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individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF PLACER

KATHLEEN ALVAREZ and JEANNE
BOOTH, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

ROSEVILLE CARDIOLOGY MEDICAL
ASSOCIATES, INC., a California
Corporation; GEORGE FEHRENBACHER,
an individual; STEPHEN PETERS, an
individual; SANJAY YADLAPALLI, an
individual; and DOES 1 to 100, inclusive,

Defendants.

Case No. S-CV-0051855

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: March 11, 2025

Time: 8:30 a.m.

Dept.: 42

Judge: Hon. Trisha J. Hirashima

Filed: December 18, 2023

FAC Filed: February 29, 2024

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on March 11, 2025, at 8:30 a.m., in Department 42 before the
4 Honorable Trisha J. Hirashima, presiding. Plaintiffs Kathleen Alvarez and Jeanne Booth (“Plaintiffs”)
5 filed this putative class action on December 18, 2023. The operative Complaint alleges that Defendants
6 Roseville Cardiology Medical Associates, Inc., George Fehrenbacher, Stephen Peters, and Sanjay
7 Yadlapalli (“Defendants”) violated California law by 1) failing to pay overtime wages, 2) failing to pay
8 minimum wages, 3) failing to provide meal periods, 4) failing to provide rest periods, 5) failing to
9 provide accurate wage statements, 6) failing to timely pay all final wages, 7) failing to reimburse
10 employees for incurred expenses, 8) failing to pay vested vacation time, and 9) engaging in unfair
11 competition. Plaintiffs have also alleged Defendants are liable for civil penalties under the Private
12 Attorney’s General Act (“PAGA”) based on these violations. Plaintiffs sought attorney’s fees and costs
13 as part of this Action. Defendants denied all of Plaintiffs’ claims and denied that this case was
14 appropriate for class treatment. No class has been certified. The class settlement was preliminarily
15 approved by this Court on October 9, 2024.

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

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

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

1 All non-exempt employees who worked, or continue to work, for
2 Roseville Cardiology Medical Associates, Inc., in California at any time
between December 18, 2019, up to October 9, 2024.

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

6 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
7 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
8 records, individuals who fall within the definition and the number of Class Members would make
9 joinder impractical. The commonality and predominance requirements are met for settlement purposes
10 since there are questions of law and fact common to Class Members. The common questions of law or
11 fact in this case all stem from Plaintiffs' contentions that Defendants caused the violations outlined
12 above by 1) failing to incorporate the value of nondiscretionary bonuses into Plaintiffs and putative class
13 members regular rates of pay for the purpose of calculating overtime wages, meal and rest period
14 premiums, and sick leave, 2) failing to authorize and permit Plaintiff and similarly situated employees to
15 take uninterrupted meal and rest periods due to inadequate staffing and high volume of work, 3) failing
16 to pay Plaintiff and similarly situated employees for working during their meal periods while they were
17 clocked out, 4) having a meal period policy that was defective because Defendants manager informed
18 Plaintiffs and similarly situated employees that they were supposed to take their meal periods prior to
19 the completion of the sixth hour of work, 5) having practices that resulted in Plaintiff and similarly
20 situated employees take late meal periods, 6) failing to provide Plaintiff and similarly situated
21 employees with a second meal period when they worked shifts of ten (10) hours or more, 7) having
22 practices that resulted in Plaintiff and similarly situated employees take late rest periods, 8) failing to
23 pay Plaintiffs and similarly situated employees for the time that they spent reading and responding to
24 work-related texts, and/or phone calls after work hours which also resulted in unpaid overtime, 9) failing
25 to have a policy to reimburse Plaintiffs and similarly situated employees for the use of their personal cell
26 phones and home internet for work purposes, 10) failing to pay Plaintiffs and similarly situated
27 employees for all the accrued vacation PTO that that they had earned during their employment, and 11)
28 failing to provide Plaintiffs and similarly situated employees with all their earned sick pay based on the

1 hours worked because Defendants did not consider Plaintiffs and similarly situated employees off-the-
2 clock hours worked during their meal periods and responding to texts in calculating the sick pay accrual
3 for them. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims
4 also derive from these violations. Additionally, Class Members seek the same remedies under state
5 law. The typicality requirement for settlement purposes is also satisfied since the claims of the Class
6 Representatives are based on the same facts and legal theories as those applicable to the class members.

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

10 The Court finds that Plaintiffs Kathleen Alvarez and Jeanne Booth and Plaintiffs' counsel,
11 Galen T. Shimoda, Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be
12 adequate representatives of the settlement class. The Court appoints them as Class Representatives and
13 Class Counsel, respectively.

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

15 The Court has again reviewed the preliminarily approved Agreement, which was submitted with
16 Plaintiffs' Motion as Exhibit A. The Court finds that final approval is warranted as the Settlement falls
17 within the range of reasonableness and is fair, reasonable, and adequate for the class. The Court finds
18 the Settlement was agreed upon only after extensive investigation, litigation, and arms-length
19 negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to
20 weigh the potential value of the disputed claims against the risks of continued litigation. Class Members
21 were able to object to the Agreement and its terms through the administration process and at a fairness
22 or opt-out of being bound by the preliminarily approved Agreement.

23 No objections were made by Class Members and no Class Members opted out of the settlement.
24 Because the Court finds the Parties' settlement to have been agreed upon only after extensive
25 investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court
26 gives final approval to the Agreement and all terms therein as if stated here in full, including the
27 \$310,000.00 Gross Settlement Amount.

1 The Court finds that an award of fees under the common fund doctrine in this case because there
2 is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and
3 Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in
4 the Agreement, Plaintiffs and Class Counsel were able to negotiate on behalf of Class Members, and the
5 fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum
6 percentage of the Gross Settlement Amount. *See Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d
7 268, 271 (9th Cir. 1989); *Serrano v. Priest*, 20 Cal.3d 25, 34-35 (1977); *Laffitte v. Robert Half Internat.,*
8 *Inc.*, 1 Cal.5th 480, 506 (2016); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer
9 who recovers a common fund for the benefit of persons other than . . . her client is entitled to a
10 reasonable attorney’s fee from the fund as a whole.”). The Court finds the attorneys’ fees request of
11 thirty-five percent (35%) of the Gross Settlement Amount, *i.e.*, \$108,500, to be appropriate
12 compensation for Class Counsel. The attorneys’ fees request is within the range that has been approved
13 by other Courts in similar cases and is reasonable in light of the circumstances of this case, the
14 substantial and beneficial results obtained on behalf of Class Members, and the contingent nature of the
15 recovery over the course of this case, which included potential loss at summary judgment, certification,
16 and/or trial proceedings. Additionally, the Court orders that \$11,850.91 of the settlement proceeds being
17 paid to Class Counsel for reasonable costs incurred in this case.

18 The Court orders and approves Apex Class Action to act as the Settlement Administrator in this
19 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are
20 \$4,990. Any difference between the actual Settlement Administrator Costs and the approved amount
21 will be added to the Net Settlement Amount for distribution between the Participating Class Members
22 pro rata as set forth in the Agreement.

23 The Court approves the Enhancement Payments to Plaintiffs Kathleen Alvarez and Jeanne Booth
24 in the amount of \$10,000 each from the Gross Settlement Amount for their work on behalf of the Class
25 Members, PAGA Members, and the LWDA, and in exchange for their general release of all their
26 individual claims in addition to any amount Plaintiff may be entitled to under the Agreement’s pro rata
27 distribution formula.

1 The Court approves of the Ten Thousand Dollars (\$10,000) PAGA Payment, which shall be paid
2 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the
3 alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and
4 Workforce Development Agency (“LWDA”) and Twenty-Five percent (25%) will be paid to PAGA
5 Members on a pro rata basis as described in the Agreement. The Court also finds that based on the facts
6 of this case and the disputed issues, the Agreement provides a recovery that creates an effective,
7 substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code
8 and LWDA.

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

14 The releases and waivers for Class Members who did not opt out of being bound by the
15 Agreement (*i.e.* Participating Class Members), PAGA Members, and the Class Representatives are also
16 approved by the Court as set forth in the Agreement.

17 **III. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
18 **INCLUDING THE NOTICE OF SETTLEMENT**

19 The Court finds that the Notice of Settlement, which was submitted with Plaintiff’s Motion as
20 Exhibit A to the Declaration of Katherine Rovertoni, fairly and adequately advised Class Members of
21 the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the
22 number of workweeks worked during the Class Period, their pro rata share of the Net Settlement
23 Amount, how to participate in the settlement, how to file documentation in opposition to the proposed
24 settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of
25 Settlement and proposed distribution of such notice by first class mail to each identified Class Member
26 at his or her most recent address based on a National Change of Address database search from the Class
27 Members’ last known address and a skip trace on any Class Members who have the Notice of Settlement
28

returned as “undeliverable” or “not at this address” comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

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

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Members, 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 30 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 PAGA Members	Within 7 calendar days after Defendants have funded the settlement
Last day for Participating Class Members and PAGA Members to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Members
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

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to

the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement pursuant to California Civil Procedure Code section 664.6. Final accounting hearing set July 15, 2025, at 8:30 a.m. in Dept. 42. Final accounting status report to be filed by July 7, 2025.

IT IS SO ORDERED.



Date: 03/31/2025

By: /s/ Hon. Trisha Hirashima
Judge of the Superior Court