

Superior Court of California, Contra Costa County

Department 39  
925-608-1000  
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S. Lind  
Court Executive Officer

**MINUTE ORDER**

**ALICIA FRANCIS VS. BAY STANDARD MANUFACTURING, INC.**

**C23-02686**

**HEARING DATE: 09/11/2025**

PROCEEDINGS: \*HEARING ON MOTION IN RE: FINAL APPROVAL

DEPARTMENT 39  
JUDICIAL OFFICER: EDWARD G WEIL

CLERK: BROOKE POOL  
COURT REPORTER: NOT REPORTED

JOURNAL ENTRIES:

**Appearances:**

No appearance by or for either party.

**Proceedings:**

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court as follows:

**\*TENTATIVE RULING:\***

Plaintiff Alicia Francis moves for final approval of her class action and PAGA settlement with defendant Bay Standard Manufacturing, Inc.

**A. Background and Settlement Terms**

The original complaint was filed on October 23, 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. PAGA claims were not part of the action until the First Amended Complaint was filed on January 30, 2025.

The settlement would create a gross settlement fund of \$915,000. The class representative payment to the plaintiff would be \$10,000. Attorney's fees would be \$320,250 (35% of the settlement). Litigation costs would not exceed \$25,000. The settlement administrator's costs would not exceed \$10,000. PAGA penalties would be \$50,000, resulting in a payment of 65% to the LWDA and 35% to plaintiffs. The net amount paid directly to the class members would be about \$499,750. The fund is non-reversionary. Based on the estimated class size of 340, the average net payment for each class member is approximately \$1,469.85, plus PAGA payments of \$87.06.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants during the class period.

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.

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Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and will be transmitted to the State Controller's Office Unclaimed Property fund.

Since preliminary approval, the administrator has given notice to the class, totaling 351 class members. 26 notices were returned as undeliverable. Skip tracing found four new addresses, and they were remailed. Thus, 22 notices were deemed undeliverable. In response, no objections, requests for exclusion, or workweek disputes were received.

The settlement contains release language covering all claims "that are alleged or reasonably could have been alleged based on the factual allegations and claims asserted in the operative complaint in the Action[.]" 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. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory."])

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

### **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.)

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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 salutary purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

### **C. Attorney fees, costs, administrator costs, and representative awards**

Plaintiff seeks 35% of the total settlement amount as fees, relying on the "common fund" theory, for a total of \$320,250. 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.) Pursuant to the Court's direction, counsel have prepared a lodestar figure. Parker and Minnie computed a current lodestar of \$171,040, based on rates of \$300 to \$800 per hour for 215.3 hours. Lawyers for Justice calculated 74.3 hours, at a blended hourly rate of \$850, for a lodestar of \$63,155. The total is \$234,195. The requested figure of \$320,250 results in an implied multiplier of 1.36. Without specifically endorsing each element of the lodestar amount, no adjustment is necessary. The fees are reasonable and are approved.

The settlement allows litigation costs of up to \$25,000, but plaintiff requests only \$19,692.27. The requested amount is reasonable and is approved.

The settlement allows settlement administrator's costs of up to \$10,000, but plaintiff requests only \$8,250. The requested amount is reasonable and is approved.

The requested representative payment of \$10,000 for plaintiff is reviewed under the criteria discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. Ms. Francis attests that she spent a significant amount of time working on the case (over thirty hours). She took risks that it would make it more difficult for her to obtain employment in the future. The Court approves the \$10,000 request.

### **D. Conclusion**

The Court finds that the settlement is fair, reasonable, and adequate. The motion for approval is granted.

Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and a final judgment. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, with the date of the compliance hearing to be selected in consultation with the Department Clerk. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5%

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of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

DATE: 9/11/2025

BY: /s/B. Pool

B. POOL, DEPUTY CLERK