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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY CONTRA COSTA

FERNANDO RAMOS and KEVIN
NIKAIDO, individuals; all others
similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

DAVIDON HOMES a California limited
partnership; DAVIDON
CORPORATION; and
DOES 1-100, inclusive,

Defendants.

Case No. C23-01240

*[Assigned for All Purposes to the
Hon. Edward G. Weil, Dept. 39]*

**~~PROPOSED~~ ORDER AFTER HEARING
GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

Date: August 14, 2025
Time: 9:00 a.m.

Complaint Filed: May 24, 2023
Trial Date: None Set

1 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
2 light of the factual, legal, practical, and procedural considerations raised by this case.

3 4. Plaintiffs do not have any conflicts that would preclude them from serving as Class
4 Representatives, and the appointment comports with the requirements of due process.

5 5. Class Counsel does not have any conflicts that would preclude them from acting
6 as Class Counsel, and they meet the requirements for appointment as Class Counsel and the
7 requirements of due process.

8 6. The Notice of Class Action Settlement (“Class Notice”) attached as **Exhibit A**
9 hereto complies with due process because the Class Notice is reasonably calculated to adequately
10 apprise Class Members of: (a) the pending lawsuit; (b) the terms of the proposed Agreement; and
11 (c) their rights, including the right to either participate in the settlement, exclude themselves from
12 the settlement, or object to the settlement. Plaintiffs’ proposed plan for notifying the Class
13 Members and settlement administration is the best notice practicable under the circumstances.

14 **III. ORDER**

15 The Court having considered the papers submitted in support of the motion for preliminary
16 approval, HEREBY ORDERS THE FOLLOWING:

17 1. The Court finds on a preliminary basis that the provisions of the Agreement are
18 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

19 2. The following Class is conditionally certified for purposes of settlement only: All
20 hourly, non-exempt employees who were employed by Defendants Davidon Homes and Davidon
21 Corporation at any time during March 19, 2020, to October 29, 2024 within the State of
22 California.

23 3. The Agreement provides for the following release as to Participating Class
24 Members,¹ which is hereby approved conditionally: All Participating Class Members will release
25 and discharge the Released Parties² from any and all claims pled in the operative complaint, or

26 _____
27 ¹ A Participating Class Member is a Class Member who does not submit a valid and timely request
to exclude themselves from this Settlement.

28 ² The Released Parties are defined in the Agreement as “Defendants and their past or present

1 claims that could have been pled based on the factual allegations pled in the operative complaint.
2 The Released Claims shall be for the Class Period.

3 4. This settlement also releases claims under the Private Attorneys General Act of
4 2004 (“PAGA”). These claims are asserted on behalf of PAGA Aggrieved Employees defined as:
5 All Class Members who worked at least one pay period for Davidon Homes and Davidon
6 Corporation between March 6, 2022 to October 29, 2024.

7 5. The Agreement provides for the following release as to PAGA Aggrieved
8 Employees, which is hereby approved conditionally: Aggrieved Employees shall release
9 Defendants and the Released Parties from any and all claims for civil penalties under the
10 California Labor Code and the Private Attorneys General Act of 2004 pled in the operative
11 Notices to the LWDA and the operative complaint. The PAGA Released Claims shall be for the
12 PAGA Period.

13 6. The settlement appears to be fair, adequate and reasonable to the Class. The
14 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
15 only to any objections that may be raised at the Final Approval Hearing and final approval by this
16 Court.

17 7. Plaintiffs are conditionally approved as the Class Representatives for the Class.

18 8. The Agreement provides for Class Representative Enhancement Payments of
19 \$10,000 (\$5,000 each) payable to Plaintiffs Fernando Ramos and Kevin Nikaido for their services
20 as class representatives. The requested Class Representative Enhancement Payments of \$5,000
21 for each Plaintiff will be reviewed at time of final approval. Criteria for evaluation of
22 representative payment requests are discussed in *Clark v. American Residential Services LLC*
23 (2009) 175 Cal.App.4th 785, 804- 807.

24 9. Mara Law Firm, PC, Molteni Employment Law and The Byrne Law Group are
25 conditionally approved as Class Counsel for the Class.

26
27 _____
28 officers, directors, employees and agents which could be jointly liable with Defendants for the
claims alleged.”

1 10. Class Counsel seek \$300,000 in attorneys' fees and up to \$40,000 in actual
2 litigation costs. Following typical practice, however, the fee award will not be considered at this
3 time, but only as part of final approval.

4 11. A Final Approval Hearing on the question of whether the settlement, attorneys'
5 fees and costs to Class Counsel, and Class Representatives Enhancement Payment should be
6 finally approved as fair, reasonable and adequate as to Class Members is to be scheduled in
7 Department 39. Class Counsel are to obtain a hearing date for the motion for final approval from
8 the Department clerk. Other dates in the scheduled notice process should track as appropriate to
9 the hearing date.

10 12. The Court confirms APEX as the Settlement Administrator.

11 13. The proposed payment of up to \$10,000 in costs to APEX for its services as the
12 Settlement Administrator is conditionally approved.

13 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
14 \$45,000 (75% of which shall be paid to the Labor and Workforce Development Agency, and 25%
15 of which shall be distributable to Aggrieved Employees).

16 15. The Court approves, as to form and content, the Notice of Class Action Settlement
17 in substantially the form attached as **Exhibit A** hereto. The Court approves the procedure for
18 Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the
19 notice.

20 16. The Court directs the mailing of the notice of class action settlement by first class
21 mail to Class Members in accordance with the Implementation Schedule below. The Court finds
22 the dates selected for the mailing and distribution of the notice, as set forth in the Implementation
23 Schedule, meet the requirements of due process and provide the best notice practicable under the
24 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

25 17. The ultimate judgment must provide for a compliance hearing after the settlement
26 has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one
27 week before the compliance hearing date. Five percent (5%) of the attorney's fees are to be
28

1 withheld by the claims administrator pending satisfactory compliance as found by the Court.

2 **IV. IMPLEMENTATION SCHEDULE**

3 The Court orders the following Implementation Schedule for further proceedings:

4 Deadline for Defendant to submit Class and 5 PAGA Data to Settlement Administrator	10 calendar days from the date of this Order
6 Deadline for Settlement Administrator to 7 Mail Class Notices to Class Members	10 calendar days from receipt of the Class Data
8 9 Deadline for Class Members to Postmark 10 Requests for Exclusion, Objections, or 11 Disputes (“Response Deadline”)	45 days from the mailing of the Class Notices
12 Deadline for Class Counsel to file a Motion 13 for Final Approval	December 22, 2025 [16 court days prior to the Final Approval Hearing]
14 15 Deadline to Provide the Court with the 16 Settlement Administrator’s Declaration 17 Outlining Requests for Exclusion, 18 Objections, and Disputes	December 22, 2025 [16 court days prior to the Final Approval Hearing]
19 Final Approval Hearing	January 15, 2026, at 9:00 a.m. in Department 39

20 **IT IS SO ORDERED.**

21
22 Dated: 9/2/2025

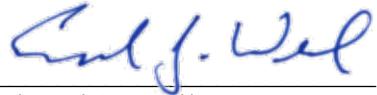
23 By 
Honorable Edward G. Weil
Contra Costa County Superior Court Judge

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF CONTRA COSTA

Fernando Ramos and Kevin Nikaido, on behalf of themselves, all others similarly situated, and on behalf of the general public, Plaintiffs, v. Davidon Homes and Davidon Corporation, Defendants
Case No. C23-01240 (“Complaint” or “Action”)

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or don’t act.

TO: All hourly, non-exempt employees who were employed by Davidon Homes and Davidon Corporation (hereinafter “Davidon” or “Defendants”) at any time during March 19, 2020, to October 29, 2024 within the State of California.

If you need help understanding this notice, or if you would like a copy in another language, please contact the Settlement Administrator toll free at [INSERT].

The California Superior Court, County of Contra Costa has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All hourly, non-exempt employees who were employed by Defendants Davidon Homes and Davidon Corporation at any time during March 19, 2020, to October 29, 2024 within the State of California.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The proposed Settlement has two main parts: (1) a class settlement requiring Davidon to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring Davidon to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Davidon’s records, and the Parties’ current assumptions, **your Individual Class Settlement Share is estimated to be \$[INSERT] (less withholding) and your Individual PAGA Settlement Share is estimated to be \$[INSERT]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Davidon’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work any pay periods during the PAGA Period.

The above estimates are based on Davidon’s records showing that **you worked [INSERT] workweeks** during the Class Period (the Class Period is March 19, 2020, to October 29, 2024) and **you worked [INSERT] pay periods** during the PAGA Period (the PAGA Period is March 6, 2022 to October 29, 2024). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

WHAT INFORMATION IS IN THIS NOTICE

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12. What Do I Do If I Need More Information or Have Questions?	Page 7

1. *Why Have I Received This Notice?*

Davidon’s records indicate that you may be a Class Member. The settlement will resolve all Class Members’ Released Claims, as described in Section No. 9 below, from March 19, 2020, through October 29, 2024 (this time period is referred to as the “Class Period”). If you worked for Davidon at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on **August 14, 2025**, at **9:00 a.m.**, in the California Superior Court, County of Contra Costa. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. *What Is This Case About?*

A class action complaint was filed by Fernando Ramos on May 24, 2023, in Contra Costa County Superior Court (Case No. C23-01240) asserting the following causes of action: (1) Failure to Pay Regular and Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Reimburse for Business Expenses; (6) Failure to Provide Itemized Accurate Wage Statement; (7) Continuing Wages Penalty; (8) Failure to Provide Employment Records; (9) Unfair Competition; (10) Private Attorneys General Act of 2004; (11) Retaliation for Using Accrued Sick Days; and (12) Wrongful Termination in Violation of Public Policy.

On April 2, 2025, Plaintiff Fernando Ramos filed a First Amended Complaint to add Plaintiff Kevin Nikaido, Defendant Davidon Corporation, and a cause of action for Defendants’ failure to adopt a compliant sick pay/paid time off policy.

The Court has not made any determination as to whether the claims advanced by the Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly deny that they did anything wrong or that they violated the law and further deny any liability whatsoever to Plaintiffs or to the Class.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you were an hourly, non-exempt employee who was employed by Defendants at any time during the period from March 19, 2020, through October 29, 2024 within the State of California.

If you are a Class Member and worked at least one pay period for Defendants in California at any time between March 6, 2022 through October 29, 2024, you are also an “Aggrieved Employee” under the settlement.

4. *How Does This Class Action Settlement Work?*

Plaintiffs brought this Action on behalf of themselves and all other similarly situated individuals who worked for Defendants as hourly, non-exempt employees in California at any time during the Class Period. Plaintiffs and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On [date of ruling on preliminary approval], the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on **January 15, 2026, at 9:00 a.m.**, in Department 39 before Judge Edward G. Weil, located at 725 Court Street, Martinez, California 94553. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class (“Class Counsel”)	Attorneys for Davidon
<p data-bbox="267 1346 768 1598">MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833</p> <p data-bbox="267 1629 760 1818">MOLTENI EMPLOYMENT LAW Cristina Molteni cmolteni@moltenilaw.com 100 Pine Street, Suite 1250 San Francisco, California 94111 Telephone: (415) 762-0270</p>	<p data-bbox="997 1346 1450 1535">WITHERS BERGMAN LLP Ann M. Wicks Onesirosan Agbajoh 909 Montgomery Street, Suite 300 San Francisco, California 94133 Telephone: (415) 872-3200</p>

THE BYRNE LAW GROUP Adrian Byrne adrian@thebyrnelawgroup.com 8605 Santa Monica Boulevard, Suite 48497 West Hollywood, California 90069 Telephone: (800) 805-4002	
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The Court has decided that Mara Law Firm, PC; Molteni Employment Law; and The Byrne Law Group are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendants and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [INSERT]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must: (a) state your full name, address, and telephone number; (b) include the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel. If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims: All Participating Class Members will release and discharge the Released Parties from any and all claims pled in the operative complaint, or claims that could have been pled based on the factual allegations pled in the operative complaint. The Released Claims shall be for the Class Period.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims include: Aggrieved Employees shall release Defendants and the Released Parties from any and all claims for civil penalties under the California Labor Code and the Private Attorneys General Act of 2004 pled in the operative Notices to the LWDA and the operative complaint. The PAGA Released Claims shall be for the PAGA Period.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no more than \$900,000 (“Gross Settlement Amount” or “GSA”).

A. Deductions from the Settlement

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payments to each of the named Plaintiffs in an amount up to \$5,000 each (\$10,000 total) for prosecution of the Action, risks undertaken for the payment of attorneys’ fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$10,000; (3) a payment of \$45,000

¹ “Released Parties” mean Defendants and their past or present officers, directors, employees and agents which could be jointly liable with Defendants for the claims alleged.

allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$300,000 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$40,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as "Participating Class Members." Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period. The formula for distribution to Participating Class Members shall be calculated as follows: Defendants shall provide the Settlement Administrator with the total number of work weeks worked by all Class Members during the Class Period; the Settlement Administrator shall then divide the Net Payment by the total number of work weeks resulting in a value for each work week attributable to Class Members ("Work Week Value"); the Settlement Administrator shall then take the number of work weeks worked by each Class Member and multiply it by the Work Week Value. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked during the Class Period.

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$37,500 (75% of the \$50,000 total PAGA Payment). The remaining \$12,500 is the "Net PAGA Settlement Amount" and will be proportionately distributed amongst all Aggrieved Employees. Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendants shall provide the Settlement Administrator with the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees ("Pay Period Value"); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value. Therefore, the value of each Aggrieved Employee's Individual PAGA Settlement Share ties directly to the amount of workweeks that he or she worked during the PAGA Period.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the period of March 19, 2020, to October 29, 2024.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [REDACTED]. This is based on the PAGA Data which shows you worked [REDACTED] pay periods during the period of March 6, 2022 to October 29, 2024.

If you believe the number of workweeks attributed to you is incorrect, you must call the Settlement Administrator at [INSERT] no later than [RESPONSE DEADLINE] or mail documentation to the to the Settlement Administrator at [INSERT], that is postmarked no later than [RESPONSE DEADLINE]. You should produce

any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Messer during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

One-third of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Two-thirds of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at [INSERT]. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the State of California's Unpaid Wage Fund in the name of the Class Member.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$300,000) for attorney fees and \$40,000 for litigation costs.

Defendants have paid all of her own attorneys' fees and costs.

Plaintiffs will also be paid, subject to Court approval, an amount not to exceed \$5,000, each, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel, by accessing the Court docket in this case through the Court's website at <https://odyportal.cc-courts.org/Portal/Home/Dashboard/29> and entering the Case Number "C23-01240", or by visiting the office of the Court at 725 Court Street, Martinez, California 94553 between 8:00 a.m. and 4:00 p.m.,

Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the “Davidon” Class Action Settlement when calling the Settlement Administrator or Class Counsel.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

If you need this notice in Spanish or another language, or need help understanding it, please contact the Settlement Administrator or Class Counsel for assistance.

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit B

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 08/14/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

Law & Motion

4. 9:00 AM CASE NUMBER: C23-01240
CASE NAME: FERNANDO RAMOS VS. DONALD CHAIKEN
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION**
SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE
FILED BY: RAMOS, FERNANDO
TENTATIVE RULING:

Plaintiffs Fernando Ramos and Kevin Nikaido move for preliminary approval of their class action and PAGA settlements with defendants Davidon Homes, Davidon Corporation, and Donald Chaiken. It will resolve Nikaido v. Apartment Management Consultants LLC (C24-00721), Nikaido v. Apartment Management Consultants LLC (C24-01530) and Ramos v. Davidon Homes (C23-01240).

A. Background and Settlement Terms

The original complaint was filed by Mr. Ramos on May 24, 2023, raising class action claims and PAGA claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. A class action complaint making similar claims was filed by Mr. Nikaido on May 19, 2024. Nikaido filed a PAGA complaint on June 12, 2024. The operative pleading is the Amended Complaint in this matter, which was filed April 2, 2025, after the settlement had been reached.

The settlement would create a gross settlement fund of \$900,000. The class representative payment to plaintiff would be up to \$5,000 for each plaintiff (\$10,000 total). Attorney's fees would be \$300,000 (one-third of the settlement). Litigation costs would not exceed \$40,000. The settlement administrator's costs would not exceed \$10,000. PAGA penalties would be \$45,000, resulting in a payment of \$33,750 to the LWDA and \$11,250 to plaintiffs. The net amount paid directly to the class members would be about \$495,000. The fund is non-reversionary. Based on the estimated class size of

209, the average net payment for each class member is approximately \$2,368.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and would be tendered to the "State of California's Unpaid Wage Fund" (more commonly known as the State Controller's unclaimed property fund).

The settlement contains release language covering as "Released Class Claims" any and all "claims pled in the operative complaint, or claims that could have been pled based on the factual allegations pled in the operative complaint." Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal written discovery was undertaken. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory."])

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$10,000 total for plaintiffs will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds that the proposed settlement is sufficiently fair, reasonable, and adequate to justify preliminary approval. The motion is granted.

Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.