

FILED
YOLO SUPERIOR COURT

OCT 23 2024

BY *Amanda Guli*
DEPUTY

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10 **SUPERIOR COURT OF CALIFORNIA**

11 **FOR THE COUNTY OF YOLO**

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

15 Plaintiff,

16 vs.

17 YOLO COMMUNITY CARE CONTINUUM,
18 a California Corporation; AMBER
19 SALAZAR, an individual; and DOES 1 to
20 100, inclusive,

21 Defendants.

Case No. CV2023-1150

CLASS ACTION

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

Date: October 22, 2024

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 Preliminary Approval of Class Action and PAGA Settlement ("Motion") in the
3 above referenced case came before this Court, on October 22, 2024, at 9:00 a.m., in Department 14
4 before the Honorable Samuel T. McAdam, presiding. Named Plaintiff Madrid Miller ("Plaintiff")
5 filed this putative class action on June 7, 2023. The operative Complaint alleges that Defendants Yolo
6 Community Care Continuum and Defendants Amber Salazar ("Defendants") violated California law
7 by 1) failing to pay overtime wages, 2) failing to provide meal periods or pay meal period premiums in
8 lieu thereof, 3) failing to provide rest periods or pay rest period premiums in lieu thereof, 4) failing to
9 provide accurate wage statements, 5) failing to pay final wages, 6) failing to reimburse expenses, and
10 7) engaging in unfair competition. Plaintiff has also alleged Defendants is 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.

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

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

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

9 **II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

10 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
11 A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and
12 adequate and falls within the range of reasonableness of a settlement that could ultimately be given final
13 approval by this Court. The Court finds the Settlement was agreed upon only after extensive
14 investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who
15 took reasonable steps and measures to weigh the potential value of the disputed claims against the risks
16 of continued litigation. The Court also acknowledges that Class Members may present any objections to
17 the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the
18 preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms
19 therein as if stated here in full, including the \$575,000 Gross Settlement Amount.

20 The Court approves of ILYM Group, Inc., acting as the Settlement Administrator in this case and
21 hereby appoints them to fulfill those duties as outlined in the Agreement.

22 The Court finds that an award of fees under the common fund doctrine may be appropriate in this
23 case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits
24 that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately
25 traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the
26 fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert*
27 *Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268,
28 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers

1 a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's
2 fee from the fund as a whole."). The amounts allocated under the Agreement for attorney's fees and
3 costs, for an Enhancement Payment to the Class Representative, and Settlement Administrator Costs
4 shall be included in the Notice of Settlement to enable Class Members to review and comment thereon.
5 The Court will consider the reaction of Class Members when evaluating the reasonableness of the
6 requested amounts at final approval. *See In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71
7 (C.D. Cal. 2005) ("the absence of objections or disapproval by class members to class counsel's fee
8 request further supports finding the fee request reasonable"). Class Counsel is also directed to provide
9 an updated declaration and itemization regarding actual litigation costs incurred. The Settlement
10 Administrator shall also submit a declaration attesting to Settlement Administrator Costs incurred. The
11 Court will review these amounts and allocations in connection with the final approval hearing. To the
12 extent the Court ultimately awards less than the amounts allocated under the Agreement for attorney's
13 fees and costs, for an Enhancement Payment to the Class Representative, and/or Settlement
14 Administrator Costs, the difference between the amounts awarded and the amounts requested shall be
15 added to the Net Settlement Amount for distribution to Participating Class Members pro rata as set forth
16 in the Agreement.

17 The Court approves of the Twenty Thousand Dollar (\$20,000) PAGA Payment, which shall be
18 paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
19 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
20 Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved
21 Employees on a pro rata basis as described in the Agreement. The Court also finds that the Agreement
22 provides a recovery that creates an effective, substantial deterrent to any potential future non-
23 compliance, furthering the purpose of the Labor Code and LWDA.

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

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

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

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

17 The Court also finds that because there is a strong interest in providing Class Members the
18 opportunity to participate in the settlement, along with the Parties' efforts to minimize any intrusion to
19 privacy rights, the sharing of employment information, including social security numbers, is not a
20 serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide Class Member
21 information to the Settlement Administrator as set forth in the Agreement, including the first and last
22 name, last known mailing address, last known telephone number, Social Security Number, start and end
23 date (if any) of employment of each Class Member and Aggrieved Employee, and any other information
24 the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees.
25 The Class Member information will be provided to the Settlement Administrator only, and not to
26 Plaintiff or Class Counsel, in order to process this settlement as contemplated within the Agreement and
27 approved by this Order. The Settlement Administrator shall only use this information for the purposes
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identified in the Agreement and shall keep this information confidential consistent with the terms of the Agreement.

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 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 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

1 2 3 4 5 6 7	Last day for Participating Class Members and Aggrieved Employees to cash settlement checks Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries Last day for Settlement Administrator to provide Parties with compliance declaration	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees Within 14 calendar days after settlement check cashing deadline Within 21 calendar days after settlement check cashing deadline
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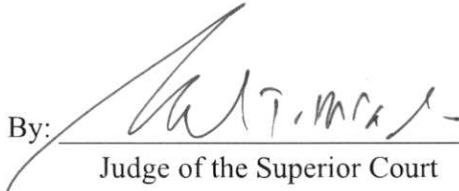
FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of March 13, 2025, at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members who object in a timely manner as set forth in the Agreement, may appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Date: 10/22/2024

By: 
Judge of the Superior Court
SAMUEL T. McADAM