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individually and on behalf of similarly situated employees

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YOLO SUPERIOR COURT
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BY [signature] DEPUTY
B. PUEBLA

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** STM **[~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: November 20, 2025 Time: 9:00 a.m. Dept.: 14 Judge: Hon. Samuel T. McAdam Filed: August 21, 2024 Trial Date: None Set

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TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

The Motion for Final Approval of Class Action and PAGA Settlement ("Motion") in the above referenced case came before this Court, on November 20, 2025, at 9:00 a.m., in Department 14 before the Honorable Samuel T. McAdam, presiding. Plaintiff Raymond Barreras ("Plaintiff") filed this putative class action on August 21, 2024. The operative Complaint alleges that Defendant Jessee Heating & Air Conditioning ("Defendant"), violated California law by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal period or pay premiums in lieu thereof, failing to provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements, failing to pay final wages, failing to reimburse expenses, and engaging in unfair competition. Plaintiff has also alleged Defendant is liable for civil penalties under the Private Attorney's General Act ("PAGA") based on these violations. Plaintiff sought attorneys' fees and costs as part of this Action. Defendant denied all of Plaintiff's claims and denied that this case was appropriate for class treatment. No class has been certified. The class settlement was preliminarily approved by this Court on August 28, 2025.

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

I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL

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

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

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.

For settlement purposes only, 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 Defendant caused the violations outlined above by 1) requiring employees to work off-the-clock before their shift, after their shift, and during times they were clocked out for meal periods and unilaterally deducted hours worked from employees' timecards based on inaccurate GPS records, resulting in unpaid minimum wages and overtime, 2) engaging in unlawful rounding of employees' hours worked, 3) failing to properly calculate the regular rate of pay for premium wage payments, including overtime, sick leave, reporting time pay, and meal and rest period premiums, 4) not authorizing and permitting employees to take all meal and rest periods owed to them, 5) failing to reimburse employees for the use of their personal vehicles, cell phones, and home internet, and 6) issuing inaccurate and incomplete wage statements. The PAGA, waiting time penalty, wage statement violation, and unfair competition claims also derive from these 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 certifying the settlement class is required to avoid each Class Member from litigating similar claims individually. This Settlement will achieve economies of scale for Class Members with relatively small individual claims and conserve the resources of the judicial system.

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

II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminarily approved Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds 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 were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

No objections were made by Class Members and no Class Members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full, including the $700,000 Gross Settlement Amount.

The Court approves of the Forty Thousand Dollars and Zero Cents ($40,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

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

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

Class Counsel sought an award of attorneys' fees of $245,000, attorney's costs of $7,433.17, an Enhancement Payment to the Class Representative in the amount of $10,000, and for Settlement Administrator Costs in the amount of $9,350. Defendant does not oppose these requests. The Notice of Settlement sent to Class Members included information regarding these amounts and that they would be requested in connection with final approval of the Agreement. Class Members have been given the opportunity to object to these amounts and no objections have been submitted in any respect whatsoever. The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates, including prior fee awards in Sacramento County Superior Court at the requested rates, and the amount of time expended in the litigation for the benefit of Class Members. The Court finds that the rates requested and hours expended are reasonable. The Court has also reviewed the updated itemized costs submitted by Class Counsel, the information provided by the Class Representative regarding the efforts and burdens undertaken for the benefit of the class, and the cost information provided by the Settlement Administrator in its declaration. The Court finds that these amounts requested for attorneys' fees and costs, the Enhancement Payment, and the Settlement Administrator Costs are fair and reasonable, and awarded as requested and deducted from the gross settlement amount. This finding is further supported by the lack of objection by Class Members to these amounts. The difference between the actual attorney's costs and Settlement Administrator Costs awarded and the originally allocated $10,000 for each payment will be added to the Net Settlement Amount pursuant to the terms of the Agreement.

III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR DISTRIBUTNG THE NOTICE OF SETTLEMENT

The Court finds that the Notice of Settlement, attached as Exhibit A to the Declaration of Garvin Brown and incorporated by reference, fairly and adequately advised Class Members of the terms of the Agreement, the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file documentation in opposition to the proposed settlement, and when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and proposed distribution of such notice by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement 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 Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Gross Settlement Amount Funding Schedule	As set forth in Sections 5.1.1 through 5.1.5 of the Agreement
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 as set forth in Section 7.9 of the Agreement	Within fourteen (14) calendar days after the Effective Date or December 15, 2025, whichever is later
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 as set forth in Section 7.9 of the Agreement	Within seven (7) calendar days after the fourth installment or August 7, 2026, whichever is later
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 *cy pres* beneficiaries	Within 14 calendar days after the settlement check cashing deadline from the second disbursement
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline from the second disbursement

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.

IT IS SO ORDERED.

Date: 11/20/2025

By:
Judge of the Superior Court

SAMUEL T. McADAM

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