

FILED
YOLO SUPERIOR COURT

AUG 28 2025

By

Deputy

C. PALOS

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Austin D. Sork (Cal. State Bar No. 360918)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com
asork@shimodalaw.com

Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF YOLO

RAYMOND BARRERAS, individually and
on behalf of all other similarly situated
employees,

Plaintiff,

vs.

JESSEE HEATING & AIR CONDITIONING,
a California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. CV2024-2137

Assigned for All Purposes To:
Hon. Samuel T. McAdam
Department 14

CLASS ACTION

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

Date: August 28, 2025
Time: 9:00 a.m.
Dept.: 14
Judge: Hon. Samuel T. McAdam

Filed: August 21, 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 August 28, 2025, at 9:00 a.m., in Department 14
4 before the Honorable Samuel T. McAdam, presiding. Plaintiff Raymond Barreras ("Plaintiff") filed
5 this putative class action on August 21, 2024. The operative Complaint alleges that Defendant Jessee
6 Heating & Air Conditioning ("Defendant"), violated California law by failing to pay overtime wages,
7 failing to pay minimum wages, failing to provide meal period or pay premiums in lieu thereof, failing
8 to provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements,
9 failing to pay final wages, failing to reimburse expenses, and engaging in unfair competition. Plaintiff
10 has also alleged Defendant is liable for civil penalties under the Private Attorney's General Act
11 ("PAGA") based on these violations. Plaintiff sought attorneys' fees and costs as part of this Action.
12 Defendant denied all of Plaintiff's claims and denied that this case was appropriate for class treatment.
13 No class has been certified.

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

22 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
23 **CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

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

26 All non-exempt employees who worked or continue to work for Defendant
27 in California at any time between August 21, 2020, up to June 9, 2025.
28

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

4 The Court finds that Class Members meet the ascertainability and numerosity requirements since
5 the parties can identify with a matter of certainty, based on payroll records, individuals who fall within
6 the definition and the number of Class Members would make joinder impractical. The commonality and
7 predominance requirements are met for settlement purposes since there are questions of law and fact
8 common to Class Members. The common questions of law or fact in this case all stem from Plaintiff's
9 contentions that Defendant caused the violations outlined above by 1) requiring employees to work off-
10 the-clock before their shift, after their shift, and during times they were clocked out for meal periods and
11 unilaterally deducted hours worked from employees' timecards based on inaccurate GPS records,
12 resulting in unpaid minimum wages and overtime, 2) engaging in unlawful rounding of employees'
13 hours worked, 3) failing to properly calculate the regular rate of pay for premium wage payments,
14 including overtime, sick leave, reporting time pay, and meal and rest period premiums, 4) not
15 authorizing and permitting employees to take all meal and rest periods owed to them, 5) failing to
16 reimburse employees for the use of their personal vehicles, cell phones, and home internet, and 6)
17 issuing inaccurate and incomplete wage statements. The PAGA, waiting time penalty, wage statement
18 violation, and unfair competition claims also derive from these violations. Additionally, Class
19 Members seek the same remedies under state law. The typicality requirement for settlement purposes is
20 also satisfied since the claims of the Class Representative is based on the same facts and legal theories as
21 those applicable to the Class Members.

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

26 The Court finds that Plaintiff Raymond Barreras and Plaintiff's counsel, Galen T. Shimoda and
27 Justin P. Rodriguez of Shimoda & Rodriguez Law, PC, to be adequate representatives of the settlement
28 class. The Court appoints them as Class Representative and Class Counsel, respectively.

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$700,000.00 Gross Settlement Amount.

The Court approves of ILYM Group, Inc. acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). The amounts allocated under the Agreement for attorney's fees and costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs shall be included in the Notice of Settlement to enable Class Members to review and comment thereon. The Court will consider the reaction of Class Members when evaluating the reasonableness of the requested amounts at final approval. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 (C.D. Cal. 2005) ("The absence of objections or disapproval by class members to Class Counsel's fee request further supports finding the fee request reasonable"). Plaintiff and Class Counsel are directed to provide

1 information in connection with the motion for final approval that will enable the Court to assess the
2 appropriateness of any requested fee percentage, to perform a lodestar cross check of the requested fee
3 percentage, and to quantify the amount of time spent by Plaintiff on this case and any further risks
4 and/or burdens incurred as a result of acting as Class Representative. Class Counsel is also directed to
5 provide an updated declaration and itemization regarding actual litigation costs incurred. The
6 Settlement Administrator shall also submit a declaration attesting to Settlement Administrator Costs
7 incurred. The Court will review these amounts and allocations in connection with the final approval
8 hearing. To the extent the Court ultimately awards less than the amounts allocated under the Agreement
9 for attorney's fees and costs, any Enhancement Payment, and/or Settlement Administrator Costs, the
10 difference between the amounts awarded and the amounts requested shall be added to the Net Settlement
11 Amount for distribution to Participating Class Members pro rata as set forth in the Agreement.

12 The Court approves of the Forty Thousand Dollars and Zero Cents (\$\$40,000.00) PAGA
13 Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement
14 Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will
15 be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%)
16 will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also
17 finds that the Agreement provides a recovery that creates an effective, substantial deterrent to any
18 potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

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

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

1 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
2 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

3 The Court finds that the proposed Notice of Settlement, filed with this Motion as Exhibit F and
4 incorporated by reference, fairly and adequately advises Class Members of the terms of the Agreement,
5 the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked
6 during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the
7 settlement, how to file documentation in opposition to the proposed settlement, and when to appear at
8 the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice
9 of Settlement and proposed distribution of such notice by first class mail to each identified Class
10 Member at his or her most recent address based on a National Change of Address database search from
11 the Class Members' last known address and a skip trace on any Class Members who have the Notice of
12 Settlement returned as "undeliverable" or "not at this address" comports with all constitutional
13 requirements, 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 of
16 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
17 intrusion on their privacy rights. Hence, the Court orders Defendant to provide Class Member
18 information to the Settlement Administrator as set forth in the Agreement and any other information the
19 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The
20 Class Member information will be provided to the Settlement Administrator only, and not to Plaintiff or
21 Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement
22 Administrator shall only use this information for the purposes identified in the Agreement and shall keep
23 this information confidential consistent with the terms of the Agreement.

24 **IV. IMPLEMENTATION SCHEDULE**

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

27 Last day for Defendant to provide Settlement 28 Administrator with Class Member and Aggrieved 29 Employee information	Within 7 calendar days after the Preliminary Approval Date
---	---

1	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 Defendant
2		
3		
4	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
5		
6		
7	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
8		
9		
10	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, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
11		
12		
13		
14	Gross Settlement Amount Funding Schedule	As set forth in Sections 5.1.1 through 5.1.5 of the Agreement
15		
16	Last day for Settlement Administrator to deliver first disbursement of Class Counsel's attorney's fees and costs, Enhancement Payment, Settlement Administrator Costs, and payment to Participating Class Members.	Within fourteen (14) calendar days after the Effective Date or December 15, 2025, whichever is later
17		
18		
19	Last day for Settlement Administrator to deliver second disbursement for PAGA Payment, payment to Aggrieved Employees, and remaining amounts owed for Class Counsel's attorney's fees and costs, Enhancement Payment, Settlement Administrator Costs, payment to Participating Class Members.	Within seven (7) calendar days after the fourth installment or August 7, 2026, whichever is later
20		
21		
22		
23		
24	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
25		
26		
27	Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after the settlement check cashing deadline from the second disbursement
28		

1 Last day for Settlement Administrator to provide
2 Parties with compliance declaration

Within 21 calendar days after settlement
check cashing deadline from the second
disbursement

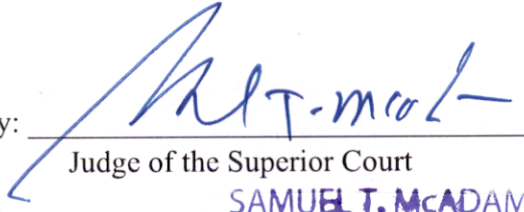
3
4 **V. FINAL APPROVAL AND HEARING**

5 The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date
6 of November ²⁰~~21~~, 2025, at 9:00 a.m., with briefs and supporting documentation to be submitted (Sth)
7 according to the California Code of Civil Procedure, in this Department. Participating Class Members
8 may object as set forth in the Agreement as well as appear and present such objections at the fairness
9 hearing in person or by counsel.

10 If for any reason the Court does not grant final approval of the Agreement, all evidence and
11 proceedings held in connection therewith shall be without prejudice to the status quo and rights of the
12 parties to the litigation, including all challenges to personal jurisdiction and to class certification for any
13 purpose other than approving a settlement class. The parties will revert to their respective positions as if
14 no settlement had been reached at all.

15 **IT IS SO ORDERED.**

16
17 Date: 8/28/2025

By: 

Judge of the Superior Court

SAMUEL T. McADAM

TENTATIVE RULING

Case:

**Barreras v. Jessee Heating & Air Conditioning
Case No. CV-2024-2137**

Hearing Date:

August 28, 2025

Department Fourteen

9:00 a.m.

Parties are **DIRECTED TO APPEAR** for a hearing on plaintiff Raymond Barreras' unopposed motion for preliminary approval of class action and PAGA settlement. (Cal. Rules of Court, rule 3.769(c), (d).)