SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Tani G. Cantil-Sakauye Courthouse, Department 8A

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix CSR: None
Court Attendant: M. Aria

25CV015406 October 16, 2026
9:00 AM

MARTIN, et al.
vs
BOARD OF GOVERNORS OF THE CALIFORNIA COMMUNITY COLLEGES, et al.

MINUTES

APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

There being no request for oral argument, the Court affirmed the tentative ruling.

TENTATIVE AFFIRMED

The Court notes that there are two separate motions for preliminary approval scheduled for this hearing date. The Court issues its consolidated ruling on both motions herein.

I. Defendant Pasadena Area Community College District

Plaintiffs James Keller and Petra Lott's (collectively, "Moving Plaintiffs") motion for preliminary approval of class action settlement is UNOPPOSED and GRANTED as follows.

Overview

On June 27, 2025, Plaintiffs John Martin, *et al*.[1] filed their class action complaint against Defendants Board of Governors of the California Community Colleges, *et al*.[2]

On March 24, 2026, pursuant to the stipulation of the Parties, the Court granted

Plaintiffs leave to file a First Amended Complaint ("1AC"). (Stipulation, filed 12/16/25; 3/13/26 Order; 3/24/26 Order.)

On March 24, 2026, Plaintiffs filed the operative 1AC (removing certain dismissed parties and removing certain allegations), alleging the following causes of action: (1) failure to pay minimum wages and (2) failure to comply with California Education Code § 70901. (Stipulation, filed 12/16/25; 1AC.)

This Action is related to the Sacramento County Superior Court case, *Martin v. California Community Colleges* (Case No. 34-2022-00328402) ("*Martin I*"). (Notice of Related Case, filed 6/27/25.)

Among other things, this Action, Case No. 25CV015406 ("*Martin II*"), alleges that Defendant Pasadena Area Community College District's ("Pasadena" or the "District") compensation practices for part-time instructors during the class period violated the minimum-wage requirements of California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-2001. (1AC ¶ 6, 89-97.)

On April 9, 2026, Moving Plaintiffs and Pasadena (collectively, "Parties") participated in a full-day mediation with mediator Lisa Klerman, following which the Parties agreed to resolve this action. (Lesser Decl., ¶ 7.) Prior to mediation, the Parties engaged in extensive discovery that had taken place in *Martin I*, where Plaintiffs payroll and employment policies and conducted a detailed analysis of hours worked versus compensation paid (*Id*. at ¶ 4.) Plaintiffs also took depositions of Defendant's most knowledgeable persons on pay policies and compensation of part time professors, including Brian Cummins, Director of Human Resources, Sandra Meda-Walker, Payroll Supervisor, and Dr. Dootsdeemalachanok Thongtiraj, Dean of English and Language Studies. (*Ibid*.)

The Parties entered into a written settlement agreement[3] ("Agreement") and now move for preliminary approval of the class 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. (Lesser Decl., ¶ 22, Exh. 1 ("Agreement").)

Settlement Class Certification

Moving Plaintiffs move to certify the following settlement Class, or as referenced in the Agreement the "Pasadena Class": "all part-time instructors employed by the District from winter intersession 2024 through and including summer session 2026, (i.e., the academic sessions comprised of winter intersession 2024, spring semester 2024, summer session 2024, fall semester 2024, spring semester 2025, summer session 2025, fall semester 2025 and Spring semester 2026 up through August 14, 2026),

which class, according to the District's records, consists of 874 individuals." (Agreement, ¶ 1.4.) The Class Period is defined to mean Spring semester 2024 through August 14, 2026. (*Id*. at ¶ 1.11.)

The Parties stipulated to certification for settlement purposes. (*Id*. at ¶ 2.7.) The Court finds, based on the moving papers, that Moving Plaintiffs have established the requisites for class certification. Accordingly, the Court preliminarily certifies the proposed class for settlement purposes only.

Class Representatives

Moving Plaintiffs are preliminarily appointed as Class Representatives for settlement purposes only.

Class Counsel

The Court preliminarily appoints Kemnitzer, Barron & Krieg, LLP; Klafter Lesser LLP; Law Offices of Daniel M. Galpern; Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins, and Clarkson Law Firm PLLC as Class Counsel for settlement purposes only.

Settlement Administrator

The Court approves Phoenix Class Action Administration as Settlement Administrator.

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.) In making its fairness determination, the Court considers the strength of the Plaintiff's 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 p. 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. Pasadena will pay the Gross Settlement Amount ("GSA") of $4,000,000, to be paid into a Qualified Settlement Fund ("QSF"). (Agreement, ¶¶ 1.19, 4.1.) Pasadena will separately pay the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id*. at ¶ 3.1.) The

following will be paid out of the GSA: (1) a service payment to Moving Plaintiffs of not more than $5,000, each ($10,000 total); (2) attorneys' fees award equaling not more than 1/3 of the GSA and litigation expenses payment not to exceed $24,400 to Class Counsel; (3) settlement administration costs not to exceed $9,775, absent good cause; and (4) Individual Class Member payments. (Agreement, ¶¶ 1.3, 1.13, 1.19, 3.1-3.2.)

Each Settlement Class Member is eligible to receive an average gross benefit of approximately $3,025. (Lesser Decl., ¶ 17.) Class Members have 45 days to respond to the Class Notice, plus an additional 14 days for Class Members whose Class Notice was re-mailed. (Agreement ¶¶ 1.30, 8.5.) For any Class Member whose Individual Class Payment check is uncashed and cancelled after the Void Date, the Administrator will transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member. (*Id*. at ¶ 5.5.)

Disposition

The Court preliminarily finds that all relevant factors support settlement approval. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1802.) The papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the Parties, and therefore, this Court, to act intelligently with respect to the settlement. Class Counsel conducted an investigation into the facts and law and issues in this case, including the exchange of informal discovery and the review of relevant information. The settlement appears to be within the "ballpark of reasonableness." (Lesser Decl., ¶¶ 11-18.) Therefore, the motion is GRANTED.

The Court also approves the proposed Class Notice. The Notice shall be disseminated as provided in the Agreement.

The Final Approval Hearing will take place on March 5, 2027, at 9:00 a.m., in Department 8A.

The Court will sign the Proposed Order submitted with the moving papers. **The Court will fill in the information at Paragraphs 5 and 17(6) regarding the Final Approval Hearing.**

Moving Plaintiffs must include any request for attorneys' fees, costs, and the service award in the final approval motion, *not* a separately filed motion.

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

II. Defendant Yosemite Community College District

Plaintiffs Stan Porter and Joseph McCarty (collectively, "Moving Plaintiffs") motion for

preliminary approval of class action settlement is UNOPPOSED and GRANTED as follows.

Overview

On June 27, 2025, Plaintiffs John Martin, *et al*.[4] filed their class action complaint against Defendants Board of Governors of the California Community Colleges, *et al*.[5]

On March 24, 2026, pursuant to the stipulation of the Parties, the Court granted Plaintiffs leave to file a First Amended Complaint ("1AC"). (Stipulation, filed 12/16/25; 3/13/26 Order; 3/24/26 Order.)

On March 24, 2026, Plaintiffs filed the operative 1AC (removing certain dismissed parties and removing certain allegations), alleging the following causes of action: (1) failure to pay minimum wages and (2) failure to comply with California Education Code § 70901. (Stipulation, filed 12/16/25; 1AC.)

This Action is related to the Sacramento County Superior Court case, *Martin v. California Community Colleges* (Case No. 34-2022-00328402) ("*Martin I*"). (Notice of Related Case, filed 6/27/25.)

Among other things, this Action, Case No. 25CV015406 ("*Martin II*"), alleges that Defendant Yosemite Community College District's ("Yosemite" or the "District") compensation practices for part-time instructors during the class period violated the minimum-wage requirements of California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-2001. (1AC ¶ 6, 89-97.)

On June 8, 2026, Moving Plaintiffs and Yosemite (collectively, "Parties") participated in a full-day mediation with mediator Christopher Panetta, following which the Parties agreed to resolve this action. (Lesser Decl., ¶ 7.) Prior to mediation, the Parties engaged in extensive discovery that had taken place in *Martin I*, where Plaintiffs payroll and employment policies and conducted a detailed analysis of hours worked versus compensation paid (*Id*. at ¶ 4.)

The Parties entered into a written settlement agreement[6] ("Agreement") and now move for preliminary approval of the class 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. (Lesser Decl., ¶ 22, Exh. 1 ("Agreement").)

Settlement Class Certification

Moving Plaintiffs move to certify the following settlement Class, or as referenced in the

Agreement the "Yosemite Class": "all part-time instructors employed by the District from winter intersession 2024 through and including summer session 2026, (i.e., the academic sessions comprised of spring semester 2024, summer session 2024, fall semester 2024, spring semester 2025, summer session 2025, fall semester 2025 and Spring semester 2026 up through August 15, 2026), which class, according to the District's records, consists of 819 individuals." (Agreement, ¶ 1.4.) The Class Period is defined to mean the Winter session of 2024 through August 15, 2026. (*Id*. at ¶ 1.11.)

The Parties stipulated to certification for settlement purposes. (*Id*. at ¶ 2.7.) The Court finds, based on the moving papers, that Moving Plaintiffs have established the requisites for class certification. Accordingly, the Court preliminarily certifies the proposed class for settlement purposes only.

Class Representatives

Moving Plaintiffs are preliminarily appointed as Class Representatives for settlement purposes only.

Class Counsel

The Court preliminarily appoints Kemnitzer, Barron & Krieg, LLP; Klafter Lesser LLP; Law Offices of Daniel M. Galpern; Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins, and Clarkson Law Firm PLLC as Class Counsel for settlement purposes only.

Settlement Administrator

The Court approves American Legal Claim Services LLC as Settlement Administrator.

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.) In making its fairness determination, the Court considers the strength of the Plaintiff's 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 p. 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. Yosemite will pay the Gross Settlement Amount ("GSA") of $3,500,000, to be paid into a Qualified Settlement Fund ("QSF"). (Agreement, ¶¶ 1.19, 4.1.) Yosemite will separately pay the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (*Id*. at ¶ 3.1.) The following will be paid out of the GSA: (1) a service payment to Moving Plaintiffs of not more than $7,500, each ($15,000 total); (2) attorneys' fees award equaling not more than 1/3 of the GSA and litigation expenses payment not to exceed $13,500 to Class Counsel; (3) settlement administration costs not to exceed $15,000, absent good cause; and (4) Individual Class Member payments. (Agreement, ¶¶ 1.3, 1.13, 1.19, 3.1-3.2.)

Each Settlement Class Member is eligible to receive an average gross benefit of approximately $2,795.89. (Lesser Decl., ¶ 17.) Class Members have 45 days to respond to the Class Notice, plus an additional 14 days for Class Members whose Class Notice was re-mailed. (Agreement ¶¶ 1.30, 8.5.) For any Class Member whose Individual Class Payment check is uncashed and cancelled after the Void Date, the Administrator will transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member. (*Id*. at ¶ 5.5.)

Disposition

The Court preliminarily finds that all relevant factors support settlement approval. (*Dunk*, *supra*, 48 Cal.App.4th at p. 1802.) The papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the Parties, and therefore, this Court, to act intelligently with respect to the settlement. Class Counsel conducted an investigation into the facts and law and issues in this case, including the exchange of informal discovery and the review of relevant information. The settlement appears to be within the "ballpark of reasonableness." (Lesser Decl., ¶¶ 11-18.) Therefore, the motion is GRANTED.

The Court also approves the proposed Class Notice. The Notice shall be disseminated as provided in the Agreement.

The Final Approval Hearing will take place on March 5, 2027, at 9:00 a.m., in Department 8A.

The Court will sign the Proposed Order submitted with the moving papers. **The Court will fill in the information at Paragraphs 5 and 17(6) regarding the Final Approval Hearing.**

Moving Plaintiffs must include any request for attorneys' fees, costs, and the service award in the final approval motion, *not* a separately filed motion.

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

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[1] The Complaint names the following additional Plaintiffs: Jodi Rives, Linda Fraser, Sandra Blackman, Arnie Schoenberg, Bobbi-Lee Smart, Deanna Azevedo, Ellen Straw, Stan Porter, James Keller, Mercedes Mcdonald, Siane Holland, Petra Lott, Laura Talley, Lyndsey Lefebvre, James Ford, Santino Labbate, Joseph Mccarty, Anna Mckennon, Jessica Lyn White, and Pamela Neronha.

[2] The Complaint names the following additional Defendants: Shasta-Tehama-Trinity Joint Community College District, Butte-Glenn Community College District, Yuba Community College District, Los Rios Community College District, Mt. San Jacinto Community College District, San Diego Community College District, Cerritos Community College District, Los Angeles Community College District, San Joaquin Delta Community College District, Mt. San Antonio Community College District, Yosemite Community College District, Pasadena Area Community College District, Santa Clarita Community College District.

[3] Plaintiffs note that the Settlement documents for this proposed Settlement (the Settlement Agreement itself and the exhibits thereto as well as this memorandum and the supporting declarations), are "immaterially different – except as to defendant, some small aspects of the discovery that was taken vis-à-vis the District, and the Settlement amount – from those that were submitted to the Court as to Defendant Santa Clarita Community College District with respect to the preliminary approval motion on June 12, 2026, which the Court approved on July 31, 2026." (Mov. MPA p.1:11-17.)

[4] The Complaint names the following additional Plaintiffs: Jodi Rives, Linda Fraser, Sandra Blackman, Arnie Schoenberg, Bobbi-Lee Smart, Deanna Azevedo, Ellen Straw, Stan Porter, James Keller, Mercedes Mcdonald, Siane Holland, Petra Lott, Laura Talley, Lyndsey Lefebvre, James Ford, Santino Labbate, Joseph Mccarty, Anna Mckennon, Jessica Lyn White, and Pamela Neronha.

[5] The Complaint names the following additional Defendants: Shasta-Tehama-Trinity Joint Community College District, Butte-Glenn Community College District, Yuba Community College District, Los Rios Community College District, Mt. San Jacinto Community College District, San Diego Community College District, Cerritos Community College District, Los Angeles Community College District, San Joaquin Delta Community College District, Mt. San Antonio Community College District, Yosemite Community College District, Pasadena Area Community College District, Santa Clarita Community College District.

[6] Plaintiffs note that the Settlement documents for this proposed Settlement (the Settlement Agreement itself and the exhibits thereto as well as this memorandum and the supporting declarations), are "immaterially different – except as to defendant, some small aspects of the discovery that was taken vis-à-vis the District, and the Settlement amount – from those that were submitted to the Court as to Defendant Santa Clarita

Community College District with respect to the preliminary approval motion on June 12, 2026, which the Court approved on July 31, 2026." (Mov. MPA p.1:10-16.)

Hearing on Motion for Final Approval of Settlement is scheduled for 03/05/2027 at 09:00 AM in Department 8A at Tani G. Cantil-Sakauye Courthouse.

/s/ T. Shaddix
T. Shaddix, Deputy Clerk

By:

Minutes of: 10/16/2026
Entered on: 10/16/2026