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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

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

Date: _____

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 COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on _____, at 9:00 a.m., or as soon thereafter as
3 the matter may be heard in Department 10D of the above-entitled Court, Plaintiff Raul Sagastume,
4 individually and on behalf of all other similarly situated individuals, will, and hereby does, move for
5 entry of an Order for the following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Raul Sagastume 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 \$336,250, which is incorporated herein by reference;
- 13 5. Preliminarily approving the application for payment to Class Counsel of attorneys' fees in
14 the amount of 35% of the Gross Settlement Amount;
- 15 6. Preliminarily approving the application for payment to Class Counsel of reasonable costs not
16 to exceed \$15,000;
- 17 7. Preliminarily and conditionally approving the Class Representative Enhancement Payment of
18 \$10,000 to Plaintiff Raul Sagastume;
- 19 8. Preliminarily approving the appointment of Apex Class Action as the Settlement
20 Administrator and for payment to Apex Class Action for administering said class action
21 settlement in an amount not to exceed \$10,000;
- 22 9. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
23 the total amount of \$20,000, 75% of which will be paid to the Labor and Workforce
24 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 25 10. Approving as to form and content the Notice of Settlement, which provides Class Members
26 information regarding the settlement, their ability to opt out of, or object to, the class action
27 settlement and which provides instruction on how to dispute an individual's settlement
28 allocation under the proposed settlement agreement;

11. Approving the proposed procedures to notify the class and determining that the proposed notification procedures and process comply with Class Members' due process rights and directing the Notice of Settlement to be sent by first class mail to Class Members;
12. Directing Defendants to report employment information, including social security numbers, to the Settlement Administrator to administer the settlement proceeds;
13. Scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable, and adequate;
14. Directing that any amount from settlement checks that were not cashed by the check cashing deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers Rights under the doctrine of *cy pres*;
15. Preliminarily and conditionally approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

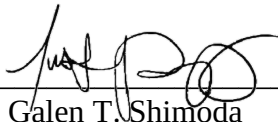
This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section 2699(l), and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members and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

Tentative rulings for Law and Motion will be posted electronically by 1:30 p.m. the day before the hearing. Any party wishing to contest or argue the tentative ruling must email the court at civilcourtclerks@sjcourts.org that they intend to appear remotely no later than 4:00 PM on the day before the scheduled hearing. The Department and Case Number must be in the header of the email. The email must include the Department, Case number, Case Name, Motion, party's name and email, date and time of the hearing, issues they plan to argue, and that they have informed the opposing party. The party must also notify affected counsel, or unrepresented parties, that they intend to appear, no later than 4:00 PM on the day before the scheduled hearing. Unless the Court

1 and opposing counsel have been notified, the tentative ruling shall become the ruling of the Court
2 without oral argument.

3
4 Dated: September 19, 2024

Shimoda & Rodriguez Law, PC

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6 By: 
7 Galen T. Shimoda
8 Justin P. Rodriguez
9 Renald Konini
10 Attorneys for Plaintiff
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Case No. STK-CV-UOE-2023-0010980

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Kronlund, Department 10D*

CLASS ACTION

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

Date: _____
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TABLE OF CONTENTS

I.	Introduction and Opening Summary of Argument	1
II.	Procedural and Litigation History.....	2
III.	Investigation and Discovery Conducted	2
IV.	Negotiation and Proposed Settlement.....	2
	a. Plaintiff and Defendant Engaged in Extensive Arm’s Length Negotiations	2
	b. The Terms of the Agreement	3
	c. Allocation of Settlement Funds	5
V.	The Proposed Procedures To Notify Class Members Satisfy Due Process As They Provide The Best Notice Practicable Under The Circumstances	6
VI.	The Agreement Warrants Preliminary Approval As It Is Fair, Reasonable, And Adequate As To All Class Members Based On The Facts Of This Case	7
	a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness	8
	i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length Negotiations Between the Parties	8
	ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement	9
	iii. Plaintiff’s Counsel Are Experienced in Similar Litigation.....	9
	iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiff’s Case and the Risks and Costs of Further Litigation	9
	v. The Proposed Settlement is a Reasonable Compromise of Claims	10
	vi. The Enhancement Payment to the Named Plaintiff for Plaintiff’s Service to the Putative Class and His General Release Is Reasonable and Routinely Awarded by Courts	11
	vii. Awarding Attorneys’ Fees as a Percentage of the Common Fund Is Reasonable and Customarily Approved by Courts.....	12
	b. Provisional Certification of the Class is Appropriate.....	15
	i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous.....	16
	ii. The Commonality, Predominance, and Typicality Requirements are Met	16
	iii. The Adequacy Requirement is Met	17

VII. Conclusion 18

1 **TABLE OF AUTHORITIES**

2 **CALIFORNIA CASES**

3 *Bell v. Farmers Ins. Exchange*, 115 Cal. App. 4th 715 (2004)..... 13

4 *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110 (2009) 7, 8

5 *City of San Jose v. Superior Court*, 12 Cal.3d 447 (1974) 16

6 *Classen v. Weller*, 145 Cal.App.3d 27 (1983). 16

7 *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794 (1996) 7, 8, 12, 15

8 *Green v. Obledo*, 29 Cal.3d 126 (1981) 7

9 *Hebbard v. Calgrove*, 28 Cal.App.3d 1017 (1972)..... 16

10 *In re Microsoft I-V Cases*, 135 Cal.App.4th 706 (2006) 5, 7, 8

11 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008) 8, 10

12 *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480 (2016) 12

13 *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325 (2008)..... 16

14 *McGhee v. Bank of America*, 60 Cal.App.3d 442 (1976) 16

15 *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399 (2010) 10

16 *Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273 (1992) 8

17 *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955 (2019) 6, 16

18 *North County Contr. 's Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085 (1994) 8

19 *Nordstrom Com. Cases*, 186 Cal.App.4th 576 (2010)..... 7, 8

20 *North County Contr. 's Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085 (1994) 8

21 *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117 (1990) 10

22 *Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462 (1981) 16

23 *Rose v. City of Hayward*, 126 Cal.App.3d 926 (1981) 16

24 *Sanders v. City of Los Angeles*, 3 Cal.3d 252 (1970) 13

25 *Serrano v. Priest*, 20 Cal.3d 25 (1977) 12

26 *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224 (2001) 7, 8, 10, 13

27 **CALIFORNIA STATUTES**

28 Cal. Lab. Code § 2699.3 2

1	Cal. Lab. Code § 2699	7
2	Cal. Rules of Court, Rule 3.769.....	7
3	FEDERAL CASES	
4	<i>Abrams v. Lightolier, Inc.</i> , 50 F.3d 1204 (3d Cir. 1995)	15
5	<i>Amchem Products v. Windsor</i> , 521 U.S. 591 (1997)	16
6	<i>Avila v. Cold Spring Granite Co.</i> , 2017 U.S. Dist. LEXIS 130878 (E.D. Cal. 2017)	10
7	<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal 2015)	10
8	<i>Benitez et al. v. Wilbur</i> , USDC Eastern District, Case No. 1:08-cv-01122	14
9	<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980)	12
10	<i>Boyd v. Bechtel Corp.</i> , 485 F.Supp. 610 (N.D. Cal. 1979)	9
11	<i>Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42</i> , 8 F.3d 722 (10th Cir. 1993).....	15
12	<i>Bravo v. Gale Triangle, Inc.</i> , 2017 U.S. Dist. LEXIS 77714 (C.D. Cal. 2017)	10
13	<i>Briseno v. ConAgra Foods, Inc.</i> , 844 F.3d 1121 (9th Cir. 2017)	6
14	<i>Chavez et al. v. Petrissans et al.</i> , USDC Eastern District, Case No. 1:08-cv-00122	14
15	<i>Chu v. Wells Fargo Investments, LLC</i> , 2011 WL 672645 (N.D. Cal. 2011)	4
16	<i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448 (2d Cir. 1974).....	11
17	<i>Davis v. Cox Commc’ns California, LLC</i> , 2017 U.S. Dist. LEXIS 63514 (S.D. Cal. 2017).....	4
18	<i>Dirienzo v. Dunbar Armored, Inc.</i> , USDC Southern District, Case No. 3:09-cv-02745.....	14
19	<i>Franco v. Ruiz Food Prod., Inc.</i> , 2012 WL 5941801 (E.D. Cal. 2012).....	4
20	<i>Garcia v. Gordon Trucking, Inc.</i> , 2012 U.S. Dist. LEXIS 160052 (E.D. Cal. 2012).....	4
21	<i>Gardner v. GC Servs., LP</i> , 2012 U.S. Dist. LEXIS 47043 (S.D. Cal. 2012)	10, 14
22	<i>Gay v. Waiters’ & Dairy Lunchmen’s Union</i> , 489 F.Supp. 282 (N.D. Cal. 1980),	
23	<i>aff’d</i> 694 F.2d 531 (9th Cir. 1982).....	16
24	<i>Green, et al. v. Penske Logistics, L.L.C., et al.</i> ,	
25	USDC Southern District, Case No. 3:09-cv-00069	14
26	<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998)	16, 17
27	<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994).....	15
28	<i>Hopson v. Hanesbrands Inc.</i> , 2009 U.S. Dist. LEXIS 33900 (N.D. Cal. 2009).....	4

1	<i>Ingram v. The Coca Cola Co.</i> , 200 F.R.D. 685 (N.D. Ga. 2001)	11, 12
2	<i>In re Activision Sec. Litigation</i> , 723 F.Supp. 1373 (N.D. Cal. 1989)	14
3	<i>In re Heritage Bond Litig.</i> , 2005 U.S. Dist. LEXIS 13555 (C.D. Cal. 2005)	14
4	<i>In re Ikon Office Solutions, Inc. Secur. Litig.</i> , 194 F.R.D. 166 (E.D. Pa. 2000).....	14
5	<i>In re Omnivision Technologies, Inc.</i> , 559 F.Supp.2d 1036 (2007)	10, 11
6	<i>Jack v. Hartford Fire Ins. Co.</i> , 2011 U.S. Dist. LEXIS 118764 (S.D. Cal. 2011)	4
7	<i>Jennings v. Open Door Marketing, LLC</i> , 2018 WL 4773057 (N.D. Cal. 2018)	4
8	<i>Junkersfeld v. Med. Staffing Sols., Inc.</i> , 2022 WL 2318173 (E.D. Cal. 2022)	4
9	<i>Linney v. Cellular Alaska P'ship</i> , 151 F.3d 1234 (9th Cir. 1998).....	11
10	<i>Martin v. Ameripride Servs.</i> , 2011 U.S. Dist. LEXIS 61796 (S.D. Cal. 2011)	13
11	<i>Mills v. Electric Auto-Lite Co.</i> , 396 U.S. 375 (1970)	12
12	<i>Moore v. Fitness Int'l, LLC</i> , 2014 U.S. Dist. LEXIS 8358 (S.D. Cal. 2014)	4
13	<i>Officers for Justice v. Civil Serv. Comm'n</i> , 688 F.2d 615 (9th Cir. 1982)	10
14	<i>Patel v. Nike Retail Services, Inc.</i> , 2019 WL 2029061 (N.D. Cal. 2019).....	15
15	<i>Paul, Johnson, Alston & Hunt v. Graulity</i> , 886 F.2d 268 (9th Cir. 1989)	13
16	<i>Rannis v. Recchia</i> , 380 F. App'x 646 (9th Cir. 2010)	6, 7
17	<i>Reed v. 1-800 Contacts, Inc.</i> , 2014 U.S. Dist. LEXIS 255 (S.D. Cal. 2014).....	11
18	<i>Romero v. Producers Dairy Foods, Inc.</i> , 2007	
19	U.S. Dist. LEXIS 86270, 2007 WL 3492841 (E.D. Cal. 2007).....	13
20	<i>Ruch v. AM Retail Grp., Inc.</i> , 2016 WL 5462451 (N.D. Cal. 2016)	4
21	<i>Schiller v. David's Bridal, Inc.</i> , 2012 U.S. Dist. LEXIS 80776 (E.D. Cal. 2012)	10, 14
22	<i>Silber v. Mabon</i> , 18 F.3d 1449 (9th Cir. 1994).....	6, 7
23	<i>Singer v. Becton Dickenson and Co.</i> , 2010 U.S. Dist. LEXIS 53416 (S.D. Cal. 2010)	4, 13
24	<i>Staton v. Boeing Co.</i> , 327 F.3d 938 (9th Cir. 2003)	13
25	<i>Syed v. M-I, L.L.C.</i> , 2017 U.S. Dist. LEXIS 24880 (E.D. Cal. 2017)	4
26	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F.Supp. 294 (N.D. Cal. 1995).....	12
27	<i>Vasquez v. Coast Valley Roofing, Inc.</i> , 266 F.R.D. 482 (E.D. Ca. 2010).....	13
28	<i>Vincent v. Hughes Air West, Inc.</i> , 557 F.2d 759 (9th Cir. 1977)	12

1	<i>Walsh v. CorePower Yoga LLC</i> , 2017 U.S. Dist. LEXIS 163991 (N.D. Cal. 2017).....	6
2	<i>Waters v. Intern. Precious Metals Corp.</i> , 190 F.3d 1291 (11th Cir. 1999)	12
3	<i>Watson v. Raytheon Company</i> , USDC Southern District, Case No. 3:10-cv-00634.....	14
4	<i>Williams v. MGM-Pathe Communications Co.</i> , 129 F.3d 1026 (9th Cir. 1977)	12
5	<i>Willis et al. v. Cal-Western Transport</i> , USDC Eastern District, Case No. 1:00-cv-05695	14
6	<i>Wright v. Linkus Enters.</i> , 259 F.R.D. 468 (E.D. Cal. 2009)	6
7	FEDERAL STATUTES AND OTHER AUTHORITIES	
8	Fed. R. Civ. Proc., Rule 23	7
9	Newberg on Class Actions, (3rd Ed.), 1992, §14.03	13

I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Raul Sagastume (“Plaintiff”) seeks preliminary approval of a wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$336,250. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly situated employees who worked for Defendants The Woodbridge Golf & Country Club, and Nick Salvetti, (“Defendants”) (Plaintiff and Defendants sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 366 Class Members.

Plaintiff has alleged that Defendants violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to timely pay all final wages, 7) failing to reimburse expenses, and 8) engaging in unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 9-10. Plaintiff has also alleged Defendants are liable for civil penalties under the PAGA based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendants have denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 5. Defendants have also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 6-7, 9-10.

It is well within the discretion of this Court to grant preliminary approval of the Agreement as it satisfied all applicable criteria under California law. Accordingly, Plaintiff requests that the Court: (1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth in

the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

Plaintiff filed a class action complaint on approximately October 17, 2023, in San Joaquin County Superior Court against Defendants. Plaintiff exhausted administrative remedies under the PAGA by providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a), (c); Decl. Rodriguez, ¶ 3. Then, Plaintiff filed a First Amended Class Action Complaint on approximately February 5, 2024, to include a PAGA claim. *See id.*; Exhibit B. There is no date set for a motion for certification or trial in this matter. *See* Decl. Rodriguez, ¶ 4.

III. INVESTIGATION AND DISCOVERY CONDUCTED

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

IV. NEGOTIATION AND PROPOSED SETTLEMENT

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

The final settlement occurred only after extended, arm’s length negotiations. Over the course of approximately one (1) year, Plaintiff has been investigating the claims and discussing with Defendants' counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 6-10. The Parties

1 exchanged substantial amounts of information and legal analysis in connection with these discussions.
2 *See id.* It was only after these extended discussions, which included a full day mediation with Brandon
3 McKelvey and a mediator's proposal, that the Parties were able resolve all claims and enter into the
4 Agreement. *See 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 worked, or continue to work, for Defendants in California as a
8 non-exempt employee at any time between October 17, 2019, up to either (1) the Preliminary Approval
9 Date, or (2) June 30, 2024, whichever is earlier; and (b) Aggrieved Employees, which include all non-
10 exempt employees who worked, or continue to work, for Defendants in California at any time between
11 October 16, 2022, up to either (1) to the Preliminary Approval Date or (2) June 30, 2024, whichever is
12 earlier. *See* Exhibit A, ¶¶ 1.2, 1.5. There are approximately 366 Class Members and 224 Aggrieved
13 Employees. *See id.*

14 2. Defendants will pay the Gross Settlement Amount of \$336,250, which is exclusive of
15 the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will
16 revert to Defendants. *See id.* at ¶ 5.6. Aggrieved Employees will still be paid their share of the PAGA
17 Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

18 3. Up to \$10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will
19 be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶
20 5.4.

21 4. Subject to Court approval, the Parties have selected Apex Class Action to act as the
22 Settlement Administrator, who has provided a maximum cost estimate of \$8,450. *See* Exhibit D (Apex
23 Class Action Quote); Exhibit A, ¶ 1.33; Decl. Rodriguez, ¶ 20.

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, ¶¶ 5-11; 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 (\$117,687.50) 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, ¶¶ 24-33.

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(1)(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).

1 litigation. *See Cellphone Termination Fee Cases*, 180 Cal. App. 4th 1110, 1117-1118 (2009); *In re*
2 *Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 n.14 (2006); *Nordstrom Com. Cases*, 186 Cal. App. 4th
3 576, 581 (2010); *see also Neary v. Regents of Univ. of Cal.*, 3 Cal. 4th 273, 277-81 (1992).

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

5 The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to
6 determine only whether it is within the range of possible approval such that notice to the class of its
7 terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal.
8 App. 4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,”
9 it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr.’s*
10 *Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal. App. 4th 1085, 1089-90 (1994); *Kullar v. Foot Locker*
11 *Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008). Factors to consider in determining whether the
12 settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk, expense,
13 complexity and likely duration of further litigation, the risk of maintaining class action status through
14 trial, the amount offered in settlement, the extent of discovery completed and the stage of the
15 proceedings, the experience and views of counsel, the presence of a governmental participant, and the
16 reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th
17 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed
18 settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s
19 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
20 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
21 small.” *Id.* at 1802.

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

24 Settlement of this case was reached only after substantial litigation and extensive arm’s length
25 negotiations lasting nearly twelve (12) months, which included a full day mediation and resolution
26 through a mediator’s proposal. *See Decl. Rodriguez*, ¶¶ 3, 6-10. At all times, the negotiations were
27 adversarial, although still professional in nature. *See id.*
28

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 informal discovery, which included all necessary components for evaluating the
5 class claims and creating an accurate damages model. *See id.* at ¶¶ 6-10. Plaintiff was in possession of
6 this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to
7 make a reasonable estimation of Defendants' potential liability. *See id.* For these reasons, the
8 settlement now before the Court was reached at a stage where “the parties certainly have a clear view of
9 the strengths and weaknesses of their cases” sufficient to support the settlement. *See Boyd v. Bechtel*
10 *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*, ¶¶ 12-18. 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.*

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. Based on the records and facts of
22 this case, Plaintiff has secured a gross recovery of approximately 8% of the maximum value of the
23 claims in this matter and between 91% and 208% of the more realistic range of recovery. *See Decl.*
24 *Rodriguez*, ¶¶ 9-10. The net recovery represents approximately 4% of the maximum likely value of the
25 claims in this matter and between 44% and 101% of the more realistic range of recovery. The average
26 net award is approximately \$446.89. *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 ¶¶ 6-10. This analysis allowed
6 Plaintiff to determine the extent and frequency of potential violations on all claims as to all Class
7 Members. *See id.* Ultimately, Plaintiff secured a percentage of the total demand for the putative class
8 that is within the range of what has been found to be sufficient in several other cases. *See, supra*,
9 Section VI.a.iv; *see also, e.g., In re Omnivision Technologies, Inc.*, 559 F.Supp.2d at 1042; *Reed v. 1-*
10 *800 Contacts, Inc.*, 2014 U.S. Dist. LEXIS 255 (S.D. Cal. 2014) (approving a settlement of \$11.7
11 million where the maximum range of damages was \$5,000 for each of the alleged 300,000 instances of
12 unlawful recording violations (\$1.5 billion), equaling approximately .78% of the total demand and
13 approximately \$800 per class member). The record demonstrates that the compromises made by
14 Plaintiff was reasonable and have resulted in a settlement with recovery percentage well within the
15 range of what has been found to be sufficient in several other cases. *See, supra*, Section VI.a.iv; *see*
16 *also Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (“The fact that a proposed
17 settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that
18 the proposed settlement is grossly inadequate and should be disapproved”); *City of Detroit v. Grinnell*
19 *Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no reason, at least in theory, why a
20 satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of
21 the potential recovery”).

22 **vi. The Enhancement Payment to the Named Plaintiff for Plaintiff’s Service to**
23 **the Putative Class and His General Release Is Reasonable and Routinely**
24 **Awarded by Courts.**

25 The Enhancement Payment to the named Plaintiff is intended to recognize the time and effort
26 expended on behalf of the class and for providing a general release of all individual claims and waiving
27 the protections of California Civil Code section 1542 for unknown claims. Indeed, Courts routinely
28 approve enhancement payments to compensate named plaintiffs for the services they provide and the
risks they incurred during the course of the class action litigation. *See Ingram v. The Coca Cola Co.*,

1 200 F.R.D. 685, 694 (N.D. Ga. 2001). In *Ingram*, the Court approved enhancement payments of
2 \$300,000.00 to each named plaintiff in recognition of the services they provided to the class by
3 responding to discovery, participating in the mediation process, and taking the risk of stepping forward
4 on behalf of the class. See *Id.* at 694; see also *Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294
5 (N.D. Cal. 1995) (approving a \$50,000.00 enhancement payment).

6 In this case, Plaintiff provided and explained documents, being available at all times to discuss
7 the class claims with Plaintiff's counsel. See Decl. Rodriguez, ¶ 7; Decl. Sagastume, ¶¶ 4-9. Plaintiff
8 spent a significant amount of time pursuing wage and hour claims for the benefit of all Class Members.
9 See *id.* Plaintiff brought this action knowing there would be a delay in any payment as the litigation
10 progressed, rather than proceeding only with individual claims in front of the California Labor
11 Commissioner. See *id.* Payment of \$10,000 to Plaintiff is appropriate given the risk, assistance, time
12 required in bringing this case and resolution of this case.

13 **vii. Awarding Attorneys' Fees as a Percentage of the Common Fund Is**
14 **Reasonable and Customarily Approved by Courts**

15 California state and federal courts have recognized that when a litigant's efforts create or
16 preserve a fund from which others derive benefits, the Court may spread litigation costs proportionally
17 among all the beneficiaries to compensate those who created the fund. See *Boeing Co. v. Van Gemert*,
18 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other
19 than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."); *Vincent v.*
20 *Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977); *Mills v. Electric Auto-Lite Co.*, 396 U.S. 375
21 (1970); *Waters v. Intern. Precious Metals Corp.*, 190 F.3d 1291 (11th Cir. 1999); see also *Serrano v.*
22 *Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016).
23 The purpose of this equitable doctrine is to avoid unjust enrichment of counsel and to "spread litigation
24 costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire
25 burden alone." *Vincent*, 557 F.2d at 769; *Williams v. MGM-Pathe Communications Co.*, 129 F.3d 1026,
26 1027 (9th Cir. 1977). California state courts have approved use of a percentage of the fund to calculate
27 reasonable attorney fee awards where the amount of the settlement is certain or is an easily calculable
28 sum of money. See *Dunk*, 48 Cal. App. 4th at 1808.

1 The Ninth Circuit has also held that the common fund doctrine applies when: (1) the class of
2 beneficiaries is sufficiently identifiable; (2) the benefits can be accurately traced; and (3) the fee can be
3 shifted with some exactitude to those benefitting. *See Paul, Johnson, Alston & Hunt v. Gaulty*, 886
4 F.2d 268, 271 (9th Cir. 1989). These criteria are “easily met” when “each member of a certified class
5 has an undisputed and mathematically ascertainable claim to part of a lump-sum settlement recovered
6 on her behalf.” *Id.* at 271 (citations omitted). Under the three (3) factors set forth in *Paul, Johnson,*
7 *Alston & Hunt*, the common fund doctrine applies in this case because there is a sufficiently identifiable
8 class of beneficiaries (*e.g.* the settlement class), the benefits can be accurately traced to the settlement
9 Plaintiff and Plaintiff’s counsel were able to negotiate on behalf of the class, and the fee can be shifted
10 with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the common
11 fund. As set forth in the fee award examples provided below for the Court’s reference, it is an accepted
12 practice in wage and hour class action settlements to award attorneys’ fees based on a percentage of the
13 common fund. *See, e.g., Staton v. Boeing Co.*, 327 F.3d 938, 967-972 (9th Cir. 2003); *Sanders v. City*
14 *of Los Angeles*, 3 Cal.3d 252, 261, 263 (1970); *Wershba*, 91 Cal. App. 4th at 254; *Bell v. Farmers Ins.*
15 *Exchange*, 115 Cal. App. 4th 715, 726, 765 (2004).

16 Historically, attorneys’ fee awards in common fund cases in general range from 20% to 50% of
17 the fund, depending on the circumstances of the case. *See Newberg on Class Actions*, (3rd Ed.), 1992,
18 §14.03 (finding 50% to be the upper limit). Awards ranging between 30% and 40% of the fund are
19 generally approved as reasonable in wage and hour settlements below \$10 million:

20 More particularly, courts may award attorneys fees in the 30-40% range in wage and hour
21 class actions that result in recovery of a common fund under \$10 million. *See Vasquez v.*
22 *Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-492 (E.D. Ca. 2010) (citing to five
23 recent wage and hour class actions where federal district courts approved attorney fee
24 awards ranging from 30 to 33%); *Singer v. Becton Dickenson and Co.*, 2010 U.S. Dist.
25 LEXIS 53416, 2010 WL 2196104, *8 (S.D. Ca. June 1, 2010) (approving attorney fee
award of 33.33% of the common fund and holding that award was similar to awards in
three other wage and hour class action cases where fees ranged from 33% to 40%);
Romero v. Producers Dairy Foods, Inc., 2007 U.S. Dist. LEXIS 86270, 2007 WL
3492841 (E.D. Ca. Nov. 14, 2007).

26 *See Martin v. Ameripride Servs.*, 2011 U.S. Dist. LEXIS 61796 at *22-23 (S.D. Cal. 2011). Plaintiff’s
27 request of thirty-five percent (35%) of the settlement sum for attorneys’ fees is within established rates
28 for fee awards in class settlements pursuant to the common fund doctrine, especially in light of the

1 excellent results achieved in this case. *See In re Activision Sec. Litigation*, 723 F.Supp. 1373, 1379
2 (N.D. Cal. 1989); *Watson v. Raytheon Company*, USDC Southern District, Case No. 3:10-cv-00634;
3 *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-02745; *Green, et al. v.*
4 *Penske Logistics, L.L.C., et al.*, USDC Southern District, Case No. 3:09-cv-00069; *Benitez et al. v.*
5 *Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122; *Chavez et al. v. Petrissans et al.*, USDC
6 Eastern District, Case No. 1:08-cv-00122; *Willis et al. v. Cal-Western Transport*, USDC Eastern
7 District, Case No. 1:00-cv-05695. To determine whether a percentage is reasonable, a court should
8 consider: (1) the percentage that would likely be negotiated between parties in a similar case; (2) the
9 percentage applied in other class actions; (3) the quality of class counsel; (4) the size of the award; and
10 (5) whether there are any objections by class members. *See In re Ikon Office Solutions, Inc. Secur.*
11 *Litig.*, 194 F.R.D. 166, 193 (E.D. Pa. 2000); *In re Heritage Bond Litig.*, 2005 WL 1594403, at *21
12 (C.D. Cal. June 10, 2005) (“the absence of objections or disapproval by class members to class
13 counsel’s fee request further supports finding the fee request reasonable”).

14 These factors support Plaintiff’s request for reasonable attorneys’ fees. The typical percentage
15 negotiated between parties ranges from thirty-five to forty percent (35% to 40%) in individual litigation
16 depending on the complexity of the case. In class action litigation, the typical percentage negotiated
17 between parties ranges from thirty to forty percent (30% to 40%) based on the same factors. Plaintiff’s
18 request of 35% (\$117,687.50) falls within these typical fee arrangements. *See Decl. Rodriguez*, ¶ 19.
19 The quality of counsel and the average net size of settlement payments to Class Members (\$446.89)
20 also support the fee request when compared to other settlements courts have considered as good results.
21 *See Schiller v. David’s Bridal, Inc.*, 2012 U.S. Dist. LEXIS 80776 at *48 (E.D. Cal. 2012) (“Class
22 Members will receive an average of approximately \$198.70, with the highest payment to a Class
23 Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is
24 highlighted by the fact that there was no objection to the settlement amount or the attorneys’ fees
25 requested.”); *Gardner v. GC Servs., LP*, 2012 U.S. Dist. LEXIS 47043, 18 (S.D. Cal. 2012) (“the
26 results achieved in this case were very favorable. Class members are provided with immediate
27 monetary relief, with an average award of around several hundred dollars and a minimum award of
28 \$50”).

1 Plaintiff's counsel also seeks reimbursement of the expenses they have and will continue to
2 incur while prosecuting this litigation through any compliance hearing(s). The expected costs through
3 final approval is less than the \$15,000 provided for in the Agreement. An itemization for these costs is
4 being filed with this motion as Exhibit E. All expenses were necessarily incurred to properly litigate
5 this case. *See id.* The appropriate analysis in determining whether particular costs are compensable is
6 whether they are of the type typically billed by attorneys to paying clients in the marketplace. *Harris v.*
7 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) ("Harris may recover as part of the award of attorney's fees
8 those out-of pocket expenses that 'would normally be charged to a fee paying client.'"); *Abrams v.*
9 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995) (expenses recoverable if customary to bill clients for
10 them); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8 F.3d 722, 725-26 (10th Cir. 1993) (expenses
11 reimbursable if normally billed to client). The categories of expenses for which Plaintiff's counsel seek
12 reimbursement here are categories normally charged to hourly clients and, therefore, should be
13 reimbursed out of the common fund. *See* Decl. Rodriguez, ¶ 19. The \$8,450 in Settlement
14 Administrator Costs is also within ranges approved by Courts and should be approved in this case. *See*
15 *Patel*, 2019 WL 2029061, *2 (\$5,261 for settlement administrator's fees was not excessive where
16 PAGA group consisted of 40 employees); Exhibit D; Decl. Rodriguez, ¶ 20. This is less than the
17 \$10,000 provided for in the Agreement. Exhibit A, ¶ 5.3; Decl. Rodriguez, ¶ 20. Any allocated
18 amounts not ultimately awarded by the Court will be distributed to Class Members pro rata. *See*
19 Exhibit A, ¶¶ 5.2-5.4, 5.8.

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

21 Class certification is appropriate when (1) the class is ascertainable and (2) there is "a well-
22 defined community of interest in the questions of law and fact involved affecting the parties to be
23 represented." *Dunk*, 48 Cal. App. 4th at 1806. The "community of interest" element "embodies three
24 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
25 defenses typical of the class; and (3) class representatives who can adequately represent the class." *Id.*
26 Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.
27
28

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

2 The proposed settlement class is ascertainable because all putative Class Members can be
3 readily identified through employee personnel and payroll files. *See Noel v. Thrifty Payless, Inc.*, 7
4 Cal.5th 955, 980 (2019); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex,*
5 *Inc.*, 166 Cal. App. 4th 1325, 1334 (2008). The numerosity requirement is met because there are 366
6 individuals who fall within the definition of Class Member, which makes joinder of all members
7 impracticable. *See Gay v. Waiters' & Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980),
8 *aff'd* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal. App. 3d 1017, 1030 (1972) (noting no
9 set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is
10 acceptable). Thus, these requirements are satisfied.

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

12 The commonality requirement is met when there are questions of law or fact regarding the class
13 as a whole. *See Hanlon*, 150 F.3d at 1019. Commonality requires only that some common legal or
14 factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See*
15 *Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d
16 447, 460 (1974). Common questions of law or fact must also predominate over individual questions
17 and class-wide treatment of a dispute must be superior to individual litigation.² *See Richmond*, 29
18 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication
19 by representation. *See Hanlon*, 150 F.3d at 1022. The typicality requirement is met when claims of the
20 named representative are typical of those of the class, though “they need not be substantially identical.”
21 *Id.* at 1020; *Classen v. Weller*, 145 Cal. App. 3d 27, 46-47 (1983).

22 The common questions of law and fact in this case stem from Plaintiff's contention that
23 Defendants violated California law by 1) failing to properly calculate the number of overtime and
24 double wages owed to Plaintiff and similarly situated employees, because they failed to utilize the more
25 favorable of the daily and/or weekly calculation methods where appropriate, 2) failing to account for
26 the overlap of two different pay periods when calculating total hours and overtime hours worked which
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 led to incorrect dates, amounts for hours and wages, 3) failing to authorize and permit Plaintiff and
2 similarly situated employees to take uninterrupted meal and rest periods due to inadequate staffing and
3 high volume of work, 4) failing to pay Plaintiff and similarly situated employees for working during
4 their meal periods while they were clocked out, 5) having meal period policy that was defective
5 because it did not advise employees that they were entitled to a meal period if they worked five hours
6 in a day but it stated that employees must take a break if they work six (6) hours or more in a day, and
7 6) failing to have a policy to reimburse Plaintiff and similarly situated employees for the use of their
8 personal cell phones for work purposes. *See* Exhibit B. The waiting time penalties, unfair
9 competition, and PAGA claims are derivative of these violations. *See id.* Plaintiff and the Class
10 Members seek the same remedies under state law. Under these specific circumstances, the
11 commonality and predominance requirements are satisfied. Regarding the typicality requirement,
12 Plaintiff contends he suffered from the same unlawful policies, treatment, and circumstances as Class
13 Members did, will request the same remedies, and will rely on the same methods of proof to establish
14 liability and damages. *See id.* Thus, the typicality requirement is also satisfied for settlement purposes.

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

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

24 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
25 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
26 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
27 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
28 engaged Defendants' counsel in settlement discussions over the course of approximately twelve (12)

1 months. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims.
2 Because Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the
3 adequacy requirement is met. *See generally* Decl. Rodriguez.

4 **VII. CONCLUSION**

5 For all of the foregoing reasons, Plaintiff respectfully requests that this Court preliminarily and
6 conditionally certify the class for settlement purposes; grant preliminary and conditional approval of
7 the proposed settlement; including Plaintiff's Class Representative Enhancement Payment, the payment
8 to the LWDA under PAGA, Class counsel's application for reasonable attorneys' fees and costs, the
9 Settlement Administrator's Costs; approve the proposed notification procedures, including the Notice
10 of Settlement and proposed deadlines relating thereto; and schedule the final approval hearing. A copy
11 of Plaintiff's proposed order is being filed concurrently herewith.

12
13 **Shimoda & Rodriguez Law, PC**

14
15 Dated: September 19, 2024

By: _____

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

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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

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

Date: _____

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 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 Raul Sagastume ("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 The Woodbridge Golf & Country Club, and Nick Salvetti, ("Defendants") 1) failing to
10 pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay
11 premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to
12 provide accurate wage statements, 6) failing to timely pay all final wages, 7) failing to reimburse
13 expenses, and 8) engaging in unfair competition. Plaintiff also alleged liability for civil penalties under
14 the Private Attorneys General Act ("PAGA"). These claims were based allegations that Defendants
15 violated California law by 1) failing to properly calculate the number of overtime and double wages
16 owed to Plaintiff and similarly situated employees, because they failed to utilize the more favorable of
17 the daily and/or weekly calculation methods where appropriate, 2) failing to account for the overlap of
18 two different pay periods when calculating total hours and overtime hours worked which led to
19 incorrect dates, amounts for hours and wages, 3) failing to authorize and permit Plaintiff and similarly
20 situated employees to take uninterrupted meal and rest periods due to inadequate staffing and high
21 volume of work, 4) failing to pay Plaintiff and similarly situated employees for working during their
22 meal periods while they were clocked out, 5) having meal period policy that was defective because it
23 did not advise employees that they were entitled to a meal period if they worked five hours in a day but
24 it stated that employees must take a break if they work six (6) hours or more in a day, and 6) failing to
25 have a policy to reimburse Plaintiff and similarly situated employees for the use of their personal cell
26 phones for work purposes. The PAGA, waiting time penalty, wage statement violation, and unfair
27 competition claims also derive from these violations.

1 3. Plaintiff is the only named representative in this matter. From our initial investigations
2 of Plaintiff's claims and documents, we believed these claims had merit and could be maintained as a
3 class action. We filed the action on or about October 17, 2023. Plaintiff exhausted administrative
4 remedies through the Labor and Workforce Development Agency ("LWDA") prior to amending the
5 Complaint to add a PAGA claim. Plaintiff filed a notice with the LWDA on October 16, 2023, setting
6 forth the facts and theories of liability. A true and correct copy of the notice filed with the LWDA is
7 being filed with this Motion as Exhibit C. A copy of the notice was also sent to Defendants via
8 certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There was no response
9 by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notice for more than 65
10 days. As such, Plaintiff became authorized to commence a civil action under the PAGA and filed a
11 First Amended Complaint on February 5, 2024. A true and correct copy of Plaintiff's operative
12 Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was uploaded to the LWDA
13 on June 19, 2024, after we received an endorsed copy back from Court.

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

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

27 6. Based on the expected testimony from Plaintiff and Class Members, a review of
28 Defendants' policies and procedures and other documents relating to the alleged claims, information on

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

15 7. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
16 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
17 and potential damages for such claims. The parties engaged in informal discovery and exchange of
18 documents, including a representative sampling of employee data, such as timecards, paystubs, payroll
19 data and relevant policies for the entirety of the statute of limitations applicable to the alleged claims.
20 The discovery covered all aspects of the asserted claims, including certification issues, merits issues,
21 damages, the scope and configuration of Class Members, the content and implementation of the wage
22 and hour policies at issue, issues relating to manageability concerns at trial, among other relevant areas.
23 From this production we were able to determine information critical to a reliable damages analysis such
24 as the average hourly rate, average daily hours worked, average number of workweeks and pay periods
25 that had potential violations based on the asserted claims, the frequency with which violations occurred
26 in a given week and/or pay period, and the number of former employees. This information allowed my
27 office to assess both liability and damages and create an accurate damages model. Plaintiff assisted in
28 all aspects of this litigation including providing factual information relating to Plaintiff's and Class

Members' employment conditions, providing a substantial number of documents, and answering questions regarding Defendants' factual contentions in this matter. This was important because it directly related to our ability to maintain this case as a class action and our ability to obtain a favorable settlement for the class.

8. Throughout this litigation our office had numerous communications with Defendants' Counsel discussing our respective positions. The parties engaged in mediation on May 31, 2024, using an experienced mediator, Brandon McKelvey. It was only after approximately twelve (12) months of extensive, arm's length negotiations that the parties were able to reach a settlement, which only occurred after a full-day mediation and a mediator's proposal. The negotiations were at all times contentious and adversarial, though still professional in nature.

9. The following represents the potential maximum recovery for each of Plaintiff's claims based on my office's analysis of Defendants' relevant policies and the data produced by Defendants, including a sample of time and payroll records for Class Members. There were 17,839 workweeks in the Class Period, 3,032 PAGA pay periods, an average base hourly rate of \$17.66 and an average overtime rate of \$26.49.

a). Minimum Wages: This claim is based on allegations that Defendants failed to pay Plaintiff and Class Members for all hours worked due to Class Members working during times they were clocked out for meal periods. At the time of mediation, the maximum possible damages for this claim based on information from Plaintiff and Defendants' records was \$112,867.35. This amount was calculated based on an estimate or assumption of 0.1 time per shift Defendants didn't pay Plaintiff and Class Members for working off the clock at the minimum wage rate. This amount does not take into account any potential risks with respect to Plaintiff proving the merits or damages. Defendants had a written policy that employees should record all of their hours worked. In addition, Defendants contend that to the extent employees worked off-the-clock or did not record all of their hours worked Defendants did not have knowledge of it and believed that employees were recording their true end times if they worked during meal periods. Defendants also point to instances in its records where employees worked

1 longer than their scheduled hours and were compensated for that time. In order to be
2 liable for off-the-clock work, an employer must know or have reason to know it was
3 occurring. *Brinker Rest. Corp. v. Superior Ct.*, 53 Cal.4th 1004, 1051 (2012). A good
4 faith dispute would eliminate liability for liquidated damages for unpaid minimum
5 wages. See Cal. Lab. Code § 1194.2(b). Similarly, the small number of instances of not
6 paying the correct minimum wage could cause risks for establishing numerosity if
7 certification ultimately had to be sought through subclasses on a claim-by-claim basis.
8 Furthermore, the small frequency rate creates a risk that the Court could agree with
9 Defendant's arguments of inadvertent error despite prophylactic policies, potentially
10 eliminating liquidated damages for this theory of liability as well. Additionally, Plaintiff
11 was a dishwasher and a cook in the kitchen. However, most of the Class Members were
12 servers who had different supervisors, had more staff available for covering during meal
13 and rest periods, and may have been subject to different practices and policies which
14 would present difficulties and challenges to class certification. Taking all these factors
15 into account, I believe that there would be no recovery for this claim;

16 b). Unpaid Overtime: There are two bases for this claim. First, Defendants failed to pay
17 Plaintiff and Class Members for all hours worked due to Class Members working during
18 times they were clocked out for meal periods and Defendants failed to account for the
19 overlap of two different pay periods when calculating total hours and overtime hours
20 worked which led to incorrect dates, amounts for hours and wages. Based on the payroll
21 records and Plaintiff's investigations, the maximum amount of damages for this theory
22 of liability is approximately \$209,814.47. This theory of liability is based on the same
23 facts supporting the minimum wage claim discussed above and, therefore, is subject to
24 the same risks. Thus, taking those risks into account, I believe that there would be no
25 recovery for this part of the claim. The second theory of liability for the overtime claim
26 is that Defendants failed to account for the overlap of two different pay periods when
27 calculating total hours and overtime hours worked which led to incorrect dates, amounts
28 for hours and wages. Approximately 10% of all pay periods were affected by this claim.

1 The estimated underpaid overtime hours per occurrence, were 0.4. This equated to
2 approximately a maximum of \$8,724.09 in total damages under this theory of liability.
3 Although this theory of liability for overtime was not without its risks, this is a relatively
4 small amount of damages at issue. For purposes of the *Kullar* analysis, we are assuming
5 we would be successful in certification, on the merits, and prove damages in exactly the
6 amount calculated based on the sample;

7 c). Meal Periods: This claim is based on the allegations that Defendant regularly failed to
8 provide meal periods owed to Plaintiff and Class Members due to high workloads and
9 nature of the work. Plaintiff contended the payroll records demonstrated approximately
10 18.6% of 4.44 shifts per week had a unique meal period violation, *i.e.* no meal period
11 recorded for work over five hours, no second meal period for work over ten hours, and
12 untimely meal periods. Based on an average of approximately 4.4 shifts per week of at
13 least five hours, this resulted in a maximum of approximately \$260,169.94 in unpaid
14 meal period premiums. This amount does not take into account any potential risks
15 associated with this claim, which was heavily disputed. For example, Plaintiff had
16 signed a meal period waiver agreement for shifts of six hour or less. Defendants also
17 contended that many Class Members had signed such meal period waiver agreements for
18 shifts six hours or shorter. Defendants also contended that any missed meal period was
19 a personal choice by the Class Member. Also, even to the extent Plaintiff established
20 liability, these facts created a substantial risk that any damages would be greatly reduced
21 based on how many instances a fact finder determined were the result of a personal
22 choice to forgo a meal period. Additionally, Plaintiff was a dishwasher and a cook in
23 the kitchen. However, most of the Class Members were servers who had different
24 supervisors, had more staff available for covering during meal and rest periods, and may
25 have been subject to different practices and policies which would present difficulties and
26 challenges to class certification. These disputes created a very substantial risk to
27 Plaintiff's ability to certify the class and establish liability. Of the 18.6% violation rate
28 Plaintiff contends was demonstrated by the payroll records alone, approximately 29% of

these were based on instances of a failure to provide a meal period after five (5) hours. However, Defendants argued that Class Members had signed meal period waivers for shifts six hours or less. Thus, even to the extent that Plaintiff establishes liability, damages would be reduced by at least 29%. Taking these factors into account, a more realistic range of recovery for this claim is between \$39,025.49 and \$130,084.97;

d). Rest Breaks: This claim was based on the same allegations as the meal period claim. Plaintiff contended that Class members were not provided with lawful rest periods approximately 18.6% of the 4.44 shifts per workweek. Based on Plaintiff's investigations and the payroll records, this equates to a maximum exposure of approximately \$260,169.94. However, this does not account for the risk associated with this claim. Because this claim is based on the same factual basis as the meal period claims, it is also subject to the same risks as detailed above. Defendants had a written policy that employees were entitled to rest periods and Defendants contend they communicated this policy to Class Members and informed them that they should take legally compliant rest periods. Defendants contend that they provided Class Members with an opportunity to take rest periods and that to the extent they were not taken it was due to employee choice. Additionally, this claim does not benefit from any presumptive violation based on time records under the law like meal period claims do. Taking these factors into account, a more realistic range of recovery for this claim would be between \$26,016.29 to \$78,050.98;

e). Reimbursement: This claim is based on allegations that Class Members were required to use their personal cellphones for work without being reimbursed. The maximum exposure for this claim is \$144,084.23, which is based on a monthly cell phone bill of approximately \$100 and 35% work usage rate. This amount does not take into account any potential risks associated with this claim. Defendants heavily disputed whether use of personal cell phones was required given the presence of company phones available on premises. Defendants contended that the use of any applications on a personal device was, at most, a personal choice of convenience by Class Members. Furthermore, it is

1 unlikely that Class Members all had their own standalone cell phone plans as opposed to
2 being billed as additional lines on a pre-existing plan. In my experience there has
3 always been a range of individuals whose cell phone plans are \$30-\$60 per month as
4 additional lines on a pre-existing plan. Thus, it is unlikely that the full amount of
5 damages Plaintiff calculated would be established even if Plaintiff was successful in
6 certifying the class and establishing liability. Based on these risks, I believe a more
7 realistic range of recovery for this claim would be between \$43,225.27 to \$72,042.12;

8 f). Wage Statement: This claim is derivative of the claims above and therefore carries the
9 same risks. At the time of mediation, the maximum possible damages for this claim
10 based on information from Class Members and Defendant's data was \$151,600. This
11 amount was calculated using a \$50 initial violation rate for the 3,032 pay periods in the
12 claim period. Labor Code section 226 requires a knowing and intentional violation and
13 Defendants contend that to the extent the wage statements it issued to Class Members
14 were incorrect it was not intentional. Based on our research, we did not find any prior
15 Labor Commissioner or court decisions that stated Defendant's practices and/or policies
16 were improper. As such, a "subsequent violation" may not be found for penalty
17 calculation purposes and the exposure analysis was based on an "initial violation"
18 valuation being adopted by any fact finder if this matter went to trial. *See Amaral v.*
19 *Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). This amount does not
20 take into account the potential risks associated with this claim. Because this claim is
21 derivative of Plaintiff's other claims, the same risks identified above for Plaintiff's
22 minimum wages, overtime, meal period, and rest period, claims apply here as well,
23 substantially affecting the potential value of this claim. Furthermore, under the recent
24 California Supreme Court case, *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056
25 (2024), employers now have a good faith dispute defense against wage statement claims.
26 Given the factual and legal disputes, I believe it is likely that a Court would find a good
27 faith dispute. Thus, I believe it is more realistic that there would be no recovery for this
28 claim.

- 1 g). Waiting Time: This claim is derivative of the failure to pay minimum wages, failure to
2 pay overtime, and failure to provide meal and rest periods. Thus, the same risks
3 identified above apply to this claim. At the time of mediation, the maximum possible
4 damages for this claim based on the data and information provided by Class Members
5 was \$816,315.84. This amount was calculated based on information from Defendants
6 that there were 240 former employees. It was assumed that each employee had some
7 amount of wages owing to him or her and the penalty was calculated using a full 30
8 days. This amount does not take into account any potential risks with respect to Plaintiff
9 proving the merits or damages. Labor Code section 203 requires that the failure to pay
10 wages be willful in order for a waiting time penalty to be appropriate. Defendants
11 contend that they cannot be liable for waiting time penalties because they did not have
12 knowledge of the alleged violations and have a good faith defense. Moreover, there is
13 substantial risk that Defendants' policies and records would provide them with a good
14 faith affirmative defense, which would eliminate the value of this claim entirely. See
15 *Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). Taking these
16 factors into account, it is possible this claim would be eliminated entirely.
- 17 h). PAGA: This claim is derivative of the Labor Code violations identified above and would
18 be subject to all the same risks as the underlying claims it is based on. Additionally,
19 based on our research, we did not find any prior Labor Commissioner or court decisions
20 that stated Defendants' practices and/or policies were improper. As such, a "subsequent
21 violation" may not be found for penalty calculation purposes, and the exposure analysis
22 here is based on an "initial violation" valuation being adopted by any fact finder if this
23 matter went to trial. See *Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-
24 1209 (2008). Based on Class Members' payroll data, the maximum total exposure for
25 this claim is \$2,264,528.97. This amount does not take into account any of the risks in
26 proving the merits of the underlying claims that the PAGA damages are based on.
27 Beyond the risks on the merits, the correct valuation of civil penalty amounts for certain
28 claims under PAGA were in dispute. For example, the calculation valued civil penalties

1 for failure to pay final wages under Labor Code section 256 (which provides the civil
2 penalty amount will not exceed 30 days' pay as waiting time under the terms of Section
3 203) for a total of \$333,328.97 instead of the \$100 per violation default penalty under
4 Labor Code 2699(f), which results in a reduction to \$9,800 for this claim. Using the
5 lowered valuations would reduce the maximum available PAGA penalties to
6 \$1,941,000.00. In addition to the risks on the merits and disputes regarding the proper
7 valuation of the penalty amounts, I believe the Court may exercise its discretion to
8 reduce PAGA penalties in this case. Courts are statutorily authorized to use discretion to
9 reduce penalties and the range of discretion used varies substantially. *See Thurman v.*
10 *Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction);
11 *Fleming v. Covidien, Inc.*, 2011 U.S. DIST. LEXIS 154590, *9 (C.D. Cal. 2011) (82%
12 reduction). The 82% reduction equates to roughly \$9-\$50 worth of civil penalties per
13 pay period per employee depending on the total potential value of the civil penalty (*i.e.*
14 \$50-\$250), which is more in line with actual awards based on my experience and review
15 of awards in other cases. Thus, even if using the maximum values possible and setting
16 aside risks of proving the claims on the merits, the total exposure may be cut to
17 approximately \$407,615.21 (82% reduction) to \$1,585,170.28 (30%) or lower. Using
18 the lower, disputed PAGA penalty values after accounting for the same risks as
19 identified above for the substantive claims (\$250,140 total) would lower the potential
20 exposure further to \$45,025.20 (82% reduction) to \$175,098 (30%). It is important to
21 note that this discretionary reduction is completely separate and in addition to any risks
22 on the merits. Given the substantial risks associated with the claims, we believe the
23 amount that might ultimately be awarded under this claim would be significantly lower
24 than our maximum exposure calculation. Allocating \$20,000 to the PAGA claims in this
25 case is appropriate, especially in light of amounts that Courts have approved as
26 reasonable valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576,
27 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their
28 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).

10. In summary, Plaintiff's gross recovery of \$336,250 under the Agreement equals approximately 8% of the maximum value of the claims in this matter and between 91% and 208% of the more realistic range of recovery (\$162,017.05 to \$370,796.46). After deducting from the Gross

1 Settlement Amount the proposed allocations for attorneys' fees and costs, any Enhancement Payment
2 to the Class Representative, Settlement Administrator Costs, and the PAGA Payment, the net recovery
3 under the Agreement, \$163,562.50, represents approximately 4% of the maximum value of the claims
4 in this matter. The net recovery also represents between 44% and 101% of the more realistic range of
5 recovery. The average net award is approximately \$446.89. I believe the Agreement represents a
6 reasonable compromise of claims based on the legal and factual disputes in this case. The ability to
7 secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than
8 proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this
9 Agreement.

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

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

1 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
2 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
3 and an officer for the Latino Law Students Association from 2009 to 2010.

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

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

- (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.);
 - *Barkhausen 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. Ovarions 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.);

- 1 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 2 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 3 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
- 4 Sup. Ct.);
- 5 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 6 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 7 Ct.);
- 8 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 9 Ct.);
- 10 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 11 Sup. Ct.);
- 12 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 13 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 14 Ct.);
- 15 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 16 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 17 00209613 (Sac. Sup. Ct.);
- 18 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 19 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 20 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 21 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
- 22 (San Joaquin Sup. Ct.);
- 23 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 24 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
- 25 Sup. Ct.);
- 26 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 27 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 28 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.

- Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
 - *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
 - *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
 - *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
 - *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
 - *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
 - *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
 - *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
 - *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
 - *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
 - *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
 - *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
 - *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
 - *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
 - *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
 - *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
 - *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
 - *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
 - *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
 - *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
 - *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
 - *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
 - *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
 - *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.

Sup. Ct.);

- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

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

18. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and 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 and rejoined my firm in September 2022. Mr. Konini has worked on the written and oral discovery, including defending a PAGA representative's deposition, drafting special interrogatories and request for production of documents, calculating class-wide damages, communicating with class representatives, drafting mediation briefs, negotiating, drafting correspondence to defendants' counsel regarding the damages calculated per plaintiffs' claims against defendant companies, and more. Mr. Konini 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. 20CV01255 (Butte Sup. Ct.),
Massey v. V3 Electric, Inc., et al., Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell*
Transportation Company, LLC, et al., Case No. 34-2018-00234954 (Sac. Sup. Ct.), *Pek, et al v. Varris*
Management, Inc., Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.), *Valencia v. Lowbrau*
Bier Garten, LLC, et al., Case No. 34-2019-00258038 (Sac Sup. Ct). Mr. Konini's practice largely
revolves around wage and hour matters, including PAGA claims.

19. I am requesting attorneys' fees and costs pursuant to the common fund doctrine as I
believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977),
Laffitte v. Robert Half Internat. Inc., 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston & Hunt v.*
Grauly, 886 F.2d 268, 271 (9th Cir. 1989). Plaintiff and our firm have been able to secure an
identifiable benefit on behalf of the class and equity counsels that the cost of the representation should
be borne equally amongst all class members receiving these benefits. The settlement recovery provides
an excellent result and is the product of substantial time and effort in analyzing the facts and law
applicable to this case. I agreed to take this case on a contingency basis and as a class action with the
possibility that I would not receive any compensation for my time and efforts due to issues regarding
the merits and/or certification and have carried that risk over the course of the case. I have reviewed
fee arrangements and Court ordered fee awards in similar class cases and I believe that the thirty-five
percent (35%) fee request is within the accepted ranges. In my experience with contingency cases in
employment law cases, the typical percentage negotiated between parties ranges from thirty-five to
forty percent (35% to 40%) in individual litigation. In class action litigation, my experience in my own
firm and working with several other firms has been that the typical percentage negotiated between
parties and approved by a court ranges from thirty to forty percent (30% to 40%) based on the same
factors. I have also reviewed several recent Federal District Court Cases where the Court has approved
common fund based fee requests. These cases include *In re Activision Sec. Litigation*, 723 F.Supp.
1373, 1379 (N.D. Cal. 1989), *Watson v. Raytheon Company*, USDC Southern District, Case No. 3:10-
cv-0063, *Dirienzo v. Dunbar Armored, Inc.*, USDC Southern District, Case No. 3:09-cv-02745, *Green,*
et al. v. Penske Logistics, L.L.C., et al., USDC Southern District, Case No. 3:09-cv-00069, *Benitez et*

1 *al. v. Wilbur*, USDC Eastern District, Case No. 1:08-cv-01122, *Chavez et al. v. Petrissans et al.*, USDC
2 Eastern District, Case No. 1:08-cv-00122, and *Willis et al. v. Cal-Western Transport*, USDC Eastern
3 District, Case No. 1:00-cv-05695, which are cited in Plaintiff's Memorandum of Points and
4 Authorities. I believe my request of \$117,687.50 (approximately 35%) for attorneys' fees is justified
5 given the results obtained on behalf of the class. The expected total costs through final approval by
6 Class Counsel are not expected to exceed \$15,000. Filed with this Motion as Exhibit E is a true and
7 correct copy of the costs incurred to date and expected to be incurred through the completion of this
8 case by Shimoda & Rodriguez Law, PC. Any difference in the actual costs and the maximum amount
9 allocated under the Agreement will be added to the Net Settlement Amount.

10 20. I have used several class action administrator companies in the wage and hour class
11 actions I have resolved in the past and believe Apex Class Action will provide the best service to
12 administer the proposed class settlement. Apex Class Action has provided a quote for the estimated
13 maximum cost of administering the class settlement of approximately \$8,450. A true and correct copy
14 of a cost estimate provided by Apex Class Action is filed with this Motion as Exhibit D. This is only an
15 estimate, and final pricing may vary depending on the issues, if any, that arise during the administration
16 of the settlement. However, the difference between the actual, lesser costs and \$10,000, if any, will be
17 paid to the Participating Class Members on a pro rata basis.

18 21. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
19 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
20 2699(l)(2). A true and correct copy of documents demonstrating the settlement documents were
21 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
22 Exhibit G.

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

25 23. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and
26 The Center For Workers Rights ("CFWR"). Only those funds that remain from uncashed settlement
27 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.
28

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

10 25. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
11 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
12 their current or former employment. This assistance regularly includes, but is not limited to, free legal
13 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
14 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
15 forms, and direct representation in administrative hearings, including administrative hearings in front of
16 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
17 who provide assistance, along with experienced employment law attorney volunteers. These services
18 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
19 and continuing through today under CPB.

20 26. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
21 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
22 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
23 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
24 workers and advises them as to the available legal remedies. In addition to individual counseling on
25 employment issues, the CFWR educates workers, unions, and community members about workplace
26 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

27 27. The CFWR provides limited representation for low-wage workers in wage claims before
28 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety

1 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
2 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
3 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
4 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
5 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
6 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
7 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
8 respect to those wage claims.

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

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

13 30. I have volunteered for both organizations numerous times over the past several years,
14 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
15 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's advisory
16 committee. These organizations are non-profits that assist low-income workers throughout California,
17 giving free legal advice regarding employment law issues and representing employees with wage claims
18 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
19 these entities provide to individuals in need of employment law advice and representation at the
20 California Labor Commissioner.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 19, 2024, in Sacramento, California.


Justin P. Rodriguez

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
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Facsimile: (916) 760-3733

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

**DECLARATION OF RAUL SAGASTUME IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: _____

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 I, Raul Sagastume, 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 The Woodbridge Golf & Country Club, and Nick Salvetti
6 ("Defendants") from approximately April 7, 2023, to August 14, 2023, as a non-exempt employee. I
7 was subject to all of Defendants' policies and practices that have been alleged as unlawful in the
8 Complaint and the notice sent to the Labor and Workforce Development Agency, including the
9 following: failure to pay overtime, failure to pay minimum wages, failure to provide accurate wage
10 statements, failure to timely pay final wages, failure to provide meal and rest periods or pay premiums
11 in lieu thereof, and failure to pay reimbursement for using personal cell phone for work purposes.

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

documents and providing context for Defendants' payroll process as it applied to me and how I believed it applied to Defendants' other employees. I worked at multiple positions for Defendants. I worked as a dishwasher and a cook, so I was able to discuss the similarities of the wage and hour policies and practices among all Class Members.

6. The work I performed for this case included an extensive review of documents and payroll practices to show and explain to my attorneys what was happening and why I thought it was unlawful. I provided my attorneys with timesheets, paystubs, policies, and texts related to the wage and hour claims of this case. I also explained the job duties of the various positions held by class members, the type of tasks and work performed, how these raised wage and hour issues, estimates of the total number of class members for each position, typical schedules, and the policies of the Defendant and how they affected myself and class members. I helped review and explain to my attorney's different documents such as payroll documents, paystubs and payroll records, payroll policies, meal and rest period policies, timecards, and Defendants' practices of such policies. I believe this was very important as it helped not only the claims of failure to pay minimum wages, failure to pay overtime, and failure to provide meal and rest periods, but also claims related to waiting time penalties and failure to provide accurate wage statements. The review became even more detailed when my attorneys asked me questions about the payroll data sample that was produced as part of informal discovery to engage in mediation. I also spent time finding witnesses for this case. Overall, I have spent an enormous amount of time assisting in the prosecution of this case. I also produced text messages to aid in mediation. I also spent a substantial amount of time identifying and speaking to potential witnesses who could speak to my attorneys to give their own insights and provide declarations. Overall, I have spent an enormous amount of time assisting in the prosecution of this case.

7. I participated in the negotiations and settlement discussions in this case, including participating in mediation by phone, speaking with my attorneys to answer questions, provide any additional information needed to assist the negotiations, and discussing the potential terms of the Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions when I needed clarification about various aspects of this case to make sure there 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 part-time during the some of the time this
13 case has been pending. As a result, the time I have spent on this case has to occur on my days off
14 because I am not allowed to use my personal cell phone at work. Rather than spend this time with
15 friends and family, I have spent this time for the benefit of Class Members. I have experienced stress,
16 anxiety, and depression arising out of this litigation. I have also been prescribed medications for my
17 stress and anxiety. Additionally, I think that I have lost employment opportunities because of this
18 lawsuit. Finally, as part of the Settlement, I am the only individual providing a general release of all
19 my individual claims and waiving the protections of California Civil Code section 1542 for unknown
20 claims. 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.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed on September 19, 2024, in Kansas City, Kansas.

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Raul Sagastume Aquino (Sep 19, 2024 11:00 CDT)

6 Raul Sagastume
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Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
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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

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

Date: _____

Time: 9:00 a.m.

Dept.: 10D

Judge: Hon. Barbara Kronlund

Filed: October 17, 2023

FAC Filed: February 5, 2024

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	Apex Class Action 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

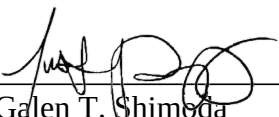
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
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and on behalf of similarly situated employees

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Attorneys for THE WOODBRIDGE GOLF & COUNTRY CLUB,
and NICK SALVETTI

**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

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

Filed: October 17, 2023

FAC Filed: February 5, 2024

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 Raul Sagastume (“Plaintiff”), on behalf of himself, the Labor and
3 Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendants The
4 Woodbridge Golf & Country Club, and Nick Salvetti, (“Defendants”). This Agreement is subject to the
5 terms 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, *Sagastume v. The Woodbridge Golf & Country*
9 *Club*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0010980, filed October 17, 2023.

10 1.2 “Aggrieved Employee(s)” means all non-exempt employees who worked, or continue to
11 work, for Defendants in California at any time between October 16, 2022, up to either (1) the Preliminary
12 Approval Date, or (2) July 30, 2024, whichever is earlier. The estimated number of Aggrieved Employees
13 is 224.

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 worked, or continue to work, for
19 Defendants in California as a non-exempt employee at any time between October 17, 2019, up to either (1)
20 the Preliminary Approval Date, or (2) July 30, 2024, whichever is earlier. The estimated number of Class
21 Members is 366.

22 1.6 “Class Period” means October 17, 2019, up to either (1) the Preliminary Approval Date, or
23 (2) July 30, 2024, whichever is earlier.

24 1.7 “Class Representative” means Plaintiff Raul Sagastume .

25 1.8 “Class Representative's Released Claims” means all claims against Released Parties arising
26 from, that could have been asserted, or are related in any way to the Class Representative's employment
27 with Defendants, under federal, state, or local laws, and/or ordinances, or tort or contract theories, whether
28 known or unknown, and whether anticipated or unanticipated, including without limitation statutory,

1 constitutional, contractual or common law claims for lost wages, unpaid wages, emotional distress, punitive
2 damages, special damages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees,
3 litigation costs, restitution, equitable relief or other similar relief or claims along with a waiver of any rights
4 set forth in California Civil Code section 1542. This release includes a waiver of the protections found in
5 California Civil Code section 1542, which states:

6 A general release does not extend to claims that the creditor or releasing party
7 does not know or suspect to exist in his or her favor at the time of executing
8 the release and that if known by him or her, would have materially affected
 his or her settlement with the debtor or released party.

9 The Class Representative's Released Claims exclude claims for workers' compensation,
10 unemployment insurance benefits, or other claims that cannot be released as a matter of law.

11 1.9 "Complaint" means the operative Complaint on file in the Action with the Court.

12 1.10 "Court" means the San Joaquin County Superior Court.

13 1.11 "Defendants" means The Woodbridge Golf & Country Club, and Nick Salvetti.

14 1.12 "Defendants' Counsel" means Mayall Hurley, P.C.

15 1.13 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
16 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
17 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
18 Representative as a Participating Class Member.

19 1.14 "Effective Date" means the Final Approval Date unless there is a timely objection lodged
20 that has not later been withdrawn, in which case the Effective Date will be either (a) the 60th calendar day
21 after a signed order approving this settlement has been filed provided no appellate proceeding having been
22 filed; or (b) seventh (7th) calendar day after any appellate proceeding opposing the settlement has been
23 finally dismissed with no material change to the terms of this settlement and there is no right to pursue
24 further remedies or relief, whichever is later.

25 1.15 "Final Approval Date" means the date a signed order granting final approval of this
26 Agreement is filed with the Court.

27 1.16 "Gross Settlement Amount" is the sum of Three Hundred Thirty Six Thousand Two
28 Hundred Fifty Dollars (\$336,250).

1 1.17 “Individual Settlement Amount” means an individual Class Member’s and Aggrieved
2 Employee’s allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
3 Sections 1.19, 1.23, 5.5, and 5.8.

4 1.18 “LWDA” means the California Labor and Workforce Development Agency.

5 1.19 “Net Settlement Amount” is the portion of the Gross Settlement Amount available for
6 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel’s
7 attorneys’ fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement
8 Payment to the Class Representative.

9 1.20 “Notice of Settlement” means the document substantially in the form attached hereto as
10 Exhibit 1.

11 1.21 “Notice Period” means sixty (60) calendar days from the initial mailing of the Notice of
12 Settlement to Class Members and Aggrieved Employees.

13 1.22 “PAGA” means Private Attorneys General Act.

14 1.23 “PAGA Payment” means the amount allocated from the Gross Settlement Amount towards
15 resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

16 1.24 “PAGA Claim Period” means October 16, 2022 to preliminary approval date or July 30,
17 2024, whichever is earlier.

18 1.25 “Parties” mean Defendants and Plaintiff.

19 1.26 “Participating Class Member” means any and all Class Members who have not made any
20 timely request to opt-out of the Agreement.

21 1.27 “Preliminary Approval Date” means the date a signed order granting preliminary approval
22 of this Agreement is filed with the Court.

23 1.28 “QSF” means a Qualified Settlement Fund set up by the Settlement Administrator for the
24 benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments
25 under this Agreement shall be made. Any amounts Defendants have agreed to pay under this Agreement
26 shall remain the property of Defendants until the payments required under the Agreement are made.

27 1.29 “Qualifying Workweeks” are weeks worked by Class Members and/or Aggrieved
28 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.

1.30 "Released Class Claims" means 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, including but not limited to claims for unpaid minimum wages, unpaid overtime, failure to furnish compliant meal and/or rest periods or payment of premium wages for same, unreimbursed business expenses, inaccurate wage statements, waiting time penalties, and unfair competition in violation of Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 1194, 2802, the applicable IWC Wage Order(s), and Business and Professions Code sections 17200 *et seq.*, 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.

1.31 "Released PAGA Claims" means 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, including but not limited to claims for civil penalties based on violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1, 2802, and the applicable IWC Wage Order(s). Aggrieved Employees cannot opt out of this waiver of claims.

1.32 "Released Parties" means Defendants, as well as Defendants' officers, shareholders, directors, agents, employees, attorneys, and insurers.

1.33 "Settlement Administrator" means and refers to Apex Class Action, the third-party entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator

1 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The
2 Parties each represent that they do not have any financial interest in the Settlement Administrator.

3 1.34 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
4 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
5 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
6 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
7 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
8 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
9 Members and/or Aggrieved Employees, Class Counsel, and Defendants' Counsel; all costs and fees
10 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
11 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
12 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
13 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
14 other filings required by any governmental taxing authority or agency; all costs and fees associated with
15 preparing any other notices, reports, or filings to be prepared in the course of administering Individual
16 Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator
17 in connection with the execution of its duties under this Agreement.

18 **2. DESCRIPTION OF THE LITIGATION**

19 2.1 On or about October 16, 2023, Plaintiff sent notice to the LWDA to exhaust administrative
20 remedies under the PAGA for 1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3)
21 Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (4) Failure to Provide Rest Periods or
22 Pay Premiums in Lieu Thereof, (5) Failure to Provide Accurate Wage statements, (6) Failure to Pay Final
23 Wages, (7) Failure to Pay Reimbursement for Expenses, (8) Violation of Labor Code §§ 558, 558.1
24 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (9) Failure
25 To Maintain Accurate Wage Records, and (10) Failure to Provide Paid Sick Leave. The LWDA did not
26 respond to the notice within the statutorily required time frame and, as such, Plaintiff became authorized
27 to act as a Private Attorneys General on all alleged PAGA claims.
28

1 2.2 On or about October 17, 2023, Plaintiff filed a class action Complaint in San Joaquin
2 County Superior Court on behalf of himself and Class Members alleging claims for (1) Failure to Pay
3 Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Failure to Provide Meal Periods or Pay Premiums
4 in Lieu Thereof, (4) Failure to Provide Rest Periods or Pay Premium in Lieu Thereof, (5) Wage Statement
5 Violations, (6) Failure to Pay Final Wages, (7) Failure to Reimburse Expenses, and (8) Unfair Competition.
6 Plaintiff filed a First Amended Complaint on approximately February 5, 2024 to add a PAGA cause of
7 action based on the violations alleged in the October 16, 2023 notice to the LWDA on behalf of himself
8 and Aggrieved Employees.

9 2.3 Through informal discovery, Defendants and Defendants' Counsel provided Class
10 Counsel with copies of all applicable versions of its policies and procedures, employee handbooks,
11 information on Class Members including, but not limited to, Class Members' workweeks, dates of
12 employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data
13 and payroll reports for a randomly selected sample of Class Members.

14 2.4 After Class Counsel received the data, the Parties engaged in informal settlement
15 negotiations, but were not able to come to a resolution. On May 31, 2024, the Parties participated in a
16 lengthy mediation with private mediator Brandon McKelvey. At the conclusion of the mediation, the
17 Parties were able to come to a resolution by accepting a mediator's proposal. At all times, the Parties'
18 settlement negotiations have been non-collusive, adversarial, and at arm's length.

19 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
20 productions, extensive legal analysis, the provision of information by Defendants to Plaintiff and the
21 detailed analysis of the records, including expert analysis, have permitted each side to assess the relative
22 merits of the claims and the defenses to those claims.

23 2.6 In the Action, Plaintiff contends that Defendants violated California law by 1) failing to
24 properly calculate the number of overtime and double wages owed to Plaintiff and similarly situated
25 employees, because they failed to utilize the more favorable of the daily and/or weekly calculation methods
26 where appropriate, 2) failing to account for the overlap of two different pay periods when calculating total
27 hours and overtime hours worked which led to incorrect dates, amounts for hours and wages, 3) failing to
28 authorize and permit Plaintiff and similarly situated employees to take uninterrupted meal and rest periods

1 due to inadequate staffing and high volume of work, 4) failing to pay Plaintiff and similarly situated
2 employees for working during their meal periods while they were clocked out, 5) having defective meal
3 period policy because it did not advise employees that they were entitled to a meal period if they worked
4 five hours in a day but it stated that employees must take a break if they work six (6) hours or more in a
5 day, and 6) failing to have a policy to reimburse Plaintiff and similarly situated employees use of their
6 personal cell phones for work purposes. Defendants have denied each of Plaintiff's claims and Defendants
7 have denied that this Action is appropriate for class certification for anything other than settlement
8 purposes. The agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of
9 potential exposure for the underlying claims and the class data supporting these claims. The Parties, with
10 the assistance of the mediator, also assessed appropriate discounts to the potential liability based on
11 Defendants' factual and legal contentions and defenses.

12 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
13 and the information exchanged to date, are more than sufficient to assess the merits of the respective
14 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
15 Defendants, and Defendants' Counsel have concluded that it is desirable that the Action be settled in a
16 manner and upon such terms and conditions set forth herein in order to avoid further expense,
17 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
18 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
19 Plaintiff, Class Counsel, Defendants, and Defendants' Counsel are of the opinion that the Agreement for
20 the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
21 circumstances.

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

23 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
24 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
25 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
26 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
27 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
28 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall

1 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
2 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
3 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
4 evidence that may be applicable.

5 3.2 Defendants have denied all claims as to liability, damages, liquidated damages, penalties,
6 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendants
7 have agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
8 the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to
9 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
10 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
11 any and all other potential defenses or privileges.

12 **4. SCOPE OF THE CLASS**

13 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
14 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
15 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
16 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in
17 Section 7.5.1.

18 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
19 this Agreement.

20 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
21 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
22 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
23 data request to the Settlement Administrator. The data request must contain all of the following
24 information: (a) the full name and, if applicable, Social Security Number of the individual making the
25 request; (b) the name used by such employee as of the time his or her employment with Defendants ended;
26 (c) the individual's dates of employment with Defendants; and (d) a return address to which a response
27 may be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
28 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the

1 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
2 more than two business days) transmit the data requests to Defendants' Counsel and request that Defendants
3 review their records.

4 4.4 If Defendants agree that the person listed in a data request is a Class Member and/or
5 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
6 person who submitted the data request, at the address designated for that purpose in the data request. All
7 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
8 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
9 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved
10 Employee for all other purposes.

11 4.5 If Defendants do not agree that the person listed in a data request is a Class Member and/or
12 Aggrieved Employee, Defendants' Counsel and Class Counsel shall attempt to resolve any such dispute in
13 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
14 dispute. Defendants' records shall control unless the individual submitting the data request provides
15 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendants'
16 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
17 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
18 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
19 calendar days after Defendants' Counsel and Class Counsel submit the dispute to the Settlement
20 Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject
21 to Court review.

22 **5. TERMS OF THE SETTLEMENT**

23 The Parties agree as follows:

24 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
25 Section 6, Defendant Woodbridge Golf and Country Club shall pay the Gross Settlement Amount
26 (\$336,250). Funding of the Gross Settlement Amount shall occur within 21 calendar days after the
27 Effective Date to be held in trust in a QSF by the Settlement Administrator. The Gross Settlement Amount
28 includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and

1 litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in
2 documenting the Agreement, administering the Agreement (including Settlement Administrator Costs),
3 and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and
4 the PAGA Payment. Any monies necessary to satisfy Defendants' tax obligations (e.g. employer FICA,
5 FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members
6 will be paid in addition to the Gross Settlement Amount.

7 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
8 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendants have
9 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
10 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
11 exceed \$15,000, which shall be paid from the Gross Settlement Amount. Defendants have agreed to not
12 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
13 exceed the \$15,000 threshold. The Settlement Administrator will issue Class Counsel an IRS Form 1099
14 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less than
15 the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
16 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
17 a pro rata basis.

18 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
19 Gross Settlement Amount and shall not exceed \$10,000. The difference between any actual costs and the
20 allocated \$10,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
21 Members on a pro rata basis.

22 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
23 an Enhancement Payment to the Class Representative in an amount not to exceed \$10,000 (Ten Thousand
24 Dollars) to compensate for the risks, time, and expense of his involvement in the Action and securing the
25 benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the Individual
26 Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating Class Member.
27 Defendants have agreed to not oppose Class Counsel's request for an Enhancement Payment to Plaintiff
28 so long as it does not exceed the amount stated herein. The Enhancement Payment will be designated as a

1 non-wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than
2 the Enhancement Payment amount requested, then any portion of the requested amount not awarded to the
3 Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class
4 Members on a pro rata basis.

5 5.5 PAGA Payment: Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount
6 shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment
7 will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro
8 rata basis as described below in Section 5.8. Any amount not approved by the Court for the allocated
9 PAGA Payment shall be added to the Net Settlement Amount to be distributed to Participating Class
10 Members on a pro rata basis.

11 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
12 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
13 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
14 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
15 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

16 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
17 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
18 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
19 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
20 any new or additional compensation or benefits under any company bonus or other compensation or benefit
21 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
22 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
23 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
24 Amounts provided for in this Agreement are the sole payments to be made by Defendants to the
25 Participating Class Members and Aggrieved Employees in connection with this Agreement
26 (notwithstanding any contrary language or agreement in any benefit or compensation plan document that
27 might have been in effect during the period covered by this Agreement).

1 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
2 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
3 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
4 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
5 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
6 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
7 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the
8 Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members
9 under this formula who timely opt out of the Settlement will be redistributed to Participating Class
10 Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing
11 their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all
12 Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to
13 arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved
14 Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total
15 Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all
16 Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25%
17 portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

18 5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to
19 Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed
20 penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes
21 on the amounts paid to Participating Class Members as wages as well as calculating all required
22 withholdings and deductions from said wage payments. The characterization of Individual Settlement
23 Amounts to Participating Class Members and Aggrieved Employees are as follows:

24 5.9.1 One Third (1/3) of each Participating Class Members' share of the Net Settlement
25 Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes.
26 Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual
27 Settlement Amount.
28

1 5.9.2 Two Thirds (2/3) of each Participating Class Members' share of the Net Settlement
2 Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted
3 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
4 which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this
5 payment shall be divided equally among the 1099-MISC and 1099-INT designations.

6 5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the
7 PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted
8 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
9 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

10 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
11 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
12 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendants'
13 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
14 including the treatment of such payments as not subject to withholding or deduction for payroll and
15 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
16 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
17 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
18 Representative, the payroll tax liability of Defendants, or the allocation of the Net Settlement Amount or
19 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
20 implications of any provision of this Agreement.

21 5.11 No Additional Contribution by Defendants: Defendants' monetary obligation under this
22 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
23 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
24 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
25 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
26 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
27 not meet the standards for settlement approval, then Defendants and Plaintiff shall be equally responsible
28

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

1 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
2 any individual Class Members and Aggrieved Employee whose address or contact information as provided
3 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
4 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as
5 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in
6 consultation with Class Counsel and Defendants' Counsel) from Class Members or Aggrieved Employees,
7 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving
8 and serving on Class Counsel, Defendants' Counsel, and the Court, copies of any written objections, and/or
9 any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests
10 for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9)
11 determining and paying the final amounts due to be paid under the Agreement after resolution of all
12 challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA
13 Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability
14 to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-
15 outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds
16 from uncashed checks; 12) reporting to Class Counsel and Defendants' Counsel regarding the statistics of
17 the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of
18 forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of
19 total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable
20 Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the
21 number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes
22 received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final
23 statistics of the administration and compliance with all payment obligations under the Agreement; 14)
24 completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to
25 Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as
26 necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to
27 the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if
28

necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

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

7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with the first and last name, last known mailing address, last known telephone number, Social Security Number, start and end date (if any) of employment of each Class Member and Aggrieved Employee, and any other information the Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees as outlined herein. The Settlement Administrator shall review the data to determine the number of Qualifying Workweeks for each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days after receipt of such address information, the Settlement Administrator will perform a national change of address ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information

received from Defendants confidential to itself, and Defendants' Counsel. However, Class Counsel shall be able to review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts for Class Members and Aggrieved Employees prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted.

7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) calendar days to any more recent address found as a result of the search. Following each search that does not result in a corrected address, for those Class Members who appear to be current employees of Defendants at the time of the Preliminary Approval Date, the Settlement Administrator shall contact Defendants' Counsel for assistance and Defendants shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they are active employees of Defendants. In the event the Notice of Settlement is forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out, a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are followed and the Class Member does not timely and properly request to opt-out, the Class Member shall be bound by all terms of the Agreement, including the releases contained in Section 6.

7.5 Responses to Notice of Settlement:

7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number (*i.e. Sagastume v. The Woodbridge Golf & Country Club*, Case No. STK-CV-UOE-2023-0010980); (d) be signed; and (e) be post-marked no

1 later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class
2 Member must personally sign the request to opt-out. No request to opt-out may be made on behalf of a
3 group of Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive
4 means used to determine whether a request to opt-out has been timely submitted. Any Class Member who
5 requests to opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor
6 will they have any right to object, appeal or comment thereon. The name of any Class Member who submits
7 a valid and timely opt out request will be specifically identified in any proposed order granting final
8 approval. Class Members who fail to submit a valid and timely request to opt-out shall be bound by all
9 terms of the Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved
10 Employee opts out of being a Class Member, they will still receive their share of the PAGA Payment as
11 Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released
12 PAGA Claims.

13 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out, but who wishes
14 to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written
15 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class
16 Counsel and Defendants' Counsel. The Notice of Settlement shall make clear that the Court can only
17 approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a)
18 state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a
19 Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)
20 identify the case name and number (*i.e. Sagastume v. The Woodbridge Golf & Country Club*, Case No.
21 STK-CV-UOE-2023-0010980); (e) be signed; and (f) be post-marked no later than the conclusion of the
22 Notice Period or the re-mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending
23 a written objection to the Settlement Administrator, any Class Member may appear at the final approval
24 hearing to state their objection.

25 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
26 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
27 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
28 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing

1 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
2 business days) forward all such disputes to Defendants' Counsel and request that Defendants review the
3 dispute. Defendants' records shall presumptively control unless the Class Member can produce
4 documentation evidencing other periods of employment worked. If Defendants agree with submitted
5 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
6 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
7 Class Member's Individual Settlement Amount. If Defendants disagree with the submitted information,
8 Defendants' Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
9 documentation submitted by the Class Member as part of the dispute. Defendants' Counsel and Class
10 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class
11 Counsel being advised of the dispute. Each dispute that Defendants' Counsel and Class Counsel cannot
12 timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

13 7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out,
14 objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement
15 Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the
16 deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure
17 the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency
18 letter, whichever is later.

19 7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1
20 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and
21 shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class
22 Counsel or Defendants' Counsel to provide notice of the proposed Agreement.

23 7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14)
24 calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class
25 Counsel and Defendants' Counsel with a signed declaration under penalty of perjury providing a complete
26 and detailed report regarding the statistics and responses of settlement administration to date and all the
27 Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.
28

1 7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and
2 Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the
3 amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to
4 Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall
5 calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class
6 Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these
7 calculations Class Counsel and Defendants' Counsel. Defendants shall wire the Gross Settlement Amount
8 and applicable taxes necessary to fund the Settlement as described in Section 5.1 to the Settlement
9 Administrator within twenty-one (21) calendar days after the Effective Date to be to be held in trust in a
10 QSF. Within seven (7) calendar days after Defendants fund the settlement, the Settlement Administrator
11 shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to
12 Plaintiff, the 75% portion of the PAGA Payment payable to the LWDA, Settlement Administrator Costs,
13 and payment to Participating Class Members and/or Aggrieved Employees as required under this
14 Agreement and approved by Court.

15 7.8.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and
16 costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide
17 the Settlement Administrator with the pertinent taxpayer identification number and payment instructions
18 after the Final Approval Date.

19 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
20 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
21 requested by Class Counsel.

22 7.8.3 Only Participating Class Members and Aggrieved Employees will receive their
23 Individual Settlement Amount.

24 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
25 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
26 Agreement. Defendants agree to reasonably cooperate with the Settlement Administrator to the extent
27 necessary to determine the amount of the payroll tax payment required.
28

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

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

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as 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
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

1 action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of
2 any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may
3 be requested by the Court relating to, or that are otherwise necessary to the approval and implementation
4 of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement
5 purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to
6 the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final
7 approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the
8 Preliminary Approval Motion to Defendants' Counsel. Defendants' Counsel will provide comments and/or
9 proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class
10 Counsel. With regard to the final approval documents, a similar one-week maximum review and response
11 time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this
12 Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA
13 Settlement.

14 9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
15 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice
16 of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing
17 Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement
18 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
19 proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of
20 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
21 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
22 approved as fair, reasonable and adequate as to the Class Members.

23 9.1.2 Defendants shall not oppose Plaintiff's motion for approval of the proposed
24 Agreement.

25 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
26 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
27 appropriate to assure effective communication to individual Class Members of information about their
28 rights and obligations under this Agreement.

1 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
2 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
3 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
4 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
5 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
6 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
7 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
8 request to opt out during the Notice Period.

9 9.2.1 Class Counsel and Defendants shall work in good faith to draft a mutually agreeable
10 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
11 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
12 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable
13 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an
14 Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award
15 of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement
16 Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and
17 enforcement of the terms of the Agreement and the Court's orders.

18 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
19 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
20 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement
21 be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist
22 the Settlement Administrator as needed or requested in the process of identifying and locating Participating
23 Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery
24 of such payments; 3) Class Counsel and Defendants' Counsel will cooperate with each other and assist the
25 Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as
26 specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement
27 Administrator, will certify to the Court completion of all payments required to be made by this Agreement.
28

1 9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness
2 hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and
3 PAGA Settlement and Final Judgment.

4 9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development
5 Agency (“LWDA”) of this settlement in accordance with Labor Code § 2699(1)(2).

6 **10. MISCELLANEOUS TERMS**

7 10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date,
8 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance
9 with the provisions of the Agreement, Defendants may rescind the Agreement and all actions taken in its
10 furtherance will be thereby null and void. Defendants must exercise this right of rescission, in writing, to
11 Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the
12 total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs
13 shall be paid by Defendants. Defendants have represented that there are no more than 17,839 workweeks
14 during the Class Period. In the event the number of workweeks during the Class Period is more than
15 19,623 (*i.e.*, greater than 10% more than 17,839), then the Gross Settlement Amount shall be increased
16 proportionally by the workweeks in excess of 19,623.. For example, if there were 11,000 workweeks
17 represented to exist during the Class Period, but there are actually 12,500 workweeks in the Class Period,
18 then Defendants would have to increase the Gross Settlement Amount by 3.6% (12,500 - 12,100
19 workweeks = 400 excess workweeks. 400 divided by 11,000 = 3.6%).

20 10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF
21 THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT
22 OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
23 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
24 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
25 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
26 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
27 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
28 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS

1 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
2 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
3 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
4 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
5 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
6 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
7 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
8 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
9 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
10 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
11 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
12 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
13 THIS AGREEMENT.

14 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
15 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
16 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
17 and discharged in this Agreement.

18 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
19 signing this Agreement Defendants are waiving any rights to appeal from the Court's approval of the
20 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
21 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.

22 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
23 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
24 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

25 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
26 be entered according to this Agreement. The Parties stipulate and agree that the San Joaquin County
27 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
28

1 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the
2 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

3 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
4 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
5 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
6 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
7 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
8 otherwise, to effectuate this Agreement and the terms set forth herein.

9 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendants of
10 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
11 be, construed as, or deemed to be, an admission by Defendants of the truth of any of the allegations in the
12 Complaint, the representative character of the Action, the validity of any of the claims that were or could
13 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of
14 Defendants in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by
15 Defendants of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members,
16 or any other person, and Defendants specifically disclaim any liability, culpability, negligence, or
17 wrongdoing toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into
18 this Stipulation with the intention to avoid further disputes and litigation.

19 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
20 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
21 third business day after mailing by United States certified mail, return receipt requested, addressed as
22 follows:

23 To Plaintiff and the Class:

24 Galen T. Shimoda
25 Justin P. Rodriguez
26 Renald Konini
27 Shimoda & Rodriguez Law, PC
28 9401 East Stockton Blvd., Suite 120
 Elk Grove, CA 95624

To Defendants:

William J. Gorham III
Vladimir J. Kozina
Mayall Hurley
A Professional Corporation
2453 Grand Canal Boulevard, Second Floor
Stockton, California 95207-8253

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.

10.15 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendants and Defendants' Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed

1 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
2 and effect of originals.

3 10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
4 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
5 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
6 and governed by, the substantive laws of the State of California without giving effect to that State's choice
7 of law principles.

8 10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted
9 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
10 this Agreement, or any provision thereof.

11 10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be
12 construed as retaliation against any Class Members for participating or seeking to participate in this class
13 action settlement. The Parties will not discourage any class member from participating or seeking to
14 participate in this class action settlement. This is a material term of the Agreement and non-breaching
15 Parties will seek court intervention if this provision is breached.

16 10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the
17 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
18 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
19 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
20 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
21 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

22 10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
23 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

24 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
25 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
26 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.
27
28

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: 07/31/2024

Raul Sagastume Aquino (Jul 31, 2024 17:17 CDT)

Raul Sagastume

FOR Defendants:

Date: _____

By: _____
For The Woodbridge Golf & Country Club

Date: _____

Nick Salvetti

APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

Dated: 07/31/2024

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

APPROVED AS TO FORM

MAYALL HURLEY

Dated: _____

By: _____
William J. Gorham III
Vladimir J. Kozina
Attorney for Defendants

1 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
2 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
3 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

6 **For Plaintiff:**

7 Date: _____

8 _____
Raul Sagastume

9
10 **FOR Defendants:**

11 Date: 8-1-24

12 _____
By:
For The Woodbridge Golf & Country Club

13
14 Date: 8/1/24

15 _____
Nick Salvetti

16
17 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

18
19 Dated: _____

20 By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Attorney for Plaintiff and Aggrieved
Employees

21
22 APPROVED AS TO FORM

MAYALL HURLEY

23
24 Dated: 8-2-24

25 By: _____
William J. Gorham III
Vladimir J. Kozina
Attorney for Defendants

EXHIBIT 1

CALIFORNIA SUPERIOR COURT
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**

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

ATTENTION: All individuals who have worked, or continue to work, for Defendants in California as a non-exempt employee at any time between October 17, 2019, up 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 San Joaquin 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 Raul Sagastume ("Plaintiff" or "Class Representative"), and Defendants The Woodbridge Golf & Country Club and Nick Salvetti ("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 October 17, 2023, Plaintiff filed a Complaint against Defendants in the San Joaquin County Superior Court of California on behalf of himself and Class Members. The term "Action" means this putative class action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0010980. The Class Period is from October 17, 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 pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursement for expenses, 8) failing to maintain accurate wage records, 9) failing to pay sick leave, 10) engaging in unfair competition, and 11) 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 worked, or continue to work, for Defendants in California as a non-exempt employee at any time between October 17, 2019, to [REDACTED]. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked or continue to work for Defendants in California at any time October 16, 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 Three Hundred Thirty-Six Thousand Two Hundred Fifty Dollars (\$336,250) (“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 \$10,000, Class Representative’s Enhancement Payment of Ten Thousand Dollars (\$10,000), 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.

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 October 16, 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, including but not limited to claims for unpaid minimum wages, unpaid overtime, failure to furnish compliant meal and/or rest periods or payment of premium wages for same, unreimbursed business expenses, inaccurate wage statements, waiting time penalties, and unfair competition in violation of Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 1194, 2802, the applicable IWC Wage Order(s), and Business and Professions Code sections 17200 et seq., 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, including but not limited to claims for civil penalties based on violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1, 2802, and the applicable IWC Wage Order(s). 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.* *Sagastume v. The Woodbridge Golf & Country Club*, STK-CV-UOE-2023-0010980); (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. Sagastume v. The Woodbridge Golf & Country Club*, STK-CV-UOE-2023-0010980); (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://www.sjcourts.org/search-case-by-party/>. 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 10D, 180 E Weber Avenue, Stockton, California on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. 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://www.sjcourts.org/search-case-by-party/>. 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

William J. Gorham III
Vladimir J. Kozina
Mayall Hurley
A Professional Corporation
2453 Grand Canal Boulevard, Second Floor
Stockton, California 95207-8253
Telephone: (209) 477-3833
Facsimile: (209) 473-4818
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 [number]
BY ORDER OF THE COURT

EXHIBIT B

100 4/19/24

FILED

2024 FEB -5 PM 1:52

STEPHANNE COHRER, CLERK

BY Tracy Hoffmann
DEPUTY

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Renald Konini (Cal. State Bar No. 312080)
4 Shimoda & Rodriguez Law, PC
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiff RAUL SAGASTUME
10 individually and on behalf of all other similarly situated employees

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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

CLASS ACTION

FIRST AMENDED COMPLAINT FOR
DAMAGES:

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

DEMAND FOR JURY TRIAL

FIRST AMENDED CLASS ACTION COMPLAINT

FILE BY FAX

1 Plaintiff RAUL SAGASTUME ("Plaintiff"), on behalf of himself and all other similarly
2 situated employees, hereby files this First Amended Complaint against Defendants THE
3 WOODBRIDGE GOLF & COUNTRY CLUB, a California Corporation; NICK SALVETTI, an
4 individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants").
5 On information and belief, 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 provide overtime wages, failure to provide minimum wages, meal and rest period
9 violations, waiting time penalties, failure to reimburse expenses, and unfair competition.

10 **JURISDICTION AND VENUE**

11 2. The San Joaquin County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, 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 resides in San Joaquin County. In addition, some of the wrongful acts and violations of law
16 asserted herein occurred within San Joaquin County, and Defendants' obligation to pay wages arose in
17 San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
18 (1984).

19 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
20 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
21 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
22 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
23 ("LWDA") on approximately October 16, 2023. Plaintiff provided facts and legal basis for his claims
24 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
25 of action. Plaintiff also submitted the \$75.00 filing fee. The October 16, 2023, notice was also sent via
26 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
27 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
28 pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of himself

1 and all similarly situated employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
2 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).
3 Aggrieved Employees include, but is not limited to the following: all non-exempt employees who
4 worked, or continue to work, for Defendants in California at any time between October 16, 2022 to
5 present.

6 **PARTIES**

7 5. RAUL SAGASTUME is an individual over the age of eighteen (18) and is a resident
8 of the State of California.

9 6. On information and belief, Plaintiff alleges, THE WOODBRIDGE GOLF &
10 COUNTRY CLUB, is now and/or at all times mentioned in this Complaint was a California
11 Corporation and the owner and operator of an industry, business and/or facility doing business in the
12 State of California.

13 7. On information and belief, Plaintiff alleges, NICK SALVETTI, is now and/or at all
14 times mentioned in this Complaint was an individual and the owner and operator of an industry,
15 business and/or facility doing business in the State of California. On information and belief, Plaintiff
16 alleges, NICK SALVETTI, is an individual over the age of eighteen (18) and is a resident of the
17 State of California. On information and belief, Plaintiff alleges that NICK SALVETTI is an owner,
18 director, officer, and/or managing agent of THE WOODBRIDGE GOLF & COUNTRY CLUB
19 responsible for causing the violations outlined in the first through seventh causes of action. As such
20 NICK SALVETTI is individually liable pursuant to California Labor Code section 558.1. Pursuant
21 to California Labor Code section 558.1, THE WOODBRIDGE GOLF & COUNTRY CLUB and are
22 NICK SALVETTI jointly and severally liable for each cause of action asserted herein. On
23 information and belief, Plaintiff alleges that NICK SALVETTI trained subordinate staff to
24 implement and carry out the policies and practices identified herein. As a result, whether directly or
25 indirectly, NICK SALVETTI caused the violations identified herein. NICK SALVETTI was
26 responsible for the violations stated herein as he was in a position of authority with the power and
27 responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them
28 instead.

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 Eighth 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 worked, or continue to work, for Defendants in California as a non-exempt employee at any time between October 17, 2019, 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

1 stated class definition throughout the State of California during the applicable statute of
2 limitations, who were subjected to the policies and practices outlined in this Complaint.
3 As such, joinder of all members of the putative class is not practicable.

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

- 8 (1) Whether Defendants violated the law by not paying employees for all hours
9 worked;
- 10 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
11 class members were not paid all minimum and overtime wages owed;
- 12 (3) Whether Defendants maintained accurate payroll records;
- 13 (4) Whether Defendants failed to pay meal and rest period premium for meal and rest
14 period violations;
- 15 (5) Whether as a result of Defendants' policies and practices, Plaintiff and putative
16 class members were not authorized and permitted to take all meal and rest
17 periods;
- 18 (6) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
19 class members received all reimbursement owed;
- 20 (7) Whether as a result of Defendants' policies and practices Plaintiff's and putative
21 class members received all wages, due and owing, at the time of their termination
22 or separation; and
- 23 (8) Whether Defendants provided Plaintiff's and putative class members with wage
24 statements that complied with Labor Code section 226.

25 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
26 class. The putative class also sustained damages arising out of Defendants' common
27 course of conduct in violation of the law as complained of herein. Plaintiff and all
28 members of the putative class were non-exempt employees who were not paid all

1 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result
2 of Defendants' policies and practices resulting in inaccurate wage statements that did not
3 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period
4 premiums, and sick leave accrued time/wages. Additionally, Defendants issued Plaintiff
5 and all members of the putative class wage statements that did not comply with Labor
6 Code section 226. As a result, Plaintiff and each member of the putative class will have
7 suffered the same type of harm and seek the same type of recovery based on the same
8 legal theories.

9 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
10 putative class. For all relevant times, Plaintiff resided in California and worked for
11 Defendants in California. Moreover, Plaintiff is an adequate representative of the
12 putative class as Plaintiff has no interests that are adverse to those of putative class
13 members. Additionally, Plaintiff has retained counsel who has substantial experience in
14 complex civil litigation and wage and hour matters.

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

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

GENERAL ALLEGATIONS

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

17. Plaintiff was employed with Defendants from April 7, 2023, to August 14, 2023, as a non-exempt employee. Plaintiff worked as a dishwasher and cook in the kitchen. He was paid \$17.5 per hour. Defendants manage a country club in Woodbridge, California. Plaintiff's job duties and responsibilities included but were not limited to ensuring that the Dish Station and kitchen were clean and sanitized, washing all wares, storing cleaned equipment and dishes in assigned storage areas, stocking serving stations, stocking refrigerators, cleaning trash receptacles with water or steam, moving dishwashing supplies from storage to work area, assisting in cleaning and preparing various foods for cooking, ensuring work areas remain safe, cleaning, and cooking. At first, Plaintiff was employed only as a dishwasher and was paid \$16.5 per hour. Later, Defendants added cooking to Plaintiff's job duties and responsibilities and increased his pay to \$17.5 per hour. Plaintiff did not receive the raise at the time of becoming a cook. However, on or about July 20, 2023, Defendants paid Plaintiff retroactive pay for the pay period of June 1, 2023, to June 15, 2023. Defendants paid Plaintiff at the rate of \$17.5 per hour for the pay period of June 16, 2023, to June 30, 2023.

18. Plaintiff and similarly situated employees worked over eight (8) hours a day and over forty (40) hours per week. Plaintiff worked in a fast-paced environment which was very busy. Plaintiff's schedule varied. Typically, Plaintiff worked from 9:00 a.m. to 9:00 p.m. However, Plaintiff worked over twelve hours per day when there were events and would end his shift approximately at 1:00 a.m., the next day. Defendants did not properly calculate the number of overtime and double wages owed to Plaintiff and similarly situated employees, failing to utilize the more favorable of the daily and/or weekly calculation methods where appropriate. For example, Defendants' defined workweek for overtime calculation purposes is Sunday to Saturday. Because Defendants pay employees on a bi-monthly basis, the defined workweek regularly overlaps two different pay periods. When calculating overtime owed, Defendants failed to account for this overlap and often paid a lower amount of wages due as a result. This also resulted in the total hours and wages paid that were identified on paystubs issued to Plaintiff and similarly situated employees being incorrect. Similarly, the dates for which the

1 paystubs purported to cover were incorrect as hours were being incorrectly allocated between two pay
2 periods.

3 19. Defendants did not authorize and permit Plaintiff to take uninterrupted meal and rest
4 periods. Defendants did not relieve Plaintiff to take his meal and rest periods as a result of inadequate
5 staffing and the high volume of work. Plaintiff complained to his supervisor, the Kitchen Cheff, named
6 Matteo that Plaintiff had not been able to take his meal and rest periods because Defendants would not
7 provide anyone to relieve him. Typically, Matteo would not respond to Plaintiff's complaints. However,
8 on two occasions, Matteo informed Plaintiff that someone was going to relieve him for his meal periods,
9 but no one relieved him. As a result, Plaintiff was not able to take all his meal and rest periods.
10 Defendants required Plaintiff and similarly situated employees to clock in and out for meal periods.
11 Thus, Plaintiff usually clocked in and out for meal periods but was not able to take meal periods and
12 worked during the time that he was clocked out. Moreover, Plaintiff typically worked over ten (10)
13 hours per day and was not able to take a second meal period as a result of Defendants' policies and
14 practices of not providing relief for him to take his meal periods. Defendants lacked appropriate staffing
15 for the amount of workload required to operate their business. Furthermore, Defendants' meal period
16 policy was defective because it did not advise employees that they were entitled to a meal period if they
17 worked five hours in a day. Defendants' clocking in and out for meal period policy stated that
18 employees must take a break if they work six (6) hours or more in a day. Similarly situated employees
19 were subject to the same meal period policies and practices. Therefore, Plaintiff is informed and believes
20 that similarly situated employees were not able to take compliant meal periods. Also, Defendants did not
21 authorize or permit Plaintiff to take a ten (10) minute rest break for every four hours or a fraction of
22 thereof. Plaintiff was not able to take any rest breaks because Defendants did not provide anyone to
23 relieve him for his breaks. Similarly situated employees were subject to the same rest period policies and
24 practices. Therefore, Plaintiff is informed and believes that similarly situated employees were not able to
25 take compliant rest periods. Consequently, Defendants did not pay Plaintiff and similarly situated
26 employees for all hours worked since Defendants did not pay Plaintiff and similarly situated employees
27 for the time that they spent working during meal and rest periods. Defendants did not pay Plaintiff meal
28

1 and rest period premiums for all noncompliant meal and rest periods. Plaintiff is informed and believes
2 that Defendants did not pay similarly situated employee meal and rest period premiums either.

3 20. As a result of Plaintiff and similarly situated employees working through meal and rest
4 periods, Defendants did not accurately record Plaintiff's and similarly situated employees' meal periods,
5 as well as minimum and overtime hours and wages, and the correct accrual of sick leave hours. As a
6 result of these practices, Plaintiff and similarly situated employees were not paid wages for all hours
7 worked and did not receive the proper accrual of sick leave hours.

8 21. Defendants also did not have a policy to reimburse Plaintiff and similarly situated
9 employees use of their personal cell phones for work purposes. Plaintiff and similarly situated
10 employees used their personal cell phones to clock in and out using ADP clocking in app in their
11 personal cell phone. Defendants did not reimburse Plaintiff and similarly situated employees using their
12 personal cell phones to clock in and out.

13 22. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
14 minimum wages, overtime wages, and meal and rest period premiums owed, the wage statements
15 Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all
16 hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of meal and
17 rest period premiums owed, and the accurate gross and net wages earned.

18 23. As of this date of this letter, Defendants have not paid Plaintiff and similarly situated
19 employees all the overtime wages, meal and rest period premiums, and sick leave wages owed to them.

20 24. THE WOODBRIDGE GOLF & COUNTRY CLUB identified NICK SALVETTI as its
21 Chief Executive Officer in its filing of March 25, 2022, with the California Secretary of State. Plaintiff
22 is informed and believes that Mr. Salvetti was responsible for creating and electing to implement the
23 payroll and compensation policies and practices identified herein and/or that Mr. SALVETTI was aware
24 of such policies and practices and ratified them.

25 **FIRST CAUSE OF ACTION**
26 **FAILURE TO PAY OVERTIME WAGES**
27 **(As to all Defendants)**

28 25. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 24 as though fully
set forth herein.

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

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

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

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

SECOND CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(As to all Defendants)

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

31. For the period preceding the filing of this Complaint, Defendants were required to compensate Plaintiff and similarly situated employees with at least California's applicable minimum for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 5, section 4(A); Cal. Lab. Code § 1194.

32. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

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

//

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

34. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as though fully set forth herein.

35. 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.

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

37. California Labor Code section 512 and Wage Order No. 5 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least 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. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

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

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

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

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

41. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 40 as though fully set forth herein.

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

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

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

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

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

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

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

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

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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

1 the last four digits of his or her social security number or an employee
2 identification number other than a social security number, (8) the name
3 and address of the legal entity that is the employer and, if the employer is
4 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
5 name and address of the legal entity that secured the services of the
6 employer, and (9) all applicable hourly rates in effect during the pay
7 period and the corresponding number of hours worked at each hourly rate
8 by the employee. The deductions made from payment of wages shall be
9 recorded in ink or other indelible form, properly dated, showing the
10 month, day, and year, and a copy of the statement and the record of the
11 deductions shall be kept on file by the employer for at least three years at
12 the place of employment or at a central location within the State of
13 California.

14 49. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
15 itemized statement or failed to provide an accurate and complete itemized statement showing the
16 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
17 accurately itemize all regular hours worked, overtime and double time hours worked and
18 corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately
19 itemize Plaintiff's and similarly situated employees' total hours worked due to Defendants' not
20 counting off-the-clock work during meal and rest periods and nonpayment of meal and rest period
21 premiums. Plaintiff and similarly situated employees were not able to promptly and easily determine
22 their total hours worked from their paystubs alone. Additionally, Plaintiff and similarly situated
23 employees suffered confusion over whether they received all wages owed and were prevented from
24 effectively challenging information on their wage statements.

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

28
SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

51. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as though fully
set forth herein.

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

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

3 54. Plaintiff and similarly situated employees did not receive all wages, including minimum
4 and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
5 within the required time after their separation from employment.

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

9 56. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
10 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff
11 and similarly situated employees were not paid for all hours worked because Defendants' meal period
12 policy did not authorize Plaintiff and similarly situated employees to take timely, uninterrupted, and
13 compliant meal and rest periods. This resulted in Plaintiff and similarly situated employees working off-
14 the-clock during their meal periods. Also, Defendant's clocking in and out for meal period policy stated
15 that employees must take a break if they work six (6) hours or more in a day. Furthermore, Plaintiff
16 informed Defendants and his supervisor, Matteo, that he was not able to take meal periods because no
17 one was relieving him to go on his breaks. As a result, Defendants knew that they owed Plaintiff and
18 similarly situated employees meal and rest period premiums. Additionally, Defendants required
19 Plaintiff and similarly situated employees to use their cell phones to clock in and out using ADP app.
20 Thus, Defendants knew that Plaintiff and similarly situated employees were using their personal cell
21 phones for work purposes. Defendants did not reimburse Plaintiff and similarly situated employees
22 despite requiring them to use their cell phones for clocking in and out. Such conduct shows Defendants
23 had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay
24 the remaining wages owed.

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

28 //

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

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

59. California 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."

60. Defendants required Plaintiff and similarly situated employees to use their cell phones for work purposes to clock in and out using ADP cell phone application but failed to reimburse them for such use.

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

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to THE WOODBRIDGE GOLF & COUNTRY CLUB and DOES 1 to 100)

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

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

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

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

4 66. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
5 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to
6 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
7 sections 17203, 17208, violations of California Labor Code sections 226.7, 245 *et seq.*, 510, 512, and
8 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing
9 of this Action.

10 **NINTH CAUSE OF ACTION**
11 **PRIVATE ATTORNEYS GENERAL ACT**
12 **(As to all Defendants)**

13 67. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 66 as though fully
14 set forth herein.

15 68. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
16 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
17 current and former employees:

- 18 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 5, § 3 (Failure to Pay Overtime
19 Wages)
- 20 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay
21 Minimum Wages)
- 22 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 5, §§ 11(A) and 11(B)
23 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 24 • Violation of Labor Code § 226.7 and Wage Order No. 5, § 12(A) (Failure to Provide Rest
25 Periods or Pay Premiums in Lieu Thereof)
- 26 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 27 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 28 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

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

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

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

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. 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;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;

- 1 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
2 section 1021.5;

3 5. As to the Fourth Cause of Action:

- 4 a. Wages in an amount to be proven at trial;
5 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
6 section 1021.5;

7 6. As to the Fifth Cause of Action:

- 8 a. Penalties as provided for in Labor Code section 226, including the greater of all
9 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
10 violation occurred and one hundred dollars (\$100.00) per employee for each
11 violation in the subsequent pay periods, but not to exceed four thousand dollars
12 (\$4,000.00);
13 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
14 226(e);

15 7. As to the Seventh Cause of Action:

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

18 8. As to the Ninth Cause of Action:

- 19 a. For civil penalties as provided in the Labor Code for each enumerated
20 violation;
21 b. For those Labor Code sections where there is no civil penalty provided for their
22 violation, the default penalty provided in Labor Code section 2699(f): for any
23 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
24 period; For any subsequent violation, two hundred dollars (\$200) for each
25 aggrieved employee per pay period;
26 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
27 d. For any other remedies as allowed by law and/or deemed appropriate by the
28 Court;

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9. For such other and further relief as this Court may deem just and proper,
including, but not limited to:
- a. Wages as proved at trial;
 - b. Injunctive and Declaratory relief;
 - c. Attorney's fees and costs as provided for by law; and
 - d. Interest.

Dated: January 25, 2024

Shimoda & Rodriguez Law, PC

By: _____



Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

1 *Sagastume v. The Woodbridge Golf & Country Club, et al.*
2 *San Joaquin County Superior Court of California STK-CV-UOE-2023-0010980*

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

5 I, Miriam Tapia, declare that:

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

8 On February 5, 2024, I served the following documents on the party below:

9 • **FIRST AMENDED CLASS ACTION COMPLAINT**

10 MAYALL HURLEY, P.C. 11 William J. Gorham III 12 2453 Grand Canal Boulevard 13 Stockton, California 95207 14 Telephone: (209) 477-3833 15 Facsimile: (209) 473-4818 16 Email: wgorham@mayallaw.com 17 vjkozina@mayallaw.com 18 jzeyen@mayallaw.com	
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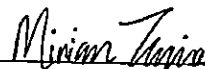
16 [] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal Service
18 and that each day's mail is deposited with the United States Postal Service that
19 same day in the ordinary course of business. On the date set forth above, I served
20 the aforementioned document(s) on the parties in said action by placing a true
21 copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, for
22 collection and mailing on this date, following ordinary business practices, at Salt
23 Lake City, Utah, addressed as set forth above.

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

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

24 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
25 personally delivered via the following overnight courier service: _____

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



Miriam Tapia

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

October 16, 2023

For Online Filing:

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

Re: *Sagastume v. The Woodbridge Golf & Country Club*

Dear Labor Commissioner,

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

The Woodbridge Golf & Country Club
P.O. Box 806
Woodbridge, CA 95258

Nick Salvetti
P.O. Box 806
Woodbridge, CA 95258

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 The Woodbridge Golf & Country Club and Nick Salvetti (“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 non-exempt employees who worked or continue to work for Defendants in California at any time between one (1) year prior to the filing of this notice to the present. 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 was employed with Defendants from April 7, 2023, to August 14, 2023, as a non-exempt employee. Plaintiff worked as a dishwasher and cook in the kitchen. He was paid \$17.5 per hour. Defendants manage a country club in Woodbridge, California. Plaintiff’s job



duties and responsibilities included but were not limited to ensuring that the Dish Station and kitchen were clean and sanitized, washing all wares, storing cleaned equipment and dishes in assigned storage areas, stocking serving stations, stocking refrigerators, cleaning trash receptacles with water or steam, moving dishwashing supplies from storage to work area, assisting in cleaning and preparing various foods for cooking, ensuring work areas remain safe, cleaning, and cooking. At first, Plaintiff was employed only as a dishwasher and was paid \$16.5 per hour. Later, Defendants added cooking to Plaintiff's job duties and responsibilities and increased his pay to \$17.5 per hour. Plaintiff did not receive the raise at the time of becoming a cook. However, on or about July 20, 2023, Defendants paid Plaintiff retroactive pay for the pay period of June 1, 2023, to June 15, 2023. Defendants paid Plaintiff at the rate of \$17.5 per hour for the pay period of June 16, 2023, to June 30, 2023.

Plaintiff and Aggrieved Employees worked over eight (8) hours a day and over forty (40) hours per week. Plaintiff worked in a fast-paced environment which was very busy. Plaintiff's schedule varied. Typically, Plaintiff worked from 9:00 a.m. to 9:00 p.m. However, Plaintiff worked over twelve hours per day when there were events and would end his shift approximately at 1:00 a.m., the next day. Defendants did not properly calculate the number of overtime and double wages owed to Plaintiff and Aggrieved Employees, failing to utilize the more favorable of the daily and/or weekly calculation methods where appropriate. For example, Defendants' defined workweek for overtime calculation purposes is Sunday to Saturday. Because Defendants pay employees on a bi-monthly basis, the defined workweek regularly overlaps two different pay periods. When calculating overtime owed, Defendants failed to account for this overlap and often paid a lower amount of wages due as a result. This also resulted in the total hours and wages paid that were identified on paystubs issued to Plaintiff and Aggrieved Employees being incorrect. Similarly, the dates for which the paystubs purported to cover were incorrect as hours were being incorrectly allocated between two pay periods.

Defendants did not authorize and permit Plaintiff to take uninterrupted meal and rest periods. Defendants did not relieve Plaintiff to take his meal and rest periods as a result of inadequate staffing and the high volume of work. Plaintiff complained to his supervisor, the Kitchen Cheff, named Matteo that Plaintiff had not been able to take his meal and rest periods because Defendants would not provide anyone to relieve him. Typically, Matteo would not respond to Plaintiff's complaints. However, on two occasions, Matteo informed Plaintiff that someone was going to relieve him for his meal periods, but no one relieved him. As a result, Plaintiff was not able to take all his meal and rest periods. Defendants required Plaintiff and Aggrieved Employees to clock in and out for meal periods. Thus, Plaintiff usually clocked in and out for meal periods but was not able to take meal periods and worked during the time that he was clocked out. Moreover, Plaintiff typically worked over ten (10) hours per day and was not able to take a second meal period as a result of Defendants' policies and practices of not providing relief for him to take his meal periods. Defendants lacked appropriate staffing for the amount of workload required to operate their business. Furthermore, Defendants' meal period policy was defective because it did not advise employees that they were entitled to a meal period



if they worked five hours in a day. Defendants' clocking in and out for meal period policy stated that employees must take a break if they work six (6) hours or more in a day. Aggrieved Employees were subject to the same meal period policies and practices. Therefore, Plaintiff is informed and believes that Aggrieved Employees were not able to take compliant meal periods. Also, Defendants did not authorize or permit Plaintiff to take a ten (10) minute rest break for every four hours or a fraction of thereof. Plaintiff was not able to take any rest breaks because Defendants did not provide anyone to relieve him for his breaks. Aggrieved Employees were subject to the same rest period policies and practices. Therefore, Plaintiff is informed and believes that Aggrieved Employees were not able to take compliant rest periods. Consequently, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked since Defendants did not pay Plaintiff and Aggrieved Employees for the time that they spent working during meal and rest periods. Defendants did not pay Plaintiff meal and rest period premiums for all noncompliant meal and rest periods. Plaintiff is informed and believes that Defendants did not pay Aggrieved Employees all meal and rest period premiums either.

As a result of Plaintiff and Aggrieved Employees working through meal and rest periods, Defendants did not accurately record Plaintiff's and Aggrieved Employees' meal periods, as well as minimum and overtime hours and wages, and the correct accrual of sick leave hours. As a result of these practices, Plaintiff and Aggrieved Employees were not paid wages for all hours worked and did not receive the proper accrual of sick leave hours.

Defendants also did not have a policy to reimburse Plaintiff and Aggrieved Employees or use of their personal cell phones for work purposes. Plaintiff and Aggrieved Employees used their personal cell phones to clock in and out using ADP clocking in app in their personal cell phone. Defendants did not reimburse Plaintiff and Aggrieved Employees for using their personal cell phones to clock in and out.

As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all minimum wages, overtime wages, and meal and rest period premiums owed, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of meal and rest period premiums owed, and the accurate gross and net wages earned.

As of this date of this letter, Defendants have not paid Plaintiff and Aggrieved Employees all the overtime wages, meal and rest period premiums, and sick leave wages owed to them.

The Woodbridge Golf & Country Club identified Nick Salvetti as its Chief Executive Officer in its filing of March 25, 2022, with the California Secretary of State. Plaintiff is informed and believes that Mr. Salvetti was responsible for creating and electing to implement the payroll and compensation policies and practices identified herein and/or that Mr. Salvetti was aware of such policies and practices and ratified them.



B. ALLEGATIONS AND CHARGES

Count 1 – 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 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 5, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 5, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Plaintiff and Aggrieved Employees for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 - 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 4 – 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 5 – 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 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including overtime, minimum wages, meal and rest period premiums, and sick leave wages, 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 7 – 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 reimbursements for cell phone



expenses used for work purposes by Plaintiff and Aggrieved Employees. This was in violation of the law.

Count 8 – 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. Nick Salvetti was an officer, director, shareholder, and/or managing agent of Defendant the Woodbridge Golf & Country Club responsible for the violations stated herein as he was 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 9 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 10 – 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

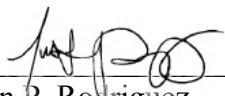


employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent 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 state above, Defendants failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA. Defendants failed to provide Plaintiff and Aggrieved Employees with all sick leave because they failed to provide Plaintiff and Aggrieved Employees with the accurate accrual sick hours since accrual of sick hours is based on the number of hours worked. Plaintiff will be seeking equitable, injunctive, and restitutionary relief to remedy these violations.

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: _____
Justin P. Rodriguez

JPR:rk

cc: Client via e-mail

1 *Sagastume v. The Woodbridge Golf & Country Club*

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

4 I, Elias Tapia, 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 October 16, 2023, I served the following documents on the party below:

- 8 • PRIVATE ATTORNEYS GENERAL ACT LETTER

9

10 The Woodbridge Golf & Country Club P.O. Box 806 Woodbridge, CA 95258	Nick Salvetti P.O. Box 806 Woodbridge, CA 95258
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11

12 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
13 and processing of correspondence for mailing with the United States Postal
14 Service and that each day's mail is deposited with the United States Postal
15 Service that same day in the ordinary course of business. On the date set forth
16 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 Elk Grove, California, addressed as set forth above.

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

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

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on October 16, 2023, at Elk Grove,
22 California.

23 
Elias Tapia

24
25
26
27
28

EXHIBIT D



Quotation Request:

Renald Konini
Shimoda & Rodriguez Law, PC
rkonini@shimodalaw.com
916.525.0716

Case Name:

Date:
RFP Number:

Sagastume v. The Woodbridge Country Club

Friday, June 21, 2024
19816007

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	403
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	403	\$604.50
USPS First Class Postage	Per Piece	\$0.66	403	\$265.98
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	81	\$161.20
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$97.99	1	\$97.99
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$2,674.67

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$95.00	1	\$95.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
			Sub Total:	\$95.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	403	\$503.75
USPS First Class Postage	Per Piece	\$0.66	403	\$265.98
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	40	\$80.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$3,680.33

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$830.00

WILL NOT EXCEED:				\$8,450.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's reworking, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT E

Date	Description	Total
10/16/2023	Administration Fee - Phone, Fax, Scan, Copying, Westlaw Legal Research Fee	\$500.00
10/16/23	Payment to LWD A - PAGA Filing Fee	\$75.00
10/16/23	Certified Mail - PAGA Letter	\$11.88
10/17/23	One Legal Service Fee - \$1000 complex fee, \$435 complaint fee, \$144.25 filing fee	\$1,579.25
10/24/23	Affordable Legal Service Fee - Service of Complaint The Woodbridge Golf	\$109.50
10/31/23	One Legal Service Fee - Proof of service	\$83.39
02/05/24	One Legal Service Fee - First Amended Complaint	\$101.92
02/06/24	One Legal Service Fee - Stipulation	\$122.51
02/28/24	Mediation - Mediator Fee	\$6,750.00
Anticipated	One Legal Service Fee - Preliminary Approval Motion	\$350.00
Anticipated	One Legal Service Fee - Notice of Hearing Re: Preliminary Approval Motion	\$85.00
Anticipated	One Legal Service Fee - Case Management Statement	\$85.00
Anticipated	One Legal Service Fee - Final Approval Motion	\$350.00
Anticipated	One Legal Service Fee - Compliance Declaration	\$110.00

TOTAL: \$10,313.45

EXHIBIT F

CALIFORNIA SUPERIOR COURT
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**

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

ATTENTION: All individuals who have worked, or continue to work, for Defendants in California as a non-exempt employee at any time between October 17, 2019, up 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 San Joaquin 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 Raul Sagastume ("Plaintiff" or "Class Representative"), and Defendants The Woodbridge Golf & Country Club and Nick Salvetti ("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 October 17, 2023, Plaintiff filed a Complaint against Defendants in the San Joaquin County Superior Court of California on behalf of himself and Class Members. The term "Action" means this putative class action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0010980. The Class Period is from October 17, 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 pay minimum wages, 3) failing to provide meal periods or pay premiums in lieu thereof, 4) failing to provide rest periods or pay premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to pay reimbursement for expenses, 8) failing to maintain accurate wage records, 9) failing to pay sick leave, 10) engaging in unfair competition, and 11) 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 worked, or continue to work, for Defendants in California as a non-exempt employee at any time between October 17, 2019, to [REDACTED]. The Agreement also applies to Aggrieved Employees, which are defined as all non-exempt employees who worked or continue to work for Defendants in California at any time October 16, 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 Three Hundred Thirty-Six Thousand Two Hundred Fifty Dollars (\$336,250) (“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 \$10,000, Class Representative’s Enhancement Payment of Ten Thousand Dollars (\$10,000), 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.

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 October 16, 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, including but not limited to claims for unpaid minimum wages, unpaid overtime, failure to furnish compliant meal and/or rest periods or payment of premium wages for same, unreimbursed business expenses, inaccurate wage statements, waiting time penalties, and unfair competition in violation of Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 510, 512, 1194, 2802, the applicable IWC Wage Order(s), and Business and Professions Code sections 17200 et seq., 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, including but not limited to claims for civil penalties based on violations of Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1, 2802, and the applicable IWC Wage Order(s). 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. *Sagastume v. The Woodbridge Golf & Country Club*, STK-CV-UOE-2023-0010980); (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. Sagastume v. The Woodbridge Golf & Country Club*, STK-CV-UOE-2023-0010980); (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://www.sjcourts.org/search-case-by-party/>. 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 10D, 180 E Weber Avenue, Stockton, California on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. 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://www.sjcourts.org/search-case-by-party/>. 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

William J. Gorham III
Vladimir J. Kozina
Mayall Hurley
A Professional Corporation
2453 Grand Canal Boulevard, Second Floor
Stockton, California 95207-8253
Telephone: (209) 477-3833
Facsimile: (209) 473-4818
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 [number]
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)
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Telephone: (916) 525-0716
Facsimile: (916) 760-3733

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

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

Date: _____

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 Preliminary Approval of Class Action and PAGA Settlement ("Motion") in the
3 above referenced case came before this Court, on _____ at 9:00 a.m., in Department
4 10D before the Honorable Barbara Kronlund, presiding. Named Plaintiff Raul Sagastume ("Plaintiff")
5 filed this putative class action on October 17, 2023. The operative Complaint alleges that Defendants
6 The 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.

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 worked, or continue to work, for Defendants in
28 California as a non-exempt employee at any time between October 17,

2019, up to either (1) the Preliminary Approval Date, or (2) June 30, 2024, whichever is earlier.

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

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

The Court also finds that preliminarily and conditionally certifying the settlement class is required to avoid each Class Member from litigating similar claims individually. This Settlement will

1 achieve economies of scale for Class Members with relatively small individual claims and conserve the
2 resources of the judicial system.

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

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

8 The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit
9 A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and
10 adequate and falls within the range of reasonableness of a settlement that could ultimately be given final
11 approval by this Court. The Court finds the Settlement was agreed upon only after extensive
12 investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who
13 took reasonable steps and measures to weigh the potential value of the disputed claims against the risks
14 of continued litigation. The Court also acknowledges that Class Members may present any objections to
15 the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the
16 preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms
17 therein as if stated here in full, including the \$336,250 Gross Settlement Amount.

18 The Court orders that Plaintiff Raul Sagastume will receive \$10,000 as a Class Representative
19 Enhancement Payment for his time and effort on behalf of Class Members and in exchange for his
20 general release of all his individual claims in addition to any amount Plaintiff may be entitled to under
21 the Agreement's pro rata distribution formula.

22 The Court approves of Apex Class Action acting as the Settlement Administrator in this case and
23 hereby appoints them to fulfill those duties as outlined in the Agreement. The Settlement Administrator
24 will take its fees out of the Gross Settlement Amount, whose fees are not to exceed \$10,000. Any
25 difference between the actual cost of the Settlement Administrator and the approved payment will be
26 redistributed to Qualified Claimants on a pro-rata basis.

27 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
28 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits can be

1 accurately traced as set forth in the Agreement, Plaintiffs and Class Counsel were able to negotiate on
2 behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request
3 is a specific, lump-sum percentage of the Gross Settlement Amount. *See Paul, Johnson, Alston & Hunt*
4 *v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v.*
5 *Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016). The Court finds the attorneys' fees request of
6 thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, \$117,687.50, to be appropriate
7 compensation for Class Counsel. The attorneys' fees request is within the range that has been approved
8 by other Courts in similar cases and is reasonable in light of the circumstances of this case, the
9 substantial and beneficial results obtained on behalf of Class Members, and the contingent nature of the
10 recovery over the course of this case, which included potential loss at summary judgment, certification,
11 and/or trial proceedings. Additionally, the Court orders that up to \$15,000 of the settlement proceeds
12 will be paid to Class Counsel for reasonable costs incurred in this case. Any difference between the
13 actual costs incurred and the \$15,000 shall be paid to the Qualified Claimants on a pro-rata basis.

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

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

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

1 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
2 **INCLUDING THE NOTICE OF SETTLEMENT**

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

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

FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of March 20, 2024, 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