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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

ANNA RUIZ, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

vs.

FORMA ALMADEN VALLEY, LLC, a
California limited liability company;
WALNUT CREEK SPORTS CLUB, LLC, a
California limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: C23-01864

Honorable Edward G. Weil
Department 39

~~PROPOSED~~ ORDER:

- (1) PRELIMINARILY APPROVING
CLASS ACTION
SETTLEMENT;**
- (2) CONDITIONALLY
CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES
ONLY;**
- (3) APPROVING THE NOTICE OF
SETTLEMENT; AND**
- (4) SETTING A HEARING ON
MOTION FOR FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 3, 2025

Time: 9:00 a.m.

Dept.: 39

Complaint Filed: July 28, 2023

Jury Trial Date: None Set

The Court, having considered the Motion for Preliminary Approval of Class Action
Settlement of Plaintiff Anna Ruiz ("Plaintiff"), the Declarations of Elizabeth Parker-Fawley,
Aaron Gundzik, Plaintiff Anna Ruiz and Lisa Mullins of ILYM Group, Inc., the Stipulation

1 of Class Action Settlement (“Settlement Agreement”) executed by Plaintiff and Defendants,
2 attached to the Declaration of Elizabeth Parker-Fawley as Exhibit 1 and the Notice of
3 Proposed Class Action Settlement (“Notice of Settlement”) attached as Exhibit A to the
4 Settlement Agreement, makes the following findings:

5 A. The parties to this action are Plaintiff Anna Ruiz and Defendants Forma
6 Almaden Valley, LLC and Walnut Creek Sports Club, LLC (“Defendants”). Plaintiff seeks
7 to represent a Class including all current and former non-exempt employees who worked for
8 Defendants within the State of California at any time during the Class Period (from July 28,
9 2019, through February 12, 2024).

10 B. After participating in an arms-length mediation, Plaintiff and Defendants
11 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks
12 to represent. The terms of the proposed settlement are fully set forth in the Settlement
13 Agreement (included as Exhibit 1 to the Declaration of Elizabeth Parker-Fawley in support
14 of Plaintiff’s Motion for Preliminary Approval).

15 C. The terms of the proposed settlement include the following:

16 i. The proposed Class consists of all current and former non-exempt
17 employees who worked for Defendants within the State of California at any time during the
18 Class Period.

19 ii. The Class Period is from July 28, 2019, through February 12, 2024.

20 iii. In settlement, Defendants will pay the gross amount of \$405,000, plus
21 the employer’s share of withholding taxes.

22 iv. Defendants will pay the Gross Settlement Amount in two separate
23 payments. The first payment of \$205,000 is due within 30 days of the Effective Date, as that
24 term is defined in the Settlement Agreement. The remainder of the Gross Settlement
25 Amount will be paid within six months plus 30 days of the Effective Date.

26 v. From the gross settlement amount, the parties propose to deduct fees
27 for settlement administration costs in the amount of \$7,950, a service award in the amount
28 of \$7,500 to the Representative Plaintiff, Anna Ruiz, Class Counsel’s reasonable and actual

costs in an amount not to exceed \$25,000, and Class counsel's attorneys' fees as approved by the Court, but not to exceed 35% of the Gross Settlement Amount.

vi. The amount remaining, after deductions approved by the Court, will be distributed to individual Settlement Class Members in accordance with the formula specified in the Settlement Agreement.

D. The proposed Notice of Settlement is attached hereto as **Exhibit 1** and is incorporated herein by this reference. The Parties propose to have the Settlement Administrator send the Notice of Settlement to all Class Members by regular mail and that Class Members shall have forty-five (45) days to opt out of or object to the settlement.

E. The proposed Class Counsel are experienced, and, in their view, the proposed settlement is fair and reasonable.

F. The proposed settlement is fair and reasonable to Class Members.

G. The notice procedure set forth in the Settlement Agreement will adequately notify the Class of the settlement and of their right to opt out or object.

H. The Settlement Agreement and Notice of Settlement include a proposed release which will bind those Class Members who do not opt out of the Settlement.

Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

1. For the reasons set forth in the Court's tentative ruling, a copy of which is attached hereto as **Exhibit 2**, the motion is granted.

2. The proposed settlement is fair, adequate and reasonable and in the best interests of the Class Members.

3. The class action settlement, as set forth in the Settlement Agreement, is preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

4. The proposed Class is provisionally certified as an opt-out class action under Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this matter, with the Class defined as specified above and in the Settlement Agreement.

5. Plaintiff Anna Ruiz is appointed as the class representative for the provisionally certified Class.

1 6. Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, Aaron C. Gundzik and
2 Rebecca G. Gundzik are appointed as Class Counsel for the provisionally certified Class.

3 7. ILYM Group, Inc. is approved as the Settlement Administrator.

4 8. The Settlement Administrator is ordered to immediately post this Order and a
5 copy of the Settlement Agreement on the website it has established for this case.

6 9. The Notice of Settlement in substantially the form attached hereto as Exhibit
7 1 is approved, and the Settlement Administrator is authorized to send the Notice of
8 Settlement to the provisionally certified Class.

9 10. The Court directs the Settlement Administrator to mail the Notice of
10 Settlement to the Class Members, as provided for in the Settlement Agreement.

11 11. The Court preliminarily approves of the Class release in the Settlement
12 Agreement.

13 12. The Court directs that any and all objections to the Settlement be sent to the
14 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no
15 later than forty-five (45) calendar days after the Notice of Settlement is mailed. For
16 remailed notices, the deadline shall be the earlier of forty-five (45) calendar days after
17 remailing or ten days before the final approval hearing.

18 13. The Court directs that all requests for exclusion must be sent to the
19 Settlement Administrator and postmarked (if mailed) or received (if faxed or emailed) no
20 later forty-five (45) calendar days after the Notice of Settlement is mailed or re-mailed. For
21 remailed notices, the deadline shall be the earlier of forty-five (45) calendar days after
22 remailing or ten days before the final approval hearing.

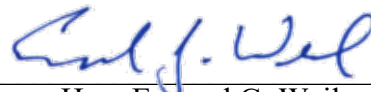
23 14. A Final Approval Hearing on the question of whether the proposed class
24 settlement should be finally approved as fair, reasonable, and adequate as to the members
25 of the proposed settlement class, for approval of Class Counsel's Attorneys' Fees and Class
26 Counsel's Costs, for approval of the service award to the class representative, for approval
27 of the fees of the settlement administrator is set for August 7, 2025 at 9:00 a.m. in
28 Department 39 of the above-entitled Court.

15. The Court orders that the papers in support of the final approval of the settlement and Plaintiff's award of attorneys' fees and costs shall be filed at least 16 court days before the hearing.

16. Based on the terms of the Settlement Agreement, the following sets forth the proposed schedule of events to occur with respect to the effectuation of the settlement:

Event	Date
Deadline for Defendants to provide Class data to settlement administrator	Within ten calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten calendar days of receipt of class data from Defendants
Deadline to dispute workdays, opt out of or object to settlement ("Response Deadline")	within forty-five (45) days of mailing or re-mailing of Notice of Settlement
Deadline for Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion.	7 calendar days after Response Deadline
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	August 7, 2025 at 9:00 a.m.

Dated: 4/30/2025



Hon. Edward G. Weil
Hon. Edward Weil

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EXHIBIT 1
(Notice of Settlement)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Ruiz v. Forma Almaden Valley, LLC., Contra Costa Superior Court Case No. C23-08164

If you have been employed in California by FORMA ALMADEN VALLEY, LLC and/or WALNUT CREEK SPORTS CLUB, LLC as a non-exempt employee, you may be entitled to receive money from a class action settlement.

The Contra Costa County Superior Court authorized this notice.

This is not a solicitation from a lawyer.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Contra Costa County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for Forma Almaden Valley, LLC or Walnut Creek Sports Club, LLC (“Defendants”) in California during the Class Period (July 28, 2019, through February 12, 2024). A hearing to determine whether the settlement should receive the Court’s final approval will be held on _____ at _____.m. in Department 12 of the Contra Costa County Superior Court, which is located at 725 Court Street, Room 301, Martinez, CA 94553.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than [45 days from mailing] otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Defendants, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by Defendants’ records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for Defendants in California at any time from July 28, 2019, to February 12, 2024. You are receiving this notice because, according to Defendants’ records, you may be eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

A former employee of Defendants filed a class action against Defendants in the Contra Costa County Superior Court. The case is called *Ruiz v. Forma Almaden Valley, LLC., et al., Contra Costa Superior Court Case No. C23-08164* (the “Action”). The Action alleges that Plaintiff and other the non-exempt employees of Defendants were not paid for all of their work, were not paid all overtime wages owed, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, were not reimbursed for their necessary expenditures, and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ Complaint alleges causes of action for: (1) Violation of California Labor Code sections 510 and 1198 (unpaid overtime); (2) Violation of California Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) Violation of California Labor Code section 226.7 (unpaid rest period premiums); (4) Violation of California Labor Code sections 1194, 1197 and 1197.1 (unpaid minimum wages); (5) Violation of California Labor Code sections 201 and 202 (final wages not timely paid); (6) Violation of California Labor Code section 204 (wages not timely paid during employment); (7) Violation of California Labor Code section 226(a) (non-compliant wage statements); (8) Violation of California Labor Code section 1174(d) (failure to keep requisite

FOR MORE INFORMATION CALL 1-800-_____.

employment records); (9) Violation of California Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (10) Violation of California Business & Professions Code sections 17200, et seq.

Defendants denies all of Plaintiff's allegations and deny any wrongdoing. Among other things, Defendants contend that all employees have been properly compensated and that Defendants complied with all applicable laws.

The Court has made no ruling on the merits of the alleged claims, or the defenses asserted by Defendants. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for _____, 2024 at _____.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiff and the class ("Class Counsel") are:

Arby Aiwarzian LAWYERS for JUSTICE, PC 410 West Arden Avenue, Suite 203 Glendale, CA 91203 Tel: (818) 265-1020 / Fax: (818) 265-1021	Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461
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Attorneys representing Defendants are:

Sandra L. Rappaport Warren Hodges Jennifer A. Puza Hanson Bridgett LLP 425 Market Street 26th Floor San Francisco, CA 94105 Tel.: (415) 777-3200.
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: www._____.

Defendants has agreed to pay \$405,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs and service and release award to the Plaintiff. The remaining amount (called the Net Settlement Amount), approximately \$222,800, will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and has advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$141,750 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$25,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Award: The Plaintiff is requesting a service and release award of \$7,500, in addition to the amount she will receive as a member of the class, to compensate her for undergoing the burden and expense of prosecuting

FOR MORE INFORMATION CALL 1-800-_____.

the action and for the broader release of claims she is required to provide to Defendants. Subject to court approval, the service and release awards will be deducted from the Gross Settlement Amount.

(c) **Settlement Administration Costs:** The Settlement Administrator, ILYM Group, Inc., has advised the parties that the settlement administration costs will not exceed \$7,950. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) **Payments to Settlement Class Members:** The remainder of the Gross Settlement Amount (called the Net Settlement Amount) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all of the Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for Defendant during the Class Period.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Defendants' records, you worked a total of ___ qualifying workweeks during the Class Period as a Class Member. Based upon this information, under the settlement, you will receive approximately \$_____. This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, the service and release awards to Plaintiffs, and disputes by other class members regarding their qualifying pay periods during the Class Period.

To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members within approximately seven months after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise, it will be voided, and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name, and you will need to contact that agency to obtain your funds.

For tax purposes, your Class settlement payment will be considered twenty percent as wages and reported on a W-2 form. Eighty percent of your settlement payment will be considered as interest and penalties and will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release Defendants and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all claims arising during the Class Period made in the Complaint and all claims arising during the Class Period that reasonably could have been alleged based on the factual allegations contained in the operative complaint, including but not limited to all of the following claims for relief: (1) failure to pay overtime pursuant to Labor Code sections 510 and 1198; (2) failure to provide meal period premiums in violation of sections 226.7 and 512(a); (3) failure to provide rest period premiums in violation of section 226.7; (4) failure to pay minimum wages pursuant to sections 1194, 1197, and 1197.1; (5) failure to timely pay wages upon termination in violation of sections 201 and 202; (6) failure to timely pay wages during employment in violation of section 204; (7) failure to provide accurate and itemized wage statements in violation of section 226(a); (8) failure to keep requisite payroll records in violation of section 1174(d); (9) failure to reimburse business expenses in violation of sections 2800 and 2802; (10) violations of California Business and

FOR MORE INFORMATION CALL 1-800-_____.

Professions Code §§ 17200, et seq. Class Members shall not waive section 1542 of the California Civil Code. The Release Period for the Released Claims shall be the Class Period. Settlement Class Members shall not waive section 1542 of the California Civil Code.

9. YOUR OPTIONS

As a member of the class, you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Ruiz v. Forma Almaden Valley, LLC., et al., Contra Costa Superior Court Case No. C23-08164*). You should provide written documentation supporting the number of workweeks you believe that you worked. You must postmark your written statement no later than **[45 days from mailing]**. The Settlement Administrator will consider your dispute and any documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will notify you of its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is **[45 days from mailing]**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case name (*Ruiz v. Forma Almaden Valley, LLC., Contra Costa Superior Court Case No. C23-08164*), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **[45 days from mailing]**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendants.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

FOR MORE INFORMATION CALL 1-800-_____.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objection to the Settlement Administrator at the address specified in Section 11 below. The deadline to postmark your objection is **[45 days from mailing]**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Ruiz v. Forma Almaden Valley, LLC., et al., Contra Costa Superior Court Case No. C23-08164*).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

(e) You Can Attend the Final Approval Hearing

Regardless of which option you choose, you may attend the Final Approval Hearing. Information about the Final Approval Hearing is contained in section 10 of this Notice.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release awards to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on _____, 2024 at _____.m., in Department 12 of the Contra Costa County Superior Court, 725 Court Street, Room 301, Martinez, CA 94553. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time. You have the option to attend the Final Approval Hearing by telephone.

11. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Contra Costa County Superior Court, 725 Court Street, Room 301, Martinez, CA 94553, subject to the procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www._____](http://www._____.) or you may contact the Settlement Administrator as follows:

[insert TPA contact information]

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.

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EXHIBIT 2
(Tentative Ruling)

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
JUDICIAL OFFICER: EDWARD G WEIL
HEARING DATE: 04/03/2025

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 39's email address is: dept39@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 39 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

Courtroom Clerk's Calendar

<p>1. 8:31 AM CASE NUMBER: C24-01508 CASE NAME: DAVID PARKS VS. CARL MAST *FURTHER CASE MANAGEMENT CONFERENCE FILED BY: <u>*TENTATIVE RULING:*</u></p>
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See Line 14.

<p>2. 9:00 AM CASE NUMBER: C22-02519 CASE NAME: REBECA MARTINEZ VS. AKKAM, INC. *FURTHER CASE MANAGEMENT CONFERENCE FILED BY: <u>*TENTATIVE RULING:*</u></p>
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causes of action are stated against Defendant and each of the allegations rests on claims against P. Lindsey brought by Plaintiff, as an individual. Plaintiff fails to allege any statement or act by Defendant, or a basis support a cause of action or a theory of liability by Plaintiff against Defendant.

Plaintiff contends that she could amend the SAC to state a claim against Defendant but does not specify the additional allegations she would make if given leave. Plaintiff does not enunciate a viable theory under which Defendant could be liable to Plaintiff for damages based on the current or any additional allegations. Plaintiff has already amended her pleadings twice and has not shown that further amendment would not be futile.

For such reasons, the demurrer is sustained without leave to amend.

11. 9:00 AM CASE NUMBER: C23-01864
CASE NAME: ANNA RUIZ VS. FORMA ALMADEN VALLEY, LLC
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL**
FILED BY: RUIZ, ANNA
TENTATIVE RULING:

Plaintiff Anna Ruiz moves for preliminary approval of her class action settlement with defendants Forma Almaden Valley, LLC and Walnut Creek Sports Club LLC.

A. Background and Settlement Terms

The complaint was filed by Ruiz on July 28, 2023, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation.

The settlement would create a gross settlement fund of \$405,000. The class representative payment to the plaintiff would be \$7,500. Attorney's fees would be \$141,750 (35% of the settlement). Litigation costs would not exceed \$25,000. The settlement administrator's costs (ILYM Group) would not exceed \$7,950. The net amount paid directly to the class members would be about \$222,800. The fund is non-reversionary. Based on the estimated class size of 280, the average net payment for each class member is approximately \$795.

The proposed settlement would certify a class of all current and former non-exempt employees who were employed by defendants in California during the class period. The class period is July 28, 2019, through February 12, 2024.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. If checks are uncashed 60 days after mailing, the settlement administrator will follow up on the address. If still not cashed after 180 days, the check will be voided, and will be transmitted to the State Controller's Unclaimed Property fund.

The settlement contains release language covering “all claims arising during the Class Period made in the Complaint and all claims arising during the Class Period that reasonably could have been alleged based on the factual allegations contained in the operative complaint[.]” Under recent appellate authority, the limitation to those claims with the “same factual predicate” as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 [“A court cannot release claims that are outside the scope of the allegations of the complaint.” “Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint’ is impermissible.” (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Informal and formal written discovery was undertaken, and counsel had the information evaluated by an outside expert. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, estimating the recovery on the class claims relative to their potential values, breaking down the analysis claim-by-claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof.

The estimated number of workweeks is 11,035. If the confirmed number of workweeks exceeds that number by 10% or more, defendants will increase the total settlement fund by \$40.37 for each workweek by which the workweeks exceed 10% above the estimate.

The settlement funds would be paid in two installments: \$205,000 within thirty days after final approval and \$200,000 within six months and thirty days after final approval. If Defendants fail to timely pay, plaintiff may either terminate the agreement, or seek to collect all monies owed.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment

to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees

Plaintiffs seek 35% of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$7,500 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds that the proposed settlement is sufficiently fair, reasonable, and adequate to justify preliminary approval. Accordingly, the motion is granted.

Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented (although the date of the compliance hearing should not be sent until the hearing on the final approval). Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the court.

12. 9:00 AM CASE NUMBER: C24-00238
CASE NAME: ROWENA ROLDAN VS. ELIJAH LEAL-SCHUMAN
***HEARING ON MOTION IN RE: PROTECTIVE ORDER TO COMPEL ATTENDANCE**
FILED BY: ROLDAN, ROWENA
TENTATIVE RULING:

Hearing required solely on the issue of disclosing “account names.”

Rowena Roldan, plaintiff in this auto accident case, sued the juvenile driver of the other car, along with his parents, Leal and Schuman. Plaintiff moves to compel further discovery, specifically for “a protective order against Defendants counsel’s conduct at Defendant Elijah Vincent Leal-Schuman’s deposition, to compel Defendant Elijah Vincent Leal-Schuman’s attendance at the deposition, and for

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 3415 S. Sepuleveda Blvd., Suite 420, Los Angeles, CA 90034

On April 21, 2025, I served the following document described as

[PROPOSED] ORDER

on the interested parties in this action:

(X) by serving () the original **(X)** true copies thereof as follows:

Please see attached service list

<p>() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.</p>	<p>() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.</p>
<p>() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.</p>	<p>(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served via email to the names and email addresses listed on the Service List attached hereto.</p>

(X) STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on April 21, 2025, at Sherman Oaks, California.



Aaron Gundzik

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SERVICE LIST

<p>Sandra L. Rappaport, Esq. Warren Hodges, Esq. Jennifer A. Puza, Esq. HANSON BRIDGETT LLP 425 Market Street, 26th Floor San Francisco, California 94105 Tel: (415) 777-3200 Fax: (415) 541-9366 Email: srappaport@hansonbridgett.com whodges@hansonbridgett.com jpuza@hansonbridgett.com SFinch@hansonbridgett.com <i>Attorneys for Defendants</i></p>	<p>Edwin Aiwazian, Esq. Joanna Ghosh, Esq. Elizabeth Parker-Fawley, Esq. LAWYERS for JUSTICE, PC 450 Brand Blvd., Suite 900 Glendale, CA 91203 Telephone: (818) 265-1020 Fax: (818) 265-1021 Email: joanna@calljustice.com Elizabeth@calljustice.com Edwin@calljustice.com ss@calljustice.com e-service@calljustice.com <i>Attorneys for Plaintiff</i></p>
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