

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: Kyle@bamlawca.com

Website: www.bamlawca.com

Timothy B. Del Castillo (State Bar #277296)

tdc@castleemploymentlaw.com

Kent L. Bradbury (State Bar #279402)

kb@castleemploymentlaw.com

CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC

2999 Douglas Blvd., Suite 180

Roseville, CA 95661

Telephone: (916) 245-0122

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

RUTH OYENIYI ABE, MISTY BECK, and
SARAH CHRISTIAN, individually, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF
GREATER SACRAMENTO, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **23CV008763**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: July 11, 2025

Hearing Time: 9:00 a.m.

[Hearing scheduled by Order dated February 24, 2025]

Judge: Hon. Jill H. Talley

Dept: 23

Date Filed: October 6, 2022

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on July 14, 2025, the Court entered the
3 Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto
4 as Exhibit #1.

5 Respectfully submitted,

6 Dated: July 15, 2025

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

8 By: /s/ Kyle Nordrehaug
9 Kyle R. Nordrehaug
Attorneys for Plaintiffs

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

1. Notice of Entry of Judgment

JACKSON LEWIS P.C.
Cary G. Palmer
Taryn A. McLaughlin
400 Capitol Mall, Ste.1600
Sacramento, CA 95814
Email(s): cary.palmer@jacksonlewis.com; taryn.mclaughlin@jacksonlewis.com

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

Executed on July 15, 2025, at San Diego, California.

By: /s/ Kyle Nordrehaug
 Kyle R. Nordrehaug

EXHIBIT #1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Fax: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff
RUTH OYENIYI ABE

TIMOTHY B. DEL CASTILLO (SBN: 277296)
tdc@castleemploymentlaw.com
KENT L. BRADBURY (SBN: 279402)
kb@castleemploymentlaw.com

CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

Attorneys for Plaintiffs
MISTY BECK AND SARAH CHRISTIAN

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

RUTH OYENIYI ABE, MISTY BECK,
and SARAH CHRISTIAN, individually,
on behalf of themselves and on behalf of
all persons similarly situated,

Plaintiffs,

vs.

UNITED CEREBRAL PALSY OF
GREATER SACRAMENTO, INC.,
a Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 23CV008763

ASSIGNED FOR ALL PURPOSES TO:
JUDGE JILL TALLEY
DEPARTMENT 23

~~PROPOSED~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT**

Hearing Date: July 11, 2025
Hearing Time: 9:00 a.m.

Complaint Filed: September 20, 2023
FAC Filed: September 3, 2024
Trial Date: Not Set

The above-referenced Class Action and PAGA Representative Action ("Action") having
come before the Court on July 11, 2025, in Department 23 before the Honorable Jill Talley,

1 presiding for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement
2 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
3 (“Preliminary Approval Order”), filed and entered February 24, 2025, and as set forth in the Joint
4 Stipulation of Class Action and PAGA Settlement and Release Between Plaintiffs and Defendant
5 (“Stipulation of Settlement”) in this Action, and due and adequate notice having been given to all
6 Class Members and PAGA Members as required in the Preliminary Approval Order, and the Court
7 having considered all papers filed and proceedings had herein and otherwise being fully informed,
8 and good cause appearing therefor,

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

10 1. All terms used herein shall have the same meaning as defined in the Stipulation of
11 Settlement.

12 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
13 “Settlement Class” and “Class Members” shall mean all persons employed by Defendant in
14 California as a non-exempt employee from September 20, 2019 through August 8, 2024. The
15 Settlement Class, however, shall not include any person who previously settled or released the
16 claims covered by this Settlement, or any person who previously was paid or received awards
17 through civil or administrative actions for the claims covered by this Settlement, or any person who
18 submitted a timely and valid Request for Exclusion as provided in this Settlement. The ten (10)
19 individuals who requested exclusion (“opted out”) are set forth in the Declaration of Nathalie
20 Beltran; the individuals who opted out are not Class Members of the Settlement, but remain PAGA
21 Members. The “Class Period” shall be September 20, 2019 through August 8, 2024. All Class
22 Members who worked any hours for Defendant in California during any pay period from September
23 20, 2022 through August 8, 2024 are aggrieved employees with respect to the California Private
24 Attorneys General Act (“PAGA”) (“PAGA Members”). PAGA Members will be paid their PAGA
25 Share and release the Released PAGA Claims regardless of whether they submit a timely and valid
26 Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves
27 from, or to opt out of, the Released PAGA Claims (defined below). For purposes of the Settlement
28 and this Final Order, “Released Parties” as referenced herein and as released in the Settlement shall

1 collectively mean: (i) Defendant; (ii) each of Defendant's respective, present and future parents,
2 subsidiaries, partners and affiliates, including, without limitation, any corporation, limited liability
3 company or partnership; (iii) the past, present and future board members, directors, officers, agents,
4 employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants,
5 representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and
6 assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with
7 any of the foregoing.

8 3. This Court has jurisdiction over the subject matter of this Action and over all Parties
9 to this Action, including all Class Members and PAGA Members.

10 4. Distribution of the Class and PAGA Notice directed to the Class Members and
11 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
12 has been completed in conformity with the Preliminary Approval Order, including notice to all
13 Class Members and PAGA Members who could be identified through reasonable effort, and is the
14 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
15 adequate notice of the proceedings and of the matters set forth therein, including the proposed
16 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
17 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
18 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered
19 by and included within the Settlement and this Final Order.

20 5. The Court hereby finds the Settlement is fair, adequate and reasonable and that
21 Plaintiffs have satisfied the standards and applicable requirements for final approval of this class
22 action Settlement under California law, including the provisions of California Code of Civil
23 Procedure section 382 and California Rule of Court, rule 3.769.

24 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
25 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
26 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
27 reached as a result of arms-length negotiations and private mediation. The Court further finds that
28 the Parties have conducted investigation and research, and counsel for the Parties are able to

1 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
2 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
3 the further prosecution of the Action. The Court has reviewed the benefits that are being granted
4 as part of the Settlement and recognizes the significant value to the Class Members and PAGA
5 Members. The Court also finds that the Settlement Class is properly certified as a class for
6 settlement purposes only.

7 7. The Maximum Settlement Amount under the Settlement is \$1,350,000.00, which
8 includes all payments to Class Members, PAGA Members, Class Counsel's attorneys' fees, Class
9 Counsel's litigation expenses and costs, the enhancement award to the class representatives,
10 penalties of any nature, including PAGA penalties and settlement administration expenses.
11 Defendant shall fund the Maximum Settlement Amount after the Effective Date and on October
12 31, 2025. The Effective Date is the date when all of the following events have occurred: (i) this
13 Stipulation of Settlement has been executed by all Parties and by counsel for Plaintiffs and
14 Defendant; (ii) the Court has given preliminary approval to the Settlement; (iii) the class settlement
15 notice has been provided to the Settlement Class, providing them with an opportunity to opt out of
16 or to object to the Settlement; (iv) the Court has held a formal Final Approval hearing and entered
17 a final order and judgment certifying the Settlement Class and finally approving this Stipulation of
18 Settlement, and without objection from the LWDA; and (v) in the event there are objections to the
19 Settlement which are not later withdrawn, the later of the following events: when the period for
20 filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without
21 any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or other
22 appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no
23 right to pursue further remedies or relief; or any appeal, writ or other appellate proceeding has
24 upheld the Court's final order with no right to pursue further remedies or relief. The Settlement
25 Administrator shall make the distributions from the Maximum Settlement Amount within thirty-
26 five (35) calendar days after the Effective Date.

27 8. As of the date of entry of this Final Order and full funding of the Maximum
28 Settlement Amount, each and every Released Class Claim (as defined in the Stipulation of

1 Settlement and set forth below) of each and every Class Member is and shall be deemed to be
2 conclusively released as against the Released Parties. As of the date of this Final Order, the Class
3 Representatives and each and every Class Member who have not submitted a valid Request for
4 Exclusion are hereby released and forever barred and enjoined from prosecuting the Released Class
5 Claims, except as to such rights or claims as may be created by the Settlement, against Defendant
6 and the Released Parties. The Released Class Claims are any and all claims under state, federal
7 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
8 Action based on the factual allegations contained in the operative Complaint in this Action and any
9 amendments thereto, as to the Class Members, including without limitation, California Labor Code
10 sections 200-204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 515,
11 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, California Industrial Commission Wage
12 Orders, California Code of Regulations, Title 8, section 11040, *et seq.*, Business and Professions
13 Code section 17200, *et seq.* and California Code of Civil Procedure section 1021.5, and including
14 all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or
15 double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during
16 employment, timely payment of wages at separation, wage statements, payroll records, failure to
17 provide accurate wage statements, unreimbursed business expenses, meal periods and meal period
18 premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure to pay
19 additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for
20 payments received under the Settlement, unfair competition, unfair business practices, unlawful
21 business practices, fraudulent business practices, class actions, representative actions, aggrieved
22 party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties,
23 wage statement penalties and waiting-time penalties), interest, fees, costs, as well as all other claims
24 and allegations alleged in the Action (collectively, “Released Class Claims”) from September 20,
25 2019 through August 8, 2024 (“Class Release Period”). Expressly excluded from the release are
26 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
27 Act, unemployment insurance, disability, social security, workers’ compensation, or claims outside
28 the Class Release Period. In addition, as of the date of this Final Order, the Class Representatives

1 and the Settlement Class, and each member of the Class who has not submitted a valid Request for
2 Exclusion, are forever barred and enjoined from instituting or accepting damages or obtaining relief
3 against the Released Parties for any period from September 20, 2019 through August 8, 2024.

4 9. As of the date of entry of this Final Order and full funding of the Maximum
5 Settlement Amount, the claims to be released by the PAGA Members include all claims arising
6 during the PAGA Period seeking civil penalties under PAGA, that Plaintiffs as proxy for the State
7 of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney
8 general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have
9 asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited
10 to all claims arising under the California Labor Code including, but not limited to, sections 200-
11 204, 210, 218, 221, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 256, 510, 512, 515, 1174, 1174.5,
12 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.* and 2802 as alleged in the Operative Complaint,
13 and the wage orders of the California Industrial Welfare Commission based the facts alleged in the
14 Action (collectively, “Released PAGA Claims”). The Settlement shall release and bar all Released
15 PAGA Claims by or on behalf of Plaintiffs and all PAGA Members from September 20, 2022
16 through August 8, 2024 (“PAGA Release Period”), and for the entire PAGA Release Period,
17 regardless of whether Plaintiffs and/or a PAGA Member negotiates (cashes) their/his/her settlement
18 checks sent pursuant to the Settlement. PAGA Members cannot and do not have the right to opt
19 out of the PAGA Group and/or release their PAGA claims against the Released Parties. As such,
20 an individual opting out of the Settlement Class has no impact as to their/his/her standing and/or
21 inclusion in the PAGA Group assuming they/he/she qualify(ies) as a PAGA Member.

22 10. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
23 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
24 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
25 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
26 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
27 may be used as, an admission by or against Defendant, or any of the other Released Parties, of any
28 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of

1 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
2 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
3 by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any
4 action or proceeding in any court, administrative agency or other tribunal for any purpose
5 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
6 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
7 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
8 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
9 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
10 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
11 Released Class Claims and the Released PAGA Claims.

12 11. The Court hereby enters judgment in the entire Action as of the filing date of this
13 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
14 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
15 interpretation, implementation and enforcement of the Settlement and all orders entered in
16 connection therewith pursuant to California Code of Civil Procedure section 664.6.

17 12. The Court finds the settlement payments provided for under the Settlement to be fair
18 and reasonable in light of all of the circumstances. The Court orders the calculations and the
19 payments to be made and administered in accordance with the terms of the Settlement.

20 13. The Court hereby confirms Blumenthal Nordrehaug Bhowmik De Blouw LLP and
21 Castle Law: California Employment Counsel, PC as Class Counsel for the Settlement Class and for
22 all PAGA Members.

23 14. The Court further finds that the common fund doctrine is applicable to this Action
24 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
25 accurately traced to the Settlement that Plaintiffs and Class Counsel negotiated on behalf of the
26 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
27 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
28 Court finds the attorneys’ fees request of thirty-three and one-third percent (33 1/3%) of the

1 Maximum Settlement Amount to be appropriate compensation for Class Counsel. The attorneys'
2 fees request is within the range that has been approved by other courts in similar cases and
3 reasonable in light of the circumstances of this Action, the substantial and beneficial results
4 obtained on behalf of the Class, and the contingent nature of the recovery over the course of this
5 Action, which included potential loss at summary judgment, certification and/or trial proceedings.
6 Pursuant to the terms of the Settlement, and the authorities, evidence, and argument submitted by
7 Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of \$450,000.00
8 and attorneys' costs in the amount of \$12,251.61, from the Maximum Settlement Amount as final
9 payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or
10 owed to Class Counsel and any other person or entity related to this Action. The Court further
11 orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered
12 pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the
13 bank account of "Blumenthal Nordrehaug Bhowmik De Blouw LLP and Castle Law: California
14 Employment Counsel, PC" as Class Counsel in this Action.

15 15. The Court also hereby approves and orders payment of an Enhancement Award to
16 Plaintiffs and Class Representatives Ruth Oyeniyi Abe, Misty Beck and Sarah Christian in the
17 amount of \$10,000.00 per Class Representative from the Maximum Settlement Amount.

18 16. The Court also hereby approves and orders payment in the amount of \$20,250.00
19 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
20 Workforce Development Agency. The Court also hereby approves and orders payment in the
21 amount of \$6,750.00 from the Maximum Settlement Amount as the Net PAGA Settlement Amount
22 to be distributed to the PAGA Members. The amount to be paid per workweek to PAGA Members
23 will be calculated by the Settlement Administrator by dividing the Net PAGA Settlement Amount
24 by the aggregate number of weeks worked by PAGA Members.

25 17. The Court also hereby approves and orders payment from the Maximum Settlement
26 Amount for actual claims administration expenses incurred by the Settlement Administrator, ILYM
27 Group, in the amount of \$11,150.

28 18. The Court also hereby approves and orders that any residue from uncashed

1 settlement award checks after the expiration date, which shall not be less than 180 days after the
2 issuance of the check, will be paid out to Koinonia Family Services, as the *cypres* recipient pursuant
3 to California Code of Civil Procedure section 384(b); any residue received by Koinonia Family
4 Services shall be used solely for child advocacy programs within the State of California pursuant
5 to Code of Civil Procedure section 384(b).

6 19. The Court also hereby finds and orders that the Stipulation of Settlement is and
7 constitutes a fair, adequate, and reasonable compromise of the Released Class Claims against
8 Defendant and the Released Parties.

9 20. Provided the Settlement becomes effective under the terms of the Stipulation of
10 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
11 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
12 Implementation Schedule within the Preliminary Approval Order.

13 21. The Court also hereby finds that there were no objections to the Settlement raised
14 by any person on the record at the hearing on the Final Approval Order.

15 22. A settlement compliance hearing is set for June 26, 2026 at 10:30 a.m. in
16 Department 23. At least 15 days prior to the settlement compliance hearing, Class Counsel shall
17 file a declaration regarding the status of the distribution of the settlement funds. If the Court is
18 satisfied that the settlement funds have been fully distributed, no appearance will be required at the
19 settlement compliance hearing.

20 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**

21
22 Dated: 07/14/2025

23 *Jill Talley*
24 Honorable Jill Talley
25 Jill H. Talley, Judge

