

FILED
YOLO SUPERIOR COURT

MAR 13 2025

BY

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

**[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
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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

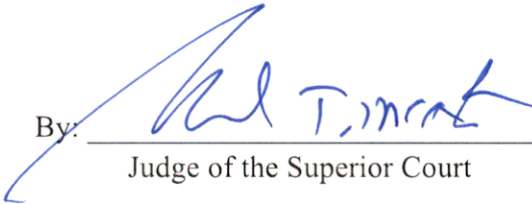
1 2 3 4	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants has funded the settlement
5 6 7	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
8 9	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
10 11 12	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

13 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
14 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to
15 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
16 Agreement.

17 The Court Sets a further compliance hearing for December 9, 2025, at ^{9:00am}~~10:30~~ a.m. At least 15
18 calendar days prior to the hearing, Class Counsel shall file a declaration from the Settlement
19 Administrator regarding the status of the distribution of the settlement funds. If the Court is satisfied
20 that the settlement funds have been fully distributed, no appearance will be required.

21
22
23 **IT IS SO ORDERED.**

24
25 Date: 3/13/2025

26 By: 

Judge of the Superior Court

SAMUEL T. McADAM