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STEPHANIE BOHRER, CLERK

By _____
DEPUTY

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

Attorneys for Plaintiff RAUL SAGASTUME
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

RAUL SAGASTUME, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

THE WOODBRIDGE GOLF & COUNTRY
CLUB, a California Corporation; NICK
SALVETTI, an individual; and DOES 1 to
100, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0010980

*Assigned for All Purposes to Hon. Barbara Kronlund
Department 10D*

CLASS ACTION

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

Date: March 20, 2025

Time: 9:00 a.m.

Dept.: 10D

Judge: Hon. Barbara Kronlund

Filed: October 17, 2023

FAC Filed: February 5, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above
3 referenced case came before this Court, on March 20, 2025, at 9:00 a.m., in Department 10D before
4 the Honorable Barbara Kronlund, presiding. Named Plaintiff Raul Sagastume ("Plaintiff") filed this
5 putative class action on October 17, 2023. The operative Complaint alleges that Defendants The
6 Woodbridge Golf & Country Club, and Nick Salvetti ("Defendants") violated California law by 1)
7 failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or
8 pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5)
9 failing to provide accurate wage statements, 6) failing to timely pay all final wages, 7) failing to
10 reimburse expenses, and 8) engaging in unfair competition. Plaintiff has also alleged Defendants are
11 liable for civil penalties under the Private Attorney's General Act ("PAGA") based on these violations.
12 Plaintiff sought attorneys' fees and costs as part of this Action. Defendants denied all of Plaintiff's
13 claims and denied that this case was appropriate for class treatment. No class has been certified. The
14 Court presently takes no position on the merits of Plaintiff's contentions or Defendant's defenses. The
15 class settlement was preliminarily approved by this Court on October 17, 2024.

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

24 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
25 **REPRESENTATIVES; APPOINTMENT OF CLASS COUNSEL**

26 The Court finds that certification of the following class for settlement purposes only is
27 appropriate under the California Code of Civil Procedure and related case law:
28

1 All individuals who have worked, or continue to work, for Defendants in
2 California as a non-exempt employee at any time between October 17,
2019, up to July 30, 2024.

3 The Court recognizes that the foregoing definition is for Class Member identification purposes
4 only and is not intended to capture the claims at issue or limit or alter the released claims under the
5 Agreement.

6 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
7 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
8 records, individuals who fall within the definition and the number of Class Members would make
9 joinder impractical. The commonality and predominance requirements are met for settlement purposes
10 since there are questions of law and fact common to Class Members. The common questions of law or
11 fact in this case all stem from Plaintiff's contentions that Defendants caused the alleged violations
12 outlined above by 1) failing to properly calculate the number of overtime and double wages owed to
13 Plaintiff and similarly situated employees, because they failed to utilize the more favorable of the daily
14 and/or weekly calculation methods where appropriate, 2) failing to account for the overlap of two
15 different pay periods when calculating total hours and overtime hours worked which led to incorrect
16 dates, amounts for hours and wages, 3) failing to authorize and permit Plaintiff and similarly situated
17 employees to take uninterrupted meal and rest periods due to inadequate staffing and high volume of
18 work, 4) failing to pay Plaintiff and similarly situated employees for working during their meal periods
19 while they were clocked out, 5) having meal period policy that was defective because it did not advise
20 employees that they were entitled to a meal period if they worked five hours in a day but it stated that
21 employees must take a break if they work six (6) hours or more in a day, and 6) failing to have a policy
22 to reimburse Plaintiff and similarly situated employees for the use of their personal cell phones for work
23 purposes. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims
24 also derive from these alleged violations. Additionally, Class Members seek the same remedies under
25 state law. The typicality requirement for settlement purposes is also satisfied since the claims of the
26 Class Representative are based on the same facts and legal theories as those applicable to the Class
27 Members.

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

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

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

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

17 No objections were made by Class Members and no Class Members opted out of the settlement.
18 Because the Court finds the Parties' settlement to have been agreed upon only after extensive
19 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
20 gives final approval to the Agreement and all terms therein as if stated here in full, including the
21 \$382,925.07 Gross Settlement Amount.

22 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
23 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that
24 Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced
25 as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee
26 request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Paul, Johnson, Alston*
27 *& Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977);
28 *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Boeing Co. v. Van Gemert*, 444 U.S.

1 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . .
2 her client is entitled to a reasonable attorney's fee from the fund as a whole."). The Court finds the
3 attorneys' fees request of thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, \$134,023.78,
4 to be appropriate compensation for Class Counsel. The attorneys' fees request is within the range that
5 has been approved by other Courts in similar cases and is reasonable in light of the circumstances of this
6 case, the substantial and beneficial results obtained on behalf of Class Members, and the contingent
7 nature of the recovery over the course of this case, which included potential loss at summary judgment,
8 certification, and/or trial proceedings. Additionally, the Court orders that \$10,370.73 of the settlement
9 proceeds to be paid to Class Counsel for reasonable costs incurred in this case.

10 The Court approves the Enhancement Payment to Plaintiff Raul Sagastume in the amount of
11 \$10,000 from the Gross Settlement Amount for his work on behalf of the Class Members, PAGA
12 Members, and the LWDA, and in exchange for his general release of all his individual claims in addition
13 to any amount Plaintiff may be entitled to under the Agreement's pro rata distribution formula.

14 The Court orders and approves Apex Class Action to act as the Settlement Administrator in this
15 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are
16 \$8,450. Any difference between the actual Settlement Administrator Costs and the approved amount
17 will be added to the Net Settlement Amount for distribution between the Participating Class Members
18 on a pro rata basis as set forth in the Agreement.

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

27 The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any
28 checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the

1 deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro, Bono, Inc., and the Center for
2 Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the
3 Gross Settlement Amount will revert to Defendants for any reason.

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

7 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
8 **INCLUDING THE NOTICE OF SETTLEMENT**

9 The Court finds that the Notice of Settlement, which was submitted with Plaintiff's Motion as
10 Exhibit A, to the Declaration of Madely Nava, fairly and adequately advised Class Members of the
11 terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number
12 of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how
13 to participate in the settlement, how to file documentation in opposition to the proposed settlement, and
14 when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and
15 proposed distribution of such notice by first class mail to each identified Class Member at his or her
16 most recent address based on a National Change of Address database search from the Class Members'
17 last known address and a skip trace on any Class Members who have the Notice of Settlement returned
18 as "undeliverable" or "not at this address" comported with all constitutional requirements, including
19 those of due process.

20 **IV. IMPLEMENTATION SCHEDULE**

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

23 24 25 26 27 28	<table border="1"><tr><td>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</td><td>Within 7 calendar days after the Effective Date</td></tr></table>	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 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		

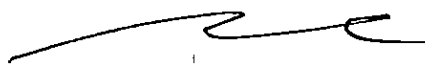
1	Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
2		
3	Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to Aggrieved Employees	Within 7 calendar days after Defendants have funded the settlement
4		
5		
6		
7	Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
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9		
10	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
11		
12		
13	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline
14		

15 IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each
16 party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to
17 the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved
18 Agreement pursuant to California Civil Procedure Code section 664.6.

19 IT IS SO ORDERED.

BARBARA A. KRONLUND

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21 Date: 3/20/25

By: 
22 Judge of the Superior Court
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