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Attorneys for Plaintiffs  
and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

OSIE MARIE CASTANEDA, individually,  
and on behalf of all others similarly situated;  
SAMVELLE LANIER, individually, on  
behalf of all others similarly situated, and on  
behalf of other aggrieved employees  
pursuant to the California Private Attorneys  
General Act;

Plaintiffs,

vs.

SENECA FAMILY OF AGENCIES, a  
nonprofit corporation; SENECA CENTER;  
and DOES 1 through 10, inclusive,

Defendants.

**FILED**  
Superior Court of California  
County of Alameda

01/12/2026

Ciad Flake, Executive Officer / Clerk of the Court

By: *P. Drummer-Williams* Deputy  
P. Drummer-Williams

Case No.: 24CV076871

Assigned for All Purposes to:  
Hon. Patrick McKinney, Dept. 18

**~~REVISED~~ ~~PROPOSED~~ ORDER  
GRANTING PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT AND  
CONDITIONAL CERTIFICATION**

Hearing Information:

Date: January 7, 2025  
Time: 1:30 p.m.  
Dept.: 18

1 **PLEASE TAKE NOTICE THAT** on January 7, 2026 at 1:30 p.m., the Motion for Preliminary  
2 Approval of Class Action Settlement filed by Plaintiffs (“Plaintiff”), on behalf of themselves and a  
3 Settlement Class, and not opposed by Defendant Seneca Family of Agencies (“Defendant”), came on  
4 for hearing in Department 18 of the Alameda County Superior Court, located at 1221 Oak Street,  
5 Oakland, CA 94612.

6 After full consideration of the evidence, the pleadings and papers filed by the parties in  
7 connection therewith, arguments of counsel and all other matters presented to the Court, and good  
8 cause having been shown, the Court thereafter confirmed the following Tentative Ruling making  
9 its findings on January 6, 2026:

10  
11 “The Motion for Preliminary Approval of Settlement filed by OSIE MARIE  
12 CASTANEDA on 11/06/2025 is Granted.

13  
14 **BACKGROUND**

15 This is a wage-and-hour class action and PAGA representative action. Plaintiffs Osie Marie  
16 Castaneda and Samvelle Lanier have agreed to settled the claims against Defendants Seneca  
17 Family of Agencies and Seneca Center for a non-reversionary amount of \$2,750,000.00, which  
18 includes an attorney’s fee award of up to \$916,666.66; reimbursement of Plaintiffs’ litigation costs  
19 up to \$30,000.00; an enhancement award of up to \$10,000.00 for each representative plaintiff;  
20 settlement administration costs of up to \$18,590.00; and \$200,000.00 in PAGA civil penalties,  
21 75% of which go to California’s Labor and Workforce Development Agency (LWDA) and 25%  
22 to aggrieved employees. The remaining settlement funds are to be distributed among participating  
23 class members on a pro rata basis, with an estimated average payment of \$859.03. Plaintiffs’  
24 counsel informed the LWDA of the settlement, and the motion is unopposed.

25  
26 **LEGAL STANDARD**

27 To prevent “fraud, collusion or unfairness to the class, the settlement or dismissal of a class  
28 action requires court approval.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) The

1 court “must determine the settlement is fair, adequate, and reasonable.” (Id. at p. 1801.) “The well-  
2 recognized factors that the trial court should consider in evaluating the reasonableness of a class  
3 action settlement agreement include ‘the strength of plaintiffs’ case, the risk, expense, complexity  
4 and likely duration of further litigation, the risk of maintaining class action status through trial, the  
5 amount offered in settlement, the extent of discovery completed and stage of the proceedings, the  
6 experience and views of counsel, the presence of a governmental participant, and the reaction of  
7 the class members to the proposed settlement.’” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168  
8 Cal.App.4th 116, 128 [quoting *Dunk*, supra, at p. 1801].) Similarly, a “trial court should evaluate  
9 a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s  
10 purposes to remediate present labor law violations, deter future ones, and to maximize enforcement  
11 of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 [noting overlap of  
12 factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of  
13 the proceeding, the complexity and likely duration of further litigation, and the settlement  
14 amount”].)

#### 15 **PRELIMINARY APPROVAL**

16 Plaintiffs’ counsel investigated and obtained information from Defendant, including a 30%  
17 sampling of the time sheets and payroll records. (Hyun Decl., ¶¶ 6–7.) The parties  
18 participated in an arm’s length mediation with a professional mediator before settling. (Id., ¶¶ 8–  
19 9.) Plaintiffs include an adequate *Kullar* analysis, providing a reasonable estimate of the number  
20 of class members, the total estimated possible recovery, and an explanation why the settlement  
21 was reasonable in light thereof. (See *id.*, ¶¶ 12–24.) The court gives “considerable weight to the  
22 competency and integrity of counsel and the involvement of a neutral mediator in assuring itself  
23 that a settlement agreement represents an arm’s length transaction entered without self-dealing or  
24 other potential misconduct.” (*Kullar*, supra, 168 Cal.App.4th at p. 129.) The terms of the  
25 settlement and notice procedures appear generally fair, reasonable, and adequate. At the court’s  
26 request, the parties designated a cy pres beneficiary in accordance with Code of Civil Procedure  
27 section 384. (See Supp. Jackson Decl., filed Dec. 19, 2025.)

1           **SERVICE AWARD, FEES, & COSTS**

2           The court will not rule on the service award for the representative plaintiffs, attorney’s fees,  
3 or costs until final approval but provides the following preliminary guidance: Any incentive,  
4 enhancement, or service award must be supported with “quantification of time and effort expended  
5 on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the  
6 named plaintiffs.” (*Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 807.) This  
7 court is unlikely to approve an award of more than \$7,500.00 absent special circumstances.

8           This court’s benchmark for attorney’s fees is 30%. (See *Laffitte v. Robert Half Internat.*  
9 *Inc.* (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167,  
10 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn 13; *Chavez v. Netflix, Inc.*  
11 (2008) 162 Cal.App.4th 43, 66 fn 11.) A “court approving a settlement that includes a negotiated  
12 fee [] is required to decide if the fee negotiated by the parties closely approximates the value of  
13 the attorneys’ work.” (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.) Counsel must address the  
14 value of the attorneys’ work, as well as the justification for any deviation from this court’s  
15 benchmark. Ten percent of the attorney’s fee award must be held by the settlement administrator  
16 until completion of the distribution process and court approval of a final accounting. The  
17 settlement agreement authorizes reimbursement of litigation costs. Counsel must provide  
18 evidentiary support for the actual costs incurred at the time of final approval.

19           The court’s preference is for Plaintiffs to move for final approval, including approval of  
20 attorneys’ fees, costs, and Plaintiffs’ service awards, in a single motion.

21           **ORDER**

22           Plaintiffs’ motion for preliminary settlement approval is GRANTED. Plaintiff must submit  
23 a proposed order within three days of notice of entry of this order. A final approval hearing will  
24 be held on June 3, 2026 at 1:30 pm in Department 18. The moving party may obtain a reservation  
25 number from the clerk.”

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27           The Parties did not contest the Tentative Ruling of the Court, which became the Order of  
28 the Court on January 7, 2026.

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**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. This Order incorporates by reference the definitions in the Settlement Agreement (“Agreement” or “Settlement Agreement”), and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement attached as **Exhibit 1** to the Declaration of Tiffany Hyun filed concurrently herewith.

2. The Court recognizes that the parties stipulate and agree to certification of a class for settlement purposes only. For settlement purposes only, the Court conditionally certifies the following settlement class (the “Class Members” or “Settlement Class”): “All current and former hourly employees employed by Defendant in California who were classified as non-exempt during the Class Period. “Class Period” means the period from May 23, 2020 through July 15, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

3. The Class also includes “Aggrieved Employees,” which is defined as “all current and former hourly employees employed by Defendant in California who were classified as non-exempt during the PAGA Period. The “PAGA Period” is defined as the period from November 18, 2023 through July 15, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

4. The Court finds, for settlement purposes only, the requirements of California Code of Civil Procedure section 382 are satisfied. The term “Participating Class Member” means a Class Member who has not requested exclusion from the Settlement.

5. Plaintiffs Osie Marie Castaneda and Samvelle Lanier are hereby appointed and designated, for all purposes, as the representatives of the class, and the following attorneys are hereby appointed and designated as counsel for Plaintiff and the Class (“Class Counsel”):

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**THE SENTINEL FIRM, APC**  
355 S. Grand Ave., Suite 1450  
Los Angeles, California 90071  
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Facsimile: (213) 985-2155

Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such Class Member's own choosing and at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

6. The Court hereby approves on a preliminary basis the Settlement Agreement as appearing on its face to be fair, reasonable, and adequate and to have been the product of serious, informed, and extensive negotiations among Plaintiffs, Defendant, and their respective counsel.

7. A final approval hearing shall be held before this Court on June 3, 2026, at 1:30 p.m. in Department 18 of the Alameda County Superior Court, located at 1221 Oak Street, Oakland, CA 94612, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether a Judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve Class Counsels' Fees and Costs Award, the Class Representative Enhancement Payments, the PAGA payment to the LWDA and the

1 settlement administration expenses. The Final Approval hearing may be continued without further  
2 notice.

3 8. The Parties shall file a Motion for Final Approval on or before sixteen (16) court  
4 days prior to the hearing.

5 9. The Court hereby appoints Apex Class Action, LLC as Settlement Administrator  
6 and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members  
7 (including the Aggrieved Employees) the Notice by first class mail within fourteen (14) calendar  
8 days after the receipt of the Class Data from Defendant using the procedures set forth in the  
9 Settlement Agreement. Class Members who do not opt out of the non-PAGA portion of the  
10 settlement will become Participating Class Members and will automatically receive their  
11 Individual Settlement Payment.

12 10. The Court hereby approves, as to form and content, the Notice of Class Action  
13 Settlement and Hearing Date for Final Court Approval attached to the December 19, 2025,  
14 Supplemental Declaration of Jeffrey Jackson in Support of Motion for Preliminary Approval as  
15 **Exhibit 3**. The Court finds that the distribution of the Notice of Class Action Settlement  
16 substantially in the manner and form set forth in the Settlement Agreement and this Order meets  
17 the requirements of due process, is the best notice practicable under the circumstances, and shall  
18 constitute due and sufficient notice to all persons entitled thereto.

19 11. Prior to mailing the Notice of Class Action Settlement and Hearing Date for Final  
20 Court Approval, the Settlement Administrator is directed to verify the total number of workweeks  
21 and pay periods in accordance with terms of the Settlement Agreement and to determine whether  
22 the Escalator Clause has triggered and if so, to determine Defendant's election under that clause.  
23 If Defendant elects to modify the Class Period pursuant to the Escalator Clause, the Notice of Class  
24 Action Settlement and Class List shall be modified to ensure the accuracy of the Notice and that  
25 the Notice is only sent to persons who are Class Members.

26 12. The Court reserves the right to adjourn or continue the date of the final approval  
27 and all dates provided for in the Settlement Agreement without further notice and retains  
28 jurisdiction to consider all further applications arising out of or connected with the proposed

1 Settlement.

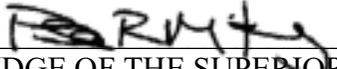
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3 IT IS SO ORDERED.

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5 Dated: \_\_\_\_\_

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JUDGE OF THE SUPERIOR COURT

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**Patrick McKinney / Judge**

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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 )  
4 COUNTY OF ALAMEDA )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not  
6 a party to the within action, the address from which I served the document listed below is 355 S  
7 Grand Ave, Suite 1450, Los Angeles, California 90071. On January 8, 2026, I served the foregoing  
8 document described as:

9 **[REVISED] [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**  
10 **OF CLASS ACTION SETTLEMENT AND CONDITIONAL CERTIFICATION**

11  **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s) to the  
12 following email addressee(s), in accordance with:

13  the written confirmation of counsel in this action:

14 **PORTER | SCOTT, APC**

15 Dylan T. De Wit, Esq. ([ddewit@porterscott.com](mailto:ddewit@porterscott.com))  
16 Jasmyn S. Scarlett ([jscarlett@porterscott.com](mailto:jscarlett@porterscott.com))  
17 Sam Griffin ([sgriffin@porterscott.com](mailto:sgriffin@porterscott.com))  
18 Karen Carrillo ([kcarrillo@porterscott.com](mailto:kcarrillo@porterscott.com))  
19 2180 Harvard Street, Suite 500  
20 Sacramento, CA 95815

21 I declare under penalty of perjury under the laws of the State of California that the above is true  
22 and correct.

23 Executed on January 8, 2026, at Los Angeles, California.

24 Mellinda Hensley  
25 \_\_\_\_\_  
26 Name

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28 \_\_\_\_\_  
Signature