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and the Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

RAMON F. RODRIGUEZ, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

DISTRICT COUNCIL OF CONTRA
COSTA COUNTY, SOCIETY OF ST.
VINCENT DE PAUL, DIOCESE OF
OAKLAND, a nonprofit corporation; ST.
VINCENT DE PAUL SOCIETY OF
CONTRA COSTA COUNTY; ST.
VINCENT DE PAUL SOCIETY; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: C24-01377

Assigned for All Purposes to:
Hon. Benjamin T. Reyes II, Dept. 16

**[REVISED]~~[PROPOSED]~~ FINAL ORDER
AND JUDGMENT**

Hearing Information:

Date: July 22, 2026
Time: 9:00 a.m.
Dept.: 16

1 This matter has come before the Honorable Benjamin T. Reyes II, in Department 16 of
2 the above-entitled Court on July 22, 2026, on Plaintiff's Unopposed Motion for Final Approval
3 of Class Action and PAGA Settlement, Attorneys' Fees, Costs, and Enhancement Payment
4 ("Motion for Final Approval"). The Sentinel Firm, APC appeared on behalf of Plaintiff Ramon
5 F. Rodriguez; Kaufman Dolowich LLP appeared on behalf of Defendants District Council of
6 Contra Costa, Society of St. Vincent de Paul, Diocese of Oakland; St. Vincent De Paul Society
7 of Contra Costa County; and St. Vincent De Paul Society ("Defendants").

8 On November 18, 2025, the Court entered the Order Granting Preliminary Approval of
9 Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the
10 settlement of the above-entitled action ("Action") in accordance with the Class Action and PAGA
11 Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") attached to the
12 Declaration of Tiffany Hyun in Support of Plaintiff's Motion for Final Approval as **Exhibit 1**,
13 which sets forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. The Court, having considered the matter, issued a Tentative Ruling explaining its
18 findings and granting the Motion for Final Approval. A true and correct copy of the Court's
19 Tentative Ruling issued on July 21, 2026 is attached to this Final Order and Judgment as **Exhibit**
20 **A**.

21 2. All terms used herein shall have the same meaning as defined in the Settlement
22 Agreement and the Preliminary Approval Order.

23 3. This Court has jurisdiction over the claims of the Class Members asserted in this
24 proceeding and over all parties to the Action.

25 4. The Court finds that the applicable requirements of California Code of Civil
26 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
27 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
28 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is

1 hereby defined to include:

2 “All current and former hourly employees employed by Defendants in California
3 who were classified as non-exempt during the Class Period. The Class Period is
4 defined as the period from May 23, 2020 through July 19, 2025.”

5 5. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
6 Class Members fully and accurately informed the Class Members of all material elements of the
7 Settlement and of their opportunity to participate in the Settlement, object to or comment on the
8 Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable
9 under the circumstances; was valid and provided sufficient notice to all Class Members; and
10 complied fully with the laws of the State of California, the United States Constitution, due process
11 and other applicable law. The Class Notice fairly and adequately described the Settlement and
12 provided the Class Members with adequate instructions and a variety of means to obtain
13 additional information.

14 6. Pursuant to California law, the Court hereby grants final approval of the Settlement
15 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
16 specifically, the Court finds that the Settlement was reached following meaningful investigation
17 conducted by the Sentinel Firm, APC (“Class Counsel”); that the Settlement is the result of
18 serious, informed, adversarial, and arms-length negotiations between the parties; and that the
19 terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
20 has considered all of the evidence presented, including evidence regarding the strength of
21 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration
22 of further litigation; the amount offered in the Settlement; the extent of investigation and
23 discovery completed; and the experience and views of Class Counsel. The Court has further
24 considered the absence of objections to the Class Settlement submitted by Class Members.
25 Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
26 Settlement Agreement and the following terms and conditions.

27 7. A full opportunity has been afforded to the Class Members to participate in the
28 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
heard. The Class Members also have had a full and fair opportunity to exclude themselves from

1 the Class Settlement. Pursuant to the Settlement Administrator, no Class Members submitted a
2 timely and valid Request for Exclusion to the Administrator. Accordingly, the Court determines
3 that all Class Members (“Participating Class Members”) are bound by the Class Settlement and
4 by this order and judgment (“Final Approval Order and Judgment”), and that the State of
5 California and all persons employed by Defendants in California and classified as a non-exempt
6 employee who worked for Defendants during the period from May 21, 2023 through July 19,
7 2025 (“Aggrieved Employees”) are bound by the PAGA Settlement and this Final Approval
8 Order and Judgment.

9 8. The Court finds that the Gross Settlement Amount of \$175,000 is fair, reasonable,
10 and appropriate, and hereby approved. The Gross Settlement Amount is subject to the deductions
11 otherwise provided for in this Final Approval Order and Judgment.

12 9. The Court finds that the settlement of the Released PAGA Claims for \$15,000,
13 which is designated and allocated as penalties under the California Private Attorneys General Act
14 of 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The
15 Administrator shall distribute the PAGA Payment as follows: the amount of \$11,250 to the
16 California Labor and Workforce Development Agency, and the amount of \$3,750 to Aggrieved
17 Employees, in accordance with the terms and methodology set forth in the Settlement Agreement.

18 10. The Court finds that payment of administration costs in the amount of \$6,500 is
19 appropriate for the services performed and costs incurred and to be incurred for the notice and
20 settlement administration process. It is hereby ordered that the Administrator, Apex Class Action,
21 LLC, shall issue payment to itself in the amount of \$6,500, in accordance with the terms and
22 methodology set forth in the Settlement Agreement.

23 11. The Court finds that the Class Representative Service Payment sought is fair and
24 reasonable for the work performed by Plaintiffs on behalf of the Class, the State of California,
25 and the Aggrieved Employees. It is hereby ordered that the Administrator issue payment in the
26 amount of \$10,000 to the Class Representative for his Service Payment according to the terms
27 and methodology set forth in the Settlement Agreement.

28 12. The Court finds that the request for attorneys’ fees in the amount of \$58,333.33 to

1 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
2 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
3 are hereby approved. It is hereby ordered that the Administrator issue payment in the amount of
4 \$58,333.33 to Class Counsel for attorneys' fees, in accordance with the terms and methodology
5 set forth in the Settlement Agreement. Five percent (5%) of the attorney's fees are to be withheld
6 by the claims administrator pending satisfactory compliance as found by the Court.

7 13. The Court finds that reimbursement of litigation costs and expenses in the amount
8 of \$18,297.60 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
9 Administrator issue payment in the amount of \$18,297.60 to Class Counsel for reimbursement of
10 litigation costs and expenses, in accordance with the terms and methodology set forth in the
11 Settlement Agreement.

12 14. The Court finds that all amounts not otherwise provided for in this Order and
13 Judgment shall be allocated as the Net Settlement Amount payable as Individual Class Payments.
14 It is hereby ordered that the Administrator issue and distribute payment of the Net Settlement
15 Amount in accordance with the terms and methodology set forth in the Settlement Agreement.

16 15. The Court hereby enters Judgment by which Participating Class Members shall be
17 conclusively determined to have given a release of any and all Released Class Claims against the
18 Released Parties, and all Aggrieved Employees and the State of California shall be conclusively
19 determined to have given a release of any and all Released PAGA Claims against the Released
20 Parties, as set forth in the Settlement Agreement and Class Notice.

21 16. It is hereby ordered that following the Effective Date of the Settlement Agreement,
22 Defendants shall transmit the Gross Settlement Amount by making deposits into the account
23 established by the Administrator for administration of the Settlement in accordance with the terms
24 and methodology set forth in the Settlement Agreement.

25 17. It is hereby ordered that following the deposit of each portion of the Gross
26 Settlement Amount by Defendants, the Administrator shall distribute Individual Class Payments
27 to the Participating Class Members and Individual PAGA Payments to the Aggrieved Employees,
28 the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation

1 Expenses Payment, the Class Representative Service Payments, and the Administration Expenses
2 Payment in accordance with the terms and methodology set forth in the Settlement Agreement.

3 18. Individual Class Payment and Individual PAGA Payment checks shall be valid
4 and negotiable for a period of not less than one hundred and eighty (180) calendar days from the
5 date of issuance, and thereafter, the checks shall be cancelled. The funds associated with
6 Individual Class Payment and/or Individual PAGA Payment checks that have not been cashed or
7 deposited within the 180-day period shall be transmitted to the California Controller's Unclaimed
8 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
9 the requirements of California Code of Civil Procedure § 384(b).

10 19. After entry of this Final Approval Order and Judgment, pursuant to California
11 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement,
12 and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
13 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
14 any dispute arising from or in connection with the distribution of settlement benefits.

15 20. Notice of entry of this Final Approval Order and Judgment shall be given to the
16 Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval
17 Order and Judgment on the Administrator's website for a period of at least one hundred and eighty
18 (180) calendar days after the date of entry of this Final Approval Order and Judgment.
19 Individualized notice is not required.

20 21. A Case Review Hearing Re: Final Accounting and Distribution of Residual Funds
21 is scheduled to be heard on May 19, 2027 at 9:00 a.m. in Department 16 of this Court. The Parties
22 are ordered to file a Final Status Report no later than 10 days prior to the Case Review Hearing.

23
24 8/4/2026
25 Dated: _____


Hon. Benjamin T. Reyes II

26 JUDGE OF THE SUPERIOR COURT
27
28

EXHIBIT A

Superior Court of California, Contra Costa County

Department 16
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S. Lind
Court Executive Officer

MINUTE ORDER

RAMON RODRIGUEZ VS. DISTRICT COUNCIL OF CONTRA COSTA

C24-01377

**COUNTY, SOCIETY OF ST. VINCENT DE PAUL, DIOCESE OF
OAKLAND, A NONPROFIT CORPORATION**

HEARING DATE: 07/22/2026

PROCEEDINGS: *HEARING ON MOTION IN RE: FINAL APPROVAL SET BY THE COURTROOM

DEPARTMENT 16
JUDICIAL OFFICER: BARRY P GOODE

CLERK: ELLEN ROMERO
COURT REPORTER: NOT REPORTED

JOURNAL ENTRIES:

No appearances by either party.

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court and stands as follows:

Summary

Plaintiff Ramon F. Rodriguez ("Plaintiff") filed a Motion for an order granting Final Approval of the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendants District Council Of Contra Costa County, Society of St. Vincent De Paul, Diocese of Oakland, a nonprofit corporation; St. Vincent De Paul Society of Contra Costa County; and St. Vincent De Paul Society ("Defendants") (collectively, "the Parties"). This Motion is unopposed and is **granted**. No appearance is required at the hearing on July 22, 2026.

Background

Plaintiff moves for final approval of the Class Action and PAGA Settlement Agreement with Defendants. This action arises from allegations that Defendants, who operate thrift stores to fund social welfare programs, violated the California Labor Code and Business and Professions Code by failing to pay minimum and overtime wages, failing to provide meal and rest periods, failing to indemnify necessary business expenses, failing to timely pay final wages, and failing to provide accurate wage statements. Plaintiff, a former Donations Attendant employed from November 2019 to August 2023, filed this action on May 23, 2024, and served notice upon the Labor and Workforce Development Agency ("LWDA") on May 21, 2024, subsequently filing a First Amended Complaint adding PAGA claims on July 26, 2024. Following a full-day mediation with mediator Steve Serratore on May 19, 2025, the Parties reached a global settlement. The Court previously granted preliminary approval on November 18, 2025, and directed notice to the class.

The Settlement Class is defined as all current and former hourly employees employed by Defendants in California who were classified as non-exempt during the Class Period of May 23, 2020, through July 19, 2025. The Class consists of 131 Participating Class Members who worked approximately 7,142.9 workweeks during the Class Period. Notice was effectuated by mailing Class Notice Packets on December 4, 2025, following address verification through the National Change of Address database; of 131 notices mailed, 128 were successfully delivered following skip tracing efforts for undeliverable

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notices. As of the January 19, 2026 response deadline, the Settlement Administrator received no requests for exclusion, no objections to the Settlement, and no disputes regarding the allocation of qualifying workweeks.

The Settlement provides for a non-reversionary Gross Settlement Amount of \$175,000.00, to be allocated as follows:

- a. Attorneys' fees of \$58,333.33 (representing 33.33% of the Gross Settlement Amount) to Class Counsel, Sentinel Firm, APC;
- b. Litigation costs of \$18,297.60 to Class Counsel (which is \$1,702.40 under the \$20,000.00 cap, with such excess to be redistributed to the class);
- c. A class representative incentive award of \$10,000.00 to Plaintiff;
- d. PAGA penalties of \$15,000.00; and
- e. Settlement Administration costs of \$6,500.00 to Apex Class Action Administration, LLC.
- f. The resulting Net Settlement Amount of approximately \$85,166.67 shall be distributed to Participating Class Members.

The Net Settlement Amount shall be distributed to Participating Class Members on a pro rata basis according to their proportionate share of workweeks worked during the Class Period, calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members and multiplying the result by each individual's workweeks. Based upon this calculation, the highest Individual Settlement Award is approximately \$2,983.57, and the average Individual Settlement Award is approximately \$650.13. Defendants shall fund the Settlement within sixty days of the Effective Date.

With respect to the PAGA component, Defendants shall pay penalties of \$15,000.00, with seventy-five percent (\$11,250.00) allocated to the LWDA and twenty-five percent (\$3,750.00) distributed to Aggrieved Employees. The Aggrieved Employees are defined as all current and former hourly employees employed by Defendants in California who were classified as non-exempt during the PAGA Period of May 21, 2023, through July 19, 2025, totaling 75 individuals. Individual PAGA Payments shall be calculated based upon each Aggrieved Employee's proportionate share of PAGA Period Pay Periods worked, resulting in an average payment of approximately \$50.00, a highest payment of approximately \$123.38, and a lowest payment of approximately \$0.72.

Upon the Effective Date, all Settlement Class Members who have not validly excluded themselves shall be bound by the release provisions and shall be permanently barred and enjoined from instituting, maintaining, or prosecuting any released claims against the Released Parties. The Settlement constitutes a full and final resolution of all claims arising from or relating to the allegations in the Operative Complaint and the PAGA Notice.

The Court finds that the Settlement is fair, adequate, and reasonable, representing the product of arm's-length negotiations between experienced counsel following sufficient investigation and mediation. The absence of objections and opt-outs, combined with the meaningful recovery for the class and the resolution of PAGA claims, confirms that the Settlement merits final approval. The Court retains jurisdiction to enforce the terms of the Settlement and directs the Parties to effectuate the

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Settlement according to its terms. The Court further sets a final compliance and accounting hearing for June 2027 to monitor the completion of the distribution process.

Analysis

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.)

Attorney fees and Costs

Plaintiff seeks one-third of the total settlement amount as fees, \$58,333.33, 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.)

The Court finds that Class Counsel’s request for attorneys’ fees and costs of \$18,297.60 are reasonable in light of the 91.90 hours expended, the excellent results obtained, and the contingent nature of the representation.

The requested class representative incentive award of \$10,000.00 to Plaintiff is appropriate compensation for his substantial efforts in prosecuting this action. The Settlement Administration costs

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of \$6,500.00 to Apex Class Action Administration, LLC are approved as reasonable and necessary for the distribution of notice and administration of the Settlement.

Ruling

1. The Court finds that the settlement is fair, reasonable, and adequate.
2. The motion is **granted**.
3. Counsel are directed to prepare an order reflecting this tentative ruling and the other findings in the previously submitted proposed order, attaching a copy of this ruling.
4. The judgment should identify the individual class member who is excluded, so that if they ever bring a claim, it can easily be determined that they are not bound by the settlement. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented.
5. Plaintiffs' counsel is ordered to schedule a compliance hearing with the clerk of the court no later than one year from the date of this hearing, and is ordered 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.
6. No appearance is required at the hearing on July 22, 2026.

DATE: 7/22/2026

BY: /s/E. Romero

E. ROMERO, DEPUTY CLERK

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

[PROPOSED] FINAL ORDER AND JUDGMENT

☒ the written confirmation of counsel in this action:

Executed on August 3, 2026, at Los Angeles, California.

Signature