

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
April 16th, 2025

#	Case Name	
1	People of the State of California vs. Auerbach 2023-01335526	Motion to Quash CMC IDC OFF CALENDAR BASED ON NOTICE OF SETTLEMENT

TENTATIVE RULINGS
April 17th, 2025

#	Case Name	
100	Johnson vs. Olive Crest 2024-01385636	Final Accounting The Final Accounting hearing is CONTINUED to May 22, 2025, at 2:00 p.m. in Department CX102 in order to give the settlement administrator an opportunity to disburse the uncashed settlement funds to the Orange County Rescue Mission and complete the distribution of the settlement funds. This case contains individual and representative PAGA claims. On July 17, 2019, Plaintiff Breonna Johnson ("Plaintiff") filed a Complaint against Defendant Olive Crest ("Defendant"). The Complaint alleges six causes of action based on various wage-and-hour violations of the Labor Code. On June 22, 2023, Plaintiff filed the Motion for Approval of PAGA Settlement. On September 1, 2023, at the fourth hearing on the matter, the Court granted the Motion, and issued a \$500 sanction against Plaintiff's counsel for failure to comply with the Court's previous Order. Due to a provision in the Settlement Agreement, the aggrieved employees were given an opportunity to object to the settlement or dispute their number of covered pay periods. As a result, after a review of the settlement administrator's declaration, the Court

approved the disbursements from the settlement funds at the hearing on July 19, 2024. The Order and Judgment Approving PAGA Settlement was entered on July 31, 2024.

The Judgment provided for the following disbursements from the \$200,000.00 Gross Settlement Amount:

- \$60,000.00 Attorneys' fees
- \$15,798.14 Litigation costs
- \$ 3,800.00 Administration costs
- \$ 4,000.00 Enhancement award
- \$87,301.39 LWDA PAGA payment

The Final Accounting hearing was set for April 11, 2025, and counsel was ordered to file the administrator's final report at least fourteen (14) calendar days before the hearing.

On March 27, 2025, the settlement administrator, Phoenix Settlement Administrators, filed the declaration regarding the final accounting. The administrator determined there were 292 Aggrieved Employees who worked for Defendant from May 6, 2018, to October 14, 2021. The total PAGA penalties to be disbursed to the Aggrieved Employees was \$29,100.47.

The administrator attests that on August 9, 2024, it issued and mailed the individual settlement checks, totaling \$29,100.47, to the Aggrieved Employees. Concurrently, a PAGA payment for \$87,301.39 was issued and mailed to the Labor Workforce and Development Agency (LWDA). The check cashing deadline for the individual settlement payments was March 10, 2025, and as of March 14, 2025, there were ninety-eight (98) checks, totaling \$4,114.32, that remained uncashed. Pursuant to the Settlement Agreement, funds from the uncashed checks must be disbursed to *cy pres* recipient, Orange County Rescue Mission. The settlement administrator attests that once directed to do so by the Court, a check for the uncashed funds will be issued and mailed to the *cy pres* recipient.

Accordingly, the settlement administrator is ordered to disburse the uncashed funds, totaling \$4,114.32, to the *cy pres* recipient, Orange County Rescue Mission, within ten (10) calendar days of this ruling. Plaintiff's counsel is ordered to file the administrator's supplemental declaration regarding the disbursement of these funds no later than ten (10) court days prior to the continued hearing. If the unclaimed settlement funds are not fully disbursed by the declaration deadline, then counsel must request a continuance.

		<p>Plaintiff is ordered to give notice of the ruling, including to the LWDA, and file proof of service.</p>
<p>101</p>	<p>Stevens vs. Monsanto Company 2024-01385636</p>	<p>Motion to Appear Pro Hac Vice</p> <p>The Application of Jeffrey L. Haberman for Admission to Appear Pro Hac Vice is CONTINUED to May 22, 2025, at 2:00 p.m. in Department CX102 so that the applicant can address the following defects in the Application:</p> <ul style="list-style-type: none"> • Counsel must attest as to whether he has submitted any <i>pro hac vice</i> applications in California within the past two years and provide the case name, case number, and court pertaining to those applications, or confirm that he has not submitted any such applications. • Missing proof of service on and proof of payment of the required fee to the State Bar of California. <p>Supplemental or amended papers must be filed no later than fourteen (14) calendar days prior to the continued hearing.</p> <p>Plaintiff’s counsel, Martin Schmidt, is ordered to give notice of this ruling.</p> <p>OSC re Dismissal</p> <p>The Order to Show Cause re Dismissal of Newer Case issued by this Court on March 5, 2025 is DISCHARGED. Counsel for Plaintiff Thomas C. Stevens has filed a Request for Dismissal, without prejudice, of the entire action known as <i>Stevens v. Monsanto Company, Case No. 2024-01387159</i>, and that duplicate action was dismissed on March 6, 2025.</p> <p>Clerk to provide notice</p> <p>Case Management Conference</p>

<p>102</p>	<p>ALONZO vs. WL HOMES LLC</p> <p>2022-01298485</p>	<p>Motion to Be Relieved as Counsel of Record</p> <p>Attorneys Darren M. Ebner and Lisette M. Baptiste of Springel & Fink, LLP move to be relieved as counsel of record for Cross-Complainant and Cross-Defendant FCM Fireplaces, Inc. aka FCM Fireplaces, LLC ("FCM"). The Motion To Be Relieved As Counsel is GRANTED.</p> <p>IT IS ORDERED THAT Notice of Entry of Order and Proof of Service must be filed by Counsel. Counsel will remain counsel of record for FCM until the Proof of Service of the signed Order is filed.</p> <p>The court hereby sets an Order to Show Cause why FCM's answer should not be stricken and/or its Cross-Complaint dismissed due to FCM being a corporate entity but not having an attorney of record. <u>CLD Construction, Inc. v. City of San Ramon</u> (2004) 120 Cal. App. 4th 1141, 1150.</p> <p>The OSC hearing is set for August 14, 2025 at 9:30AM., when the next Status Conference is set. FCM therefore has roughly four months to obtain new counsel.</p> <p>Counsel is ordered to give notice of the ruling.</p>
<p>103</p>	<p>BARRAZA vs. WL HOMES LLC</p> <p>2023-01304774</p>	<p>Motion to Be Relieved as Counsel of Record</p> <p>Attorneys Darren M. Ebner and Lisette M. Baptiste of Springel & Fink, LLP move to be relieved as counsel of record for Cross-Complainant and Cross-Defendant FCM Fireplaces, Inc. aka FCM Fireplaces, LLC ("FCM"). The Motion To Be Relieved As Counsel is GRANTED.</p> <p>IT IS ORDERED THAT Notice of Entry of Order and Proof of Service must be filed by Counsel. Counsel will remain counsel of record for FCM until the Proof of Service of the signed Order is filed.</p> <p>The court hereby sets an Order to Show Cause why FCM's answer should not be stricken and/or its Cross-Complaint dismissed due to FCM being a corporate entity but not having an attorney of record. <u>CLD Construction, Inc. v. City of San Ramon</u> (2004) 120 Cal. App. 4th 1141, 1150.</p> <p>The OSC hearing is set for August 14, 2025 at 9:30AM., when the next Status Conference is set. FCM therefore has roughly four months to obtain new counsel.</p>

		<p>Counsel is ordered to give notice of the ruling.</p>
<p>104</p>	<p>Alvarez vs. Complete Automotive Reconditioning Specialists, LLC</p> <p>2024-01432439</p>	<p>Motion to Compel Arbitration</p> <p>Defendant Complete Automotive Reconditioning Specialists LLC’s Motion to Compel Arbitration and Stay Proceedings is DENIED.</p> <p>Defendant’s Request for Judicial Notice is denied in its entirety on the ground of relevance.</p> <p>Plaintiff Andres Alvarez’s Request for Judicial Notice is denied in its entirety on the ground of relevance.</p> <p>The Court rules as follows on Plaintiff’s evidentiary objections to the Declarations of Christina Reynoso and Carmine Pearl:</p> <ol style="list-style-type: none"> 1. Sustain – lacks foundation, calls for legal conclusion 2. Overrule 3. Overrule 4. Overrule 5. Overrule <p>On January 22, 2025, Defendant filed the current Motion to Compel Arbitration and Stay of Proceedings.</p> <p><u>Existence of Agreement to Arbitrate</u></p> <p>Defendant contends that Plaintiff’s individual wage-and-hour and PAGA claims must be compelled to binding arbitration pursuant to an arbitration agreement Plaintiff purportedly electronically signed on or about June 20, 2023, as part of his employment onboarding process. Plaintiff opposes the Motion primarily on the ground that Defendant has failed to establish the existence of a valid agreement to arbitrate. For the reasons explained below, the Court agrees.</p> <p>In resolving petitions to compel arbitration, courts must first determine whether the agreement exists—i.e., whether the parties actually entered into a valid contract agreeing to arbitrate certain disputes—and whether it is enforceable.</p>

(*Pinnacle Museum Tower Ass'n v. Pinnacle Market Develop. (US), LLC* (2012) 55 Cal.4th 223, 236.) The moving party has the initial burden to prove the existence of an agreement to arbitrate by either reciting verbatim or providing a copy of the agreement. (CRC 3.1330; *Condee v. Longwood Mgmt. Corp.* (2001) 88 Cal.App.4th 215, 219.)

If the moving party meets its initial burden and the opposing party disputes the existence of an agreement, then "the opposing party bears the burden of producing evidence to challenge the authenticity of the agreement." (*Gamboa v. Northeast Community Clinic* (2021) 72 Cal.App.5th 158, 165.) The opposing party may do this by declaring under penalty of perjury that it never saw or does not remember seeing the agreement, or that it never signed or does not remember signing the agreement. (*Ibid.*; see also, *Bannister v. Marinidence Opco, LLC* (2021) 64 Cal.App.5th 541, 546; *Espejo v. Southern California Permanente Med. Grp.* (2016) 246 Cal.App.4th 1047, 1054.) If the opposing party meets its burden, then the burden shifts back to the moving party to establish with admissible evidence the existence of a valid arbitration agreement. "The burden of proving the agreement by a preponderance of the evidence remains with the moving party." (*Gamboa, supra*, 72 Cal.App.5th at pp. 165-166.)

Here, the Court finds that Defendant has failed to meet its initial burden.

Defendant provides the declaration of Christina Reynoso, Defendant's Business Manager. (ROA 24, Decl. of Christina Reynoso ("Reynoso Decl.")). Reynoso attests that Plaintiff was a former employee of Defendant's, and as part of his employment with Defendant, Plaintiff "voluntarily executed an arbitration agreement" wherein he agreed to arbitrate any and all employment-related claims against Defendant. Reynoso further attests that this arbitration agreement was provided to Plaintiff in Spanish, his native language. (Reynoso Decl., ¶ 2.) Reynoso then claims that a "true and correct copy of this arbitration agreement, in Spanish," is attached to her declaration as Exhibit A, and that the exhibit also includes the English translated version. (*Ibid.*) In addition, Reynoso attests that the English translation was completed by a professional translator, and a certification of the translated text is attached to Reynoso's declaration as Exhibit B. (*Ibid.*)

However, as a preliminary matter, Exhibit A to Reynoso's declaration only contains the English versions of documents entitled "Employment Agreement" and "Addendum 'A' – Employee Acknowledgement and Agreement." (See, Reynoso

Decl., Exh. A.) No Spanish version is attached to Reynoso's declaration. Both of the English-language documents contain Plaintiff's name in the signature blocks with the date of "20-JUN-2023". (*Ibid.*) Nevertheless, since Reynoso has declared that Plaintiff was provided with a Spanish-language version of an arbitration agreement, then neither of the documents attached to her declaration can serve to prove the existence of a valid arbitration agreement.

Defendant also proffers the declaration of counsel. (*See*, ROA 25, Decl. of Carmine J. Pearl ("Counsel Decl.")). Counsel attests that "[f]or purposes of the Court's assessment of the [instant] Motion," his firm had the arbitration agreement translated from Spanish to English. Counsel then attests that a certification of the translated text by Ms. Zamora is attached to his declaration as Exhibit B. (*Ibid.*) In addition, counsel provides copies of emails that were exchanged with Plaintiff's counsel in an effort to obtain the agreement of Plaintiff's counsel to stipulate to the arbitration process in this matter. (Counsel Decl., ¶ 3, Exh. C.) Counsel attests that he also emailed a copy of the arbitration agreement to Plaintiff's counsel—a copy that is included as part of Exhibit C. (*Ibid.*)

Exhibit C to counsel's declaration contains documents that appear to be Spanish-language versions of the Employment Agreement and Addendum 'A' – Employee Acknowledgement and Agreement that are provided with Reynoso's declaration. Both documents also contain what appears to be an electronic version of Plaintiff's name or signature. (*See*, Counsel Decl., Exh. C.) However, to the extent these documents are admissible, they also cannot be used to prove the existence of a valid arbitration agreement between Plaintiff and Defendant since counsel does not attest as to the authenticity of the documents or any apparent electronic signature contained therein.

Therefore, since neither of the declarations proffered by Defendant are sufficient in proving the existence of a valid arbitration agreement, then it is found that Defendant has not met its initial burden.

Even to the extent the Court decides that Defendant has met its initial burden, the Motion still fails. In opposition, Plaintiff contends he did not electronically sign an arbitration agreement. In his declaration, Plaintiff attests that on his first day of employment with Defendant, his manager had him sit beside him at a computer. (ROA 55, Decl. of Andres Alvarez ("Plaintiff Decl."), ¶ 3.) Plaintiff attests that the manager then quickly clicked through a series of documents and told him he

needed to sign off on the documents if he wanted to work for Defendant. (*Ibid.*) Plaintiff attests this onboarding process was rushed, and he was not permitted to review the documents, nor did he feel that he was allowed to ask questions about the documents. (*Id.*, ¶¶ 3-7.) Notably, Plaintiff attests that he “never click-signed any document personally,” but rather, his “manager remained in front of the computer the entire time and clicked each document.” (*Id.*, ¶ 8.) Plaintiff attests that he did not have any meaningful choice as to whether his manager click-signed the documents for him, including any arbitration agreement, and he did not feel he could prevent his manager from hurriedly “clicking through and signing off on the documents.” (*Id.*, ¶ 11.)

In reply, Defendant proffers the supplemental declaration of Reynoso. (ROA 63, Supp. Decl. of Christina Reynoso (“Reynoso Supp. Decl.”).) Reynoso attests that in June 2023, Plaintiff became an employee of Defendant, and as a result, Plaintiff “was required to complete [Defendant’s] pre-application and onboarding process.” (Reynoso Supp. Decl., ¶ 2.)

According to Reynoso, Defendant had the following custom and practice with respect to hiring and onboarding employees: (a) the employee received a pre-application wherein the employee provided basic information, including their email; (b) the pre-application would be provided to Reynoso at the corporate office, where it would be reviewed to confirm information and perform the necessary background check on the employee; (c) the corporate office would then cause its payroll company, Paycom, to email with the full application and onboarding paperwork to the employee using the email address provided by the employee on the pre-application; and (d) the employee would then login through their email, set up their own unique password, and fill out their onboarding paperwork. (Reynoso Supp. Decl., ¶ 3.)

Reynoso attests employees had access to the onboarding paperwork at any time, whether they were at work or not, and they were given as much time as they needed to review the paperwork through the Paycom link. (Reynoso Supp. Decl., ¶ 3.) Reynoso then attests in conclusory fashion, “This process was followed with respect to Plaintiff.” (*Ibid.*) Reynoso goes on to attest that the full application and onboarding paperwork was sent to Plaintiff’s email on June 19, 2023, and at 1:18 p.m. on June 20, 2023, Plaintiff “completed his onboarding paperwork.” (*Id.*, ¶ 4.) Reynoso then notes that at the time Plaintiff filled out his onboarding paperwork, Defendant had not yet set up any computers at the dealership where Plaintiff

was working. (*Id.*, ¶ 5.) Reynoso's attestations are insufficient.

Generally, Defendant is "not required to authenticate [Plaintiff's] signature on [the] arbitration agreement as a preliminary matter in moving for arbitration," and has no obligation to do so unless "the authenticity of the signature" is actually challenged. (*Ruiz v. Moss Bros. Auto Grp., Inc.* (2014) 232 Cal.App.4th 836, 846.)

Here, taking into account Reynoso's supplemental declaration, the parties' dispute over whether Defendant has established the existence of a valid arbitration agreement rests almost exclusively on whether Reynoso's declaration sufficiently authenticates Plaintiff's signature on the arbitration agreement.

Civil Code section 1633.9 addresses how an electronic signature can be authenticated, and provides in relevant part: "An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable." (Civ. Code, § 1633.9, subd. (a).) Courts have held that the "[t]he burden of authenticating an electronic signature is not great." (*Fabian v. Renovate America, Inc.* (2019) 42 Cal.App.5th 1062, 1067, quoting *Ruiz, supra*, 232 Cal.App.4th at p. 844.) "The party seeking authentication may carry its burden 'in any manner,' including by presenting evidence of the contents of the contract in question and the circumstances surrounding the contract's execution." (*Fabian, supra*, 42 Cal.App.5th at p. 1068.)

Here, in the instant litigation, Defendant has not met its burden of establishing the authenticity of Plaintiff's electronic signature on the arbitration agreement. Indeed, Defendant's evidence is not "of such a character and weight as to leave no room for a judicial determination" that Defendant failed to establish that Plaintiff electronically signed the arbitration agreement. (See, *Fabian, supra*, 42 Cal.App.5th at p. 1068.)

As noted above, Defendant seeks to authenticate Plaintiff's signature by outlining its purported "custom and practice" in onboarding employees. However, Reynoso's declaration falls short. In Reynoso's reply declaration, she fails to explain how, or on what basis, she inferred that the electronic signature was "the act of" Plaintiff. Not only does Reynoso fail to even provide a copy of the document purportedly signed by

		<p>Plaintiff, but she fails to explain how the electronic signature could only have been placed on the document by Plaintiff. Moreover, Reynoso does not attest as to the process, if any, used to verify an employee’s electronic signature through the Paycom link. She also fails to explain who receives the signed onboarding documents, and how an employee’s identification is verified as the person who actually signed the documents. Indeed, Reynoso only summarily asserts that the onboarding process “was followed with respect to Plaintiff.” (Reynoso Supp. Decl., ¶ 3.) This leaves a critical gap in the evidence in support of the Motion. (See, <i>Fabian, supra</i>, 42 Cal.App.5th at pp. 1069-1070.)</p> <p>Since Defendant has failed to meet its burden of establishing the existence of a valid agreement with Plaintiff, the Motion is denied. The Court need not address issues of enforceability or unconscionability.</p> <p>Defendant is ordered to give notice of this ruling.</p>
<p>105</p>	<p>Garcia vs. Compassionate Heart Senior Care, Inc. 2022-01294409</p>	<p>Motion for Final Approval</p> <p>Plaintiff Monica Garcia’s Motion for Final Approval of Class Action and PAGA Settlement is GRANTED.</p> <p>This is a putative wage-and-hour class action and PAGA matter. On November 30, 2022, Plaintiff Monica Garcia, individually and on behalf of all others similarly situated (“Plaintiff”), filed a Class Action Complaint against Defendant Compassionate Heart Senior Care, Inc. dba Home Instead Senior Care (“Defendant”). The Complaint asserts eight causes of action for various wage-and-hour violations of the Labor Code and a violation of the Unfair Competition Law. On September 15, 2023, Plaintiff filed a PAGA-only action against Defendant, as Case No. 2023-01349739. On April 5, 2024, the Court took notice that the two cases are related.</p> <p>On May 20, 2024, Plaintiff filed the Motion for Preliminary Approval of Class Action Settlement. The settlement included Plaintiff’s PAGA claims. On October 18, 2024, at the second hearing on the matter, the Court granted the Motion, and the Order Granting Preliminary Approval was entered on October 24, 2024.</p> <p>On February 26, 2025, Plaintiff filed the current Motion for Final Approval of Class Action and PAGA Settlement. The Motion seeks final approval of the Amended Joint Stipulation of Class and PAGA Settlement for the non-reversionary Gross Settlement Amount of \$185,000.00. The putative Settlement Class consists of 298 Class Members comprised of: “All</p>

persons employed by Defendant in California as an hourly paid or non-exempt employees at any time during the Class Period.” The Class Period is defined as the period from June 5, 2018, through the date of Preliminary Approval.”

In addition, the Settlement includes 298 PAGA Members comprised of: “All persons employed by Defendant in an hourly, non-exempt position in California during the PAGA Period.” The PAGA Period is defined as the period from February 3, 2022, through the date of Preliminary Approval.

Pursuant to the Settlement Agreement, if the total number of workweeks during the Class Period exceeded 14,029—i.e., an increase greater than ten percent (10%) of the estimate of 12,754 workweeks—the Gross Settlement Amount would increase proportionally according to the number of additional workweeks above 14,029, or Defendant could choose to end the Class Period the day before the number of workweeks exceeded 14,029. The settlement administrator, ILYM Group, Inc., determined that based on the Class Data provided by Defendant, the 298 Class Members had worked a total of 16,030 workweeks, and therefore, the Escalator Clause was triggered. Accordingly, the Gross Settlement Amount increased by 14.26%, or \$26,387.13, and the new Gross Settlement Amount is \$211,387.13.

On December 2, 2024, the settlement administrator mailed Notice Packets, in both English and Spanish, via U.S. Mail to all 298 Class Members. As of February 20, 2025, a total of eighteen (18) Notice Packets were deemed undeliverable with no forwarding address. As of February 20, 2025, the settlement administrator had received one (1) invalid dispute regarding the number of weeks a Class Member had worked during the Class Period. The settlement administrator did not receive any objections to the Settlement. Three (3) individuals timely requested exclusion from the Settlement and, therefore, are not Participating Class Members. They are: Swenzen Mae Enriquez, Laura Lottman, and Margarita L. Suarez. Accordingly, these individuals are not bound by the terms and conditions of the Settlement Agreement and/or the Order and Judgment as they pertain to the Released Claims. However, these individuals remain bound by the terms and conditions of the Settlement Agreement and/or Order and Judgment as they related to the Released PAGA Claims.

The Court concludes that the \$211,387.13 Class Action and PAGA Settlement is fair and reasonable, and that the notice to the Class was adequate. Accordingly, the Court certifies the above-defined Class for settlement purposed only, and

approves the following specific awards:

- Attorneys' fees totaling \$70,391.91 to Class Counsel, Wilshire Law Firm, PLC
- Litigation costs totaling \$8,740.74 to Class Counsel, Wilshire Law Firm, PLC
- Administration costs of \$7,950.00 to ILYM Group, Inc.
- Class Representative Service Payment of \$5,000.00 to Plaintiff Monica Garcia
- \$7,500.00 to the Labor and Workforce Development Agency (LWDA) for its share of the PAGA penalties

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.

The Net Settlement Amount payable to all Class Members is \$109,304.48, and the amount of PAGA Penalties payable to the PAGA Members is \$2,500.00. The average Individual Class Payment is estimated to be \$353.57.

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

- The amount of the Class Representative Service Payment must be revised to \$5,000.00;
- The operative Settlement Agreement must be identified by the ROA number of the declaration to which it is attached;
- Paragraph 14 must state that the Court's continuing jurisdiction is pursuant to CCP § 664.6 and CRC 3.769(h);
- Paragraph 18 must state that the time of the Final Accounting hearing is 2:00 p.m.

Final Accounting is set for November 13, 2025, at 2:00 p.m. in Department CX102. Counsel shall submit the final administrator's report no later than ten (10) court days prior to the Final Accounting hearing regarding the status of the settlement administration. The final report must include all information necessary for the Court to determine the total amount of the settlement funds actually paid to Class Members and PAGA Group Members, and the amount of uncashed funds remitted to the State Controller's Unclaimed Property Fund. If the settlement funds are not completely disbursed by the report deadline, counsel must request a continuance.

		<p>Plaintiff is ordered to give notice of this ruling, including to the LWDA, and file proof of service within five (5) court days.</p>
<p>107</p>	<p>Lopez vs. Vehicle Protection Specialists, LLC 2020-01174402</p>	<p>Motion for Final Approval</p> <p>Plaintiffs Carmen Lopez and Pete Jaramillo’s Motion for Final Approval of Class Action and PAGA Settlement is GRANTED.</p> <p>This is a putative wage-and-hour class action and PAGA matter. On December 14, 2020, Plaintiff Carmen Lopez filed a Class Action Complaint against Defendants Vehicle Protection Specialists, LLC and Daniel Laurent alleging seven causes of action for various violations of the Labor Code. On November 9, 2021, Plaintiff Lopez filed the First Amended Complaint adding Pete Jaramillo as a named Plaintiff.</p> <p>On August 29, 2022, Plaintiffs filed the original Motion for Preliminary Approval of Class Action Settlement and separately filed a document entitled “Joint Stipulation re Class Action and PAGA Penalty Settlement.” At the hearing on March 3, 2023, the Court found that it appeared Plaintiffs were attempting to settle a PAGA claim that had not been asserted in the operative First Amended Complaint and was not incorporated by reference in the Joint Stipulation. As a result, the Court continued the matter and ordered briefing on the issue, including an explanation as to the timeliness of any purported PAGA claim. However, Plaintiffs’ untimely supplemental filing did not address the deficiencies in the Motion or Joint Stipulation identified by the Court. Therefore, at the second hearing on June 16, 2023, the Court denied the preliminary approval motion, without prejudice, and stated that Plaintiffs could file another amended Complaint and refile a new preliminary approval motion.</p> <p>On August 7, 2023, pursuant to Stipulation and Order, Plaintiffs filed the operative Second Amended Class Action Complaint (“SAC”) alleging the same seven causes of action for wage-and-hour violations of the Labor Code, and adding a cause of action for PAGA penalties.</p> <p>On August 11, 2023, Plaintiffs filed a new Motion for</p>

Preliminary Approval. After several issues with the moving papers and the Settlement Agreement were addressed, the Court granted the Motion at the sixth hearing on the matter on March 22, 2024. The Order Granting Preliminary Approval was entered on March 27, 2024. The Final Approval hearing was set for June 28, 2024.

On June 14, 2024, the parties filed a joint stipulation seeking a continuance of the Final Approval hearing. Apparently, the Class List submitted to the settlement administrator by the Defendants was incomplete and contained calculation errors. The continuance was granted by the Court.

On September 20, 2024, Plaintiffs filed the current Motion for Final Approval of Class Action and PAGA Settlement. The Motion seeks final approval of the Amended Joint Stipulation re Class Action and PAGA Penalty Settlement ("Settlement Agreement") for the non-reversionary Gross Settlement Amount of \$275,000.00. The putative Settlement Class consists of 235 Class Members comprised of: "All current and former California employees of Defendants who worked in non-exempt positions between December 4, 2016, and May 13, 2022."

In addition, the Settlement includes 112 PAGA Members comprised of: "All current and former California employees of Defendants who worked in non-exempt positions since November 2, 2019, to May 13, 2022."

On June 28, 2024, the settlement administrator, Simpluris, Inc., sent Notice Packets, in both English and Spanish, via U.S. Mail to all 235 Class Members. As of August 18, 2024, a total of eight (8) Notice Packets were deemed undeliverable with no forwarding address. As of September 30, 2024, no Class Members had objected to or requested to be excluded from the Settlement Agreement. In addition, no Class Members submitted disputes as to the number of weeks they had worked during the Class Period.

The Court concludes that the \$275,000.00 Class Action and PAGA Settlement is fair and reasonable, and that notice to the Class was adequate. Accordingly, the Court certifies the above-defined Class for settlement purposes only, and approves the following specific awards and disbursements:

- Attorneys' fees totaling \$68,750.00 to Class Counsel, Law Offices of Buchsbaum & Haag, LLP;
- Litigation costs totaling \$10,000.00 to Class Counsel, Law Offices of Buchsbaum & Haag, LLP;
- Settlement administration costs of \$6,300.00 to

Simpluris, Inc.;

- Class Representative Service Payments of \$5,000.00 each to Plaintiff Carmen Lopez and Plaintiff Pete Jaramillo;
- \$15,000.00 to the Labor Workforce and Development Agency (LWDA) for its share of PAGA penalties.

Pursuant to the Settlement Agreement, Defendants are ordered to separately pay all employer payroll taxes owed on the wage portions of the Individual Class Payments.

The Net Settlement Amount payable to all Class Members and PAGA Members is \$169,950.00, including the \$5,000.00 in PAGA Penalties to be distributed to the PAGA Members in accordance with the terms of the Settlement Agreement.

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

- Remove attorney information from caption page
- The Gross Settlement Amount must be provided in Paragraph 4
- In Paragraph 8, the amount of the attorneys' fees award must be revised so as to be consistent with this Ruling
- In Paragraph 9, the amount of the Class Representative Service Payment must be revised so as to be consistent with this Ruling
- In Paragraph 16, revise the date of the Final Accounting hearing to May 21, 2026

Within five (5) court days, Class Counsel must submit an invoice from the settlement administrator reflecting the fees and costs incurred.

Final Accounting is set for May 21, 2026, at 2:00 p.m. in Department CX102. Counsel shall submit the final administrator's report no later than fourteen (14) calendar days prior to the Final Accounting hearing regarding the status of the settlement administration. The final report must include all information necessary for the Court to determine the total amount of the settlement funds actually paid to Class Members and PAGA Group Members, and the amount of uncashed funds remitted to the State Controller's Unclaimed Property Fund. If the settlement funds are not completely disbursed by the report deadline, counsel must request a continuance.

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

108	Fan vs. Cybercoders, Inc. 2021-01207940	<p>Motion for Final Approval</p> <p>The Court has reviewed the supplemental materials provided by Plaintiff’s counsel and finds that they substantially address the identified concerns. Accordingly, Plaintiff Wayne Eric Fan’s Motion for Approval of PAGA Settlement is GRANTED.</p> <p>This is a PAGA-only action. On June 29, 2021, Plaintiff Wayne Eric Fan, an individual, for himself, on behalf of all others similarly situated, and as aggrieved employees under the California Private Attorney General Act (“Plaintiff”), filed a Complaint for Damages against Defendant Cybercoders, Inc. (“Defendant”). The Complaint alleges six causes of action for various wage-and-hour individual and representative PAGA claims on behalf of Plaintiff and the aggrieved employees.</p> <p>On February 7, 2022, Defendant moved to compel arbitration of Plaintiff’s individual claims on the ground the parties had entered into an arbitration agreement that encompassed all claims asserted in the Complaint. At the hearing on August 12, 2022, the Court granted the motion in part and ordering Plaintiff’s individual claims to arbitration and staying the representative PAGA claims. In April 2023, the parties agreed to mediate the representative PAGA claims, and they reached a settlement after engaging in mediation on October 23, 2023.</p> <p>On May 14, 2024, Plaintiff filed the current Motion for Approval of PAGA Settlement. The Motion seeks approval of the parties’ Joint Stipulation of PAGA Settlement and Release for the non-reversionary Gross Settlement Amount of \$245,000.00. The settlement group consists of 418 PAGA Members comprised of: “All persons employed by Cybercoders, Inc. in the State of California in non-exempt positions from April 25, 2020, and December 22, 2023.”</p> <p>Based on the representations of Plaintiff’s counsel and a review of the Settlement Agreement, the Court concludes that the \$245,000.00 PAGA Settlement is fair and reasonable.</p> <p>The Court also concludes that total PAGA penalties in the amount of \$143,982.45 are fair and reasonable, and seventy-five percent (75%) will be paid to the Labor and Workforce Development Agency (“LWDA”) in settlement of all representative claims alleged by or on behalf of Plaintiff and the PAGA Members. Accordingly, the Court approves the following awards and disbursements from the Gross Settlement Amount:</p>
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- Attorneys' fees of \$80,850.00 to Plaintiff's Counsel, Law Offices of Richard Kim, P.C.
- Litigation costs of \$12,167.55 to Plaintiff's Counsel, Law Offices of Richard Kim, P.C.
- Settlement administration costs of \$7,500.00 to CPT Group, Inc.
- Plaintiff's PAGA Representative Service Award of \$500 to Plaintiff Wayne Eric Fan
- PAGA penalties of \$107,986.84 to the LWDA

The amount equal to twenty-five percent (25%) of the total PAGA Penalties is \$35,995.61. This amount is to be distributed to the PAGA Members in accordance with the terms of the Settlement Agreement.

The Final Accounting hearing is set for May 21, 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 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.

Within five (5) court days, Plaintiff's counsel must submit for the Court's signature a revised Proposed Order Granting Approval of PAGA Settlement and Judgment with the following corrections:

- Final Accounting hearing date in accordance with this ruling;
- Revision of the PAGA Representative Service Award / Incentive Award in accordance with this ruling;
- A statement that the continuing jurisdiction of the Court is pursuant to CCP § 664.6 and CRC 3.769(h);
- Delete Paragraph 21 and language regarding dismissal of the action with prejudice.

Plaintiff 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>109</p>	<p>Fierro vs. 5.11, Inc.</p> <p>2020-01171395</p>	<p>Motion for Final Approval</p> <p>The Motion for Final Approval of Class Action and PAGA Settlement filed by Plaintiffs Yesenia Fierro and Cherise Morris Eastman is GRANTED.</p> <p>This is a putative wage-and-hour class action and PAGA matter. On November 20, 2020, Plaintiff Yesenia Fierro, individually and on behalf of other members of the general public similarly situated and on behalf of the State of California pursuant to the California Private Attorneys General Act, filed a Class Action Complaint for Damages and Enforcement Under the Private Attorney’s General Act against Defendant 5.11, Inc. The Complaint alleges eleven (11) causes of action for various wage-and-hour violations of the Labor Code, violations of the Unfair Competition Law, and PAGA violations.</p> <p>On January 18, 2023, pursuant to stipulation and order, Fierro filed the operative First Amended Complaint (“FAC”). The FAC alleges the same 11 causes of action, but adds Cherise Morris Eastman as a named Plaintiff, and 5.11 Tactical, Inc. and 5.11 Tactical as named Defendants. Fierro submitted her PAGA notice to the Labor and Workforce Development Agency (“LWDA”) on September 16, 2020, and Eastman provided her notice on April 25, 2022.</p> <p>On September 14, 2023, Plaintiffs filed the Motion for Preliminary Approval of Class Action and PAGA Settlement. On November 11, 2024, at the fourth hearing on the matter, the Court granted the Motion, and the Order Granting Preliminary Approval was entered on November 27, 2024.</p> <p>On March 28, 2025, Plaintiffs filed the current Motion for Final Approval of Class Action and PAGA Settlement. The Motion seeks final approval of the First Amended Class and Representative Action Settlement Agreement and Release of Claims (“Agreement” or “Settlement Agreement”) entered into between Plaintiffs and Defendant 5.11, Inc. (5.11 Tactical, Inc. does not exist as a corporate entity, and 5.11 Tactical is a fictitious business name of 5.11, Inc. Therefore, 5.11 Tactical, Inc. and 5.11 Tactical are not parties to the Settlement Agreement.) The Agreement provides for the settlement of Plaintiffs’ claims for the non-reversionary Gross Settlement Amount of \$785,000.00. The putative Settlement Class includes 866 Class Members consisting of: “All current and former non-exempt employees of Defendant who performed work for Defendant in the State of California during the period from November 20, 2016, through June 10, 2023, who have</p>
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not signed an arbitration agreement with class waiver.”

In addition, the Settlement includes PAGA Aggrieved Employees consisting of: “All current and former non-exempt employees of Defendant who performed work for Defendant in the State of California during the PAGA Period.” The PAGA Period is defined as the period from September 16, 2019, through March 27, 2023.

On January 13, 2025, the settlement administrator, ILYM Group, Inc., sent Notice Packets via U.S. Mail to all of the putative Class Members. As of March 28, 2025, no Class Members had objected to or requested to be excluded from the Settlement. In addition, on Class Members submitted disputes as to the number of weeks they had worked during the Class Period.

The Court concludes that the \$785,000.00 Class Action and PAGA Settlement is fair and reasonable, and that the notice to the Class was adequate. Accordingly, the Court certifies the above-defined Class for settlement purposes only, and approves the following specific awards and disbursements:

- Attorneys’ fees totaling \$235,500.00 to Class Counsel, Lawyers for Justice, PC;
- Litigation costs totaling \$20,393.54 to Class Counsel, Lawyers for Justice, PC;
- Settlement administration costs of \$11,000.00 to ILYM Group, Inc.;
- Class Representative Service Award of \$5,000.00 to Plaintiff Yesenia Fierro;
- Class Representative Service Award of \$5,000.00 to Plaintiff Cherise Morris Eastman;
- \$112,500.00 to the Labor Workforce and Development Agency (LWDA) for its share of the PAGA penalties.

Pursuant to the Settlement Agreement, Defendants are ordered to separately pay all employer payroll taxes owed on the wage portions of the Individual Class Payments.

The Net Settlement Amount payable to all Class Members and PAGA Aggrieved Employees is \$395,606.46, including the \$37,500.00 in PAGA penalties to be distributed to the PAGA Aggrieved Employees in accordance with the terms of the Settlement Agreement.

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

- Remove attorney information from caption page;
- Update the date and time of the hearing in the caption;
- The ROA number of the Order Granting Preliminary Approval is "ROA 240";
- In Paragraph 6, the end date of the PAGA Period is March 27, 2023, not June 10, 2023;
- In Paragraph 11, revise the amount of the attorneys' fees award consistent with this ruling;
- In Paragraph 12, revise the amount of the award of litigation costs consistent with this ruling;
- In Paragraph 18, state that continuing jurisdiction of the Court is pursuant to CCP § 664.6 as well as CRC 3.769(h); and
- Add a paragraph stating the date, time, and location of the Final Accounting hearing, and the deadline for the submission of the settlement administrator's final report.

Within five (5) court days, Class Counsel must submit proof of service of the Motion for Final Approval and the Settlement Agreement on the LWDA.

Within five (5) court days, Class Counsel must submit the supplemental declaration of the settlement administrator with the following information:

- The total number of PAGA Aggrieved Employees; and
- A copy of the invoice for administration costs and fees.

Final Accounting is set for May 21, 2026, at 2:00 p.m. in Department CX102. Counsel shall submit the final administrator's report no later than fourteen (14) calendar days prior to the Final Accounting hearing regarding the status of the settlement administration. The final report must include all information necessary for the Court to determine the total amount of the settlement funds actually paid to Class Members and PAGA Aggrieved Employees, and the amount of uncashed funds remitted to the *cy pres* recipient, Legal Aid at Work. If the settlement funds are not completely disbursed by the report deadline, counsel must request a continuance.

Plaintiffs are 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.

110 **Morales vs. Knowles Security, Inc.**

2023-01330854

Motion for Approval of Class Settlement

Motion to Seal

Defendant Knowles Security, Inc.'s Motion for Order Sealing the Confidential Declaration of Joe Zuniga Filed in Support of Motion for Preliminary Approval of Class Settlement is GRANTED.

Defendant seeks an order to permanently seal the confidential Declaration of Joe Zuniga and attached exhibits submitted by Defendant in support of the pending Motion for Preliminary Approval of Class Action and PAGA Settlement. Mr. Zuniga is Defendant's Chief Executive Officer and owner.

Mr. Zuniga's declaration and attached exhibits contain detailed confidential information regarding Defendant's financial condition, including information about Defendant's taxes, operational costs, cash flow, operating funds, and associated liabilities.

Defendant has met the procedural requirements and established the criteria set forth in California Rules of Court, rules 2.550(d)(1)-(5) for sealing this material.

The Court expressly finds that for these materials, the facts establish: (1) Defendant has an overriding interest that overcomes the right of public access to the record; (2) The overriding interest supports sealing the record; (3) A substantial probability exists that the overriding interest will be prejudiced if the record is not sealed; (4) The proposed sealing is narrowly tailored; and (5) No less restrictive means exists to achieve the overriding interest. (CRC 2.550(d); *McGuan v. Endovascular Technologies, Inc.* (2010) 182 Cal. App. 4th 974, 988.) These findings embody constitutional requirements for a request to seal court records, protecting the First Amendment right of public access to civil trials. (See, *NBC Subsidiary (KNBC-TV), Inc. v. Superior Court* (1999) 20 Cal.4th 1178, 1217-18; *Huffy Corp. v. Superior Court* (2003) 112 Cal.App.4th 97, 104.)

Defendant has met its burden by demonstrating that Mr. Zuniga's declaration and attached exhibits contains confidential and proprietary financial information, and that public disclosure of this confidential financial information poses a legitimate risk of harm to Defendant's business interests, business relationships, and continued operation. Therefore, the Court orders the Declaration of Joe Zuniga and Exhibits Filed in Support of Motion for Preliminary Approval of

Class Settlement (ROA 131) to be permanently sealed.

Defendant is ordered to give notice of this ruling.

Motion for Preliminary Approval

The Court has reviewed the supplemental materials submitted by Class Counsel and finds that they adequately address the previously identified issues. Accordingly, Plaintiff Alexis Morales's Motion for Preliminary Approval of Class Action and PAGA Settlement is GRANTED.

This is a putative wage-and-hour class action and PAGA matter. On June 9, 2023, Plaintiff Alexis Morales, as an individual and on behalf of all others similarly situated ("Plaintiff"), filed a Class Action Complaint against Defendant Knowles Security, Inc. ("Defendant"). The Complaint asserts seven causes of action for various wage-and-hour violations of the Labor Code and violations of the Unfair Competition Law. On July 31, 2023, as a matter of right, Plaintiff filed the operative First Amended Class and Representative Action Complaint ("FAC") adding a PAGA cause of action.

On September 6, 2024, Plaintiff filed the current Motion for Preliminary Approval of Class Action and PAGA Settlement, and submitted the Stipulation of Class and PAGA Settlement for the Court's review. The Motion seeks preliminary approval of the parties' proposed settlement for the non-reversionary Gross Settlement Amount of \$450,000.00.

After the Court expressed certain concerns at the February 28, 2025 hearing, the parties prepared the amended Stipulation of Class and PAGA Settlement. Based on a review of the 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:

- Remove attorney information from caption page;
- Provide Gross Settlement Amount in Paragraph 1;
- Complete the implementation schedule in Paragraph 13 by providing actual dates for each item

The Motion for Final Approval will be heard on July 31, 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

		<p>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.</p> <p>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.</p> <p>At the Final Approval hearing, Plaintiff and Class Counsel must provide detailed declarations describing circumstances to justify the requested enhancement award, and addressing 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 participating in 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>
<p>111</p>	<p>Akoyan vs. TR Accountants</p> <p>2022-01292163</p>	<p>Motion for Approval of Class Settlement</p> <p>Plaintiff David Akoyan's Motion for Preliminary Approval of Class Action and PAGA Settlement is CONDITIONALLY GRANTED, pending submission of a copy of Plaintiff's individual settlement agreement, if any.</p> <p>This is a putative wage-and-hour class action and PAGA matter. On November 17, 2022, Plaintiff David Akoyan, on behalf of himself and all employees similarly situated ("Plaintiff"), filed a Class Action Complaint against Defendant TR Advocates, LLC ("Defendant"). The Complaint asserts nine causes of action for various wage-and-hour violations of the Labor Code and violations of the Unfair Competition Law.</p> <p>On March 20, 2023, pursuant to Stipulation and Order, Plaintiff filed the First Amended Complaint in order to correctly identify the Defendant as TR Accountants dba Tax Relief</p>

Advocates. On May 30, 2024, pursuant to Stipulation and Order, Plaintiff filed the operative Second Amended Complaint ("SAC") adding a cause of action for PAGA penalties. Defendant answered on June 20, 2024.

On January 17, 2025, Plaintiff filed the current Motion for Preliminary Approval of Class Action and PAGA Settlement, and submitted the Class Action and PAGA 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 \$1,850,000.00.

Based upon a review of the Settlement Agreement, the Court finds the Settlement falls within the range of what is considered far and reasonable, subject to a final determination at the Final Approval hearing.

However, the Court notes that Paragraph 3.2.1.2 of the Settlement Agreement provides that Plaintiff is to receive an individual settlement of \$35,000.00 in exchange for a general release of Plaintiff's individual claims. The language of the provision implies that this individual settlement amount is to be paid out of the Gross Settlement Amount. Before preliminary approval can be granted, Plaintiff must submit a copy of any separate written individual settlement agreement related to the payment of the \$35,000.00 individual settlement amount, and Class Counsel must clarify whether this individual settlement is to be paid out of the Gross Settlement Amount. Accordingly, within ten (10) court days, Class Counsel must submit a supplemental declaration with an attached copy of the separate individual settlement agreement, if any, and a discussion of these issues.

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

- Revisions to reflect the reassignment of this matter to the Hon. Layne H. Melzer in Department CX102;
- Paragraph 10 must reflect the correct address of the Complex Civil courthouse;
- Provide actual dates for the Final Approval hearing and the other matters set forth in the implementation schedule.

Upon submission of counsel's adequate supplemental declaration and the revised Proposed Order, the Court will grant the Motion.

		<p>The Motion for Final Approval will be heard on July 31, 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.</p> <p>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, Plaintiff’s counsel should address whether any such unique circumstances exist in this litigation.</p> <p>At the Final Approval hearing, Plaintiff and Class Counsel must provide detailed declarations describing circumstances to justify the requested enhancement award, and addressing 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 participating in 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>Riley vs. B. BRAUN MEDICAL, INC.</p> <p>2019-01069273</p>	<p>Motion to Approve PAGA Settlement</p> <p>The Court has reviewed the supplemental materials provided by Plaintiff’s counsel and finds that they substantially address the previously identified concerns. Accordingly, Plaintiff Keith E. Riley’s Motion for Approval of PAGA Settlement is GRANTED.</p> <p>This is a PAGA-only action. On May 13, 2019, Plaintiffs Keith E. Riley and John Styles, on behalf of themselves and all others similarly situated (“Riley Plaintiffs”), filed a Complaint against Defendants B. Braun Medical, Inc. and staffing company, Manpower US, Inc. alleging several wage-and-hour violations of the Labor Code. On October 7, 2019, pursuant to a stipulation of the parties, the Riley Plaintiffs filed the First</p>

Amended Complaint ("FAC") adding a PAGA claim. On November 27, 2019, the Riley Plaintiffs dismissed their class action claims without prejudice based on an arbitration agreement they had signed with Manpower.

On May 27, 2020, Plaintiff Rolando Ferreira, individually and on behalf of all others similarly situated ("Ferreira"), filed his putative Class Action Complaint against Defendant Braun, OCSC Case No. 2020-01141094, alleging several wage-and-hour violations and a claim for unfair competition. On January 12, 2021, pursuant to a stipulation of the parties, Ferreira filed the First Amended Complaint adding a PAGA claim.

Ferreira moved to consolidate his action with the Riley action, and he separately moved to intervene. On October 1, 2021, the Court granted Ferreira's motion to consolidate and ordered the Riley action to be consolidated for all purposes with the Ferreira action. Riley was designated as the lead case. As part of the same order, the Court denied Plaintiff Ferreira's motion to intervene in the Riley action. The Court held: "Thus, it is only the State, and not Ferreira, who has an interest in the PAGA claim asserted in Riley, and the State is already represented in the Riley case, so its interests are protected. It does not need Ferreira to intervene to protect it. Because Ferreira cannot demonstrate the requisite interest in this action, his motion [to intervene] must be denied." (ROA 167.)

Manpower subsequently moved to compel arbitration of the PAGA claims in the Riley action, and Braun joined in the motion. Although the Riley Plaintiffs did not oppose Manpower's motion, Ferreira did. Before the hearing, the Riley Plaintiffs, Manpower, and Braun entered into a stipulation wherein the Riley Plaintiffs voluntarily agreed to submit their individual PAGA claims to arbitration. The parties also agreed to stay the representative PAGA claims. The Court signed the Stipulation and proposed Order on December 2, 2022, and deemed the motion to compel arbitration as moot.

On March 29, 2023, the Court conducted a Status Conference and discussed with counsel the October 2021 ruling consolidating the Riley and Ferreira matters, as well as the December 2022 Stipulation and Order to arbitrate the Riley claims. After hearing oral arguments, the Court ruled that the Riley and Ferreira actions would be deconsolidated. The Court found that the parties in the Ferreira matter were not subject to the December 2022 Order to arbitrate. Ferreira subsequently moved to re-consolidate the actions, but his motion was denied.

On September 10, 2024, Riley filed the current Motion for Approval of PAGA Settlement. Counsel attests that Plaintiff John Styles abandoned this action years ago and is no longer considered a representative plaintiff. (Counsel Decl., ¶ 4, fn. 1.) The Motion seeks approval of the parties' First Amended Settlement and Release for the non-reversionary Gross Settlement Amount of \$740,000.00. The settlement group consists of 2,009 PAGA Members comprised of: "All current and former allegedly aggrieved non-exempt employees employed by Manpower who were assigned to work at B. Braun locations in the State of California for either Defendant at any time from May 13, 2018, through May 1, 2023."

Based upon the representations of Plaintiff's counsel and a review of the Settlement Agreement, the Court concludes that the \$740,000.00 PAGA Settlement is fair and reasonable. Pursuant to the Settlement Agreement, Defendant B. Braun Medical, Inc. will contribute \$120,000.00, and Defendant Manpower US, Inc. will contribute \$620,000.00 to the Gross Settlement Amount, respectively.

The Court also concludes that total PAGA penalties in the amount of \$445,218.85 are fair and reasonable. Pursuant to state law, seventy-five percent (75%) of the PAGA penalties will be paid to the Labor and Workforce Development Agency ("LWDA") in settlement of all representative claims alleged by or on behalf of Plaintiff and the PAGA Members. Accordingly, the Court approves the following awards and disbursements from the Gross Settlement Amount:

- Attorneys' fees of \$246,666.67 to Plaintiff's Counsel, James Hawkins, APLC
- Litigation costs of \$39,860.48 to Plaintiffs' Counsel, James Hawkins, APLC
- Settlement administration costs of \$8,254.00 to Simpluris, Inc.
- PAGA penalties of \$333,914.14 to the LWDA

The amount equal to twenty-five percent (25%) of the PAGA penalties is \$111,304.71. This amount is to be distributed to the PAGA Members in accordance with the terms of the Settlement Agreement.

The Final Accounting hearing is set for March 19, 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 nine (9) court days prior to the hearing regarding the status of the settlement administration. The final report must include all information necessary for the

		<p>Court to determine the total amount actually paid to PAGA 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>Within five (5) court days, Plaintiff’s counsel must submit for the Court’s signature a revised Proposed Order and Judgment with the following corrections:</p> <ul style="list-style-type: none"> • Title must include the reference to the Final Judgment; • Remove attorney information from the caption page; • Enter ROA number “391” in the opening paragraph and Paragraph 1 to identify the declaration to which the Settlement Agreement is attached; • Revise amount of the payment to the settlement administrator in Paragraph 4.b., in accordance with this ruling; • Revise the Net PAGA Amount in Paragraph 5, in accordance with this ruling; • In Paragraph 5, include the monetary amounts of the PAGA penalties to be distributed to the LWDA and the PAGA Members; • Paragraphs 2 and 5 must refer to “PAGA Members”, not “Covered Employees”, so as to be consistent with the Settlement Agreement; • Revise the date and time of the Final Accounting hearing in accordance with this ruling; • Delete Paragraph 10 and its reference to a dismissal with prejudice. <p>Plaintiff 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>
113	<p>Allison-Wright vs. Aperto Property Management, Inc.</p>	<p>Motion for Approval of PAGA Settlement</p> <p>The Motion for Approval of Settlement Under Private Attorney’s General Act filed by Plaintiffs Yvette Cherri Allison-Wright and Juan Carlos Barahona Murillo is CONTINUED to June 26, 2025, at 2:00 p.m. in Department CX102 in order to give Plaintiffs’ counsel an opportunity to address issues previously identified by the Court on February 28, 2025.</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 Defendant Aperto Property Management (“Defendant”). The Complaint asserted 10 causes of action for various wage-and-</p>

hour violations of the Labor Code and violations of the Unfair Competition Law. 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 ("*Barahona Action*").

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 with the instant action for all purposes to facilitate the parties' global settlement.

On November 15, 2024, Allison-Wright and Barahona ("Plaintiffs") Plaintiffs filed the instant Motion for Approval of Settlement Under the Private Attorneys' General Act. At the hearing on February 28, 2025, the Court identified the following issues with the moving papers and Settlement Agreement:

1. Defined PAGA Period is problematic because its end date is based on date of Court's approval of the Settlement. This renders the PAGA Period uncertain and increases chance the Court will not find the Settlement to be fair. It also increases probability that Escalator Clause will be triggered.
2. "Released Claims" should not include Labor Code sections 404, 1527, 3366, 3457, 6409.6, or 6432, since these statutes are either irrelevant to the claims alleged or have been repealed.
3. General Release by Representative Plaintiffs includes all claims, including tort claims, that Named Plaintiff have or may have against Defendant "regarding any aspect of their employment." However, Mr. Barahona's minimal enhancement award seems to consider his pending wrongful termination and retaliation lawsuit against Defendant and any possible award for damages associated with that lawsuit. General Release language should either be amended to exclude the claims in Mr. Barahona's pending lawsuit, or the Settlement should be amended to increase his enhancement award.
4. Settlement should provide that administrator will post operative complaint, Settlement Agreement, Aggrieved Employee Notice letter, and Final Order and Judgment on its website for at least 90 days after Court's approval of Settlement.

5. Mr. Bibiyan must provide a copy of Plaintiff Allison-Wright's LWDA PAGA Notice Letter.
6. Counsel must provide copy of proposed notice letter to be sent to the Aggrieved Employees.
7. Counsel must provide a Proposed Order and Judgment for the Court's review.

Plaintiffs' counsel was ordered to file supplemental papers addressing these concerns no later than fourteen (14) calendar days prior to the hearing date. Counsel was also ordered to 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.

However, as of April 15, 2025, Plaintiffs' counsel has failed to file the requisite supplemental papers. Accordingly, the hearing on the Motion is continued.

Counsel is once again ordered to file supplemental papers addressing the concerns enumerated above 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.

The Court also sets an Order to Show Cause re Monetary Sanctions against Plaintiffs' Counsel on June 26, 2025, at 2:00 p.m in Department CX103 for counsel's failure to comply with the Court's February 28, 2025 Order to file supplemental papers for the continued hearing on the Motion for Approval of Settlement Under the Private Attorney's General Act. Any response to the OSC must be filed at least five (5) court days prior to the OSC hearing.

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