

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858) 551-1223

9 Fax: (858) 551-1232

10 Website: www.bamlawca.com

11 Email: kyle@bamlawca.com

12 Attorneys for Plaintiff

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

MINA PARWANI, an individual, on behalf of
herself and on behalf of all persons similarly
situated, and on behalf of the State of
California, as private attorney general,

Plaintiffs,

vs.

SACRAMENTO CHINESE COMMUNITY
SERVICE CENTER, INC., a Corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24CV016097

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: May 22, 2026 _____

Hearing Time: 9:00 a.m.

Judge: Hon. Jill H. Talley

Dept: 8A

Date Filed: August 19, 2024

Trial Date: Not set

1 The unopposed motion of Plaintiff Mina Parwani (“Plaintiff”) for an order finally
2 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant
3 Sacramento Chinese Community Service Center (“Defendant”), attorneys’ fees and costs, service
4 payment, and the expenses of the Administrator duly came on for hearing on May 22, 2026 before
5 the Honorable Jill H. Talley.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Sacramento, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiff and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Two Million Fifty Thousand
16 Dollars and Zero Cents (\$2,050,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On January 6, 2026, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about February 19, 2026. Mailing of the Class Notice to their last-known addresses was the best
4 notice practicable under the circumstances and was reasonably calculated to communicate actual
5 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
6 Class Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out or submitting written objections to the
13 Settlement was April 20, 2026, which for re-mailings was extended by fourteen (14) days. There
14 was an adequate interval between notice and the deadline to permit Class Members to choose what
15 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
16 Members to participate in this hearing, and all Class Members and other persons wishing to be
17 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
18 fair opportunity to exclude themselves from the proposed Settlement and Class and to challenge
19 the data used to calculate their settlement payments. Accordingly, the Court determines that all
20 Class Members who did not timely and properly submit a request for exclusion are bound by the
21 Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*,
24 48 Cal. App. 4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Steve Serratore, Esq., an experienced mediator of wage
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1 and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiff and Class Counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Class Counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. One (1) request for exclusion was received.

9 e. The participation rate was high. 3,433 Participating Class Members will be
10 mailed a settlement payment, representing 99.97% of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
13 claims asserted in this action and is fair, reasonable, and adequate compensation for the release of
14 Class Members' claims, given the uncertainties and significant risks of the litigation and the
15 delays which would ensue from continued prosecution of the action.

16 10. The Agreement is approved as fair, adequate, and reasonable and in the best
17 interests of the Class Members.

18 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

19 11. An award of \$683,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$29,095.58 for litigation costs and expenses, is reasonable, in light of the
21 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
23 lodestar and billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for Class Representative Service Payment in an amount
26 not more than \$15,000 for Plaintiff, subject to the Court's approval. The Court finds that Class
27 Representative Service Payment in the amount of \$15,000 to Plaintiff is reasonable in light of the
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1 risks and burdens undertaken by the Plaintiff in this litigation and for her time and effort in
2 bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$24,950 in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalty out of the Gross Settlement Amount
12 of \$50,000, which shall be allocated \$37,500 to the Labor & Workforce Development Agency
13 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$12,500 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
16 (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
17 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by
19 Defendant in California and classified as a non-exempt employee at any time during the PAGA
20 Period (May 17, 2023 through September 21, 2025). Pursuant to Labor Code section 2699, the
21 LWDA was provided notice of the Agreement and these settlement terms and has not indicated
22 any objection thereto. The Court finds these PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

26 15. The Class is certified for the purposes of settlement only. The Class is defined as
27 follows:

1 All individuals who are or previously were employed by Defendant in California and
2 classified as a non-exempt employee at any time during the Class Period (August 14,
2020 through September 21, 2025).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The one (1)
5 individual who requested exclusion was Ethan Jones.

6 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
7 best interest of the Class. Defendant shall fund the Gross Settlement Amount, and also fund the
8 amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the
9 Administrator no later than 14 days after the Effective Date.

10 18. Class Counsel are awarded attorneys’ fees in the amount of \$683,333 and costs in
11 the amount of \$29,095.58. Class Counsel shall not seek or obtain any other compensation or
12 reimbursement from Defendant, Plaintiff, or members of the Class.

13 19. The payment of Class Representative Service Payment in the amount of \$15,000 to
14 Plaintiff is approved.

15 20. The payment of \$24,950 to the Administrator for its fees and expenses is approved.

16 21. The PAGA Penalty amount of \$50,000 is approved and is to be distributed in
17 accordance with the Agreement.

18 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
19 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

20 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
21 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
22 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
23 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
25 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
26 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any
27 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
28 evidence of, an admission or concession with regard to the denials or defenses by Defendant.

1 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
2 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
3 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or Released PAGA Claims.

6 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 25. If the Agreement is not finally approved, then this Final Approval Order and
12 Judgment, and all orders entered in connection with it, shall be rendered null and void. The
13 Parties shall cooperate in good faith to address any deficiencies identified by the Court.

14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
16 Plaintiff, and all members of the Class, shall take nothing in the Action.

17 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
18 provided in the Agreement and in this Final Approval Order and Judgment.

19 28. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
22 release claims against all Released Parties as follows:

23 (a) All Participating Class Members, behalf of themselves and their respective
24 former and present representatives, agents, attorneys, heirs, administrators, successors, and
25 assigns, release the Released Parties from the Released Class Claims. The "Released Class
26 Claims" are all claims, rights, demands, liabilities, and causes of action throughout the Class
27 Period, whether known or unknown, that are reasonably based on the same set of operative facts,
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1 allegations and assertions as those alleged in the operative complaint, including those claims
2 which reasonably could have been asserted based on the facts alleged in the operative complaint,
3 which, includes: (a) Failure to provide or pay premium payments for meal periods (see Labor
4 Code §§ 204, 226.7, 512, 1198 1194, 1197; IWC Wage Order No. 1-2001, § 11); (b) Failure to
5 authorize and permit or pay premium payments for rest periods (see Labor Code §§ 204, 223,
6 226.7, 512, 1198; IWC Wage Order No. 1-2001, § 12); (c) any and all claims involving any
7 alleged failure to pay minimum wage, overtime, sick pay, or other amounts of wages for failing to
8 compensate “all hours worked” (see Cal Labor Code §§ 223, 227.3, 246, 510, 1194, 1197, 1198;
9 IWC Wage Order No. 1-2001, §§ 3-4); (d) Failure to pay wages due to discharged and quitting
10 employees (see Labor Code §§ 201-203); (e) Failure to timely pay wages during employment (see
11 Labor Code § 204); (f) Failure to provide accurate, itemized wage statements (see Labor Code §
12 226(a)); (h) Failure to reimburse business expenses (see Labor Code § 2800-2802); and (j) any
13 unfair business practices with respect to claims arising from the labor code violations released
14 herein (see Bus. and Prof. Code § 17200, et seq.) (the “Released Class Claims”), and expressly
15 excluding all other claims, including claims for vested benefits, wrongful termination,
16 unemployment insurance, disability, social security, workers’ compensation, and Class claims
17 outside of the Class Period.

18 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
19 of themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
21 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
22 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and
23 the PAGA Notice, including claims for PAGA Penalties based on the following, (a) Failure to
24 provide or pay premium payments for meal periods (see Labor Code §§ 204, 226.7, 512, 1198
25 1194, 1197; IWC Wage Order No. 1-2001, § 11); (b) Failure to authorize and permit or pay
26 premium payments for rest periods (see Labor Code §§ 204, 223, 226.7, 512, 1198; IWC Wage
27 Order No. 1-2001, § 12); (c) any and all claims involving any alleged failure to pay minimum
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1 wage, overtime, sick pay, or other amounts of wages for failing to compensate “all hours worked”
2 (see Cal Labor Code §§ 223, 227.3, 246, 510, 1194, 1197, 1198; IWC Wage Order No. 1-2001, §§
3 3-4); (d) Failure to pay wages due to discharged and quitting employees (see Labor Code §§ 201-
4 203); (e) Failure to timely pay wages during employment (see Labor Code § 204); (f) Failure to
5 provide accurate, itemized wage statements (see Labor Code § 226(a)); and (h) Failure to
6 reimburse business expenses (see Labor Code § 2800-2802), and expressly excluding other PAGA
7 claims, underlying wage and hour claims, claims for vested benefits, wrongful termination,
8 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
9 security, workers’ compensation, and PAGA claims outside of the PAGA Period.

10 (c) Plaintiff and her respective former and present spouses, representatives,
11 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
12 Released Parties from the Plaintiff’s Release as set forth fully in the Agreement.

13 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
14 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
15 Administrator shall transmit the funds represented by such checks to the California Controller's
16 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
17 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

18 30. The Court hereby enters judgment in the entire Action as of the filing date of this
19 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
20 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
21 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
22 in connection therewith pursuant to California Code of Civil Procedure section 664.6 and
23 California Rules of Court rule 3.769(h).

24 31. A settlement compliance hearing is set for April 30, 2027 at 10:30 a.m. in
25 Department 8A. At least 15 days prior to the settlement compliance hearing, Class Counsel shall
26 file a declaration regarding the status of the distribution of the settlement funds. If the Court is
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1 satisfied that the settlement funds have been fully distributed, no appearance will be required at the
2 settlement compliance hearing.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: _____

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HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT