

**LAW & MOTION CALENDAR
TENTATIVE RULINGS**

May 16, 2024

**Judge Melissa R. McCormick
Dept. CX104**

Department CX104 hears law and motion on Thursdays at 2:00 p.m.

Court reporters: Official court reporters typically are not provided in this department for any proceedings. If the parties desire the services of a court reporter, the parties should follow the procedures set forth on the court’s website at www.occourts.org.

Tentative rulings: The court endeavors to post tentative rulings on the court’s website by 9:00 a.m. the day of the hearing. 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.

Submitting on tentative rulings: If all parties intend to submit on the tentative ruling and do not desire oral argument, please advise the courtroom clerk or courtroom attendant by calling (657) 622-5304. Please do not call the department unless all parties submit on the tentative ruling. If all parties submit on the tentative ruling and so advise the court, the tentative ruling will become the court’s final ruling and the prevailing party shall give notice of the ruling.

Appearances and public access: Appearances, whether in person or remote, must comply with Civil Procedure Code section 367.75, California Rule of Court 3.672, Orange County Superior Court Local Rule 375, and Orange County Superior Court Appearance Procedure and Information—Civil Unlimited and Complex (pub. 9/9/22).

Unless the court orders otherwise, remote appearances will be conducted via Zoom. All counsel and self-represented parties appearing via Zoom must check in through the court’s civil remote appearance website before the hearing begins. Check-in instructions are available on the court’s website.

The public may attend hearings by coming to court or via remote access as described above.

Photographing, filming, recording and/or broadcasting court proceedings are prohibited unless authorized pursuant to California Rule of Court 1.150 or Orange County Superior Court Local Rule 180.

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. See *Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442 n.1.

NO.	CASE NAME	MATTER
1	Dao v. FirstService Residential California, LLC, et al. 2023-01347200	Off calendar.

<p>2</p>	<p>Garcia v. All County Environmental & Restoration, Inc., et al.</p> <p>2021-01236384</p>	<p><u>Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement</u></p> <p>The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiff’s motion for preliminary approval of a class action and PAGA settlement. The court has the following questions and comments:</p> <p><u>As to the settlement:</u></p> <ol style="list-style-type: none"> 1. The amendment to the settlement agreement is not signed by either defendant. <p><u>As to the class notice:</u></p> <ol style="list-style-type: none"> 2. On page 1 (bullet 3), the word “Employees” should be inserted after “Aggrieved.” <p><u>As to the proposed order:</u></p> <ol style="list-style-type: none"> 3. In addition to the class notice and the exclusion and objection forms (including certified Spanish-language translations), the settlement agreement and the amendment to the settlement agreement should be attached to the proposed order as exhibits. See 1/18/24 Order (ROA 98, No. 26). 4. In paragraph 12 of the proposed order, the words “preliminarily approves” should be inserted between “and” and “payment.” See 1/18/24 Order (ROA 98, No. 28). 5. Paragraph 23 of the proposed order should state that the motion for final approval shall be filed and served at least 16 court days before the final approval hearing. See 1/18/24 Order (ROA 98, No. 30). <p>Provided plaintiff files with the court by May 23, 2024 (i) a fully executed copy of the amendment to the settlement agreement, (ii) a revised class notice addressing the above issue, and (iii) a revised proposed order addressing the above issues, the court is inclined to grant the motion as follows:</p> <p>\$7,500.00 for plaintiff’s enhancement payment (not to exceed);</p> <p>\$275,172.45 for attorneys’ fees (not to exceed 35% of gross settlement amount);</p> <p>\$25,000.00 for litigation costs (not to exceed);</p> <p>\$7,990.00 for settlement administration costs (not to exceed);</p> <p>and</p> <p>\$40,000.00 total PAGA penalties (\$30,000.00 to LWDA).</p> <p>The final approval hearing is scheduled for <u>October 17, 2024 at 2:00 p.m.</u> in Department CX104.</p>
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<p>3</p>	<p>Heatley v. Lin Rogers Electrical Contractors, Inc., et al. 2022-01244331</p>	<p><u>Plaintiff’s Motion for Approval of PAGA Settlement</u></p> <p>The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiff’s motion for approval of a \$665,000 PAGA settlement. The court requests that the parties be prepared to address the following issues at the hearing:</p> <ol style="list-style-type: none"> 1. The Amended Settlement and Release Agreement states that “[i]n return for [plaintiff’s] promises in this Agreement, and provided [plaintiff] signs and return[s] this Agreement and does not revoke it, the Company will pay [plaintiff] the gross amount of Ten Thousand Dollars (\$10,000), inclusive of attorneys’ fees and costs (the ‘Gross Settlement Amount’).” Amended Settlement and Release Agreement ¶ 2. The Amended Settlement and Release Agreement states that the parties “have entered into a separate agreement to resolve the PAGA Action,” and that “[i]t is expressly understood and agreed by the Parties that this Agreement shall not modify, amend, change, alter or affect any terms of the PAGA Action settlement, which will be and is solely governed by the Settlement and Release Agreement executed by the Parties in the PAGA Action.” Amended Settlement and Release Agreement Recitals & ¶¶ 4, 6, 7, 14. <p>The PAGA Settlement Agreement states that plaintiff will receive \$10,000 from the Gross Settlement Amount, as that term is defined in the PAGA Settlement Agreement, “in exchange for the release of his individual claims upon execution of this Agreement, and a \$5,000 service fee for serving as the Plaintiff in this matter, subject to the approval of the court.” PAGA Settlement Agreement ¶ 3.2.2. The definition of “Gross Settlement Amount” in the PAGA Settlement Agreement states: “‘Gross Settlement Amount’ means six hundred sixty-five thousand dollars and no cents (\$665,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below [i.e., the escalator clause]. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.” PAGA Settlement Agreement ¶ 1.10; see also PAGA Settlement Agreement ¶ 1.15 (definition of “Net Settlement Amount”).</p> <p>In its August 10, 2023 order (ROA 74), the court (Judge Peter Wilson) inquired “why \$10,000 of the gross amount agreed to be paid by Defendant in the PAGA action should be allocated to the settlement of the</p>

		<p>alleged unidentified individual claims.” 8/10/23 Order (ROA 74). The court has not located any supplemental filing where the parties address why the settlement payment for plaintiff’s individual claims should be paid from the PAGA Gross Settlement Amount. Absent a persuasive explanation, the court is not inclined to approve payment of the individual settlement from the PAGA Gross Settlement Amount. That said, based on the definition of Gross Settlement Amount in the PAGA Settlement Agreement, neither the settlement payment for plaintiff’s individual claims nor any enhancement payment to plaintiff shall be paid from the PAGA Gross Settlement Amount, as neither of those sums is included in the sums the PAGA Gross Settlement Amount “will be used to pay.” Is that the parties’ intent, including that no enhancement payment for plaintiff shall be paid from the PAGA Gross Settlement Amount?</p> <p>If the parties resolve the above issues to the court’s satisfaction at the hearing, and subject to the parties’ confirmation that the PAGA Gross Settlement Amount shall be distributed as set forth in the PAGA Settlement Agreement, the court intends to grant the motion for approval, as follows:</p> <p>No enhancement payment to plaintiff (see discussion above);</p> <p>\$221,644.50 for attorneys’ fees (33.33% of gross settlement amount);</p> <p>\$11,259.85 for litigation costs;</p> <p>\$5,100.00 for settlement administration costs (Supp. Bokhour Decl. (ROA 102) Ex. F); and</p> <p>\$426,995.65 total PAGA penalties (\$320,246.74 to the LWDA).</p> <p>The final accounting hearing is scheduled for <u>January 9, 2025 at 9:00 a.m.</u> in Department CX104. Counsel shall submit a final settlement administrator’s report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the Aggrieved Employees and the other amounts distributed under the settlement, including any uncashed checks.</p> <p>Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service.</p>
4	<p>Oliveros v. Shark Island Yacht Club, et al.</p> <p>2021-01210803</p>	<p><u>Plaintiff’s Motion for Approval of PAGA Settlement</u></p> <p>“Because an aggrieved employee’s action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government.” <i>Arias v. Superior Court</i> (2009) 46 Cal.4th 969, 986. PAGA settlements are subject to trial court</p>

		<p>review “to determine whether [they are] fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” <i>Moniz v. Adecco USA, Inc.</i> (2021) 72 Cal.App.5th 56, 77.</p> <p>The court has reviewed and considered the papers filed in support of plaintiff’s motion for approval of a \$125,569.93 PAGA settlement. The court has the following questions and comments:</p> <ol style="list-style-type: none"> 1. Plaintiff defaulted defendant Patrick Allen Ramsey on January 4, 2022 (ROA 18). What does plaintiff intend to do vis-à-vis defendant Ramsey? 2. Were the motion papers served on the LWDA? Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected. <p><u>As to the settlement:</u></p> <ol style="list-style-type: none"> 3. How many Aggrieved Employees are there? <i>Compare</i> Rudy Ginez Decl. (ROA 163) ¶ 33 (33 Aggrieved Employees) <i>with</i> Amended Settlement Agreement ¶ IV.1. (30 Aggrieved Employees)? Will all Aggrieved Employees receive an Individual PAGA Payment? The Rudy Ginez Declaration (ROA 163, ¶ 33) implies only Aggrieved Employees who suffered a meal period violation will receive an Individual PAGA Payment. 4. Why are the Individual PAGA Payments being calculated based pay periods in which an Aggrieved Employee allegedly suffered a meal period violation? <i>See</i> Rudy Ginez Decl. (ROA 163) ¶¶ 35, 36. 5. Is plaintiff’s expert Olga Ginez related to plaintiff’s counsel? In addition, plaintiff seeks \$13,196.25 for 155.25 hours of work (i.e., more than 19 days of work at 8 hours per day) performed by Olga Ginez. Olga Ginez’s invoice reflects that most of her time was spent “compiling and comparing new data” and “compiling dat[a], etc.” Rudy Ginez Decl. (ROA 163) Ex. 7. Why did this work require 155.25 hours, particularly considering there are no more than 33 Aggrieved Employees? 6. Why is the PAGA Period July 1, 2020 to July 31, 2021? 7. Are the parties aware of any related pending actions or other cases that may be impacted by the settlement? 8. Plaintiff’s counsel seeks attorneys’ fees constituting 35.84% of the Gross Settlement Amount. The court is inclined to award attorneys’ fees constituting 33.33% of
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		<p>the Gross Settlement Amount. Do special circumstances warrant a higher fee award here?</p> <p>9. The Taxes and Withholdings provision in the Settlement Agreement (Rudy Ginez Decl. (ROA 163) Ex. 1 (¶ IV.3.)) is different from the description of the tax treatment in the notice (Rudy Ginez Decl. (ROA 163) Ex. A (at 2-3)). The parties should address and resolve this discrepancy in the supplemental filing.</p> <p>10. The release (Settlement Agreement ¶ V.1.) purports to release claims on behalf of the LWDA and the State of California. Plaintiff should provide legal authority to do so or remove this language.</p> <p>11. The Aggrieved Employees' release (Settlement Agreement ¶ V.1.) should be revised to release only the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter to the LWDA.</p> <p>12. Plaintiff's counsel states counsel analyzed defendant's potential exposure for meal, rest, and wage statement violations. Rudy Ginez Decl. (ROA 163) ¶ 36. Did plaintiff's counsel analyze defendant's exposure for the other causes of action in plaintiff's first amended complaint?</p> <p>13. Plaintiff's brief (ROA 167, at 7:25) states an audit showed the Aggrieved Employees were paid overtime. Is plaintiff dismissing the cause of action for unpaid overtime?</p> <p>14. Plaintiff should state his total anticipated consideration, including his Individual PAGA Payment and excluding any enhancement award.</p> <p>15. In addition to \$13,196.25 for plaintiff's expert, plaintiff's counsel seeks reimbursement for \$4,794.00 in costs (\$3,759.60 + \$1,034.40). Plaintiff should provide legal authority supporting an award of costs incurred for postage and mailing. Plaintiff should also provide an invoice substantiating the \$487.97 charge for "trial prep."</p> <p>16. Do the parties intend for the Aggrieved Employees to be able to dispute the number of pay periods? If so, the settlement agreement (and the notice) should be amended to address the dispute procedure.</p> <p><u>As to the notice:</u></p> <p>17. The notice should revised as necessary consistent with the above.</p>
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		<p>shall be submitted, rather than an “amended settlement agreement,” to streamline the court’s review of the documents. The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order).</p> <p>Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.</p>
5	<p>Rodriguez, et al. v. Roy Miller Painting, Inc.</p> <p>2023-01314830</p>	<p><u>Plaintiffs’ Motion for Approval of Class Action and PAGA Settlement</u></p> <p>The court has reviewed and considered the papers filed in support of plaintiffs’ motion for preliminary approval of a class action and PAGA settlement. The court has the following questions and comments:</p> <p><u>As to the settlement:</u></p> <ol style="list-style-type: none"> 1. Why is defendant funding the settlement in two installments? See Settlement Agreement ¶ 23(q). The parties should provide admissible evidence of defendant’s financial situation, including appropriate financial documents such as balance sheets, cash flow statements, and profit and loss statements. 2. In addition the average payment to class members (Tunyan Decl. (ROA 38) ¶ 16), the parties should provide the estimated high and low payments to class members, the estimated high, low and average PAGA payments, and each plaintiff’s anticipated total amount (including any individual claims and excluding any enhancement payment). 3. Paragraph 23(v) of the settlement agreement should be revised to state (i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute. 4. Paragraph 23(w) of the settlement agreement should state that all exclusion requests shall be submitted to the court. 5. Class members should not be required to state “the factual and legal basis, with supporting documents, if any, on which the objection is based,” whether the class member is represented by an attorney and the contact information for the attorney, or whether the class member intends to appear at the final approval hearing. Settlement Agreement ¶ 23(x). In addition, the

		<p>sentence at page 16 lines 17-20 beginning with "A Class Member" and ending with "to the Settlement" should be removed, as it, among other things, is internally inconsistent.</p> <ol style="list-style-type: none">6. The "Released Class Claims" appear to include duplicative language. <i>Compare</i> Settlement Agreement ¶ 34 (20:22-21:8) <i>with id.</i> ¶ 34 (21:8-12).7. The "Released PAGA Claims" are overbroad. Settlement Agreement ¶ 35. Releases for aggrieved employees other than plaintiffs should not release more than the civil penalties available under PAGA based on the fact alleged in the operative complaint and the notice letter(s) to the LWDA. In addition, the "Released PAGA Claims" purports to release claims on behalf of the LWDA. The parties should provide legal authority for that provision or remove it.8. The declaration(s) filed in support of the motion must inform the court whether the parties, after making reasonable inquiry, are aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declaration(s) shall also state the name and case number of any such case, the procedural status of that case, and describe the impact of the settlement on that case. <p><u>As to the notice:</u></p> <ol style="list-style-type: none">9. The notice should be revised consistent with the above.10. The notice should provide additional explanation about what PAGA is.11. The term "Lawsuit" does not appear to be defined in the settlement agreement.12. On page 3 of the notice, the sentence stating "Defendant's records will be presumed correct unless you prove otherwise by credible evidence" should be removed. The remainder of that paragraph should be revised as discussed above.13. On page 3, the notice states that Settlement Class Members who have not claimed or negotiated their settlement checks within 180 days "shall nevertheless remain bound by the Settlement." This provision appears overbroad and its intent is unclear. The parties should provide further explanation for this provision and/or legal authority supporting it, or remove it.14. The notice should advise the PAGA class members that they cannot opt out of the settlement and that, even if
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		<p>they do not cash their checks, they will be bound by the release.</p> <p>15. The settlement administrator’s invoice includes a charge for a Spanish-language translation. Mullins Decl. (ROA 36) Ex. C. Do the notice and related documents need to be translated into any languages other than Spanish? In addition, copies of the certified translation(s) should be filed with the court and attached to the proposed order as exhibits.</p> <p><u>As to the proposed order (ROA 34):</u></p> <p>16. The proposed order should be revised consistent with the above.</p> <p>17. Counsel’s name and contact information should be removed from the caption page of the proposed order.</p> <p>18. The settlement agreement and any amendments thereto, and the notice packet (including translations) should be attached to the proposed order as exhibits.</p> <p>19. At page 1 line 1, the phrase “TO ALL PARTIES AND THEIR COUNSEL OF RECORD” should be removed.</p> <p>20. In paragraph 1, the phrase “and in the best interests of the class members” should be added after “adequate.” The remainder of paragraph 1 should be removed.</p> <p>21. Paragraph 2 should be removed.</p> <p>22. The second sentence of paragraph 3 should be removed.</p> <p>23. The first sentence of paragraph 4 should be removed. “The court preliminarily finds” should be inserted at the beginning of the second sentence of paragraph 4.</p> <p>24. In paragraph 5, “preliminarily” should be inserted after “are” and before “certified.”</p> <p>25. In paragraph 7, “conditionally” should be inserted after “TOVAR” and before “are.” The second sentence of paragraph 7 should be removed. In the third sentence, “preliminarily” should be inserted after “is” and before “appointed.”</p> <p>26. Paragraph 8 should direct the settlement administrator to administer the settlement in accordance with the settlement agreement.</p> <p>27. The proposed order should include the procedures and schedule for objections, exclusions and disputes.</p> <p>28. In paragraphs 12, 13, 14, 15 and 16, “preliminary” should be changed to “preliminarily.”</p>
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		<p>29. In paragraph 12, the phrase beginning with “and in recognition” and ending with “the Settlement Class” should be removed. The word “an” should be removed before “enhancement.”</p> <p>30. In paragraphs 12 and 13, the phrase “(not to exceed)” should be inserted after each amount.</p> <p>31. In paragraph 14, the phrase “(not to exceed 33 1/3 of the gross settlement amount)” should be inserted after “\$60,333.33.”</p> <p>32. In paragraph 15, “in compromise of claims” should be replaced with “as civil penalties.”</p> <p>33. Paragraph 21 should include reference to Civil Procedure Code section 664.6.</p> <p>34. The parties should propose a date for the final approval hearing. The court holds final approval hearings on Thursdays at 2:00 p.m. The motion for final approval should be filed and served at least 16 court days before the final approval hearing.</p> <p>The hearing on plaintiffs’ motion for preliminary approval of a class action and PAGA settlement is continued to <u>September 12, 2024 at 2:00 p.m.</u> in department CX104 to permit the parties to address and respond to the above issues. <i>See also</i> Department CX104 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than “amended settlement agreement,” to streamline the court’s review. The parties shall also provide redlined copies of any revised documents.</p> <p>Plaintiffs are ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiffs must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.</p>
6	<p>Tran v. Byram Healthcare Centers, Inc. 2023-01309069</p>	<p><u>Plaintiffs’ Motion for Approval of Class Action and PAGA Settlement</u></p> <p>The court has reviewed and considered the papers filed in support of plaintiffs’ motion for preliminary approval of a class action and PAGA settlement. The court has the following questions and comments:</p> <p><u>As to the settlement:</u></p> <ol style="list-style-type: none"> 1. In addition the average payment to class members (Han Decl. (ROA 66) ¶ 30), the parties should provide when available (see Han Decl. (ROA 66) ¶ 30 n.5) the estimated high and low payments to class members, the

		<p>estimated high, low and average PAGA payments, and each plaintiff's anticipated total amount (including any individual claims and excluding any enhancement payment).</p> <ol style="list-style-type: none"> 2. The class members' release is overbroad. Settlement Agreement ¶¶ JJ; KK. The release must be fairly tailored to the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the operative complaint. 3. The aggrieved employees' release is overbroad. Settlement Agreement ¶ EE. Releases for aggrieved employees other than plaintiffs should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA. In addition, the aggrieved employees' release purports to release claims on behalf of the LWDA "and any other representative, proxy, or agent thereof." The parties should provide legal authority for that provision or remove it. 4. The settlement agreement states that in addition to plaintiffs' Individual Settlement Shares, and subject to the court's approval, each plaintiff will receive \$10,000 as an enhancement payment "in exchange for a release of the Released Claims, a General Release, and for their time, effort, and risks they undertook in bringing and prosecuting this matter." Settlement Agreement ¶ III.H.7.a.; see also <i>id.</i> ¶ III.M. The settlement agreement provides that plaintiffs' enhancement awards will be paid from the Gross Settlement Amount. <i>Id.</i> ¶ III.H.3. An enhancement award is not intended to serve as consideration for the release of additional claims, but rather to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, in some circumstances, to recognize their willingness to act as a private attorney general. The court is unlikely to approve a settlement that provides enhancement awards in exchange for releases. <p>In addition, and more generally, while the court will determine the appropriate amount of any enhancement award to plaintiffs at final approval, counsel must explain why an enhancement award is reasonable, why the generous amounts proposed here are reasonable, and what the named plaintiffs did beyond the expected service of a named plaintiff. In addition, each named plaintiff shall state in a declaration filed with the court what the named plaintiff specifically did as services to the class and participation in the litigation, including the approximate amount of time spent on the case.</p>
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		<p>operative complaint, the PAGA notice letter(s) to the LWDA, the settlement agreement and any amendments, the class notice and any included forms, the orders granting preliminary and final approval, and the judgment. The judgment should be posted for at least 180 days.</p> <p><u>As to the proposed order (ROA 62):</u></p> <ol style="list-style-type: none">19. The proposed order should be revised consistent with the above.20. The title, footer, and document text (throughout) should also refer to the PAGA settlement.21. The proposed order should include the settlement amount, the not-to-exceed amounts to be distributed for attorneys' fees, litigation costs, enhancement awards and settlement administration costs, and the PAGA civil penalties.22. The second sentence of paragraph 1 should be removed.23. The first sentence of paragraph 2 should be revised to state: "The court preliminarily finds that the settlement is fair, adequate and reasonable, and in the best interests of the class members." The second, third, and fourth sentences of paragraph 2 should be removed.24. In paragraph 5, "The court preliminarily finds that" should be added to the beginning of the first sentence.25. In paragraphs 6, 7 and 12 of the proposed order, the word "preliminarily" should be added before "appointed."26. In paragraph 8, the words "constitutionally sound and" should be removed. The second sentence of paragraph 8 should be removed.27. Paragraph 11 should be removed.28. The procedures for exclusions, objections and disputes by class members as set forth in the settlement agreement should be stated in the proposed order.29. Rather than attempting to restate the releases in their entirety in paragraphs 18 and 19, the parties may prefer to refer to the releases by their defined terms in the settlement agreement.30. Paragraphs 20 and 22 should be removed.31. Copies of the settlement agreement and any amendment thereto and the class notice and its accompanying forms should be attached as an exhibit. Certified copies of the translated class notice and forms in Spanish should also be attached to the proposed order as exhibits. The last
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		<p>sentence in paragraph 1 of the proposed order should be revised accordingly.</p> <p>32. The proposed order should state that the court retains jurisdiction to enforce the settlement (see Settlement Agreement ¶ O.18.) and include a reference to Civil Procedure Code section 664.6.</p> <p>33. The parties should propose a date for the final approval hearing. The court holds final approval hearings on Thursdays at 2:00 p.m. The motion for final approval should be filed and served at least 16 court days before the final approval hearing.</p> <p>The hearing on plaintiffs’ motion for preliminary approval of a class action and PAGA settlement is continued to <u>September 12, 2024 at 2:00 p.m.</u> in department CX104 to permit the parties to address and respond to the above issues. <i>See also</i> Department CX104 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than “amended settlement agreement,” to streamline the court’s review. The parties shall also provide redlined copies of any revised documents.</p> <p>Plaintiffs are ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiffs must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.</p>
7	<p>Lauber v. Byram Healthcare Centers, Inc. 2023-01349817</p>	<p><u>Status Conference</u></p> <p>The court has reviewed the parties’ joint initial case management conference statement filed May 9, 2024 (ROA 37). In a concurrently-issued order on plaintiffs’ motion for preliminary approval of a class action and PAGA settlement filed in Case No. 2023-01309069, the court continued the hearing on the motion for preliminary approval to September 12, 2024 at 2:00 p.m. in Department CX104.</p> <p>The May 16, 2024 status conference in this case (Case No. 2023-01349817) is continued to <u>September 12, 2024 at 2:00 p.m.</u> in Department CX104. The parties need not file a joint status conference statement in advance of the hearing.</p> <p>Clerk to give notice.</p>