

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO**

Gordon D. Schaber Superior Court, Department 23

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix  
Court Attendant: M. Aria

CSR: None

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**24CV017124**

February 20, 2026  
9:00 AM

**RODRIGUEZ, et al.**

**vs**

**SAC POOL PROS, INC, et al.**

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**MINUTES**

**APPEARANCES:**

Plaintiff Sergio Rodriguez represented by Joseph Donald Sutton.

Plaintiff Eduardo Romero represented by Joseph Donald Sutton.

Plaintiff on behalf of themselves and all other similarly situated individuals represented by Joseph Donald Sutton.

Defendant Sac Pool Pros, Inc represented by Katie Collins, appearing for Laura Cherie McHugh.

Defendant David A. Randolph represented by Katie Collins, appearing for Laura Cherie McHugh.

**NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement**

The above-entitled matter came before this Court for a motion for final approval of class action settlement with the above-named counsel present and appearing remotely via Zoom.

There being no objections from any parties the court affirms the tentative ruling.

**TENTATIVE AFFIRMED**

Plaintiffs Sergio Rodriguez and Eduardo Romero's ("Plaintiffs") motion for final approval of class action and Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and TENTATIVELY GRANTED pending the final fairness hearing.

**Overview**

On August 28, 2024, Plaintiffs initiated this wage and hour class and representative action against Defendants Sac Pool Pros, Inc. and David A. Randolph. ("Defendants"). Plaintiffs allege the following causes of action: (1) failure to pay wages; (2) failure to pay overtime wages; (3) failure to separately pay for rest, recovery, and unproductive time; (4) failure to provide meal

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periods or wages in lieu thereof; (5) failure to provide rest breaks or wages in lieu thereof; (6) waiting time penalties; (7) failure to provide accurate wage statements; (8) reimbursement of expenses; (9) violation of the Unfair Competition Law; and (10) civil penalties pursuant to PAGA.

The Parties engaged in informal discovery prior to mediation. (Sutton Decl. in Support of Preliminary Approval Motion ¶ 17.) Defendants produced class-wide evidence that included timekeeping records and payroll summaries. (*Ibid.*) On May 8, 2025, the Parties attended a mediation with Doug Leach and reached a settlement after all Parties accepted a mediator’s proposal. (*Id.* at ¶ 18.) The Parties entered into a written settlement agreement. On September 9, 2025, Plaintiffs filed an amended settlement agreement. (Exhibits to Supplemental Sutton Decl. in Support of Preliminary Approval Motion at Ex. 2 (“Agreement”).) On October 14, 2025, the Court granted preliminary settlement approval. Plaintiffs now seek final approval of this class and representative settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

### **Settlement Class Certification**

The Court preliminarily certified the following settlement class: All persons who worked for Defendants as non-exempt employees in the State of California at any time from August 28, 2020 through July 8, 2025. (Agreement § I(C).) On October 30, 2025, the settlement administrator mailed the Class Notice to all 184 Class Members and only five were undeliverable after the settlement administrator performed skip tracing. (Polites Decl. ¶¶ 7-10.) As of December 18, 2025 – after the response deadline – there were no opt outs, no objections, and no workweek disputes. (*Id.* at ¶¶ 11-13.) Given the participation rate is 100%, the Court intends to certify the proposed class for settlement purposes only.

### **Aggrieved Employees**

The Agreement defines Aggrieved Employees as: All employees of Defendants who were classified as non-exempt and worked within the State of California at any time from June 19, 2023 through July 8, 2025. (Agreement § I(V).) Plaintiffs’ counsel gave notice of the settlement to the Labor and Workforce Development Agency (“LWDA”) (Sutton Decl. in Support of Preliminary Approval at pg. 15 fn.1.)

### **Class Representatives**

The Court intends to appoint Plaintiffs as Class Representatives for settlement purposes only.

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## Class Counsel

The Court intends to appoint Marco Palau, Joseph Sutton and Eric Trabucco from Advocates for Worker Rights LLP as Class Counsel for settlement purposes only.

## Fair, Adequate and Reasonable Settlement

The Court must find a settlement is “fair, adequate, and reasonable” before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at 1802.) In making its fairness determination, the Court considers the strength of the Plaintiffs’ case, the risk, expenses, 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, and the experience and views of counsel. (*Id.* at 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a non-reversionary, opt out settlement. Defendants will pay the Gross Settlement Amount (“GSA”) of \$194,500. (Agreement § III(A).) Defendants will separately pay Employer Payroll Contributions on the wage portion of the class settlement payments. (*Id.* at § III(B).) The following will be paid out of the GSA: (1) service awards to the Class Representatives of up to \$7,500, each.; (2) attorneys’ fees equaling up to one-third of the GSA (\$64,833.33) and litigation costs not to exceed \$10,000 to Class Counsel; (3) settlement administration costs, estimated at \$6,550; (4) a PAGA Penalty of \$10,000 (65% of which will be paid to the LWDA and 35% of which will be paid to Aggrieved Employees; and (5) individual Class Member payments. (*Id.* at §§ III(C)-(E).) The settlement will be funded in two installments. The first installment will be made 21 days after final settlement approval and the second installment will be made 6 months after the first payment. (*Id.* at § III(B).) The second installment will also include the employer-side payroll taxes. (*Ibid.*)

For tax purposes, individual class member payments will be treated in the following ways: 80% interest and penalties and 20% wages. (Agreement § III(E)(2).) Individual PAGA payments will be treated entirely as penalties. (*Id.* at § III(D)(4).) The settlement accounts for two situations involving settlement checks that are uncashed for more than 120 days after issuance. (*Id.* at § III(G)(11).) If the aggregate funds from uncashed checks total \$2,500 or more, the remaining

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funds will be redistributed to each Participating Class Members who cashed their original check, applying the same pro rata formula for the original settlement shares. (*Ibid.*) If the aggregate funds from uncashed checks total less than \$2,500, or any funds remain after a second disbursement, they will be donated to Centro Legal de la Raza of Oakland California as a *cy pres* beneficiary. (*Ibid.*) The average individual class member payment is approximately \$478.89; the average individual PAGA payment is approximately \$36.08. (Polites Decl. ¶¶ 16 & 18.)

### Attorneys' Fees and Costs

Plaintiffs request an attorneys' fee award of \$64,833.33 – equal to one-third of the GSA. (Sutton Decl. ¶¶ 11-18.) The Court finds an award of \$64,833.33 is appropriate under the common fund method and intends to award the amount requested.

Plaintiffs request an award of litigation costs in the amount of \$9,031.80. (Sutton Decl. ¶ 19.) The Court finds the claimed costs are reasonable and intends to award the amount requested.

### Service Awards

Plaintiffs seeks a service award of \$7,500, each. (Rodriguez Decl. ¶¶ 2-10; Romero Decl. ¶¶ 2-10.) The Court finds a \$7,500 service award to each Class Representative is appropriate and intends to award the amount requested.

### Settlement Administration Expenses

Plaintiffs seek \$6,550 for administration expenses. (Polites Decl. ¶ 19.) The Court intends to award the amount requested.

### Disposition

The Court tentatively finds that the settlement is fair, reasonable and adequate in light of all of the circumstances presented in the moving papers. Provided that no objection is asserted by any class member at the hearing on this matter, the Court anticipates granting final settlement approval and signing the proposed order and judgment submitted with the moving papers. The Court also intends to award attorneys' fees, litigation costs, settlement administration costs, and service awards in the amounts requested.

**The Court sets a settlement compliance hearing for February 19, 2027, at 10:30 a.m. in this department.** At least **15** days prior to the hearing, counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearances will be required.

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**Counsel for Plaintiffs is directed to notice all parties of this order.**

Status Conference regarding settlement compliance is scheduled for 02/19/2027 at 9:00 AM in Department 23 at Gordon D. Schaber Superior Court.

By: */s/ T. Shaddix*  
T. Shaddix, Deputy Clerk

Minutes of: 02/20/2026  
Entered on: 02/20/2026