

TENTATIVE RULINGS

DEPT CX102

Judge Layne H. Melzer

Court Reporters: Official court reporters (i.e., court reporters employed by the Court) are **NOT** typically provided for law and motion matters in this department. If a party desires a record of a law and motion proceeding, it will be the party's responsibility to provide a court reporter. Parties must comply with the court's policy on the use of privately retained court reporters which can be found on the court's website at [Court Reporter Services | Superior Court of California | County of Orange](#).

Tentative rulings: The court endeavors to post tentative rulings on the court's website in the morning, prior to the afternoon hearing. However, ongoing proceedings such as jury trials may prevent posting by that time. Tentative rulings may not be posted in every case. Please do not call the department for tentative rulings if tentative rulings have not been posted. The court will not entertain a request to continue a hearing or the filing of further documents once a tentative ruling has been posted.

Submitting on tentative rulings: If all counsel intend to submit on the tentative ruling and do not desire oral argument, please advise the Courtroom Clerk or Courtroom Attendant by calling (657) 622-5302. Please do not call the department unless all parties submit on the tentative ruling. If all sides submit on the tentative ruling and so advise the court, the tentative ruling shall become the court's final ruling and the prevailing party shall give notice of the ruling and prepare an order for the court's signature if appropriate under Cal. R. Ct. 3.1312.

Non-appearances: If nobody appears for the hearing and the court has not been notified that all parties submit on the tentative ruling, the court shall determine whether the matter is taken off calendar or the tentative ruling becomes the final ruling. The Court also might make a different order at the hearing. (*Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442, fn. 1.)

APPEARANCES: Department CX102 conducts non-evidentiary proceedings, such as law and motion, remotely, by Zoom videoconference pursuant to CCP §367.75, California Rule of Court (CRC) 3.672 and Orange County Local Rule (OCLR) 375. All counsel and self-represented parties appearing for such hearings must check-in online through the Court's civil video appearance website at [Civil Remote Hearings | Superior Court of California | County of Orange](#) prior to the commencement of their hearing. Once the online check-in is completed, participants will be prompted to join the courtroom's Zoom hearing session. Participants will initially be directed to a virtual waiting room pending the start of their specific video hearing. Check-in instructions and instructional video are available on the website. The Court's "Appearance Procedures and Information--Civil Unlimited and Complex" ("Appearance Procedures") and "Guidelines for Remote Appearances" ("Guidelines") contained on the Court's website will be strictly enforced. Parties preferring to appear in-person for law and motion hearings may do so pursuant to CCP §367.75 and OCLR 375.

PUBLIC ACCESS: The courtroom remains open for all evidentiary and non-evidentiary proceedings.

No filming, broadcasting, photography, or electronic recording is permitted of the video session pursuant to California Rules of Court, rule 1.150 and Orange County Superior Court rule 180.

TENTATIVE RULINGS**June 26th, 2025**

#	Case Name	
100	Echeverria vs. Statek Corporation 2021-01192372	Final Accounting Plaintiff and the settlement administrator have confirmed that the distribution of the settlement funds has been completed and made in accordance with the terms of the PAGA Settlement Agreement, the Amended PAGA Settlement Agreement, and the Amendment to the Amended PAGA Settlement Agreement (collectively, "Settlement Agreement"). As Plaintiff has shown that the settlement funds have been fully disbursed, the Court's file may now be closed. Plaintiff is ordered to give notice of this ruling, including to the LWDA, within five (5) court days.
101	42 Offshore, LLC, a Delaware limited liability company, vs. RB Fashion Homes LLC, a California limited liability company 2024-01430768	Motion to Be Relieved as Counsel of Record HEARING VACATED/SUBSTITUTION FILED
102	Finnell vs. Control Air Enterprises, LLC 2021-01211292	Motion for Sanctions The Court will hear from the parties regarding this matter and declines to provide a definitive ruling. The Court does however make the following observations. CAE's actions would appear to constitute a violation of the Court's June 2023 Discovery Order. However, Plaintiff's request for issue and evidentiary sanctions would seem excessive. It would largely tip the scales in this case toward liability in a circumstance where there is no evidence the ostensibly withheld records would have undermined the affirmative defense at which the issue/evidentiary sanction is directed. In sum, it does not seem appropriately calibrated to issue an

		<p>order that (1) precludes CAE from introducing <u>any</u> evidence or testimony at trial that it had a legitimate, non-discriminatory or non-retaliatory reason for Plaintiff's termination, or (2) predetermines that CAE has no legitimate, non-discriminatory or non-retaliatory reason for Plaintiff's termination. Such evidentiary and issue sanctions would exceed what is necessary to protect Plaintiff's interests that may have been negatively impacted by CAE's violation of the Discovery Order.</p> <p>The Court will therefore hear from the parties regarding whether and to what extent any sanction is appropriate under the circumstances.</p>
103	Rabbani vs. Spectraforce Technologies Inc. 2025-01455741	<p>1. Joinder 2. Petition to Compel Arbitration 3. Case Management Conference</p> <p>CONTINUED PER EX PARTE APPLICATION</p>
104	Cardenas vs. Foreside Management Company 2024-01400654	<p>1. Motion to Compel Arbitration 2. Case Management Conference</p> <p>Defendant Foreside Management Company moves to compel arbitration of plaintiff Mayra Diaz Cardenas' individual claims and dismiss or stay the class claims pending completion of the arbitration. For the following reasons, the hearing is CONTINUED to July 24, 2025, at 2PM.</p> <p>The right to arbitration depends upon contract; a petition to compel arbitration is simply a suit in equity seeking specific performance of that contract. Little v. Pullman (2013) 219 Cal.App.4th 558, 565. The petitioner bears the burden of proving the existence of a valid arbitration agreement by the preponderance of the evidence, and a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense. Id.</p> <p>While neither party has addressed the issue, the court observes the arbitration agreement contains a sweeping delegation clause, which provides, in relevant part:</p> <p>Except as provided in Section III, the arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any individual claim or the enforceability or formation of this Agreement (including all defenses to contract enforcement such as, for example, waiver of the right to compel arbitration).</p>

		<p>ROA 24 Ex. A § IV. In other words, the Agreement states the arbitrator will have exclusive authority to resolve all disputes regarding “arbitrability”, “enforceability”, or “formation” of the Agreement. ROA 24 Ex. A ¶ IV.</p> <p>Accordingly, the parties are ordered to file separate, supplemental briefs, no longer than six pages in length, that address the import and effect of the delegation clause, including: (1) Whether the delegation clause requires that the arbitrator (rather than the Court) adjudicate plaintiffs’ challenges to the arbitration agreement; (2) What issues, if any, are reserved for the Court (rather than the arbitrator) notwithstanding the delegation clause.</p> <p>The supplemental briefs shall be filed no later than 10 court days prior to the continued hearing.</p> <p>Clerk to give notice.</p>
105	Hurtado vs. Foreside Management Company 2024-01410314	<p>Case Management Conference</p> <p>Continued to July 24, 2025, at 2PM in conjunction with Nos. 104 and 106</p>
106	Diaz Cardenas vs. Foreside Management Company 2024-01415867	<p>1. Motion to Compel Arbitration 2. Case Management Conference</p> <p>Defendant Foreside Management Company moves to compel arbitration of plaintiff Mayra Diaz Cardenas’ individual PAGA claims and stay the representative PAGA claims pending completion of the arbitration. For the following reasons, the hearing is CONTINUED to July 24, 2025, at 2PM.</p> <p>The right to arbitration depends upon contract; a petition to compel arbitration is simply a suit in equity seeking specific performance of that contract. Little v. Pullman (2013) 219 Cal.App.4th 558, 565. The petitioner bears the burden of proving the existence of a valid arbitration agreement by the preponderance of the evidence, and a party opposing the petition bears the burden of proving by a preponderance of the evidence any fact necessary to its defense. Id.</p> <p>While neither party has addressed the issue, the court observes the arbitration agreement contains a sweeping delegation clause, which provides, in relevant part:</p> <p>Except as provided in Section III, the arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any individual claim or the enforceability or formation of this Agreement (including all</p>

		<p>defenses to contract enforcement such as, for example, waiver of the right to compel arbitration).</p> <p>ROA 24 Ex. A § IV. In other words, the Agreement states the arbitrator will have exclusive authority to resolve all disputes regarding “arbitrability”, “enforceability”, or “formation” of the Agreement. ROA 24 Ex. A ¶ IV.</p> <p>Accordingly, the parties are ordered to file separate, supplemental briefs, no longer than six pages in length, that address the import and effect of the delegation clause, including: (1) Whether the delegation clause requires that the arbitrator (rather than the Court) adjudicate plaintiffs’ challenges to the arbitration agreement; (2) What issues, if any, are reserved for the Court (rather than the arbitrator) notwithstanding the delegation clause.</p> <p>The supplemental briefs shall be filed no later than 10 court days prior to the continued hearing.</p> <p>Clerk to give notice.</p>
107	Baird vs. Hyatt Corporation 2023-01355795	<p>1. Motion to Compel Answers to Form Interrogatories 2. Motion to Compel Answers to Special Interrogatories 3. Case Management Conference</p> <p>MOTIONS HAVE BEEN WITHDRAWN PER STIP AND ORDER</p>
108	BOLANOS vs. NEWPORT FAB, LLC, a Delaware Limited Liability Company 2022-01280696	<p>Motion for Final Approval</p> <p>The Motion for Final Approval of Class Action and PAGA Settlement filed by Plaintiffs Valeria Bolanos and Fanny Thorng is GRANTED.</p> <p>This is a putative wage-and-hour class action and PAGA matter. On September 15, 2022, Plaintiff Valeria Bolanos, as an individual and on behalf of all others similarly situated, filed a Class Action Complaint against Defendants Newport Fab, LLC; Tower Semiconductor Newport Beach, Inc.; Jazz Semi-conductor Trusted Foundry, Inc.; Tower Semiconductor USA, Inc.; and Jazz Semiconductor, Inc. The Complaint asserted eight (8) causes of action for various wage-and-hour violations of the Labor Code and unfair competition. On October 28, 2022, Bolanos filed a separate Complaint for Violation of the Private Attorneys’ General Act.</p> <p>On September 9, 2022, Plaintiff Fanny Thorng filed a separate class action against Defendants, and added a PAGA claim on</p>

November 15, 2022, wherein she alleged substantially similar claims as those alleged by Bolanos.

On January 26, 2023, upon the request of Bolanos, the Court dismissed Defendants Tower Semiconductor Newport Beach, Inc.; Jazz Semiconductor Trusted Foundry, Inc.; Tower Semiconductor USA, Inc.; and Jazz Semiconductor, Inc. from instant action, without prejudice.

On October 19, 2023, pursuant to stipulation and order, Bolanos filed the operative First Amended Complaint, wherein she alleged the original eight (8) causes of action, added the separate PAGA claim, and added Thorng as a named plaintiff. The only remaining Defendant is Newport Fab, LLC.

On February 14, 2024, the Court consolidated the Bolanos and Thorng matters and designed the Bolanos matter as the lead case.

On June 12, 2024, Plaintiffs filed the Motion for Preliminary Approval. On November 8, 2024, at the second hearing on the matter, the Court granted the Motion, and the Order Granting Preliminary Approval was entered on November 15, 2024.

On June 10, 2025, Plaintiffs filed the current Motion for Final Approval. The Motion seeks final approval of the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement"), which provides for the settlement of Plaintiffs' claims for the non-reversionary Gross Settlement Amount of \$3,900,000.00, including a total of \$100,000.00 in PAGA penalties. The Class is comprised of 1,195 Class Members consisting of: "All persons who worked for Newport Fab as an hourly-paid or non-exempt employee at any time during the Class Period." The Class Period is defined as the period from March 21, 2018, to April 13, 2024.

There are also 876 Aggrieved Employees included in the Settlement, and they consist of: "All persons who worked for Newport Fab as an hourly-paid or non-exempt employee at any time during the PAGA Period." The PAGA Period is defined as the period from August 23, 2021, to April 13, 2024.

On December 12, 2024, the settlement administrator, Phoenix Settlement Administrators, sent Notice Packets via U.S. Mail to 1,165 Class Members. After receiving additional information from Defendant, the settlement administrator sent Notice Packets via U.S. Mail to an additional 30 Class Members. As of June 3, 2025, no Class Members had requested to be excluded from, or objected to, the Settlement. In addition, as of June 3,

2025, no Class Members had submitted a dispute as to the number of weeks worked during the Class Period.

The Court concludes that the \$3,900,000.00 Class Action and PAGA Settlement is fair and reasonable, and that the notice to the Class was adequate. Therefore, the Court certifies the defined Class for settlement purposes only, and approves the following specific awards and disbursements:

- Attorneys' fees totaling \$1,170,000.00 to Class Counsel, with \$585,000.00 awarded to Crosner Legal, P.C., and \$585,000.00 awarded to Wilshire Law Firm, PLC;
- Litigation costs totaling \$26,981.90, with \$8,512.99 awarded to Crosner Legal, P.C., and \$18,468.91 awarded to Wilshire Law Firm, PLC;
- Settlement administration costs of \$12,000.00 awarded to Phoenix Settlement Administrators;
- Class Representative Service Payments totaling \$15,000.00, with \$10,000.00 awarded to Plaintiff Fanny Thorng, and \$5,000.00 awarded to Plaintiff Valeria Bolanos;
- \$75,000.00 remitted to the Labor and Workforce Development Agency (LWDA) for its share of the PAGA penalties.

The Net Settlement Amount payable to all Class Members is \$2,601,018.10, including the \$25,000.00 in PAGA penalties to be distributed to the Aggrieved Employees in accordance with the terms of the Settlement Agreement. Pursuant to the Settlement Agreement, Defendant is ordered to separately pay all employer payroll taxes owed on the wage portions of the Individual Class Payments.

Within five (5) court days, Class Counsel must submit a revised Proposed Order with the following corrections:

- Remove attorney information from the caption page;
- Include case number of the consolidated *Thorng* action;
- Revise the amount of attorneys' fees, litigation costs, and Class Representative Service Payments so as to be consistent with this ruling;
- Revised Paragraph 12 to require the submission of the joint compliance report at least sixteen (16) calendar days before the Final Accounting hearing.

Final Accounting is set for June 25, 2026, at 2:00 p.m. in Department CX102. Counsel shall submit the final report of the settlement administrator regarding the status of the settlement administration no later than sixteen (16)

		<p>calendar days prior to the hearing. The final report must include all information necessary for the Court to determine the total amount of the settlement funds actually paid to the Class Members and Aggrieved Employees, and the amount of unclaimed funds, if any, remitted to the State Controller's Office. If the settlement funds are not completely disbursed by the report deadline, counsel must request a continuance.</p> <p>Plaintiff is ordered to give notice of this ruling, including to the LWDA, and file proof of service within five (5) court days after entry of the Final Approval Order and Judgment.</p>
109	<p>Garcia vs. Help for Brain Injured Children, Inc.</p> <p>2022-01299208</p>	<p>Motion for Approval of Class Settlement</p> <p>Plaintiff Michael Garcia's Motion for Preliminary Approval of Class and Representative Action Settlement is CONTINUED to August 28, 2025, at 2:00 p.m. in Department CX102 in order to give Class Counsel an opportunity to address the issues identified below.</p> <p>This is a putative wage-and-hour class action and PAGA matter. On December 29, 2022, Plaintiff Michael Garcia, an individual and on behalf of all others similarly situated ("Plaintiff"), filed a Class Action Complaint against Defendant Help for Brain Injured Children, Inc. ("Defendant"). The Complaint asserts nine (9) causes of action for various violations of the Labor Code's wage-and-hour provisions.</p> <p>On September 29, 2023, Defendant filed a Notice of Related Case as to <i>Garcia v. Help for Brain Injured Children, Inc.</i>, Case No. 2023-01316016, wherein Plaintiff filed a separate Class and Representative Action Complaint. The actions were deemed related on October 16, 2023.</p> <p>On April 4, 2025, upon stipulation and order, Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC") alleging the same nine causes of action alleged in the Class Action Complaint and adding two causes of action for Violation of Labor Code § 432.7 and Civil Penalties under PAGA. On April 15, 2025, upon Plaintiff's formal request, the related action was dismissed.</p> <p>On April 11, 2025, Plaintiff filed the instant Motion for Preliminary Approval of Class and Representative Action Settlement, and submitted the Joint Stipulation re: Class Action and Representative Action Settlement ("Settlement Agreement") and the Class Notice for the Court's review. The Motion seeks preliminary approval of the parties' proposed</p>

settlement for the non-reversionary Gross Settlement Amount of \$333,000.00.

The Court has identified some concerns with the Settlement Agreement and Class Notice. Accordingly, the following issues must be addressed before preliminary approval can be granted:

1. In the Settlement Agreement, the Class and PAGA Periods are tied to the date of preliminary approval rather than a definite end date. This renders the Class and PAGA Periods uncertain.
2. In the Settlement Agreement, the Escalator Clause gives Defendant an option to shorten the Class Period. This option is problematic because it further renders the Class Period uncertain and may eliminate otherwise eligible Class Members from the Settlement.
3. In the Settlement Agreement and Class Notice, the Response Deadline for the submission of Requests for Exclusion, Objections, and Class Member Disputes must be 60 days after the mailing of the Class Notice, and allow an additional 45 days for submission after any remailing of the Class Notice.
4. The Settlement Agreement provides that if settlement administration costs exceed \$7,950.00, the excess will be paid out of the Gross Settlement Amount. This is improper. Any excess settlement administration costs should be paid separately by the parties.
5. The Settlement Agreement must state that the Court's continuing jurisdiction is pursuant to CRC 3.769(h) as well as CCP § 664.6.
6. In the Class Notice, it provides that Requests for Exclusion may be submitted by fax or email as well as mail. However, the Settlement Agreement only provides for submission by mail. The Class Notice and Settlement Agreement must be consistent.
7. Rather than have Class Members prepare their own opt out requests, objections, and workweek disputes, the Class Notice must include a Request for Exclusion Form, Objection Form, and Dispute Form that Class Members can submit.
8. Class Counsel must provide information regarding the estimated average individual class settlement payment and average individual PAGA payment.
9. Class Counsel must provide a more fulsome valuation analysis regarding the discounts taken for merits and certification risks as to each category of claims, the risk-adjusted value of each category of claims, and the total risk-adjusted value of all claims.

		<p>10. Class Counsel must provide a Proposed Order for the Court's review.</p> <p>Class Counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide red-lined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a continuance.</p> <p>Plaintiffs to give notice of this Court's ruling, including to the LWDA, within five (5) calendar days, and file proof of service.</p>
110	<p>Hernandez vs. Santa Ana Country Club</p> <p>2023-01335144</p>	<p>Motion for Approval of Class Settlement</p> <p>The Motion for Approval of PAGA Settlement filed by Plaintiffs Jaime Hernandez and Isidro Ordaz is CONDITIONALLY GRANTED, pending the submission of a supplemental declaration from Plaintiffs' counsel regarding the lack of an escalator clause in the Settlement Agreement and the submission of a declaration from the settlement administrator regarding its proposed administration of the settlement and an estimate of fees.</p> <p>This is a PAGA-only matter. On July 3, 2023, Plaintiffs Jaime Hernandez and Isidro Ordaz, on behalf of all aggrieved employees ("Plaintiffs"), filed a Complaint for Violation of the California Private Attorneys General Act against Santa Ana Country Club ("Defendant"). The Complaint alleges a single cause of action for violation of the PAGA predicated on the following wage-and-hour violations: (a) failure to include non-discretionary bonus compensation in regular rate of pay; (b) failure to authorize and permit rest periods and correctly calculate rest period premium pay; and (c) failure to provide meal periods and correctly calculate meal period premium pay. Defendant answered on July 24, 2024.</p> <p>On October 15, 2024, pursuant to Stipulation and Order, Plaintiffs filed the operative First Amended Complaint ("FAC") adding a predicate claim for failure to properly calculate sick pay.</p> <p>On March 24, 2025, Plaintiffs filed the current Motion for Approval of PAGA Settlement. The Motion seeks approval of the Stipulation and Agreement for PAGA Settlement ("Settlement Agreement"), which provides for the non-reversionary Gross Settlement Amount of \$150,000.00. The</p>

settlement group includes 140 PAGA Group Members comprised of: "Any individual who is or previously was employed by Santa Ana Country Club as a non-exempt employee at any time during the PAGA Period." The PAGA period is the period from May 1, 2022, to and including October 17, 2024.

Based on the representations of Plaintiff's counsel and a review of the Settlement Agreement, the Court concludes that the \$150,000.00 PAGA Settlement is fair and reasonable.

However, the Court notes that Plaintiff's counsel has not filed a supporting declaration from the settlement administrator. In addition, the Court finds that Plaintiff's counsel has not provided an explanation as to why the Settlement Agreement does not contain an escalator clause or whether there are any concurrent pending cases against Defendant.

Accordingly, within five (5) court days, Plaintiff's counsel must:

- File the settlement administrator's declaration in support of this Motion, including a copy of the settlement administrator's invoice for fees and costs;
- File a supplemental declaration explaining why the Settlement Agreement does not contain an escalator clause and stating whether there are any concurrent pending cases against Defendant;
- Provide a revised Proposed Order removing all attorney information from the caption page, correcting the ROA number reference in the opening paragraph to "ROA No. 50", and stating in Paragraph 19 that the Court's continuing jurisdiction is also pursuant to CRC 3.769(h).

Upon submission and approval of these documents, the Court will grant the Motion and approve the following awards and disbursements from the Gross Settlement Amount:

- Attorneys' fees of \$50,000.00, with \$25,000.00 awarded to Barkhordarian Law Firm, PLC, and \$25,000.00 awarded to Shah Law Group, P.C.;
- Litigation costs of \$11,828.55 awarded to Barkhordarian Law Firm, PLC;
- Settlement administration costs of \$5,300.00 to Atticus Administration, LLC
- PAGA Representative Enhancement Payments totaling \$15,000.00, with \$10,000.00 awarded to Plaintiff Jaime Hernandez, and \$5,000.00 awarded to Plaintiff Isidro Ordaz.

		<p>PAGA Penalties in the amount of \$64,700.00 shall be allocated as follows: seventy-five percent (75%), or \$48,525.00, payable to the Labor and Workforce Development Agency (LWDA), and twenty-five percent (25%), or \$16,175.00, payable to the PAGA Group Members, in accordance with the terms of the Settlement Agreement.</p> <p>The Final Accounting hearing is set for February 26, 2026, at 2:00 p.m. in Department CX102. Plaintiff's counsel must submit a final report regarding distribution of the settlement funds at least fourteen (14) calendar days prior to the hearing regarding the status of the settlement administration. The final report must include all information necessary for the Court to determine the total amount actually paid to PAGA Group Members and any uncashed funds remitted to the State Controller's Office. If the uncashed funds are not fully disbursed by the report deadline, counsel must request a continuance of the Final Accounting hearing.</p> <p>Plaintiffs to give notice, including to the LWDA, of this ruling, and file proof of service within five (5) calendar days of the date the Order and Judgment is entered.</p>
111	<p>Pereyra vs. Precision Ferrites & Ceramics, Inc., a California Corporation</p> <p>2022-01271747</p>	<p>Motion for Approval of Class Settlement</p> <p>The Court has reviewed the supplemental materials provided by Class Counsel and finds that they substantially address the previously identified concerns. Accordingly, Plaintiff Fernando Pereyra's Motion for Preliminary Approval of Class and Representative Action Settlement is GRANTED.</p> <p>This is a putative wage-and-hour class action and PAGA matter. On July 25, 2022, Plaintiff Fernando Pereyra, on behalf of himself and all other aggrieved employees ("Plaintiff"), filed a PAGA-only Complaint against Defendants Precision Ferrites & Ceramics, Inc. and Frank Hong ("Defendants"). On January 10, 2024, pursuant to Stipulation and Order, Plaintiff filed the operative First Amended Class Action and PAGA Complaint ("FAC") wherein he added nine (9) class claims alleging various wage-and-hour violations of the Labor Code and unfair business practices.</p> <p>On July 10, 2024, Plaintiff filed the current Motion for Preliminary Approval of Class and Representative Action Settlement and submitted the Class and Representative Action Settlement Agreement ("Settlement Agreement") for the Court's review. The Motion seeks preliminary approval of the parties' proposed settlement for the non-reversionary Gross Settlement Amount of \$340,000.00.</p>

After the Court expressed certain concerns about the Settlement, the parties prepared the revised Settlement Agreement. Based on a review of the revised Settlement Agreement, the Court finds the Settlement falls within the range of what is considered fair and reasonable, subject to a final determination at the Final Approval hearing.

Within five (5) court days, Class Counsel must submit a revised Proposed Order for the Court's signature with the following corrections/revisions:

- Revise to reflect the reassignment of this matter to the Hon. Layne H. Melzer in Department CX102;
- Remove attorney information from caption page;
- Revise hearing date and time in caption and first paragraph;
- Identify the operative revised Settlement Agreement by the ROA number of the declaration to which it is attached;
- Revise the date and time of the Final Approval hearing so as to be consistent with this ruling.

The Motion for Final Approval is set for December 18, 2025, at 2:00 p.m. in Department CX102. All papers for the Motion for Final Approval are due no later than sixteen (16) court days prior to the hearing date. If Class Counsel cannot meet this deadline, then counsel must request a continuance of the hearing. Failure to do so may result in the issuance of an OSC re Monetary Sanctions.

At the Final Approval hearing, evidence supporting the request for an award of attorneys' fees should be presented in the form of time records, or a summary of time spent on the substantive tasks, to enable the Court to evaluate the lodestar and costs claimed. Class Counsel should state by declaration whether time records were kept and created contemporaneously or otherwise. The Court also reminds Plaintiff's counsel that although a determination regarding the amount of the attorneys' fees award will not be made until final approval, the Court is unlikely to approve attorneys' fees in excess of thirty percent (30%) of the Gross Settlement Amount absent unique circumstances. As a result, in the supplemental filing, Class Counsel should address whether any such unique circumstances exist in this litigation.

At the Final Approval hearing, Plaintiff and Class Counsel must provide detailed declarations describing circumstances to justify the requested enhancement award, and addressing

		<p>factors set forth in <i>Golba v. Dick's Sporting Goods, Inc.</i> (2015) 238 Cal.App.4th 1251, 1272, and <i>Clark v. Am. Residential Servs., LLC</i> (209) 175 Cal.App.4th 785, 804. Plaintiff must provide an estimate of the hours spent on this litigation.</p> <p>Plaintiff to give notice of this Court's ruling, including to the LWDA, within five (5) calendar days, and file proof of service.</p>
112	<p>Chiem Saephan by asn thr vs. Aspen Skilled Healthcare, INC.</p> <p>2024-01394825</p>	<p>Motion for Approval of Class Settlement</p> <p>The Court has reviewed the supplemental materials provided by Class Counsel, and although they adequately address most of the previously identified issues, they fail to address two (2) significant issues. Therefore, the Motion for Preliminary Approval of Class Action Settlement is CONTINUED to August 28, 2025, at 2:00 p.m. in Department CX102.</p> <p>This is a putative class action related to consumer protection laws. On April 17, 2024, Plaintiff Chiem Saephan, by and through his successor in interest, James Saephan, filed a Class Action Complaint against Defendants Aspen Skilled Healthcare, Inc.; Aspen Healthcare Services, LLC; and AOCL, LLC (collectively, "Defendants"). (ROA 2.) The Complaint alleges three (3) causes of action for Violations of the Consumer Legal Remedies Act, Unfair Competition Law Violations, and Violations of Resident Rights under Health & Safety Code § 1430(b).</p> <p>Defendants own and manage 24-hour skilled nursing facilities that provide long-term custodial care. Plaintiff Chiem Saephan was a resident at a skilled nursing facility, Country Crest Post-Acute ("Facility"), that is owned and operated by Defendants. Chiem Saephan ("Decedent") passed away in December 2023, and James Saephan ("Plaintiff") is his successor in interest. Plaintiff alleges that putative class members were admitted to the Facility as residents under the "California Standard Admission Agreement for Skilled Nursing Facilities and Intermediate Care Facilities" and the statutory Resident Bill of Rights. It is alleged that under the Admission Agreement, Defendants were required by provide a certain standard of care, including an adequate number of nursing personnel and caregivers to provide the necessary nursing services to the resident patients admitted to the Facility. (Compl., ¶¶ 24, 25.) However, Defendants allegedly violated the Admission Agreement and Resident Bill of Rights by intentionally and routinely understaffing the facility. Plaintiff alleges that before,</p>

during, and after the admission process, Defendant intentionally concealed from the putative class members that the Facility did not employ an adequate number of “Direct Caregivers”, and Defendants’ fraudulent concealments were intended to deceive the putative class members into believing the Facility was properly and adequately staffed. (Compl., ¶¶ 26-32.) Plaintiff alleges that putative class members suffered harm because they relied on Defendants’ representations that residents of the Facility would be provided with a standard of care consistent with all statutory and regulatory requirements.

On August 30, 2024, Plaintiff filed a Motion for Class Certification. The Motion was withdrawn on March 25, 2025, after the parties reached a settlement.

On April 3, 2025, Plaintiff filed the current Motion for Preliminary Approval of Class Action Settlement. The Motion seeks preliminary approval of the proposed settlement for Twelve Million Dollars (\$12,000,000.00) and other non-monetary relief.

The Court has identified two (2) remaining concerns with the Settlement Agreement. Accordingly, the following issues must be addressed before preliminary approval can be granted:

1. The Settlement Agreement states that the Settlement pertains to the instant action (*Saephan* Action) as well as the action entitled *Miller, et al. v. ASMB, LLC, et al.*, OCSC Case No. 2024-01439749 (*Miller* Action). Although the parties have entered into a Stipulation agreeing to consolidate these two actions for the purposes of settlement, Class Counsel did not address how and to what extent consolidation resolves both actions as requested in the May 1, 2025 Ruling. Counsel must also explain whether the Stipulation, which was entered into after the Motion for Preliminary Approval was filed in the *Saephan* Action, is sufficient to avoid the filing of a revised preliminary approval motion that also includes a comprehensive review of the claims in the *Miller* Action in relation to the Settlement Agreement.
2. Although Class Counsel has attested as to the estimated amount of attorneys’ fees and the separate estimated amount of litigation costs, the Addendum to the Settlement Agreement did not revise Paragraph 9.1 in the Settlement Agreement to state the maximum allowable amount of attorneys’ fees and separately state the maximum allowable amount for litigation costs. The Settlement Agreement must separate the maximum allowable amount of attorneys’ fees from the maximum

		<p>allowable amount of litigation costs so that the Court can adequately assess counsel's request for attorneys' fees and the amount to be awarded at final approval.</p> <p>Class Counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide red-line showing any revisions to the settlement agreement. Counsel must also provide an explanation of how the pending issues were resolved, with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a continuance.</p> <p>Plaintiff to give notice of this Court's ruling, including to the LWDA, within five (5) calendar days, and file proof of service.</p>
113	Miller vs. ASMB, LLC 2024-01439749	Case Management Conference CONTINUED WITH HEARING IN #114
114	Magallanes vs. Discovery Practice Management, Inc., a California Corporation 2021-01213556	<p>1. Motion for Approval of Class Settlement 2. Order to Show Cause re: Monetary Sanctions</p> <p>The hearing on the Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class filed by Plaintiffs JeanPaul Magallanes and Jennifer Galluzzo is CONTINUED to August 8, 2025, at 2:00 p.m. in Department CX102.</p> <p>This is a putative consumer class action for alleged violation of medical privacy rights. On July 29, 2021, Plaintiff JeanPaul Magallanes, on behalf of himself and all others similarly situated, filed a Class Complaint for Damages and Injunctive Relief against Defendant Discovery Practice Management, Inc. ("Defendant"). The Complaint asserts three causes of action for violations of:</p> <ol style="list-style-type: none"> 1. The Confidentiality of Medical Information Act, Civil Code §§ 56, <i>et seq.</i>; 2. California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, <i>et seq.</i>; and 3. California Consumer Records Act, Cal. Civ. Code §

1798.82, *et seq.*

On November 17, 2023, pursuant to stipulation, Plaintiff filed the Second Amended Complaint ("SAC") so as to be consistent with the terms of the settlement. The SAC added Jennifer Galluzzo as a named Plaintiff, and added the following causes of action:

4. Negligence
5. Negligence Per Se;
6. Breach of Contract;
7. Misrepresentation;
8. Breach of Fiduciary Duty; and
9. Invasion of Privacy

On September 4, 2024, pursuant to stipulation and order, Plaintiffs filed the operative Third Amended Complaint ("TAC"), which deleted the fourth through ninth causes of action alleged in the SAC, thus asserting only the original three causes of action. The stipulation stated that after filing the SAC, the parties realized it unintentionally contained erroneous claims and allegations that were not applicable to Defendant.

Defendant is a healthcare provider that created, stored, and maintained medical information of the putative Class Members on its computer network. It is alleged that on or around July 1, 2021, Defendant notified Plaintiffs and other members of the putative Class that there was "an incident involving unauthorized access to that email environment" that Defendant maintains for the Authentic Recovery Center and Cliffside Malibu medical facilities. Defendant allegedly did not do anything to warn Plaintiffs and the putative Class of the data breach until approximately one year after the breach was discovered.

On October 2, 2024, Plaintiffs filed the current Motion for Preliminary Approval of Class Action Settlement and Certification of a Settlement Class. At the hearing on January 24, 2025, the Court continued the matter so counsel could address several issues, and counsel was ordered to file supplemental papers no later than fourteen (14) calendar days prior to the continued hearing date.

However, counsel failed to timely comply with this Court's orders. As a result, the hearing on the instant Motion was continued to June 26, 2025. The Court also set an Order to Show Cause re Monetary Sanctions against Class Counsel for counsel's failure to comply with the January 24, 2025 Order,

		<p>and counsel was ordered to file a response at least five (5) court days prior to the OSC hearing.</p> <p>On April 23, 2025, Plaintiffs filed the Statement Regarding Preliminary Approval. In the Statement, Class Counsel stated that the parties discussed the issues raised by the Court and Plaintiffs were awaiting Defendant's approval of the changes to the Settlement Agreement. After Class Counsel made several attempts to contact Defendant's counsel, they were finally able to discuss the proposed changes on April 19, 2025, and Defendant's counsel purportedly stated she would prepare the amendments to the Settlement Agreement. But as of April 23, 2025, Class Counsel had not received the documents. Class Counsel then stated that it was anticipated that Defendant's counsel would provide the amended Settlement Agreement "shortly", but the parties would need time to review the amendments and send it out for signatures.</p> <p>As of June 20, 2025, no further supplemental papers have been filed by Class Counsel regarding any amendments to the Settlement Agreement. Class Counsel has also failed to file a declaration in response to the OSC issued on April 24, 2025. Accordingly, the hearing on the Motion for Preliminary Approval is continued.</p> <p>The Court also sets another Order to Show Cause re Monetary Sanctions against Class Counsel on August 8, 2025, at 2:00 p.m. in Department CX102 for counsel's failure to comply with this Court's January 24, 2025, and April 24, 2025 Orders. Any response to the OSC must be filed as least give (5) court days prior to the OSC hearing.</p> <p>Clerk to provide notice</p>
115	<p>Harmon vs. Carrington Mortgage Services, LLC</p> <p>2023-01339188</p>	<p>Motion- To Approve PAGA Settlement</p> <p>Plaintiff Erick F. Harmon's Motion for Approval of Private Attorneys General Act Settlement Agreement is CONTINUED to September 11, at 2:00 p.m. in Department CX102 in order to give Plaintiff's counsel an opportunity to address the issues identified below.</p> <p>This is a PAGA-only matter. On July 27, 2023, Plaintiff Erick Harmon, individually and on behalf others similarly situated ("Plaintiff"), filed a Class Action Complaint against Defendant Carrington Mortgage Services ("Defendant"). The Class Action Complaint asserts eleven (11) causes of action for various wage-and-hour violations of the Labor Code and unfair competition.</p>

On October 27, 2023, Plaintiff, as a matter of right, filed the First Amended Class Action Complaint ("FAC") adding a claim for PAGA penalties. Shortly thereafter, the parties agreed to arbitrate Plaintiff's individual claims under an enforceable arbitration agreement.

On January 21, 2025, Plaintiff filed the current Motion for Approval of Private Attorneys General Act Settlement Agreement. The Motion seeks approval of the parties' PAGA Settlement Agreement and Release ("Settlement Agreement") wherein Plaintiff's PAGA claim against Defendant is settled for the non-reversionary Gross Settlement Amount of \$235,000.00. The Settlement Agreement also provides for the settlement of Plaintiff's individual claims in a separate individual settlement agreement.

The Settlement Agreement pertains to the claims of approximately 217 Aggrieved Employees defined as: "All individuals who worked for Defendant as hourly non-exempt employees in Defendant's Loss Mitigation Department in California at any time during the PAGA Period." The PAGA Period is defined as "the period from July 27, 2022, to the date the Court enters its Approval Order."

The Court is concerned about several issues with the moving papers, the Settlement Agreement, and the Proposed Order. Plaintiff's counsel must address the following issues before the Court can approve the Settlement:

1. The PAGA Period is uncertain because the end date is based on the date the Court enters the Order to approve the Settlement. The PAGA Period must have a definite end date.
2. In the Escalator Clause, the option allowing Defendant to shorten the PAGA Period is problematic because it is based on an undefined PAGA Period end date and may eliminate otherwise eligible Aggrieved Employees from the Settlement.
3. The Settlement Agreement expressly states that Plaintiff's counsel is supposed to file a Request for Dismissal of the class claims without prejudice, and that Defendant's obligations under the Settlement Agreement are contingent upon the dismissal of the class claims alleged in the FAC. However, Plaintiff's counsel has not filed any such motion or request.
4. The Settlement Agreement must state that the settlement administrator will post copies of the operative Complaint, Settlement Agreement, Notice Letter to the Aggrieved Employees, and Final Order and

		<p>Judgment on the administrator's website for at least 30 days after entry of the Final Order and Judgment.</p> <ol style="list-style-type: none"> 5. The Settlement Agreement must state that the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3.769(h). 6. Plaintiff's counsel must provide a copy of the proposed Notice to Aggrieved Employees that is to accompany the individual settlement payments. 7. The valuation analysis provided by Plaintiff's counsel is incomplete. No analysis is provided of number of potential violations per category of claim, maximum exposure per category of claim, percentage of discount per category of claim, or risk-adjusted value for each category of claim. Instead, although counsel attests there are nine (9) claim categories, the maximum valuation of PAGA penalties assessed is purportedly based on a total of only one (1) violation per pay period, even though there are 217 Aggrieved Employees. Only one violation per pay period out of nine (9) possible claim categories is highly unlikely. Thus, based on the valuation analysis provided, the Court cannot determine if the Settlement is fair and reasonable. 8. Plaintiff's counsel must provide either a copy of Plaintiff's separate individual settlement agreement or the release provision in said agreement, verbatim. 9. Plaintiff's counsel must attest as to whether there are any concurrent pending cases against Defendant involving similar claims, or confirm there are none. 10. Plaintiff's counsel must attest as to the terms of their fee-splitting arrangement, i.e., the agreed-upon split in the attorneys' fees award. 11. Plaintiff's counsel must provide evidence in support of the request for an award of attorneys' fees. Evidence should be presented in the form of time records, or a summary of time spent on the substantive tasks, to enable the Court to evaluate the lodestar and costs claimed. Plaintiff's counsel should state by declaration whether time records were kept and created contemporaneously or otherwise. The Court also reminds Plaintiff's counsel that the Court is unlikely to approve attorneys' fees in excess of thirty percent (30%) of the Gross Settlement Amount absent unique circumstances. As a result, Plaintiff's counsel should address whether any such unique circumstances exist in this litigation. 12. Plaintiff's counsel must attest as to whether there is an agreement regarding the splitting of litigation costs, and if so, the nature of the split. 13. Plaintiff's counsel must provide a copy of
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Plaintiff's PAGA Notice Letter to the LWDA.

14. Plaintiff's counsel must provide proof of service of the approval motion and Settlement Agreement on the LWDA.
15. The settlement administrator must provide a declaration regarding the estimate of fees for administration of the settlement, along with a copy of the estimate.

Plaintiff's counsel must also provide a revised Proposed Order with the following revisions or corrections:

1. It must be revised to reflect the reassignment of this matter to the Honorable Layne H. Melzer in Department CX102.
2. The Settlement Agreement must be identified by the ROA number of the declaration to which it is attached.
3. The release language set forth in Paragraph 4 does not match the Release provision in the Settlement Agreement. The Proposed Order must be consistent with the Settlement Agreement.
4. Paragraphs 8 through 11 are identical to Paragraphs 2 through 5, and therefore, must be deleted.
5. Proposed Order should state that Plaintiff has entered into a separate individual settlement agreement for a release of his individual claims.
6. The paragraph regarding the Court's continuing jurisdiction should state continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3.769(h).
7. The Proposed Order should provide the date, time, and location of Final Accounting hearing, and the deadline for the submission of the settlement administrator's final report before the hearing.

Plaintiff's counsel must file supplemental papers addressing the Court's concerns no later than fourteen (14) calendar days prior to the continued hearing date. Counsel must also provide red-lined versions of all revised agreements as well as an explanation of how the pending issues were resolved, with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved or does not clearly state a specific concern has been resolved, is insufficient and will result in a continuance.

Plaintiff to give notice, including to the LWDA, of this ruling, and file proof of service within five (5) calendar days.

<p>116</p>	<p>Hernandez vs. HISTORIC MISSION INN CORPORATION</p> <p>2021-01221100</p>	<p>Motion- To Approve PAGA Settlement</p> <p>The Motion for Approval of PAGA Settlement filed by Plaintiffs Jose Hernandez, Abimael Rodriguez Marrero, and Andrea Seas is CONTINUED to September 18, 2025, at 2:00 p.m. in Department CX102 in order to give Plaintiffs’ counsel an opportunity to address the issues identified below.</p> <p>This is a PAGA-only matter. On September 13, 2021, Plaintiffs Jose Hernandez and Abimael Rodriguez Marrero, as aggrieved employees pursuant to the Private Attorneys General Action on behalf of the State of California and other aggrieved employees (“Plaintiffs”), filed a Complaint – PAGA Enforcement Action against Defendant Historic Mission Inn Corporation (“Defendant”). The Complaint asserts a single cause of action for PAGA penalties predicated on violations of various wage-and-hour provisions of the Labor Code, including, but not limited to, failure to pay minimum wages and overtime wages, failure to provide meal and rest periods, inaccurate wage statements, failure to pay all wages earned during employment, failure to pay all wages due upon termination, and failure to reimburse necessary business expenses.</p> <p>On November 30, 2021, Plaintiffs filed a Notice of Related Case regarding a class action filed in Riverside County Superior Court as <i>Andrea Seas, et al. v. Historic Mission Inn Corporation</i>. (ROA 11.) Plaintiff Andrea Seas later filed a separate complaint in Riverside County Superior Court for PAGA penalties. The parties originally stated the Seas Actions would be coordinated with the instant action. However, the Seas Actions were later transferred to Orange County Superior Court and identified as Case No. 2022-01258324 and Case No. 2022-01270572.</p> <p>On July 15, 2022, Defendant moved to compel Plaintiffs Hernandez and Marrero to submit their respective individual PAGA claims to separate arbitrations. At the hearing on December 9, 2022, the Court granted the motion, compelling Hernandez’s and Marrero’s individual PAGA claims to arbitration, and staying the representative PAGA claims pending the outcome of the arbitrations.</p> <p>Defendant also moved to compel Plaintiff Seas to submit her individual claims to arbitration. Defendant’s motion was granted, and as a result, Seas’s class claims were dismissed and her individual PAGA claims were submitted to arbitration. Subsequently, Plaintiffs Hernandez, Marrero, and Seas agreed</p>
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to stay their respective individual arbitration proceedings in order to attend mediation.

On June 3, 2025, Plaintiffs, including Plaintiff Seas, filed the current Motion for Approval of PAGA Settlement. The Motion seeks approval of the PAGA Settlement Agreement ("Settlement Agreement") wherein the parties agree to settle Plaintiffs' claims for the non-reversionary Gross Settlement Amount of \$920,000.00. The Settlement Agreement also provides for General Release Payments of \$10,000.00 to each of the Plaintiffs in exchange for their release of any individual claims against Defendant.

The Settlement Agreement pertains to the claims of approximately 1,586 Aggrieved Employees, defined as: "All persons who were employed by Defendant in non-exempt positions in the State of California at any time from July 7, 2020, through the date of entry of the Order and Judgment."

The Court is concerned about several issues with the moving papers, Settlement Agreement, and Proposed Order. Plaintiffs' counsel must address the following issues before the Court can approve the Settlement:

1. The PAGA Period/Settlement Period is uncertain because the end date is based on the date the Court enters the Order to approve the Settlement and the Final Judgment. The PAGA Period must have a definite end date.
2. In the Escalator Clause, the option allowing Defendant to shorten the PAGA/Settlement Period is problematic because it is based on an undefined PAGA Period end date and the option may eliminate otherwise eligible Aggrieved Employees from the Settlement.
3. The Settlement Agreement must state that the settlement administrator will post copies of the operative Complaints, Settlement Agreement, Notice Letter to the Aggrieved Employees, and Final Order and Judgment on the administrator's website for at least 30 days after entry of the Final Order and Judgment.
4. The Settlement Agreement must state that the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3.769(h).
5. Plaintiffs' counsel must attest as to whether there are any concurrent pending cases against Defendant involving similar claims, or confirm there are none.
6. The request for litigation costs includes costs for mailing, copying, and scanning. These costs are not reimbursable. Therefore, Plaintiffs' counsel must

recalculate the amount of PAGA penalties based on total litigation costs of \$16,347.55 (\$6,532.58 to Capstone Law, and \$9,814.97 to Lavi & Ebrahimian).

7. The settlement administrator must provide a declaration regarding the estimate of fees for administration of the settlement, along with a copy of the estimate or invoice.
8. Plaintiffs' counsel should explain the choice of *cy pres* recipient, The Justice Gap Fund, rather than the State Controller's Office Unclaimed Property Fund for the remittance of any unclaimed funds from uncashed settlement checks.

Plaintiffs' counsel must also provide a revised Proposed Order with the following revisions or corrections:

1. All attorney information must be removed from the caption page.
2. The Settlement Agreement must be identified by the ROA number of the declaration to which it is attached.
3. Must include information about the General Release Payments to Named Plaintiffs and the dismissal of the Seas Actions with prejudice.
4. Must include date, time, and location of the Final Accounting hearing.
5. Must state that Court's continuing jurisdiction is also pursuant to CRC 3.769(h).
6. In Paragraphs 8 and 9, the amounts for PAGA penalties and litigation costs must be revised to reflect reduction in litigation costs noted above.

Plaintiffs' counsel must file supplemental papers addressing the Court's concerns no later than fourteen (14) calendar days prior to the continued hearing date. Counsel must also provide red-lined versions of all revised papers, as well as an explanation of how the pending issues were resolved, with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved or does not clearly state a specific concern has been resolved, is insufficient and will result in a continuance.

Plaintiffs to give notice, including to the LWDA, of this ruling, and file proof of service within five (5) calendar days.

<p>117</p>	<p>Barcenas vs. El Toro Meat Shop</p> <p>2023-01351414</p>	<p>Motion—To Approve PAGA Settlement</p> <p>Plaintiff Nathalie Barcenas’s Motion for Approval of PAGA Settlement is CONTINUED to September 18, 2025, at 2:00 p.m. in Department CX102 in order to give Plaintiff’s counsel an opportunity to address the issues identified below.</p> <p>This is a PAGA-only action. On September 27, 2023, Plaintiff Nathalie Barcenas, an aggrieved employee on behalf of herself and other similarly situated aggrieved employees (“Plaintiff”), filed a Complaint for Violations of the Labor Code and PAGA Penalties against Defendants El Toro Meat Shop and Eulogio Bonilla. The Complaint alleges a single cause of action for PAGA Penalties predicated on wage-and-hour violations under the Labor Code, including failure to pay all wages earned, failure to provide meal and rest periods, unlawful deductions, untimely wages during employment, untimely final wages, and failure to maintain accurate employment records.</p> <p>On October 20, 2023, Plaintiff filed a Request for Dismissal to dismiss the action, without prejudice, as to Bonilla. El Toro Meat Shop (“Defendant”) answered on December 7, 2023. Defendant has been operating under a court-ordered receivership since September 6, 2011, and its receiver, Bellann Raile, was appointed pursuant to an order of the court in the case entitled <i>Bonilla v. Bonilla</i>, OCSC Case No. 07CC04418. (ROA 60, Decl. of Maralle Messrelian (“Counsel Decl.”), ¶ 30.)</p> <p>On April 16, 2025, Plaintiff filed the instant Motion for Approval of PAGA Settlement. The Motion seeks approval of the PAGA Settlement Agreement (“Settlement Agreement”) wherein the parties agree to settle Plaintiff’s claims for the non-reversionary Gross Settlement Amount of \$295,000.00.</p> <p>The Settlement pertains to the claims of approximately 254 Aggrieved Employees, defined as: “A person employed by Defendant in California and classified as non-exempt who worked for Defendant during the PAGA Period.” The PAGA Period is defined as the period from June 8, 2022, to July 3, 2024.</p> <p>The Court is concerns about several issues with the moving papers, Settlement Agreement, and Proposed Order. Plaintiff’s counsel must address the following issues before the Court can approve the Settlement:</p> <ol style="list-style-type: none"> 1. In the Escalator Clause, the option allowing Defendant
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to shorten the PAGA Period is problematic because it may eliminate otherwise eligible Aggrieved Employees from the Settlement.

2. The Settlement Agreement provides that the Settlement is expressly contingent upon the approval of the court in the Receivership Action, and that the Receiver will seek authority from the court in the Receivership Action to approve the payment of the Gross Settlement Amount by Defendant. Plaintiff's counsel must provide proof that the court in the Receivership Action has given the Receiver the necessary authority.
3. The Settlement Agreement must state that the settlement administrator will post copies of the operative Complaint, Settlement Agreement, Notice Letter to the Aggrieved Employees, and Final Order and Judgment on the administrator's website for at least 30 days after entry of the Final Order and Judgment.
4. The Settlement Agreement must state that the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3.769(h).
5. Plaintiff's counsel must attest as to whether there are any concurrent pending cases against Defendant involving similar claims, or confirm there are none.
6. The request for litigation costs includes costs for mailing. These costs are not reimbursable. Therefore, Plaintiff's counsel must recalculate the amount of PAGA penalties based on total litigation costs of \$13,622.99.
7. Plaintiff and counsel must provide declarations describing the circumstances to justify the requested Enhancement Payment, and addressing factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272, and *Clark v. Am. Residential Servs., LLC* (209) 175 Cal.App.4th 785, 804. Plaintiff must provide an estimate of the hours she spent participating in the litigation so it can be determined if the requested Enhancement Payment is fair and reasonable.
8. Plaintiff's counsel must confirm that neither she nor Plaintiff have any conflict of interest with Defendant, the Receiver, or the Aggrieved Employees.

Plaintiff's counsel must also provide a revised Proposed Order with the following revisions or corrections:

1. All attorney information must be removed from the caption page.
2. The Settlement Agreement must be identified by the ROA number of the declaration to which it is attached.
3. Paragraph 7 should include the GSA amount and a

		<p>description of how it will be funded in three installments.</p> <ol style="list-style-type: none"> Paragraph 7 must be revised based on the reduction of litigation costs and the possible reduction of the Enhancement Payment. Paragraph 9 must be revised to reflect the reduction in litigation costs. Paragraph 13 must state that Court's continuing jurisdiction is also pursuant to CRC 3.769(h). The date and time for the Final Accounting hearing must be changed to February 5, 2026, at 2:00 p.m. A paragraph must be added stating that funding of the Gross Settlement Amount has been approved by the Receivership Court. <p>Plaintiff's counsel must file supplemental papers addressing the Court's concerns no later than fourteen (14) calendar days prior to the continued hearing date. Counsel must also provide red-lined versions of all revised papers, as well as an explanation of how the pending issues were resolved, with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved or does not clearly state a specific concern has been resolved, is insufficient and will result in a continuance.</p> <p>Plaintiffs to give notice, including to the LWDA, of this ruling, and file proof of service within five (5) calendar days.</p>
118	<p>Allison-Wright vs. Aperto Property Management, Inc.</p> <p>2023-01312346</p>	<p>1. Motion- To Approve PAGA Settlement 2. Order to Show Cause re: Monetary Sanctions</p> <p>The Court has reviewed the supplemental materials provided by Plaintiffs' Counsel and finds that they adequately address the previously-identified issues. Accordingly, the Motion for Approval of Settlement Under Private Attorneys General Act filed by Plaintiffs Yvette Cherri Allison-Wright and Juan Carlos Barahona Murillo is GRANTED.</p> <p>This is a PAGA-only action. On March 14, 2023, Plaintiff Yvette Cherri Allison-Wright, an individual and on behalf of all others similarly situated, filed a Class Action Complaint against Aperto Property Management ("Defendant"). The Complaint asserted ten (10) causes of action for various wage-and-hour violations of the Labor Code and unfair competition.</p> <p>Separately, on May 23, 2023, Plaintiff Juan Carlos Barahona Murillo, an individual and on behalf of the State of California and others similarly situated and aggrieved, filed a Representative Action Complaint against Defendant, as Case No. 2023-01327244 ("<i>Barahona Action</i>").</p>

On January 11, 2024, pursuant to stipulation and order, Plaintiff Allison-Wright dismissed her class claims without prejudice, and filed the First Amended Representative Action Complaint ("FAC") asserting a single cause of action for PAGA violations. On May 24, 2024, pursuant to stipulation and order, the *Barahona* Action was consolidated for all purposes with the *Allison-Wright* Action to facilitate the parties' global settlement.

On November 15, 2024, Allison-Wright and Barahona ("Plaintiffs") filed the instant Motion for Approval of Settlement Under the Private Attorneys' General Act and submitted the proposed Stipulation and Agreement for PAGA Representative Action Settlement. The Motion seeks approval of the parties' settlement for the non-reversionary Gross Settlement Amount of \$510,000.00. The settlement group includes 538 Aggrieved Employees comprised of: "Anyone who was employed by Defendant in the State of California as a non-exempt or hourly-paid employee at any time during the PAGA Period." The PAGA Period is defined as the period from March 19, 2022, through April 12, 2024.

After the Court expressed certain concerns about the settlement, the parties prepared the Amended Stipulation and Agreement for PAGA Representative Action Settlement ("Settlement Agreement"). Based on a review of the Settlement Agreement, the Court finds the Settlement is fair and reasonable. Thus, the Court grants the Motion and approves the following awards and disbursements from the Gross Settlement Amount:

- Attorneys' fees of \$170,000.00, with \$85,000.00 awarded to Bibiyan Law Group, P.C., and \$85,000.00 awarded to Crosner Legal, PC;
- Litigation costs totaling \$24,112.24, with \$9,311.72 awarded to Bibiyan Law Group, P.C., and \$14,800.02 awarded to Crosner Legal, P.C.;
- Settlement administration costs of \$8,000.00 to CPT Group, Inc.;
- Representative Plaintiffs' Enhancement Awards totaling \$5,100.00, with \$5,000.00 awarded to Plaintiff Yvette Cherri Allison-Wright, and \$100.00 awarded to Plaintiff Juan Carlos Barahona Murillo.

PAGA Penalties in the amount of \$302,787.76 shall be allocated as follows: seventy-five percent (75%), or \$227,090.82, payable to the Labor and Workforce Development Agency (LWDA), and twenty-five percent (25%), or \$75,696.94, payable to the Aggrieved Employees, in

accordance with the terms of the Settlement Agreement.

Within five (5) court days, Plaintiffs' counsel must revise the Notice Letter to Aggrieved Employees to reflect the actual amount of litigation costs awarded and the resulting change in the amount of PAGA Penalties, including the change in the amount paid to the LWDA and the amount paid to the Aggrieved Employees.

Also, within five (5) court days, Plaintiffs' counsel must prepare a revised Proposed Order with the following revisions or corrections:

- Revise to reflect the reassignment of this matter to the Honorable Layne H. Melzer in Department CX102.
- The Amended Settlement Agreement must be identified by the ROA number of the declaration to which it is attached.
- Settlement Agreement and Notice Letter do not need to be attached to the Final Order and Judgment. Therefore, Paragraphs 1 and 7 must be revised to delete references to any attachments.
- The Gross Settlement Amount should be stated in Paragraph 9.
- Paragraph 10 should state the actual amount of the administration costs and eliminate the "not to exceed" language.
- Amount of attorneys' fees in Paragraph 12 must be corrected. Correct amount is \$170,000.00. Paragraph 12 should also state the amount of attorneys' fees awarded to each law firm.
- Paragraph 12 must be revised to state the actual amount of litigation costs (i.e., \$24,112.24), and the amounts awarded to each law firm (\$9,311.72 to Bibiyan Law Group, and \$14,800.01 to Crosner Legal).
- Paragraph 18 must state that the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3.769(h).

The Final Accounting hearing is set for February 26, 2026, at 2:00 p.m. in Department CX102. Plaintiffs' counsel must submit a final report regarding distribution of the settlement funds at least fifteen (15) calendar days prior to the hearing regarding the status of the settlement administration. The final report must include all information necessary for the Court to determine the total amount actually paid to PAGA Group Members and any uncashed funds remitted to the *cy pres* recipient, CASA of Orange County. If the uncashed funds are not fully disbursed by the report

		<p>deadline, counsel must request a continuance of the Final Accounting hearing.</p> <p>The OSC re Monetary Sanctions against Plaintiffs' counsel, Sepideh Ardestani is discharged without sanctions.</p> <p>Plaintiffs to give notice, including to the LWDA, of this ruling, and file proof of service within five (5) calendar days of the date the Order and Judgment is entered.</p>
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