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1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Brittany V. Berzin (Cal. State Bar No. 325121)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733

5 Attorneys for Plaintiffs ROSEMERI AROSEMENA,
6 MARIA RETANA and MARGARITA MEDINA

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STEPHANIE BOHRER, CLERK
By *Giechty* DEPUTY

7
8 SUPERIOR COURT OF CALIFORNIA
9 FOR THE COUNTY OF SAN JOAQUIN

10 ROSEMERI AROSEMENA, MARIA
11 RETANA, and MARGARITA MEDINA, as
12 individuals and on behalf of all others
similarly situated,

13 Plaintiffs,

14 vs.

15 RANCHHODRAI INC., a California
16 Corporation; KANJIBHAI PATEL, an
17 individual; CHAMP PATEL, an individual;
18 and DOES 1 to 100, inclusive,

19 Defendants.

Case No. STK-CV-UOE-2019-15963

CLASS ACTION

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

Date: April 5, 2024
Time: 9:00 a.m.
Dept.: 10A
Judge: Hon. George J. Abdallah, Jr.

Filed: December 2, 2019
FAC Filed: February 26, 2020
SAC Filed: October 19, 2020
Trial Date: None Set

MAR 11 2024

F U E R V F A X

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 April 5, 2024, at 9:00 a.m., in Department 10A before
4 the Honorable George J. Abdallah, Jr., presiding. This class action was filed on December 2, 2019.
5 Named Plaintiffs Rosemeri Arosemena, Maria Retana and Margarita Medina ("Plaintiffs") allege in the
6 operative Complaint that Defendants Ranchhodrai, Inc., Kanjibhai Patel and Champ Patel
7 ("Defendants") violated California law by 1) failing to pay overtime premiums for all overtime hours
8 worked; 2) automatically deducting 30 minutes for meal periods not received; 3) failing to provide all
9 meal periods; 4) failing to provide all rest periods; 5) failing to pay reimbursements for business
10 expenses, such as cleaning supplies; and 6) failing to have the correct address on its wage statements. It
11 is also alleged Defendants are liable for civil penalties under the Private Attorneys General Act
12 ("PAGA"). Plaintiffs sought attorneys' fees and costs as part of this action. Defendants have denied all
13 of Plaintiffs' claims. The Court granted class certification in this case on November 14, 2022. The
14 Court found that certification of the following class was appropriate under the California Code of Civil
15 Procedure and related case law: "All non-exempt employees who worked for Ranchhodrai, Inc. in
16 California from December 2, 2015, up to November 14, 2022," which is the same class of employees
17 covered by the proposed Settlement. In certifying the class on November 14, 2022, the Court also found
18 that Plaintiffs' and Plaintiffs' counsel to be adequate representatives of the certified class.

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

1 **I. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT**

2 The Court has reviewed the Agreement, which was submitted with Plaintiffs' Motion as Exhibit
3 A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and
4 adequate and falls within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. The Court finds the Settlement was agreed upon only after extensive
6 investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who
7 took reasonable steps and measures to weigh the potential value of the disputed claims against the risks
8 of continued litigation and trial. The Court also acknowledges that Class Members may present any
9 objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by
10 the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms
11 therein as if stated here in full, including the \$135,000 Gross Settlement Amount.

12 The Court orders and approves Apex Class Action to act as the Settlement Administrator in this
13 case. The Settlement Administrator will take its fees out of the Gross Settlement Amount, which are not
14 to exceed \$10,000. Any difference between the actual costs of the Settlement Administrator and the
15 allocated amount will be redistributed to Participating Class Members on a pro-rata basis.

16 The Court orders and approves that Plaintiffs Rosemeri Arosemena, Maria Retana and Margarita
17 Medina will each receive an Enhancement Payment in the amount of \$10,000 in addition to any
18 amount Plaintiffs may be entitled to under the Agreement's pro rata distribution formula for Plaintiffs'
19 time and effort on behalf of Class Members.

20 The Court finds that an award of fees under the common fund doctrine is appropriate in this case
21 because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits can be
22 accurately traced as set forth in the Agreement, Plaintiffs and Class Counsel were able to negotiate on
23 behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request
24 is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half*
25 *Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 271
26 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a
27 common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee
28 from the fund as a whole."). The Court finds the attorneys' fees request of thirty-five percent (35%) of

1 the Gross Settlement Amount, *i.e.*, \$47,250, to be appropriate compensation for Class Counsel. The
2 attorneys' fees request is within the range that has been approved by other Courts in similar cases and is
3 reasonable in light of the circumstances of this case, the substantial and beneficial results obtained on
4 behalf of Class Members, and the contingent nature of the recovery over the course of this case, which
5 included potential loss at trial and the inability to recover any amount beyond the Gross Settlement
6 Amount if Plaintiff's were successful at trial given that Defendants ceased operations in 2022.
7 Additionally, the Court orders that up to \$12,000 of the settlement proceeds will be paid to Class
8 Counsel for reasonable costs incurred in this case. Any difference between the actual costs incurred and
9 the \$12,000 shall be paid to the Participating Class Members on a pro-rata basis.

10 The Court approves of the \$10,000 PAGA Payment, which shall be paid from the Gross
11 Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA
12 claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce
13 Development Agency ("LWDA") and twenty-Five percent (25%) will be paid to Aggrieved Employees
14 on a pro rata basis as described in the Agreement. The Court also finds that the Agreement provides a
15 recovery that creates an effective, substantial deterrent to any potential future non-compliance,
16 furthering the purpose of the Labor Code and LWDA.

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

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

25 **II. APPROVAL OF THE DISTRIBUTION METHOD OF NOTICE TO THE CLASS,**
26 **INCLUDING THE NOTICE OF SETTLEMENT**

27 The Court finds that the proposed Notice of Settlement, attached to this order as Exhibit 1, fairly
28 and adequately advises Class Members of the terms of the Agreement, the rights being waived, their

1 right to opt out, the ability to dispute the number of workweeks worked during the Class Period, their
 2 pro rata share of the Net Settlement Amount, how to participate in the settlement, how to file
 3 documentation in opposition to the proposed settlement, and when to appear at the fairness hearing to be
 4 conducted on the date set forth below. The Court further finds that the Notice of Settlement and
 5 proposed distribution of such notice by first class mail to each identified Class Member at his or her
 6 most recent address based on a National Change of Address database search from the Class Members'
 7 last known address and a skip trace on any Class Members who have the Notice of Settlement returned
 8 as "undeliverable" or "not at this address" comports with all constitutional requirements, including those
 9 of due process.

10 The Court also finds that because there is a strong interest in providing Class Members the
 11 opportunity to participate in the settlement, along with the Parties' efforts to minimize any intrusion to
 12 privacy rights, the sharing of employment information, including social security numbers, is not a
 13 serious intrusion on their privacy rights. Hence, the Court orders Defendants to provide first and last
 14 name, last known mailing address, social security number, and hire and termination dates, and the total
 15 number of workweeks during which the Class Member performed any actual work to the Settlement
 16 Administrator only, and not to Plaintiffs or Class Counsel, in order to process this settlement as
 17 contemplated within the Agreement and approved by this Order. The Settlement Administrator shall
 18 only use this information for the purposes identified in the Agreement and shall keep this information
 19 confidential consistent with the terms of the Agreement.

20 **III. IMPLEMENTATION SCHEDULE**

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

23 Last day for Defendants to provide Settlement 24 Administrator with Class Member and Aggrieved 25 Employee information	Within 14 calendar days after the Preliminary Approval Date
26 Last day for Settlement Administrator to 27 complete NCOA search, update Class Member 28 and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information

1 2 3	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
4 5	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
6 7 8 9 10	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to Participating Class Members and/or Aggrieved Employees, 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
11 12	Last day for Defendants to fund settlement	Within 21 calendar days after the Effective Date
13 14 15 16 17	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 Aggrieved Employees	Within 7 calendar days after funding of the settlement
18 19	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
20 21 22	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
23 24	Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiffs' Motion and sets final approval hearing on the proposed date of August 1, 2024, at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members who object in

1 a timely manner as set forth in the Agreement, may appear and present such objections at the fairness
2 hearing in person or by counsel.

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

8 **IT IS SO ORDERED.**

9
10 Date: April 5, 2024

11 By: George Abdallah
12 Judge of the Superior Court
13 GEORGE J. ABDALLAH, JR.
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