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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

**PLAINTIFF'S NOTICE OF MOTION AND
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 COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on October 22, 2024, 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 does, move for entry of an
5 Order for the following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Madrid Miller as class representative for purposes of
8 settlement;
- 9 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of
10 settlement;
- 11 4. Preliminarily approving the proposed class action and Private Attorney's General Act
12 settlement, in the amount of \$575,000, which is incorporated herein by reference;
- 13 5. Preliminarily approving the appointment of ILYM Group, Inc., as the Settlement
14 Administrator and for payment to ILYM Group, Inc., for administering said class action
15 settlement in an amount not to exceed \$15,000;
- 16 6. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
17 the total amount of \$20,000, 75% of which will be paid to the Labor and Workforce
18 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 19 7. Approving as to form and content the Notice of Settlement, which provides Class Members
20 information regarding the settlement, their ability to opt out of, or object to, the class action
21 settlement and which provides instruction on how to dispute an individual's settlement
22 allocation under the proposed settlement agreement;
- 23 8. Approving the proposed procedures to notify the class and determining that the proposed
24 notification procedures and process comply with Class Members' due process rights and
25 directing the Notice of Settlement to be sent by first class mail to Class Members;
- 26 9. Directing Defendants to report employment information, including social security numbers,
27 to the Settlement Administrator to administer the settlement proceeds;
- 28

1 10. Scheduling a fairness hearing on the question of whether the proposed settlement should be
2 finally approved as fair, reasonable, and adequate;

3 11. Directing that any amount from settlement checks that were not cashed by the check cashing
4 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
5 Rights under the doctrine of *cy pres*;

6 12. Preliminarily and conditionally approving and adopting the Proposed Order and its
7 implementation schedule, which is filed herewith and incorporated by reference.

8 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
9 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
10 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
11 and should be approved by the Court. This motion will be based on the notice of motion, memorandum
12 of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Madrid Miller,
13 exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the
14 hearing of this motion.

15 **Pursuant to Local Rule 11.2, the court will issue a tentative ruling on the merits of the matter by**
16 **3:00 p.m. on the court day before the hearing. The tentative rulings are available by phone at**
17 **(530)406-6806 and on the Court's web site after 3:00 p.m. The tentative ruling shall become the**
18 **ruling of the court, unless a party desiring to be heard so advises the courtroom clerk of the**
19 **designated department no later than 4:00 p.m. on the court day preceding the hearing, and**
20 **further advises the courtroom clerk that such party has notified the other party(s) of its intention**
21 **to appear.**

22 Dated: September 19, 2024

Shimoda & Rodriguez Law, PC

23 By: _____

24 Galen T. Shimoda
25 Justin P. Rodriguez
26 Renald Konini
27 Attorneys for Plaintiff
28

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100, inclusive,

Defendants.

Case No. CV2023-1150

CLASS ACTION

**MEMORANDUM OF POINTS & AUTHORITIES
IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 22, 2024

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1 **I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT**

2 Plaintiff Madrid Miller (“Plaintiff”) seeks preliminary approval of a wage and hour class action
3 and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$575,000. *See*
4 *generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release
5 [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly situated
6 employees who worked for Defendants Yolo Community Care Continuum and Defendants Amber
7 Salazar, (“Defendants”) (Plaintiff and Defendants sometimes collectively referred to as the “Parties”).
8 *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 334 Class
9 Members.

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

25 It is well within the discretion of this Court to grant preliminary approval of the Agreement as it
26 satisfied all applicable criteria under California law. Accordingly, Plaintiff requests that the Court: (1)
27 certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary and
28 conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of the

1 Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth in
2 the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

3 **II. PROCEDURAL AND LITIGATION HISTORY**

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

10 **III. INVESTIGATION AND DISCOVERY CONDUCTED**

11 Plaintiff thoroughly investigated issues affecting certification, the merits of the class claims, and
12 potential damages for such claims. *See id.* at ¶¶ 3, 6-10; Declaration of Madrid Miller (“Decl. Miller”)
13 ¶¶ 5-7. Plaintiff worked during the time all of Defendants’ policies and practices at issue in the
14 Complaint were in effect and provided information regarding these policies and practices, enabling pre-
15 filing investigations to take place. *See* Decl. Miller, ¶ 2. The Parties engaged in formal and informal
16 discovery and exchange of documents, including a representative sampling of employee data, such as
17 timecards, paystubs, payroll data, and relevant policies for the entirety of the statute of limitations
18 applicable to the asserted claims. The discovery covered all aspects of the asserted claims, including
19 certification issues, merits issues, damages, the scope and configuration of Class Members, the content
20 and implementation of the wage and hour policies at issue, issues relating to manageability concerns at
21 trial, among other relevant areas. *See* Decl. Rodriguez, ¶¶ 6-7. The information allowed Plaintiff to
22 determine the extent and frequency of any violations in accordance with Plaintiff’s contentions and
23 create an accurate damages model to assess the reasonableness of any settlement. *See id.* at ¶¶ 7, 9-10.

24 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

25 **a. Plaintiff and Defendants Engaged in Extensive Arm’s Length Negotiations**

26 The final settlement occurred only after extended, arm’s length negotiations. Over the course of
27 approximately fifteen (15) months, Plaintiff has been investigating the claims and discussing with
28 Defendants’ counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 5-8. The

1 Parties exchanged substantial amounts of information and legal analysis in connection with these
2 discussions. *See id.* It was only after these extended discussions, which included a full day mediation
3 with Russ J. Wunderli, that the Parties were able resolve all claims and enter into the Agreement. *See*
4 *id.* at ¶ 8.

5 **b. The Terms of the Agreement**

6 1. The following groups of individuals are covered by the Agreement: (a) Class Members,
7 which include all individuals who have, or continue to, work for Defendants in California as non-
8 exempt employees from June 7, 2019, up to August 18, 2024; and (b) Aggrieved Employees, which
9 include all individuals who have, or continue to, work for Defendants in California as non-exempt
10 employees from June 7, 2022, up to August 18, 2024. *See* Exhibit A, ¶¶ 1.2, 1.5. There are
11 approximately 334 Class Members and 119 Aggrieved Employees. *See id.*

12 2. Defendants will pay the Gross Settlement Amount of \$575,000, which is exclusive of
13 the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will
14 revert to Defendants. *See id.* at ¶ 5.6. Aggrieved Employees will still be paid their share of the PAGA
15 Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

16 3. Up to \$15,000 will be paid to Plaintiff as an Enhancement Payment. This amount will
17 be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶
18 5.4.

19 4. Subject to Court approval, the Parties have selected ILYM Group, Inc., to act as the
20 Settlement Administrator, who has provided a maximum cost estimate of \$7,000. The difference
21 between the amount for Settlement Administrator Costs allocated under the Agreement (\$15,000) and
22 the actual costs will be added to the Net Settlement Amount for Distribution to Participating Class
23 Members. *See* Exhibit D (ILYM Group, Inc., Quote); Exhibit A, ¶¶ 1.33, 5.3; Decl. Rodriguez, ¶ 22.

24 5. The Parties agree that \$20,000 of the Gross Settlement Amount shall be allocated to
25 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
26 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See* Exhibit A, ¶
27 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
28 by Defendants to maintain compliant policies and take corrective action, the presence of what may

likely be deemed good faith disputes, and the Court's discretion to reduce any penalty award, Plaintiff believes the \$20,000 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-compliance given the facts of this case. See Decl. Rodriguez, ¶¶ 5-10; see also *Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being disputed and being part of a class settlement which was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, at *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA settlement values 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, at *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, at *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).

6. The Parties agree that up to Thirty-Five Percent (35%) of the Gross Settlement Amount (\$201,250) 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 also be entitled to the actual litigation costs as approved by the Court in an amount not to exceed \$15,000. *See id.* The proposed notice to be sent to Class Members will state this information. *See* Exhibit F.

7. Any allocated amounts under the Agreement for Settlement Administrator Costs, Class Representative 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, ¶¶ 25-35.

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. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE CIRCUMSTANCES

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

1 Under the proposed notice procedures, Class Members will have sixty (60) days from the date
2 of mailing to review and respond to the Notice of Settlement, which will also be available online. See
3 Exhibit A, ¶¶ 1.21, 7.2. The Notice of Settlement contains all information necessary for a Class
4 Member to assess the litigation, the settlement, and whether they want to participate, object, or opt-out.
5 See *id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces, and
6 surveying of current employees will be utilized as set out in the Agreement to provide the best practical
7 means of ensuring Class Members receive the notice mailing. See Exhibit A, ¶¶ 7.3-7.4. Any
8 individual whose initial mailing was deemed undeliverable will have additional time to respond. See
9 *id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs,
10 objections, or disputes. See *id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class
11 actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class
12 Members satisfy due process and should be approved in this case.

13 **VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR,**
14 **REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE**
15 **FACTS OF THIS CASE**

16 A class action may not be dismissed, compromised, or settled without Court approval and the
17 decision to approve or reject a settlement is committed to the Court's sound discretion. See Cal. Rules
18 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal. App.
19 4th 224, 234-35 (2001); see also Cal. Lab. Code §§ 2699(l)(2). However, "[d]ue regard should be given
20 to what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to
21 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
22 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole,
23 is fair, reasonable and adequate to all concerned.'" See *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794,
24 1801 (1996); see also *Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009); *In re*
25 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576,
26 581 (2010). The law favors settlement of lawsuits, particularly class actions and other complex cases
27 where substantial resources can be conserved by avoiding the time, expense, and rigors of formal

28 ¹The 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).

litigation. *See Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-1118 (2009); *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 581 (2010); *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 preliminary evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *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 preliminary 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 include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

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

Settlement of this case was reached only after substantial litigation and extensive arm’s length negotiations lasting nearly fifteen (15) months, which included a full day mediation. *See Decl. Rodriguez*, ¶¶ 5-8. At all times, the negotiations were adversarial, although still professional in nature. *See id.*

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

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

11 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

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

18 **iv. 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, Plaintiff has secured a gross recovery of approximately 14% of the maximum value of the
23 claims in this matter and between 33% and 67% of the more realistic range of recovery. *See* Decl.
24 Rodriguez, ¶¶ 9-10. The net recovery represents approximately 8% of the maximum value of the
25 claims in this matter and between 18% and 36% of the more realistic range of recovery. The average
26 net award is approximately \$924.40. *See id.*

27 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
28 percentile ranges of the total available damages that have been approved in other class settlements. *See*

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

21 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

22 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
23 information be presented in class action settlements “to ensure that the recovery represents a reasonable
24 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
25 risks and expenses of attempting to establish and collect on those claims by pursuing the
26 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
27 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
28 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*

1 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
2 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
3 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

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

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

15 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
16 defined community of interest in the questions of law and fact involved affecting the parties to be
17 represented.” *Dunk*, 48 Cal. App. 4th at 1806. The “community of interest” element “embodies three
18 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
19 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
20 Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

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

22 The proposed settlement class is ascertainable because all putative Class Members can be
23 readily identified through employee personnel and payroll files. *See* *Noel v. Thrifty Payless, Inc.*, 7
24 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex,*
25 *Inc.*, 166 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there are 334
26 individuals who fall within the definition of Class Member, which makes joinder of all members
27 impracticable. *See* *Gay v. Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980),
28 *aff’d* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no

1 set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is
2 acceptable). Thus, these requirements are satisfied.

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

4 The commonality requirement is met when there are questions of law or fact regarding the class
5 as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires
6 only that some common legal or factual questions exist; Plaintiff need not show that all issues are
7 identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior*
8 *Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over
9 individual questions and class-wide treatment of a dispute must be superior to individual litigation.²
10 *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to
11 warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is
12 met when claims of the named representative are typical of those of the class, though “they need not be
13 substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

14 The common questions of law and fact in this case stem from Plaintiff’s contention that
15 Defendants violated California law by 1) failing to incorporate the value of shift differentials paid into
16 Plaintiff’s and similarly situated employees’ regular rates of pay for the purpose of paying overtime
17 wages, meal period premiums, rest period premiums, and paid sick time, 2) failing to authorize and
18 permit Plaintiff and similarly situated employees to take all meal and rest periods owed to them, 3)
19 requiring Plaintiff and similarly situated employees to work for periods of more than five hours without
20 receiving an uninterrupted thirty (30) minute meal period, 4) having a meal period policy that is
21 defective because it states that employees working more than six hours are required to take their 30-
22 minute meal break no later than five (5) hours after the start of their shift and that employees working
23 only six (6) hours do not need to take a thirty (30) minute meal break when in fact employees are
24 entitled to a thirty (30) minute meal period if they work more than five (5) hours, not more than six (6),
25 5) failing to provide Plaintiff and similarly situated employees with an uninterrupted ten (10) minute rest
26 period every four hours or major fraction thereof they worked, 6) requiring Plaintiff and similarly
27

28 ²When 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 situated employees to incur expenses for work without paying reimbursement for such expenses which
2 included not paying reimbursement for the use of their personal cell phones for work purposes. *See*
3 Exhibit B. The waiting time penalties, unfair competition, and PAGA claims are derivative of these
4 violations. *See id.* Plaintiff and the Class Members seek the same remedies under state law. Under
5 these specific circumstances, the commonality and predominance requirements are satisfied. Regarding
6 the typicality requirement, Plaintiff contends he suffered from the same unlawful policies, treatment, and
7 circumstances as Class Members did, will request the same remedies, and will rely on the same methods
8 of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also satisfied for
9 settlement purposes.

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

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

19 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
20 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
21 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
22 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
23 engaged Defendants' counsel in settlement discussions over the course of approximately fifteen (15)
24 months. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims.
25 Because Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the
26 adequacy requirement is met. *See generally* Decl. Rodriguez.

1 **VII. ATTORNEYS FEE’S AND COSTS, ENHANCEMENT PAYMENT TO THE CLASS**
2 **REPRESENTATIVE, AND SETTLEMENT ADMINISTRATOR COSTS TO BE**
3 **REQUESTED IN CONNECTION WITH FINAL APPROVAL**

4 Plaintiff is not requesting any determination with respect to attorney’s fees and costs,
5 Enhancement Payment, or Settlement Administrator Costs at this time. Rather, should the Court grant
6 preliminary approval, Plaintiff will make the request for these amounts as set out in the Agreement as
7 part of their final approval briefing. Specifically, Plaintiff will request the Court award attorney’s fees
8 in the amount of \$201,250 (35% of the Gross Settlement Amount), costs in an amount not to exceed
9 \$15,000, Settlement Administrator Costs in an amount not to exceed \$15,000, and an Enhancement
10 Payment for the Class Representative in the amount of \$15,000.

11 Plaintiff believes an award of attorney’s fees under the common fund doctrine is appropriate in
12 this case as there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the
13 benefits received can be accurately traced to the settlement Plaintiff and Class Counsel were able to
14 negotiate on behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as
15 the fee request is a specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat.,*
16 *Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir.
17 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common
18 fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from
19 the fund as a whole.”); *see also Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796, *22-23
20 (S.D. Cal. 2011) (collecting cases); *Birch v. Office Depot, Inc.*, USDC Southern District, Case No.
21 06cv1690 DMS (WMC) (awarding 40% fee on a \$16 million wage and hour class action settlement);
22 *Rippee v. Boston Mkt. Corp.*, USDC Southern District, Case No. 05cv1359 BTM (JMA) (awarding a
23 40% fee on a \$3.75 million wage and hour class action settlement); *West v. Circle K Stores, Inc.*, 2006
24 U.S. Dist. LEXIS 76558, at *7-*8, *12, *27 (E.D. Cal. 2006) (awarding a \$15,000 representative
25 enhancement where 10,000 class members were to receive a gross award of approximately \$500 each
26 from the \$5,000,000 settlement); *Dent v. ITC Serv. Croup*, 2013 U.S. Dist. LEXIS 139359, at *9-*10,
27 *15-*16 (D. Nev. Aug. 6, 2013) (awarding a \$15,000 representative enhancement out of a \$150,000
28 settlement for approximately 530 class members); *Patel v. Nike Retail Services, Inc.*, 2019 WL

2029061 at *2 (N.D. Cal. 2019) (\$5,261 for settlement administrator’s fees was not excessive where PAGA group consisted of 40 employees).

Plaintiff’s final approval briefing will include information and analysis regarding the appropriateness of the fee percentage sought, a detailed declaration from Plaintiff regarding their time spent on the case as well as any risks and burdens incurred as the Class Representative, an itemized costs spreadsheet, and a declaration from the Settlement Administrator detailing the work performed and Settlement Administrator Costs incurred. *See* Decl. Rodriguez ¶ 21. The Notice of Settlement will state the amounts to be requested to provide Class Members the ability to comment thereon, providing evidence of whether the requested amounts are reasonable. *See* Exhibit F at pg. 2, § II.A; *see also In re Heritage Bond Litig.*, 2005 U.S. Dist. LEXIS 13555, 71 (C.D. Cal. 2005) (“the absence of objections or disapproval by class members to class counsel’s fee request further supports finding the fee request reasonable”). Any allocated amounts not ultimately awarded by the Court will be distributed to Class Members pro rata. *See* Exhibit A, ¶¶ 5.2-5.4, 5.8.

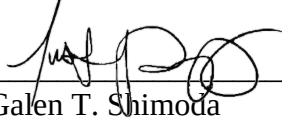
VIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court preliminarily and conditionally certify the class for settlement purposes; grant preliminary and conditional approval of the proposed settlement; approve the proposed notification procedures, including the Notice of Settlement and proposed deadlines relating thereto; and schedule the final approval hearing. A copy of Plaintiff’s proposed order is being filed concurrently herewith.

Shimoda & Rodriguez Law, PC

Dated: September 19, 2024

By: _____


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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 JUSTIN P. RODRIGUEZ IN
SUPPORT OF 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 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 Preliminary Approval of Class Action and PAGA Settlement (“Motion”). A true and
6 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 (“Agreement”) in 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 has contested the merits of this case, the suitability of the case for class action or
19 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 has 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 timecards, paystubs, payroll data and relevant policies for the entirety of the
22 statute of limitations applicable to the alleged claims. The discovery covered all aspects of the asserted
23 claims, including certification issues, merits issues, damages, the scope and configuration of Class
24 Members, the content and implementation of the wage and hour policies at issue, issues relating to
25 manageability concerns at trial, among other relevant areas. The discovery included many different
26 documents, including employee onboarding documents, employee policy and handbooks, employment
27 agreements, and timecards. From this production we were able to determine information critical to a
28 reliable damages analysis such as the average hourly rate, average daily hours worked, average number

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

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

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

- 22 a) Unpaid Overtime based on RROP: This claim is based on the allegations that
23 Defendant failed to pay Plaintiff and Class Members all overtime wages due to
24 Defendants' failure to incorporate the value of shift differentials paid when
25 calculating the regular rate of pay for premium purposes such as overtime.
26 Defendant paid Plaintiff and Class Members a shift differential for working the
27 graveyard shift. The maximum damages amount for this claim is \$21,229.20. Only
28 48% of the approximately 8,845.50 total pay periods were affected by this claim.

1 There was an average underpayment of \$5.00 per pay period. While this number
2 does not take into account any potential risks with respect to Plaintiff proving the
3 merits or damages, which was heavily disputed, the potential damages were
4 relatively small compared to the claims as a whole and were more relevant during
5 settlement discussions with how they impacted liability for derivative penalties such
6 as wage statement and waiting time penalty violations. As such, Plaintiff will be
7 utilizing the maximum value of this claim for purposes of the *Kullar* analysis;

8 b) Meal Period: This claim is based on allegations that Defendant did not provide
9 Class Members with all meal periods owed to them or to the extent meal periods
10 were provided there were occasions where they were not provided until after Class
11 Members' fifth hour of work. At the time of mediation, the maximum possible
12 damages for this claim based on Defendant's time and payroll records and
13 anticipated Class Member testimony was \$317,960.34. This amount was calculated
14 based on an average of five meal periods being available to Class Members each
15 week and an 18% violation rate derived from the payroll records. This amount does
16 not take into account any potential risks with respect to Plaintiff proving the merits
17 or damages. Defendants produced paystubs that showed that Defendants paid meal
18 period premiums for any noncompliant meal periods. Also, Defendants contended
19 that they provided Class Members with an opportunity to take meal periods and had
20 scheduled different slots for Class Members to take their meal periods and contend
21 to the extent they were not taken or were taken late it was due to employee choice.
22 Defendants also disputed Plaintiff's estimated violation rate and argued that to the
23 extent there were any meal violations the frequency was much lower and that when
24 it had knowledge of violations premiums were paid. Taking these factors into
25 account, a more realistic range of recovery for this claim is \$158,980.17 to
26 \$222,572.24 (30% to 50% reduction);

27 c) Rest Breaks: This claim was based on the same allegations as the meal period claim.
28 Plaintiff assumed that the circumstances that created an employee's inability to take

1 a meal period on a particular day also would have interfered with their ability to take
2 a rest period. Thus, the violation rate for this claim was also 18%. Based on
3 Plaintiffs' investigations and the payroll records, this equates to a maximum
4 exposure of approximately \$317,960.34. However, this does not account for the risk
5 associated with this claim. Because this claim is based on the same factual basis as
6 the meal period claims, it is also subject to the same risks as detailed above.
7 Defendants contend they informed Class Members that they should take legally
8 compliant rest periods. Defendants contend that they provided Class Members with
9 an opportunity to take rest periods and that to the extent they were not taken it was
10 due to employee choice. Additionally, this claim does not benefit from any
11 presumptive violation based on time records under the law like meal period claims
12 do. Taking these factors into account, a more realistic range of recovery for this
13 claim would be between \$158,980.17 to \$222,572.24 (30%-50% reduction to
14 account for potential risk);

- 15 d) Failure to Provide Accurate Meal and Rest Period Premiums (RROP): This claim is
16 based on the allegations that Defendant failed to pay Plaintiff and Class Members all
17 meal and rest period premium wages due to Defendants' failure to incorporate the
18 value of shift differentials paid when calculating the regular rate of pay for premium
19 purposes such as meal and rest periods. Defendant paid Plaintiff and Class Members
20 a shift differential for working the graveyard shift. The maximum damages amount
21 for this claim is \$13,135.57. Only 2,919.02 of the approximately 8,845.50 total pay
22 periods were affected by this claim. There was an average underpayment of \$4.50
23 per pay period. While this number does not take into account any potential risks with
24 respect to Plaintiff proving the merits or damages, which was heavily disputed, the
25 potential damages were relatively small compared to the claims as a whole and were
26 more relevant during settlement discussions with how they impacted liability for
27 derivative penalties such as wage statement and waiting time penalty violations. As
28

1 such, Plaintiff will be utilizing the maximum value of this claim for purposes of the
2 *Kullar* analysis;

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

18 f) Reimbursement: This claim was based on Plaintiff's contention that Defendants
19 required Plaintiff and Class Members to use their personal cellphones to login to an
20 app to record their hours worked. Defendant heavily disputed whether use of
21 personal cell phones was required given the presence of company computers that had
22 the same app to record the hours worked. This was confirmed by witnesses who
23 stated that Class Members were able to log in their hours using company computers.
24 This raised a substantial risk that the Court would find against Plaintiff on this claim.
25 Given the risks, I believe it is unlikely that there would be any recovery on this claim
26 if the matter went to trial. Thus, there was no value attributed to this claim due to
27 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 on
7 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, at *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, at *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, Plaintiff's 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). After deducting from the Gross Settlement Amount the proposed allocations for attorneys' fees and costs, any Enhancement Payment to the Class Representative, Settlement Administrator Costs, and the PAGA

1 Payment to the LWDA, the net recovery under the Agreement (\$308,750), represents approximately
2 8% of the maximum value of the claims in this matter. The net recovery also represents between 18%
3 and 36% of the more realistic range of recovery. The average net award is approximately \$924.40. I
4 believe the Agreement represents a reasonable compromise of claims based on the legal and factual
5 disputes in this case. The ability to secure a guaranteed settlement now and ensure Class Members
6 receive some compensation, rather than proceed to further litigation and potentially recover nothing,
7 was a motivating factor in reaching this Agreement.

8 11. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
9 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
10 settlement or judgment should we recover a monetary amount. We took a risk that we would not
11 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
12 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
13 make sure employees are able to find affordable representation in order to ensure that employers are
14 complying with all their legal obligations towards employees and paying employees all their hard-
15 earned wages.

16 12. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
17 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
18 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
19 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
20 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
21 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
22 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
23 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
24 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
25 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
26 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
27 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
28

1 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
2 and an officer for the Latino Law Students Association from 2009 to 2010.

3 13. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
4 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
5 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent
6 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to present, I have
7 been recognized as a Super Lawyer (Rising Star). I have been a panel speaker and presented a number
8 of seminars covering issues in wage and hour litigation in general and complex class and PAGA
9 litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the
10 Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class
11 Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020);
12 (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept.
13 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County
14 Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a
15 Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the
16 Sacramento County Bar Association Labor and Employment Law Section's executive committee in
17 2019 and was the Chair of the executive committee for 2022. I have also been a member of the
18 Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August
19 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA
20 claims, and Fair Labor Standards Act ("FLSA") claims. I am actively involved in most all of the
21 complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently
22 litigating, including the instant case, includes, but is not limited to, the following:

- 23 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 24 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 25 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 26 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 27 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
28 (San Joaquin Sup. Ct.);

- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-00271174 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. 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 B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the

Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

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

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);

- 1 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 2 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
- 3 Sup. Ct.);
- 4 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 5 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 6 Ct.);
- 7 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 8 Ct.);
- 9 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 10 Sup. Ct.);
- 11 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 12 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 13 Ct.);
- 14 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 15 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 16 00209613 (Sac. Sup. Ct.);
- 17 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 18 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 19 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 20 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
- 21 (San Joaquin Sup. Ct.);
- 22 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 23 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
- 24 Sup. Ct.);
- 25 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 26 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 27 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
- 28 Sup. Ct.);

- 1 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 2 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 3 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 4 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 5 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 6 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 7 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 8 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 9 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 10 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 11 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 12 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 13 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
- 14 Sup. Ct.);
- 15 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 16 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 17 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 18 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 19 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 20 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 21 00082201 (Sac Sup. Ct.);
- 22 • *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac.
- 23 Sup. Ct.);
- 24 • *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- 25 • *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- 26 • *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- 27 • *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.
- 28 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 harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021. He rejoined my firm in September 2022. Mr. Konini has experience drafting written discovery, taking and defending depositions, calculating class-wide damages, interviewing putative class members, drafting motions and briefs on complex class action procedures, negotiating class and individual damages claims, and communicating with opposing counsel regarding these items in navigating the litigation. Mr. Konini has also worked on other class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *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.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case No. 34-2020-00285254-CU-OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No.

1 20CV01255 (Butte Sup. Ct.), *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac.
2 Sup. Ct.), *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
3 Sup. Ct.), *Pek, et al v. Varris Management, Inc.*, Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup.
4 Ct.), *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct). Mr.
5 Konini's practice largely revolves around wage and hour matters, including class and PAGA claims.

6 19. My former associate, Brittany V. Berzin, attended and graduated college from U.C.
7 Davis, receiving a Bachelor of Arts in Psychology. Ms. Berzin received her J.D. from the University of
8 the Pacific McGeorge School of Law. Ms. Berzin joined Shimoda & Rodriguez Law, PC as a law clerk
9 in February 2015 where she gained civil litigation experience working on individual, class action and
10 PAGA employment cases throughout law school. Ms. Berzin also participated in an employment law
11 clinic in 2015 and 2016 that helps low-income workers by providing free legal consultations, advising
12 employees of their legal remedies on a variety of matters (*e.g.*, wage and hour, discrimination,
13 harassment, California leave laws, unemployment, workers' compensation, retaliation, and wrongful
14 termination, etc.) under the supervision of an attorney, preparing wage claims, and providing
15 representation in wage claims before the California Labor Commissioner. From 2016-2017, Ms.
16 Berzin completed an externship at the Federal Public Defenders Office as a Certified Law Student
17 where Ms. Berzin obtained discovery, completed legal research, drafted motions, negotiated plea deals,
18 represented clients in a variety of hearings (*e.g.*, arraignments, motion hearings, sentencing hearings,
19 etc.), and defended a client against five misdemeanor charges in a jury trial in the United States District
20 Court for The Eastern District of California. Ms. Berzin was also a member of the nationally
21 recognized McGeorge Mock Trial Team and went on to coach a high school Mock Trial team in 2018
22 after graduating from law school. In May 2017, Ms. Berzin graduated from the University of the
23 Pacific, McGeorge School of Law with Great Distinction and was inducted into the Order of the Coif,
24 graduating in the top 10% of her class. Ms. Berzin received the Witkin Award for Academic
25 Excellence in Legal Research and Writing, Civil Procedure, Bankruptcy, and Criminal Procedure. Ms.
26 Berzin has been recognized as a Super Lawyer (Rising Star). Ms. Berzin had over seven years of
27 experience working on civil litigation and employment law matters. Most of that experience had been
28 specific to analyzing and litigating wage and hour claims. As an associate, Ms. Berzin worked on a

1 variety of individual, class action, and PAGA cases involving wage and hour claims, such as failure to
2 pay overtime, failure to pay minimum wages, failure to provide meal and rest periods, failure to pay
3 reimbursement expenses, unlawful deductions, failure to keep accurate time records, failure to provide
4 paid sick leave, failure to pay all wages upon separation, unfair competition, breach of contract,
5 independent contractor misclassification, and salaried misclassifications. Some of the class action
6 and/or PAGA cases that Ms. Berzin litigated as lead or co-counsel include the following:

- 7 • *Arosemena v. Ranchhodrai, Inc., et al.*, Case No. STK-CV-UOE-2019-15963 (San Joaquin
8 Sup. Ct.);
- 9 • *Arroyo v. Epic Home Solar*, Case No. 34-2021-00310634 (Sac. Sup. Ct.);
- 10 • *Balli v. Brown Box Investments, Inc., et al.*, Case No. 34-2018-00232656 (Sac. Sup. Ct.);
- 11 • *Barkhousen, et al. v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin
12 Sup. Ct.);
- 13 • *Barrios v. American Property Management, Inc.*, Case No. 1:18-cv-00352-AWI-SKO (E.D.
14 Cal.);
- 15 • *Callahan v. Creative Alternatives, Inc., et al.*, Case No. 2027518 (Stanislaus Sup. Ct.);
- 16 • *Collazo v. T.O.P. Marketing Group, Inc.*, Case No. 34-2022-00314092 (Sac. Sup. Ct.);
- 17 • *Cristobal v. BAT Residential Services, Inc.*, Case No. FCS056331 (Solano Sup. Ct.);
- 18 • *Coronado v. MGD, Inc.*, Case No. STK-CV-UOE-2021-893 (San Joaquin Sup. Ct.);
- 19 • *Estrada v. MAD Security Services, Inc.*, Case No. 34-2021-00300627 (Sac. Sup. Ct.);
- 20 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 21 • *Finance of America Wage And Hour Cases*, Case No. JCCP 5081 (Orange County Sup. Ct.);
- 22 • *Gomez, et al. v. Kleary Masonry, Inc.*, Case No. 34-2020-00278067 (Sac. Sup. Ct.);
- 23 • *Gonzalez v. Northcentral Pizza, LLC, et. al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);
- 24 • *Gordon, et al. v. Hospice Source, LLC*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 25 • *Green v. Warden Security Associates, Inc.*, Case No. 22CV396140 (Santa Clara Sup. Ct.);
- 26 • *Hampton v. Unlimited Security Specialists, Inc.*, Case No. CV2021-2130 (Yolo Sup. Ct.);
- 27 • *Hercules, et al. v. Maximus Services, LLC*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- 28 • *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.).

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

4 21. In connection with any final approval hearing, I will be seeking attorneys' fees and
5 costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs as set
6 forth in the Agreement. I will be requesting attorneys' fees and costs pursuant to the common fund
7 doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25,
8 34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston &*
9 *Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested
10 amounts will be set forth in the final approval motion, including regarding the amount of time spent by
11 Plaintiff on this case and any further risks and/or burdens incurred as a result of acting as Class
12 Representative, an updated declaration in support of actual litigation costs and itemized cost
13 spreadsheet, and declaration from the Settlement Administrator detailing the work performed and
14 Settlement Administrator Costs incurred. My firm's costs through final approval are not expected to
15 exceed \$15,000. Attached as Exhibit E is a true and correct copy of the costs incurred prior to the filing
16 of this Motion and the expected costs incurred through the final approval and fairness hearing. Any
17 difference in the awarded fees and costs, Class Representative's Enhancement Payment, and Settlement
18 Administrator Costs and the amounts allocated for each under the Agreement will be added back to the
19 Net Settlement Amount and distributed pro rata to Class Members.

20 22. I have used several class action administrator companies in the wage and hour class
21 actions I have resolved in the past and believe ILYM Group, Inc., will provide the best service to
22 administer the proposed class settlement. ILYM Group, Inc., has provided a quote for the estimated
23 maximum cost of administering the class settlement of approximately \$7,000. A true and correct copy
24 of a cost estimate provided by ILYM Group, Inc., is filed with this Motion as Exhibit D. This is only an
25 estimate, and final pricing may vary depending on the issues, if any, that arise during the administration
26 of the settlement. However, the difference between the actual, lesser costs and \$15,000, if any, will be
27 paid to the Participating Class Members on a pro rata basis.

1 23. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
2 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
3 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were
4 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
5 Exhibit G.

6 24. A true and correct copy of the proposed Notice of Settlement is being filed with this
7 Motion as Exhibit F.

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

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

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

1 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
2 and continuing through today under CPB.

3 28. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
4 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
5 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
6 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
7 workers and advises them as to the available legal remedies. In addition to individual counseling on
8 employment issues, the CFWR educates workers, unions, and community members about workplace
9 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

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

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

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

24 32. I have volunteered for both organizations numerous times over the past several years,
25 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
26 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB’s advisory
27 committee. These organizations are non-profits that assist low-income workers throughout California,
28 giving free legal advice regarding employment law issues and representing employees with wage claims

1 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
2 these entities provide to individuals in need of employment law advice and representation at the
3 California Labor Commissioner.

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

14 Furthermore, CFWR has not, and does not, provide any referrals to Shimoda & Rodriguez Law, P.C.

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

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

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 September 19, 2024, in Sacramento, California.

27
28 
Justin P. Rodriguez

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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
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 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
4 of Plaintiff's Motion for Preliminary 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
11 reimburse 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
19 claim under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a
20 class and PAGA action meant that it would take substantially longer than pursuing my claims
21 individually, whether in Court or with the California Labor Commissioner, and that I risked getting
22 nothing in the end, but I believed it was important to make sure that Defendants followed the law for
23 everyone. I understood that I took on the risk, both professionally and financially, in pursuing the case
24 as a class and PAGA action rather than pursuing my claims individually, including the risk of having to
25 pay 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
2 believed it applied to Defendants' other employees. I was able to discuss the similarities of the wage
3 and hour 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
17 spent a substantial amount of time identifying and speaking to potential witnesses who could speak to
18 my 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 140-165 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
24 of 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. Although I have already spent a substantial amount of time on this case and assisting my
2 attorneys, I expect the amount of time I spend on this case will increase if preliminary approval is
3 granted because Class Members will likely reach out to me about the Settlement and the process for
4 receiving payment.

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

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

24 11. I understand that any Class Representative Enhancement Payment I may receive is for
25 my participation as a Class Representative and it is not contingent on my support or approval of the
26 Agreement.
27
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 09/13/2024 in San Mateo, California.

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Madrid Miller (Sep 13, 2024 08:15 PDT)

5 Madrid Miller
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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

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF 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

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	ILYM Group, Inc, Bid
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: September 19, 2024

Shimoda & Rodriguez Law, PC

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

EXHIBIT A

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Attorneys for YOLO COMMUNITY CARE CONTINUUM
and AMBER SALAZAR

**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

**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

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

4 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
5 Gross Settlement Amount and shall not exceed \$15,000. The difference between any actual costs and the
6 allocated \$15,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
7 Members on a pro rata basis.

8 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
9 an Enhancement Payment to the Class Representative in an amount not to exceed Fifteen Thousand Dollars
10 (\$15,000) to compensate for the risks, time, and expense of his involvement in the Action and securing the
11 benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Individual
12 Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member.
13 Defendants has agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff so
14 long as it does not exceed the amount stated herein. The Enhancement Payment will be designated as a
15 non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than
16 the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the
17 Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class
18 Members on a pro rata basis.

19 5.5 PAGA Payment: Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount
20 shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment
21 will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro
22 rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated
23 PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class
24 Members on a pro rata basis.

25 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
26 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
27 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
28

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(1)(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.

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:

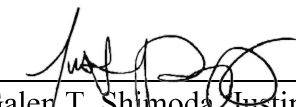
Date: _____

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
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)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 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

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

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

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

18 GENERAL ALLEGATIONS

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

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

23 18. Defendants paid Plaintiff and similarly situated employees an hourly rate in addition to
24 shift differentials. However, Defendants failed to incorporate the value of shift differentials paid into
25 Plaintiff's and similarly situated employees' regular rates of pay for the purpose of paying overtime
26 wages, meal period premiums, rest period premiums, and paid sick time. For example, during
27 Defendants' 4/2/23 to 4/15/23 pay period, Plaintiff's paystub reflects that Defendants paid Plaintiff a
28 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
statements.

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

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

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

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

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

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

27 50. An employer who willfully fails to pay an employee wages in accordance with California
28 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.

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 September 26, 2023, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 David M. Daniels (SBN: 170315) 11 Elguindy, Meyer & Koegel, APC 12 2990 Lava Ridge Court, Suite 205 13 Roseville, CA 95661 14 Phone: (916) 778-3310 15 Fax: (916) 330-4433 16 Email: ddaniels@emklawyers.com 17 sandrade@emklawyers.com 18 reception@emklawyers.com	
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19 [] [By Mail] I am familiar with my employer's practice for the collection and
20 processing of correspondence for mailing with the United States Postal
21 Service and that each day's mail is deposited with the United States Postal
22 Service that same day in the ordinary course of business. On the date set forth
23 above, I served the aforementioned document(s) on the parties in said action
24 by placing a true copy thereof enclosed in a sealed envelope with postage
25 thereon fully prepaid, for collection and mailing on this date, following
26 ordinary business practices, at Elk Grove, California, addressed as set forth
27 above.

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

[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 September 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 P.O. Box 1101 Davis, CA 95617	Amber Salazar P.O. Box 1101 Davis, CA 95617
11 Roger Pehlke P.O. Box 1101 Davis, CA 95617	Timur Mamedov P.O. Box 1101 Davis, CA 95617

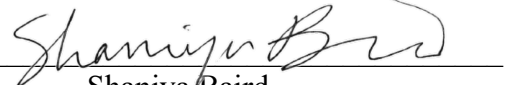
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15 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
16 and processing of correspondence for mailing with the United States Postal
17 Service and that each day's mail is deposited with the United States Postal
18 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

Case Name: Miller v. Yolo Community Care

Wednesday, June 19, 2024

Requesting Attorneys Name:

E-Mail:

ILYM Contact:

E-Mail:

Contact Number:

Renald Konini

rkonini@shimodalaw.com

Lisa Mullins

Lisa@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions

KEY ASSUMPTIONS	
Total Number of Class Members	368
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$1,030.00
Notification & Mailing:	\$1,046.28
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,583.72
Case Conclusion:	\$1,015.00

Capped ILYM Fees & Expenses: \$7,000.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Miller v. Yolo Community Care

Wednesday, June 19, 2024

Requesting Attorneys Name: Renald Konini

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	3	\$360.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	2	\$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	2	\$140.00
Report Processing	Hourly	\$70.00	2	\$140.00
NCOA	Flat Rate	\$100.00	1	\$100.00
Toll Free Customer Service Representative	Flat Fee	\$150.00	1	\$150.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$1,030.00

NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	368	\$552.00
USPS First Class Postage	Per Piece	\$0.64	368	\$235.52
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	55	\$110.40
Storage, Photocopies, Deliveries	Flat Fee	\$148.36	1	\$148.36

Subtotal \$1,046.28

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Miller v. Yolo Community Care

Wednesday, June 19, 2024

Requesting Attorneys Name: Renald Konini

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$1.00	368	\$368.00
USPS First Class Postage	Per Piece	\$0.64	368	\$235.52
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	37	\$55.20
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,583.72

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to Cy Pres	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$1,015.00

Capped ILYM Fees & Expenses: \$7,000.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT E

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
ANTICIPATED	One Legal Service Fee - Case Management Statement	\$19.14
ANTICIPATED	One Legal Service Fee - Preliminary Approval Motion	\$75.40
ANTICIPATED	One Legal Service Fee - Final Approval Motion	\$75.40
ANTICIPATED	One Legal Service Fee - Compliance Package	\$19.14

TOTAL: \$7,136.54

EXHIBIT F

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 not be 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 G

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

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
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. Gaulty*, 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

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

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: _____

By: _____

Judge of the Superior Court

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
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiff MADRID MILLER
6
7
8

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

11 MADRID MILLER, individually and on
behalf of all other similarly situated
12 employees,
13 Plaintiff,
vs.
14 YOLO COMMUNITY CARE CONTINUUM,
a California Corporation; AMBER
15 SALAZAR, an individual; and DOES 1 to
16 100, inclusive,
Defendants.

Case No. CV2023-1150

CLASS ACTION

PROOF OF SERVICE

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

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PROOF OF SERVICE

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 September 19, 2024, I served the following documents on the party below:

- 9 • **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR**
10 **PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA**
11 **SETTLEMENT**
- 12 • **MEMORANDUM OF POINTS & AUTHORITIES IN SUPPORT**
13 **OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL**
14 **OF CLASS ACTION AND PAGA SETTLEMENT**
- 15 • **EXHIBIT LIST AND EXHIBITS IN SUPPORT OF**
16 **PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF**
17 **CLASS ACTION AND PAGA SETTLEMENT**
- 18 • **DECLARATION OF JUSTIN P. RODRIGUEZ IN SUPPORT OF**
19 **PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF**
20 **CLASS ACTION AND PAGA SETTLEMENT**
- 21 • **DECLARATION OF MADRID MILLER IN SUPPORT OF**
22 **PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF**
23 **CLASS ACTION AND PAGA SETTLEMENT**
- 24 • **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION**
25 **FOR PRELIMINARY APPROVAL OF CLASS ACTION AND**
26 **PAGA SETTLEMENT**

27 David M. Daniels (SBN: 170315) 28 Elguindy, Meyer & Koegel, APC 29 2990 Lava Ridge Court, Suite 205 30 Roseville, CA 95661 31 Phone: (916) 778-3310 32 Fax: (916) 330-4433 33 Email: ddaniels@emklawyers.com sandrade@emklawyers.com reception@emklawyers.com	
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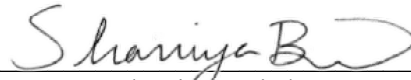
34 [] [By Mail] I am familiar with my employer's practice for the collection and
35 processing of correspondence for mailing with the United States Postal
36 Service and that each day's mail is deposited with the United States Postal
37 Service that same day in the ordinary course of business. On the date set forth
38 above, I served the aforementioned document(s) on the parties in said action
39 by placing a true copy thereof enclosed in a sealed envelope with postage
40 thereon fully prepaid, for collection and mailing on this date, following
41 ordinary business practices, at Salt Lake City, Utah, addressed as set forth
42 above.

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

1 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
2 above. No error was reported by the e-mail service that I used.

3 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
4 personally delivered via the following overnight courier service: UPS.

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct, and that this declaration was executed on September 19, 2024, at Salt Lake City, Utah.

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8 Shaniya Baird
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