  
25 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement  
26 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.  
27  
28

1           10.5   Exhibits Incorporated by Reference: The terms of this Agreement include the terms set  
2 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this  
3 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

4           10.6   Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will  
5 be entered according to this Agreement. The Parties stipulate and agree that the Yolo County Superior  
6 Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure  
7 Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement  
8 after default by the other party may recover reasonable attorney's fees and costs related thereto.

9           10.7   Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish  
10 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution  
11 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the  
12 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
13 contemplated by this Agreement and any other efforts that may become necessary by Court order, or  
14 otherwise, to effectuate this Agreement and the terms set forth herein.

15           10.8   No Admission of Liability: Neither the acceptance nor the performance by Defendants of  
16 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to  
17 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the  
18 Complaint, the representative character of the Action, the validity of any of the claims that were or could  
19 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of  
20 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by  
21 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,  
22 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or  
23 wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into  
24 this Stipulation with the intention to avoid further disputes and litigation.

25           10.9   Notices: Unless otherwise specifically provided herein, all notices, demands, or other  
26 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the  
27 third business day after mailing by United States certified mail, return receipt requested, addressed as  
28 follows:

To Plaintiff and the Class:

Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd., Suite 120  
Elk Grove, CA 95624

To Defendants:

David M. Daniels  
Elguindy Meyer & Koegel APC  
2990 Lava Ridge Court  
Roseville, California 95661

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.12 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representative.

1           10.15 Counterparts: This Agreement shall become effective upon its execution by all of the  
2 undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement  
3 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed  
4 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force  
5 and effect of originals.

6           10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been  
7 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the  
8 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,  
9 and governed by, the substantive laws of the State of California without giving effect to that State's choice  
10 of law principles.

11           10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted  
12 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of  
13 this Agreement, or any provision thereof.

14           10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be  
15 construed as retaliation against any Class Members for participating or seeking to participate in this class  
16 action settlement. The Parties will not discourage any class member from participating or seeking to  
17 participate in this class action settlement. This is a material term of the Agreement and non-breaching  
18 Parties will seek court intervention if this provision is breached.

19           10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the  
20 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.  
21 Each party acknowledges that there is no representation, inducement, promise or agreement which has been  
22 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which  
23 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the  
24 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

25           10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the  
26 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

**For Plaintiff:**

Date: 08/06/2024

  
\_\_\_\_\_  
Madrid Miller (Aug 6, 2024 12:38 PDT)  
Madrid Miller

**FOR Defendants:**

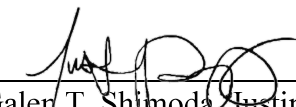
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
For Yolo Community Care Continuum

APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

Dated: 8/6/2024

By:   
\_\_\_\_\_  
Galen T. Shimoda, Justin P. Rodriguez and  
Renald Konini  
Attorney for Plaintiff and Aggrieved  
Employees

APPROVED AS TO FORM

**ELGUINDY MEYER & KOEGEL APC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David M. Daniels  
Attorney for Defendants

1           10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the  
2 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with  
3 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

4           10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this  
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply  
6 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

7           IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized  
8 attorneys, as of the day and year herein set forth.

9  
10       **For Plaintiff:**

11       Date: \_\_\_\_\_

\_\_\_\_\_  
Madrid Miller

12  
13       **FOR Defendants:**

14       Date: 8/6/24

\_\_\_\_\_  
By:   
For Yolo Community Care Continuum

15  
16  
17  
18  
19       APPROVED AS TO FORM

**Shimoda & Rodriguez Law, PC**

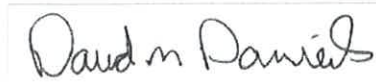
20  
21       Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Galen T. Shimoda, Justin P. Rodriguez and  
Renald Konini  
Attorney for Plaintiff and Aggrieved  
Employees

22  
23  
24       APPROVED AS TO FORM

**ELGUINDY MEYER & KOEGEL APC**

25  
26       Dated: July 26, 2024

By:   
\_\_\_\_\_  
David M. Daniels  
Attorney for Defendants

# **EXHIBIT 1**

CALIFORNIA SUPERIOR COURT  
FOR THE COUNTY OF YOLO

MADRID MILLER, individually and on behalf  
of all other similarly situated employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM, a  
California Corporation; AMBER SALAZAR, an  
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. CV2023-1150

**NOTICE OF PROPOSED CLASS ACTION  
AND PAGA SETTLEMENT, AND HEARING  
DATE FOR FINAL COURT APPROVAL OF  
SETTLEMENT**

**ATTENTION:** all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2019, to [REDACTED] (the "Class Members").

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

You are receiving this notice pursuant to an order from the Yolo County Superior Court ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Madrid Miller ("Plaintiff" or "Class Representative"), and Defendants Yolo Community Care Continuum and Amber Salazar ("Defendants") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendants' records indicate you fall within the definition of "Class Member." Defendants' records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate, and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

**I. BACKGROUND OF THE CASE**

On June 7, 2023, Plaintiff filed a Complaint against Defendants in the Yolo County Superior Court of California on behalf of himself and Class Members. The term "Action" means this putative class action pending in Yolo County Superior Court, Case No. CV2023-1150. The Class Period is June 7, 2019, to [REDACTED] (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to provide meal periods or pay premiums in lieu thereof, 3) failing to provide rest periods or pay premiums in lieu thereof, 4) failing to provide accurate wage statements, 5) failing to pay final wages, 6) failing to provide paid sick leave 7) failing to pay reimbursement for expenses, 8) engaging in unfair competition, and 9) committing PAGA violations. Defendants have denied all of Plaintiff's allegations. The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendants continue to deny all allegations and claims. Defendants have entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, which are defined as all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2019, to [REDACTED]. The Agreement also applies to Aggrieved Employees, which are defined as all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2022, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Agreement, Defendants have agreed to pay a total sum of Five Hundred Seventy-Five Thousand Dollars (\$575,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed 35% of the Gross Settlement Amount, attorney’s costs not to exceed \$15,000, Settlement Administrator Costs estimated not to exceed \$15,000, Class Representative’s Enhancement Payment of \$15,000, and \$20,000 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendants in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by participating Class Members during the Class Period. Of the \$20,000 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 25% of the PAGA Payment will be divided among Aggrieved Employees. If the Settlement is given final approval, funding of the Gross Settlement Amount will no earlier than January 15, 2025.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

### **B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees**

Defendants will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as from June 7, 2022, to [REDACTED]. Defendants’ records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

### **C. Calculations to Be Based on Defendants’ Records and Resolution of Workweek Disputes**

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendants' records. Defendants' records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendants' records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendants' records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

#### **D. Release of Claims**

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. The Released Class Claims exclude claims for workers' compensation or unemployment insurance benefits. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's notice letter to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in Plaintiff's notice letter to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

### **III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER**

#### **A. Participating in the Settlement as a Class Member**

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

#### **B. Excluding Yourself from the Settlement as a Class Member**

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Miller v. Yolo Community Care Continuum*, CV2023-1150); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

#### **C. Objection to Settlement**

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Miller v. Yolo Community Care Continuum*, CV2023-1150); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

#### **IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://portal-cayolo.tylertech.cloud/Portal/Home/Dashboard/29>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendants and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendants in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendants and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

#### **V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department 14, 1000 Main Street, Woodland, California, 95695, on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. For Department 14 - To join by lifesize <https://launch.lifesizecloud.com/?ext=20138869&lang=%5Bobject%20Object%5D>: To join by phone: (877) 422-8614 or (833) 881-5208, Meeting ID: 20138869, Passcode: 1000. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

#### **VI. ADDITIONAL INFORMATION**

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://portal-cayolo.tylertech.cloud/Portal/Home/Dashboard/29>. You can also contact Class Counsel or Defendants' Counsel as follows:

Galen T. Shimoda  
Justin P. Rodriguez  
Renald Konini  
Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd., Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
Facsimile: (916) 760-3733  
***On behalf of Plaintiff***

David M. Daniels  
Elguindy Meyer & Koegel APC  
2990 Lava Ridge Court  
Roseville, California 95661  
Telephone: 916-778-3310  
Facsimile: (916) 330-4433  
***On behalf of Defendants***

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [REDACTED]**

**BY ORDER OF THE COURT**



# Exhibit B

1 Galen T. Shimoda (Cal. State Bar No. 226752)  
2 Justin P. Rodriguez (Cal. State Bar No. 278275)  
3 Brittany V. Berzin (Cal. State Bar No. 325121)  
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5 9401 East Stockton Boulevard, Suite 120  
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9 Attorneys for Plaintiff MADRID MILLER

ELECTRONICALLY FILED  
by Superior Court of CA,  
County of Yolo,  
on 9/26/2023 11:00 AM  
By: A Akanno, Deputy

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

MADRID MILLER, individually and on  
behalf of all other similarly situated  
employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM,  
a California Corporation;  
AMBER SALAZAR, an individual;  
and DOES 1 to 100, inclusive,

Defendants.

**Case No. CV2023-1150**

**CLASS ACTION**

**FIRST AMENDED COMPLAINT FOR  
DAMAGES:**

- 1. Failure to Pay Overtime Wages**
- 2. Meal Period Violations**
- 3. Rest Period Violations**
- 4. Wage Statement Violations**
- 5. Waiting Time Penalties**
- 6. Unfair Competition**
- 7. Failure to Reimburse Expenses**
- 8. Private Attorneys General Act**

**DEMAND FOR JURY TRIAL**

1 Plaintiff MADRID MILLER (“Plaintiff”), on behalf of himself and all other similarly  
2 situated employees, hereby files this Complaint against Defendants YOLO COMMUNITY CARE  
3 CONTINUUM, a California Corporation; AMBER SALAZAR, an individual; and DOES 1 to 100,  
4 inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief,  
5 Plaintiff allege the following:

### 6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by  
8 Plaintiff for failure to pay overtime, meal and rest period violations, wage statement violations, failure to  
9 timely pay final wages, failure to reimburse expenses, paid sick time violations, and unfair competition.

### 10 **JURISDICTION AND VENUE**

11 2. The Yolo County Superior Court has jurisdiction in this matter pursuant to California  
12 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,  
13 California Business and Professions Code, and Wage Order No. 5.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that  
15 Defendants reside in Yolo County. In addition, some of the wrongful acts and violations of law asserted  
16 herein occurred within Yolo County, and Defendants’ obligation to pay wages arose in Yolo County  
17 pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

18 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the  
19 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of herself  
20 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written  
21 notice via online submission to the Labor and Workforce Development Agency (“LWDA”) on  
22 approximately June 7, 2023. Plaintiff provided facts and legal bases for his claims within the notice to  
23 the LWDA on all violations asserted under the Private Attorneys General Act cause of action. Plaintiff  
24 submitted the \$75.00 filing fee. The June 7, 2023 notice was also sent via certified mail to Defendants  
25 on the same day. Plaintiff is informed and believes, that to date, the LWDA has not provided any  
26 response to Plaintiff’s notice correspondence. Accordingly, Plaintiff is informed and believes that he  
27 has exhausted all administrative remedies pursuant to the Private Attorneys General Act and may bring  
28 this action on behalf of himself and all Aggrieved Employees. *See* Cal. Labor Code § 2699.3(a)(2)(A),

(c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees includes all individuals who have, or continue to, work for Defendants in California as non-exempt employees from June 7, 2022 to the present.

#### **PARTIES**

5. MADRID MILLER is an individual over the age of eighteen (18) and is a resident of the State of California.

6. On information and belief, Plaintiff alleges, YOLO COMMUNITY CARE CONTINUUM, is now and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility doing business in the State of California.

7. Plaintiff is informed and believes, and thereupon alleges, that AMBER SALAZAR is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further alleges that AMBER SALAZAR is an owner, director, officer, and/or managing agent of YOLO COMMUNITY CARE CONTINUUM responsible for causing the violations outlined in the First through First through Fifth, Seventh and Eighth causes of action. As such AMBER SALAZAR is individually liable pursuant to California Labor Code section 558.1.

8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

9. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

//

11. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

### **CLASS ALLEGATIONS**

13. Plaintiff brings the First through Sixth Causes of Action on behalf of himself, and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

all individuals who have, or continue to, work for Defendants in California as non-exempt employees from four (4) years prior to the filing of this Complaint to the present.

14. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants had a policy or practice of failing to incorporate the value of shift differentials when calculating class members' regular rates of pay;
- (2) Whether Defendants paid class members all overtime wages;
- (3) Whether Defendants provided class members with all meal periods;

- 1 (4) Whether Defendants provided class members with all rest periods;  
2 (5) Whether Defendants had a policy or practice failing to authorize and permit meal  
3 periods;  
4 (6) Whether Defendants had a policy or practice failing to authorize and permit rest  
5 periods;  
6 (7) Whether Defendants had a policy or practice of failing to provide class members  
7 with all sick leave they should have accrued under the law;  
8 (8) Whether Defendants had a policy or practice of failing to reimburse class  
9 members for the use of their personal cellphones;  
10 (9) Whether as a result of Defendants' policies and practices Plaintiff's and putative  
11 class members received all wages, due and owing, at the time of their termination  
12 or separation; and  
13 (10) Whether Defendants provided Plaintiff's and putative class members with wage  
14 statements that complied with Labor Code section 226.
- 15 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative  
16 class. The putative class also sustained damages arising out of Defendants' common  
17 course of conduct in violation of the law as complained of herein. Plaintiff and all  
18 members of the putative class were non-exempt employees who were not paid the correct  
19 regular rates of pay, did not receive all meal and rest periods owed, and were not  
20 reimbursed for use of their personal cellphones. This resulted in wages owed but unpaid  
21 to class members at the time of their separation. Additionally, Defendants issued  
22 Plaintiff and all members of the putative class wage statements that did not comply with  
23 Labor Code section 226. As a result, Plaintiff and each member of the putative class will  
24 have suffered the same type of harm and seek the same type of recovery based on the  
25 same legal theories.
- 26 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the  
27 putative class. For all relevant times, Plaintiff resided in California and worked for  
28 Defendants in California. Moreover, Plaintiff is an adequate representative of the

putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

- (e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

15. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

### **GENERAL ALLEGATIONS**

16. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 15 as though fully set forth herein.

17. Plaintiff worked for Defendants from approximately January 2023 to April 2023 as a non-exempt employee.

18. Defendants paid Plaintiff and similarly situated employees an hourly rate in addition to shift differentials. However, Defendants failed to incorporate the value of shift differentials paid into Plaintiff's and similarly situated employees' regular rates of pay for the purpose of paying overtime wages, meal period premiums, rest period premiums, and paid sick time. For example, during Defendants' 4/2/23 to 4/15/23 pay period, Plaintiff's paystub reflects that Defendants paid Plaintiff a shift differential for working the graveyard shift in addition to 3.67 hours of overtime and 2 meal period

1 premiums. Defendants paid Plaintiff's overtime wages at exactly 1.5x his base hourly rate and  
2 Plaintiff's meal premiums at exactly his base hourly rate, which does not include any adjustment for the  
3 value of the shift differentials paid. This practice of Defendants not to incorporate the value of shift  
4 differentials into the regular rates of pay resulted in unpaid overtime, unpaid meal period premiums,  
5 unpaid rest period premiums, and unpaid sick leave for Plaintiff and similarly situated employees.

6 19. Defendants did not authorize and permit Plaintiff and similarly situated employees to take  
7 all meal and rest periods owed to them. Plaintiff and similarly situated employees were employed for  
8 periods of more than five hours without receiving an uninterrupted thirty (30) minute meal period.  
9 Plaintiff and similarly situated employees did not receive an uninterrupted ten (10) minute rest period  
10 every four hours or major fraction thereof they worked.

11 20. Defendants required Plaintiff and similarly situated employees to incur expenses for work  
12 without paying reimbursement for such expenses. For instance, Defendants required Plaintiff and  
13 similarly situated employees to use their personal cellphones to login to an app to record their hours  
14 worked. Defendants did not reimburse Plaintiff or similarly situated employees for the use of their  
15 personal cellphones.

16 21. Defendants failed to provide Plaintiff and similarly situated employees with accurate  
17 wage statements. The wage statements Defendants provided did not accurately itemize employees'  
18 gross and net wages, meal period premiums, rest period premiums, paid sick time, and all applicable  
19 hourly rates in effect during the pay period, total hours worked, and the corresponding number of hours  
20 worked at each hourly rate.

21 22. At the time of Plaintiff's and similarly situated employees' termination or separation,  
22 Plaintiff and similarly situated employees had overtime, sick time, and meal and rest period premiums  
23 owing to them. As of the date of this letter, Defendants have not paid Plaintiff and similarly situated  
24 employees these wages they are owed.

25 23. Defendant YOLO COMMUNITY CARE CONTINUUM identified AMBER SALAZAR  
26 in its filings with the California Secretary of State during the claim period as a corporate officer.  
27 AMBER SALAZAR is identified as the Chief Executive Officer. Plaintiff is informed and believes that  
28 AMBER SALAZAR was responsible for creating and electing to implement or participating in creating

1 and electing to implement YOLO COMMUNITIY CARE CONTINUUM's payroll and compensation  
2 policies and practices, or that AMBER SALAZAR was aware of such policies and practices and ratified  
3 them.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**  
6 **FAILURE TO PAY OVERTIME WAGES**  
7 **(As to all Defendants)**

8 24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully  
9 set forth herein.

10 25. During the period Plaintiff was employed by Defendants, Defendants were required to  
11 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of  
12 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for  
13 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. 5, section (3)(A);  
14 Cal. Lab. Code §§ 510, 1194.

15 26. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day  
16 and/or forty (40) hours per week on several occasions while employed by Defendants. However,  
17 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours  
18 worked at their regular rate of pay.

19 27. Plaintiff and similarly situated employees were not exempt from overtime protections  
20 employees under the California Wage Orders and Labor Code.

21 28. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees  
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
23 the extent pertinent as if set forth here in full.

24 **SECOND CAUSE OF ACTION**  
25 **MEAL PERIOD VIOLATIONS**  
26 **(As to all Defendants)**

27 29. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully  
28 set forth herein.

30. An employer must provide an employee a meal period in accordance with the  
applicable Wage Order, and California Labor Code sections 226.7 and 512.

1 31. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 5, section  
2 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)  
3 minutes for each work period of more than five (5) hours.

4 32. California Labor Code section 512 and Wage Order No. 5 section 11(B) further  
5 provide that employers may not employ employees for a work period for more than ten (10) hours  
6 per day without providing the employee with a second meal period of at least thirty (30) minutes.  
7 However, if the total hours worked is no more than twelve (12) hours, the second meal period may  
8 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one  
9 (1) hour of pay at their regular rate of compensation for each meal period not provided.

10 33. Defendants employed Plaintiff and similarly situated employees for periods of more  
11 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal  
12 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more  
13 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated  
14 employees to take their first meal period before the completion of their fifth hour of work and failed  
15 to allow Plaintiff and similarly situated employees to take their second meal period before the  
16 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their  
17 rights to all meal periods throughout their employment.

18 34. Defendants further failed to pay Plaintiff and similarly situated employees the  
19 applicable meal period premiums for any such missed meal breaks.

20 35. As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
21 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
22 incorporated here to the extent pertinent as if set forth here in full.

23 **THIRD CAUSE OF ACTION**  
24 **REST PERIOD VIOLATIONS**  
**(As to all Defendants)**

25 36. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 35 as though fully  
26 set forth herein.

27 37. An employer must provide an employee a rest period in accordance with the  
28 applicable Wage Order and California Labor Code section 226.7.

1 38. California Labor Code section 226.7 and Wage Order No. 5, section 12(A) require an  
2 employer to provide a rest period of not less than ten (10) minutes for each work period of more than  
3 four (4) hours or a major fraction thereof.

4 39. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly  
5 situated employees to take paid rest periods of at least ten (10) minutes for each work period that  
6 they worked more than four (4) hours or a major fraction thereof.

7 40. Defendants further failed to pay Plaintiff and similarly situated employees the  
8 applicable rest period premiums for any such missed rest periods.

9 41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
10 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
11 incorporated here to the extent pertinent as if set forth here in full.

12 **FOURTH CAUSE OF ACTION**  
13 **WAGE STATEMENT VIOLATIONS**  
14 **(As to all Defendants)**

15 42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully  
16 set forth herein.

17 43. Pursuant to California Labor Code section 226(a), an employer must provide an itemized  
18 statement to an employee, semimonthly or at the time of each payment of wages, showing:

19 *(1) gross wages earned, (2) total hours worked by the employee, except for*  
20 *any employee whose compensation is solely based on a salary and who is*  
21 *exempt from payment of overtime under subdivision (a) of Section 515 or*  
22 *any applicable order of the Industrial Welfare Commission, (3) the*  
23 *number of piece-rate units earned and any applicable piece rate if the*  
24 *employee is paid on a piece-rate basis, (4) all deductions, provided that*  
25 *all deductions made on written orders of the employee may be aggregated*  
26 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*  
27 *period for which the employee is paid, (7) the name of the employee and*  
28 *the last four digits of his or her social security number or an employee*  
*identification number other than a social security number, (8) the name*  
*and address of the legal entity that is the employer and, if the employer is*  
*a farm labor contractor, as defined in subdivision (b) of Section 1682, the*  
*name and address of the legal entity that secured the services of the*  
*employer, and (9) all applicable hourly rates in effect during the pay*  
*period and the corresponding number of hours worked at each hourly rate*  
*by the employee. The deductions made from payment of wages shall be*  
*recorded in ink or other indelible form, properly dated, showing the*  
*month, day, and year, and a copy of the statement and the record of the*  
*deductions shall be kept on file by the employer for at least three years at*

1                    *the place of employment or at a central location within the State of*  
2                    *California.*

3                    44. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an  
4 itemized statement or failed to provide an accurate and complete itemized statement showing the  
5 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not  
6 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime  
7 and double time hours worked, meal and rest period premiums, and paid sick time and corresponding  
8 rates of pay, and gross and net wages earned. Plaintiff and similarly situated employees were not able  
9 to promptly and easily determine whether they had been paid all wages owed from their paystubs  
10 alone. Additionally, Plaintiff and similarly situated employees suffered confusion over whether they  
11 received all wages owed and were prevented from effectively challenging information on their wage  
12 statements.

13                    45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
14 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
15 incorporated here to the extent pertinent as if set forth here in full.

16                    **FIFTH CAUSE OF ACTION**  
17                    **WAITING TIME PENALTIES**  
18                    **(As to all Defendants)**

19                    46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 45 as though fully  
20 set forth herein.

21                    47. An employer must pay an employee who is terminated all unpaid wages immediately  
22 upon termination. *See* Cal. Lab. Code § 201.

23                    48. An employer must pay an employee who resigns all unpaid wages within seventy-two  
24 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

25                    49. Plaintiff and similarly situated employees did not receive all wages, including overtime  
26 wages, paid sick time wages, and meal and rest period premium wages at their termination or within the  
27 required time after their separation from employment.

28                    50. An employer who willfully fails to pay an employee wages in accordance with California  
Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)  
days. *See* Cal. Lab. Code § 203.

51. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were paid shift differentials but failed to account for the value of the differentials when calculating Plaintiff's and similarly situated employees' regular rates of pay. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

52. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

**SIXTH CAUSE OF ACTION**  
**UNFAIR COMPETITION**  
**(As to Yolo Community Care Continuum and DOES 1 to 100)**

53. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 52 as though fully set forth herein.

54. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions (“B&P”) Code § 17200.

55. Plaintiff and similarly situated employees were not paid all wages owed, including overtime wages, and meal and rest period premiums, paid sick leave, or reimbursement for business expenses, during their employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory protections regarding meal and rest periods.

56. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

57. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code

1 sections 17203, 17208, violations of California Labor Code sections 226.7, 246, 510, 512, and 2802 all  
2 in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this  
3 Action.

4 **SEVENTH CAUSE OF ACTION**  
5 **FAILURE TO REIMBURSE EXPENSES**  
6 **(As to all Defendants)**

7 58. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 57 as though fully  
8 set forth herein.

9 59. California Labor Code section 2802(a) states that “An employer shall indemnify his or  
10 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of  
11 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even  
12 though unlawful, unless the employee, at the time of obeying the directions, believed them to be  
13 unlawful.”

14 60. Defendants required Plaintiff and similarly situated employees to use an app on their  
15 personal cellphones to record their hours worked but failed to reimburse them for such use.

16 61. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees  
17 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to  
18 the extent pertinent as if set forth here in full.

19 **EIGHTH CAUSE OF ACTION**  
20 **PRIVATE ATTORNEYS GENERAL ACT**  
21 **(As to all Defendants)**

22 62. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 61 as though fully  
23 set forth herein.

24 63. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the  
25 following provisions of the Labor Code in their dealings with him and other similarly situated current  
26 and former employees:

- 27 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime  
28 Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B)  
(Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

- Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

64. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

65. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

### **DAMAGES**

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Interest for the wages due pursuant to California Labor Code section 1194;
  - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
4. As to the Third Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1           5.     As to the Fourth Cause of Action:

- 2           a.     Penalties as provided for in Labor Code section 226, including the greater of all  
3                 actual damages or fifty dollars (\$50.00) for the initial pay period in which the  
4                 violation occurred and one hundred dollars (\$100.00) per employee for each  
5                 violation in the subsequent pay periods, but not to exceed four thousand dollars  
6                 (\$4,000.00);
- 7           b.     For reasonable attorney's fees and costs incurred pursuant to Labor Code section  
8                 226(e);

9           6.     As to the Seventh Cause of Action:

- 10          a.     An amount to be proven at trial;
- 11          b.     For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

12          7.     As to the Eighth Cause of Action:

- 13          a.     For Civil penalties as provided for in the Labor Code for each enumerated  
14                 violation in an amount to be proven at trial;
- 15          b.     For those Labor Code sections, the violation of which there is no civil penalty  
16                 provided, the default penalty provided in Labor Code section 2699(f): for any  
17                 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay  
18                 period; For any subsequent violation, two hundred dollars (\$200) for each  
19                 aggrieved employee per pay period;
- 20          c.     Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 21          d.     For any other remedies as allowed by law and/or deemed appropriate by the  
22                 Court;

23          8.     For such other and further relief as this Court may deem just and proper,  
24                 including, but not limited to:

- 25           a.     Wages as proved at trial;
- 26           b.     Injunctive and Declaratory relief;
- 27           c.     Attorney's fees and costs as provided for by law; and
- 28           d.     Interest.

1  
2 Dated: September 6, 2023  
3

**Shimoda & Rodriguez Law, PC**

4 By: *Brittany Berzin*  
5 Galen T. Shimoda  
6 Justin P. Rodriguez  
7 Brittany V. Berzin  
8 Attorneys for Plaintiff  
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1 *Miller v. Yolo Community Care Continuum*  
2 *Yolo County Superior Court of California CV2023-1150*

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

5 I, Shaniya Baird, declare that:

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

8 On October 26, 2023, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

|                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10 David M. Daniels (SBN: 170315)<br>11 Elguindy, Meyer & Koegel, APC<br>12 2990 Lava Ridge Court, Suite 205<br>13 Roseville, CA 95661<br>14 Phone: (916) 778-3310<br>15 Fax: (916) 330-4433<br>16 Email: <a href="mailto:ddaniels@emklawyers.com">ddaniels@emklawyers.com</a><br><a href="mailto:sandrade@emklawyers.com">sandrade@emklawyers.com</a><br><a href="mailto:reception@emklawyers.com">reception@emklawyers.com</a> |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

17 [ ] [By Mail] I am familiar with my employer's practice for the collection and  
18 processing of correspondence for mailing with the United States Postal  
19 Service and that each day's mail is deposited with the United States Postal  
20 Service that same day in the ordinary course of business. On the date set forth  
21 above, I served the aforementioned document(s) on the parties in said action  
22 by placing a true copy thereof enclosed in a sealed envelope with postage  
23 thereon fully prepaid, for collection and mailing on this date, following  
24 ordinary business practices, at Elk Grove, California, addressed as set forth  
25 above.

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

28 [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: UPS.

I declare under penalty of perjury under the laws of the State of California that the foregoing is  
true and correct, and that this declaration was executed on October 26, 2023, at Salt Lake City, Utah.

Shaniya Baird  
Shaniya Baird

# Exhibit C



Shimoda & Rodriguez Law, PC  
9401 East Stockton Blvd.  
Suite #120  
Elk Grove, CA 95624  
Ph. (916) 525-0716  
Fax (916) 760-3733  
www.shimodalaw.com

June 7, 2023

**For Online Filing:**

Labor and Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

**Re: *Miller v. Yolo Community Care Continuum***

Dear Labor Commissioner,

As counsel for Madrid Miller (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Yolo Community Care Continuum  
P.O. Box 1101  
Davis, CA 95617

Amber Salazar  
P.O. Box 1101  
Davis, CA 95617

Roger Pehlke  
P.O. Box 1101  
Davis, CA 95617

Timur Mamedov  
P.O. Box 1101  
Davis, CA 95617

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Yolo Community Care Continuum, Amber Salazar, Roger Pehlke, and Timur Mamedov (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all individuals who have, or continue to, work for Defendants in California as non-exempt employees. Plaintiff is clearly entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA



standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

## **A. FACTS**

Plaintiff worked for Defendants from approximately January 2023 to April 2023 as a non-exempt employee.

Defendants paid Plaintiff and Aggrieved Employees an hourly rate in addition to shift differentials. However, Defendants failed to incorporate the value of shift differentials paid into Plaintiff's and Aggrieved Employees' regular rates of pay for the purpose of paying overtime wages, meal period premiums, rest period premiums, and paid sick time. For example, during Defendants' 4/2/23 to 4/15/23 pay period, Plaintiff's paystub reflects that Defendants paid Plaintiff a shift differential for working the graveyard shift in addition to 3.67 hours of overtime and 2 meal period premiums. Defendants paid Plaintiff's overtime wages at exactly 1.5x his base hourly rate and Plaintiff's meal premiums at exactly his base hourly rate, which does not include any adjustment for the value of the shift differentials paid. This practice of Defendants not to incorporate the value of shift differentials into the regular rates of pay resulted in unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, and unpaid sick leave for Plaintiff and Aggrieved Employees.

Defendants did not authorize and permit Plaintiff and Aggrieved Employees to take all meal and rest periods owed to them. Plaintiff and Aggrieved Employees were employed for periods of more than five hours without receiving an uninterrupted thirty (30) minute meal period. Plaintiff and Aggrieved Employees did not receive an uninterrupted ten (10) minute rest period every four hours or major fraction thereof they worked.

Defendants required Plaintiff and Aggrieved Employees to incur expenses for work without paying reimbursement for such expenses. For instance, Defendants required Plaintiff and Aggrieved Employees to use their personal cellphones to login to an app to record their hours worked. Defendants did not reimburse Plaintiff or Aggrieved Employees for the use of their personal cellphones.

Defendants failed to provide Plaintiff and Aggrieved Employees with accurate wage statements. The wage statements Defendants provided did not accurately itemize employees' gross and net wages, meal period premiums, rest period premiums, paid sick time, and all applicable hourly rates in effect during the pay period, total hours worked, and the corresponding number of hours worked at each hourly rate.

At the time of Plaintiff's and Aggrieved Employees' termination or separation, Plaintiff and Aggrieved Employees had overtime, sick time, and meal and rest period premiums owing to



them. As of the date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees these wages they are owed.

## **B. ALLEGATIONS AND CHARGES**

### **Count One – Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime Wages)**

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

### **Count Two - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 5, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 5, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

### **Count Three – Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)**

Labor Code section 226.7 and Wage Order No. 5, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law.



Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

**Count Four – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)**

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee . . . .” For the reasons stated above, Defendants failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

**Count Five – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)**

Labor Code sections 201-203 require that all wages, including overtime wages, meal period premiums, and paid sick time, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

**Count Six – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)**

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy



Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee’s regular rate of pay. For the reasons stated above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

**Count Seven – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)**

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants by and through Defendants’ agents, violated Plaintiff and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated statutes therein. Amber Salazar, Roger Pehlke, and Timur Mamedov were officers, directors, shareholders, and/or managing agents of Yolo Community Care Continuum responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

**Count Eight – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)**

Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursement for personal cellphone use by Plaintiff and Aggrieved Employees. This was in violation of the law.

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If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

**Shimoda & Rodriguez Law, PC**

By: *Brittany Berzin*  
Brittany V. Berzin

BVB:sb

cc: Client via e-mail

1 *Miller v. Yolo Community Care Continuum*

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

4 I, Shaniya Baird, declare that:

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

7 On June 7, 2023, I served the following documents on the party below:

- 8 • Private Attorney General Act Letter

9

|                                                                      |                                                   |
|----------------------------------------------------------------------|---------------------------------------------------|
| 10 Yolo Community Care Continuum<br>P.O. Box 1101<br>Davis, CA 95617 | Amber Salazar<br>P.O. Box 1101<br>Davis, CA 95617 |
| 11 Roger Pehlke<br>P.O. Box 1101<br>Davis, CA 95617                  | Timur Mamedov<br>P.O. Box 1101<br>Davis, CA 95617 |

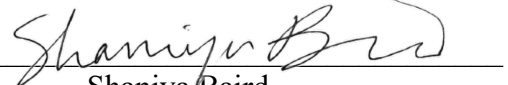
12  
13  
14

15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection  
16 and processing of correspondence for mailing with the United States Postal  
17 Service and that each day's mail is deposited with the United States Postal  
18 Service that same day in the ordinary course of business. On the date set forth  
19 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.

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

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

23 I declare under penalty of perjury under the laws of the State of California that the foregoing  
24 is true and correct, and that this declaration was executed on June 7, 2023, at Elk Grove, California.

25   
Shaniya Baird

26  
27  
28

# Exhibit D

| Date        | Description                                                                      |            |
|-------------|----------------------------------------------------------------------------------|------------|
| 6/7/2023    | Certified Mail - PAGA Letter to ER                                               | \$33.36    |
| 6/8/2023    | One Legal Service Fee - Complaint fee \$440.25, filing fee \$26.32               | \$466.57   |
| 6/8/2023    | Administration/Copy Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees | \$500.00   |
| 6/8/2023    | Payment to LWDA - PAGA Filing Fee                                                | \$75.00    |
| 9/6/2023    | One Legal Service Fee - Stip to Amend                                            | \$37.99    |
| 9/26/2023   | One Legal Service Fee - Third Amended Complaint                                  | \$17.29    |
| 9/26/2023   | One Legal Service Fee - Case Management Statement                                | \$17.29    |
| 1/3/2024    | Expenses - Apex Class Action Fee Re Belaire Notice                               | \$607.70   |
| 3/19/2024   | One Legal Service Fee - Case Management Statement                                | \$19.14    |
| 3/20/2024   | One Legal Service Fee - Notice of Disassociation                                 | \$19.14    |
| 3/26/2024   | Mediation - Mediator Fee                                                         | \$4,125.00 |
| 6/18/2024   | Mediation hotel - G. Shimoda                                                     | \$218.70   |
| 6/18/2024   | Mediation flight - G. Shimoda                                                    | \$672.95   |
| 6/18/2024   | Mediation Transport to/from - G. Shimoda                                         | \$78.19    |
| 6/18/2024   | Mediation meal - GS                                                              | \$40.00    |
| 6/27/2024   | One Legal Service Fee - Case Management Statement                                | \$19.14    |
| 9/20/2024   | One Legal Service Fee - Preliminary Approval Motion                              | \$82.29    |
| ANTICIPATED | One Legal Service Fee - Final Approval Motion                                    | \$125.00   |
| ANTICIPATED | One Legal Service Fee - Compliance Package                                       | \$25.00    |
| ANTICIPATED | One Legal Service Fee - Notice of Entry of Order                                 | \$25.00    |

**TOTAL: \$7,204.75**

# Exhibit E

# Exhibit F

| TASK CATEGORY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  | GTS   | JPR   | BYB  | RK   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|-------|-------|------|------|
| <b><u>Pre-filing investigation, Pleadings, Admin Exhaustion, and Related Law &amp; Motion.</u></b> Includes time spent during initial client meetings and review of claims and documents; Pre-filing investigation/research; Review of payroll records and prior filings against Defendant; Drafting pleadings, notices, administrative filings; Reviewing and responding to pleadings and court filings; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  | 26.4  | 13.7  | 8.3  | -    |
| <b><u>Case Review, Management, Strategy Meetings, Dispositive Motions.</u></b> Includes time spent discussing general plan of action updates and strategies in weekly meetings; Research and analysis regarding claim elements and issues affecting representative litigation; Preparing for case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Reviewing minute orders and general correspondence from the Court regarding case management and assignments; Research regarding certification; Research and drafting trial plan and discovery schedule per CMC discussions; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.                                                                                                                                                                                             |  |  |  |  | 19.1  | 18.7  | 6.9  | 8.1  |
| <b><u>Discovery (Pre-Mediation/Non-Mediation Related), Related Law &amp; Motion, and Hearings.</u></b> Includes time spent preparing discovery requests, Belaire Notice, and Protective Order; Research regarding discovery issues and objections; Reviewing and preparing responses to discovery requests; Meet and confer correspondence regarding discovery objections/disputes; Communicating with Third Party Administrator regarding Belaire notice and reviewing status reports; Document review and analysis; Seek out witnesses, conduct interviews and obtaining declarations; Review public records requests regarding prior labor commissioner filings and prior wage and hour lawsuits Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.                                                                                                                            |  |  |  |  | 29.3  | 65.9  | 39.5 | -    |
| <b><u>Discovery / Investigation for Mediation.</u></b> Includes time spent preparing informal/formal discovery specifically geared towards mediation; reviewing informal mediation productions, including data, analyses, documents, and public records; Analyzing discovery and mediation productions for sample analysis; Calculating damages; Reviewing financial record filings for Defendant and officers; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |  | 8.4   | 33.4  | -    | 1.5  |
| <b><u>Mediation / Settlement Conference / Direct Negotiations.</u></b> Includes time spent drafting/revising mediation brief and accompanying exhibits; Drafting pocket briefs; Review documents productions for potential exhibits; Preparing for and attending mediation; Pre-mediation calls with mediator; Legal research relating to issues on day of mediation; Direct negotiations with opposing counsel both before and after mediations; Preparing working draft of MOU; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.                                                                                                                                                                                                                                                                                                                                              |  |  |  |  | 49.1  | 19.5  | -    | 4    |
| <b><u>Drafting Settlement Agreements.</u></b> Includes time spent preparing long form agreement and exhibits, revisions relating thereto; Research regarding any approval procedures or issues regarding disputed terms; Solicit and review settlement administrator bids; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |  |  | 1.7   | 12.1  | -    | 3.5  |
| <b><u>Settlement Approval and Administration.</u></b> Includes time spent drafting motion for preliminary approval and supporting declarations and order; Class data and settlement calculation review; Speaking with Settlement Administrator regarding calculations, distributions, and final approval logistics; Review/revise class notice to conform with Court's orders; Review weekly reports from Settlement Administrator; Respond to Class Member calls and inquiries regarding the settlement; Draft Motion for Final Approval and supporting declarations, review and finalize exhibits relating thereto; Legal research regarding approval issues. Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same. Includes estimated 10 hours for J. Rodriguez supervising final distributions and compliance with Court final approval order and attending compliance hearings. |  |  |  |  | 17.2  | 32.6  | -    | 20.9 |
| <b>TOTAL:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  |  |  | 151.2 | 195.9 | 54.7 | 38   |

Galen T. Shimoda (Cal. State Bar No. 226752)  
Justin P. Rodriguez (Cal. State Bar No. 278275)  
Renald Konini (Cal. State Bar No. 312080)  
**Shimoda & Rodriguez Law, PC**  
9401 East Stockton Boulevard, Suite 120  
Elk Grove, CA 95624  
Telephone: (916) 525-0716  
Facsimile: (916) 760-3733  
Email: [attorney@shimodalaw.com](mailto:attorney@shimodalaw.com)  
[jrodriguez@shimodalaw.com](mailto:jrodriguez@shimodalaw.com)  
[rkonini@shimodalaw.com](mailto:rkonini@shimodalaw.com)

Attorneys for Plaintiff MADRID MILLER

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

MADRID MILLER, individually and on  
behalf of all other similarly situated  
employees,

Plaintiff,

vs.

YOLO COMMUNITY CARE CONTINUUM,  
a California Corporation; AMBER  
SALAZAR, an individual; and DOES 1 to  
100, inclusive,

Defendants.

**Case No. CV2023-1150**

**CLASS ACTION**

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

Date: March 13, 2025

Time: 9:00 a.m.

Dept.: 14

Judge: Hon. Samuel T. McAdam

Filed: June 7, 2023

FAC Filed: September 26, 2023

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 March 13, 2025, at 9:00 a.m., in Department 14 before the  
4 Honorable Samuel T. McAdam, presiding. Named Plaintiff Madrid Miller (“Plaintiff”) filed this  
5 putative class action on June 7, 2023. The operative Complaint alleges that Defendants Yolo  
6 Community Care Continuum and Amber Salazar (“Defendants”) violated California law by 1) failing  
7 to pay overtime wages, 2) failing to provide meal periods or pay meal period premiums in lieu thereof,  
8 3) failing to provide rest periods or pay rest period premiums in lieu thereof, 4) failing to provide  
9 accurate wage statements, 5) failing to pay final wages, 6) failing to reimburse expenses, and 7)  
10 engaging in unfair competition. Plaintiff has also alleged Defendants are liable for civil penalties  
11 under the Private Attorney’s General Act (“PAGA”) based on these violations. Plaintiff sought  
12 attorneys’ fees and costs as part of this Action. Defendants denied all of Plaintiff’s claims and denied  
13 that this case was appropriate for class treatment other than for purposes of settlement. No class has  
14 been certified. The class settlement was preliminarily approved by this Court on October 23, 2024.

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” or “Settlement”). Any capitalized terms herein shall have the same meaning as  
19 set forth in the Agreement. The Court, having received and considered Plaintiff’s Motion for  
20 Preliminary Approval of Class Action and PAGA Settlement, the declarations in support, the  
21 Agreement, the proposed Notice of Settlement, and other evidence, HEREBY ORDERS AND  
22 MAKES DETERMINATIONS AS FOLLOWS:

23 **I. 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 individuals who have, or continue to, work for Defendants in  
28 California as non-exempt employees from June 7, 2019, up to August 18,  
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 For settlement purposes only, the Court finds that Class Members meet the ascertainability and  
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll  
6 records, individuals who fall within the definition and the number of Class Members would make  
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes  
8 since there are questions of law and fact common to Class Members. The common questions of law or  
9 fact in this case all stem from Plaintiff's contentions that Defendants caused the violations outlined  
10 above by 1) failing to incorporate the value of shift differentials paid into Plaintiff's and similarly  
11 situated employees' regular rates of pay for the purpose of paying overtime wages, meal period  
12 premiums, rest period premiums, and paid sick time, 2) failing to authorize and permit Plaintiff and  
13 similarly situated employees to take all meal and rest periods owed to them, 3) requiring Plaintiff and  
14 similarly situated employees to work for periods of more than five hours without receiving an  
15 uninterrupted thirty (30) minute meal period, 4) having a meal period policy that is defective because it  
16 states that employees working more than six hours are required to take their 30-minute meal break no  
17 later than five (5) hours after the start of their shift and that employees working only six (6) hours do not  
18 need to take a thirty (30) minute meal break when in fact employees are entitled to a thirty (30) minute  
19 meal period if they work more than five (5) hours, not more than six (6), 5) failing to provide Plaintiff  
20 and similarly situated employees with an uninterrupted ten (10) minute rest period every four hours or  
21 major fraction thereof they worked, 6) requiring Plaintiff and similarly situated employees to incur  
22 expenses for work without paying reimbursement for such expenses which included not paying  
23 reimbursement for the use of their personal cell phones for work purposes. The PAGA, waiting time  
24 penalty, wage statement violation, and unfair competition claims also derive from these violations.  
25 Additionally, Class Members seek the same remedies under state law. The typicality requirement for  
26 settlement purposes is also satisfied since the claims of the Class Representative are based on the same  
27 facts and legal theories as those applicable to the Class Members.

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

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

## 8 **II. APPROVING CLASS ACTION AND PAGA SETTLEMENT**

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

17 No objections were made by Class Members and no Class Members opted out of the settlement.  
18 Because the Court finds the Parties' settlement to have been agreed upon only after extensive  
19 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court  
20 gives final approval to the Agreement and all terms therein as if stated here in full, including the  
21 \$648,025.30 Gross Settlement Amount.

22 The Court approves of the Twenty Thousand Dollar (\$20,000) PAGA Payment, which shall be  
23 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the  
24 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and  
25 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved  
26 Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the  
27 facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective,  
28

1 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code  
2 and LWDA.

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

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

11 Class Counsel sought attorneys' fees of \$226,808.85, attorney's costs of \$7,204.75, an  
12 Enhancement Payment to Class Representative in the amount of \$15,000, and for Settlement  
13 Administrator Costs in the amount of \$7,000. Defendants do not oppose these requests. The Notice of  
14 Settlement sent to Class Members included information regarding the maximum allocations for these  
15 amounts and that they would be requested in connection with final approval of the Agreement. Class  
16 Members have been given the opportunity to object to these amounts and no objections have been  
17 submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel  
18 regarding their hourly rates, prior fee awards in Sacramento County Superior Court at the requested  
19 rates, prior fee awards in Yolo County at the requested common fund percentage, and the amount of  
20 time expended in the litigation for the benefit of Class Members. The Court finds that the requested  
21 rates and hours expended are reasonable. The Court has also reviewed the updated itemized costs  
22 submitted by Class Counsel, the information provided by the Class Representatives regarding the efforts  
23 and burdens undertaken for the benefit of the class, and the cost information provided by the Settlement  
24 Administrator. The Court finds that these amounts are fair and reasonable, and awarded as requested,  
25 which will be deducted from the Gross Settlement Amount. This finding is further supported by the lack  
26 of objection by Class Members to these amounts. The difference between the actual attorney's costs and  
27 Settlement Administrator Costs awarded and the originally allocated attorney's costs of \$15,000 and  
28

Settlement Administrator Costs of \$15,000 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 DISTRIBUTION METHOD OF NOTICE TO THE CLASS, INCLUDING THE NOTICE OF SETTLEMENT**

The Court finds that the Notice of Settlement, filed with this motion as Exhibit A to the Declaration of Nathalie Hernandez, and incorporated by reference, 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 proposed 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 Defendants' Counsel | Within 7 calendar days after the Effective Date  |
| Last day for Defendants 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 Defendants 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.

The Court Sets a further compliance hearing for December 9, 2025, 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: \_\_\_\_\_

By: \_\_\_\_\_  
Judge of the Superior Court