

		<p>jurisdiction. (<i>Id.</i> at 487.) In Automobile cases, “Plaintiffs failed to show that further discovery was likely to lead to the production of evidence establishing jurisdiction against Honda, Volkswagen, or Nissan. As such, we are satisfied that the trial court did not abuse its discretion by rejecting plaintiffs’ request for a continuance to conduct further jurisdictional discovery against the three parent manufacturers.” (<i>In re Automobile Antitrust Cases I &amp; II</i> (2005) 135 Cal.App.4th 100, 127.)</p> <p>Here, the court declines to grant Balt’s request for discovery as too general. (Opp. at 15.) It is a generic request to conduct discovery without identifying the discovery, explaining what it will show, or why, after four years of litigation and approaching trial, Balt could not obtain facts before now sufficient to support jurisdiction.</p> <p style="text-align: center;"><b>V. Conclusion</b></p> <p>The Motion to Quash is granted. Plaintiff’s Second Amended Complaint is dismissed as to Specially Appearing Defendant Infinity Neuro China Co., Ltd.</p> <p>Clerk to give notice.</p>
106	<p><b>Blackrock Logistics Wage and Hour Cases</b></p> <p><b>JCCP 5100</b></p>	<p><b>Motion for Final Approval</b></p> <p>The Motion for Final Approval of Class Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement Payments filed by Plaintiffs Monique Blackmon, Dayana Navarro, and Christopher Moorhead is GRANTED.</p> <p>This is a coordinated proceeding comprised of four putative class action cases involving alleged wage-and-hour violations. On June 24, 2020, the Court granted the Petition for Coordination regarding the following cases:</p> <ul style="list-style-type: none"> <li>• <i>Moorhead v. Blackrock Logistics, Inc.</i>, Orange County Superior Court, Case No. 2019-01072494, filed May 28, 2019;</li> <li>• <i>Moorhead v. Blackrock Logistics, Inc.</i>, Orange County Superior Court, Case No. 2019-01100070, filed September 24, 2019;</li> <li>• <i>Blackmon v. Blackrock Logistics, Inc.</i>, San Bernardino County Superior Court, Case No. CIVDS 2002910, filed January 29, 2020;</li> <li>• <i>Navarro v. Blackrock Logistics, Inc.</i>, Alameda County Superior Court, Case No. RG 19039142, filed October 15, 2019.</li> </ul> <p>Plaintiffs Christopher S. Moorhead, Monique Blackmon, and Dayanna Navarro each alleged some or all of the following Labor Code violations: (1) failure to pay overtime wages and minimum wages; (2) failure to provide meal and rest periods; (3) failure to timely pay wages upon termination; (4) failure to pay timely wages;</p>

(5) failure to timely pay wages during employment; (6) failure to provide accurate wage statements; (7) failure to keep complete and accurate payroll records; and (8) failure to reimburse necessary business-related expenses. Moorhead also alleged a cause of action for unfair business practices, and all three Plaintiffs alleged a PAGA claim.

On October 28, 2022, Plaintiffs filed a Notice of Class Action Settlement. On September 29, 2023, Plaintiffs filed the Motion for Preliminary Approval of Class Action Settlement. On June 28, 2024, at the third hearing on the matter, the Court granted the Motion, and the Order Granting Preliminary Approval was entered on July 5, 2024.

On November 1, 2024, Plaintiffs filed the current Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payments. The Motion seeks final approval of the Second Amended Joint Stipulation of Class Action and PAGA Action Settlement and Release ("Agreement" or "Settlement Agreement"). The Agreement provides for the settlement of Plaintiffs' class action and PAGA claims for the non-reversionary Gross Settlement Amount of \$1,350,000.00. The putative Settlement Class includes 1,298 Class Members consisting of: "All current and former non-exempt, hourly-paid employees who work for Defendant in California during the Class Period." The Class Period is the period between May 28, 2015, through December 31, 2022.

In addition, the Agreement includes 1,062 PAGA Employees consisting of: "All Class Members that worked during the PAGA Period." The PAGA Period is the period from September 24, 2018, through December 31, 2022.

On August 2, 2024, the settlement administrator, ILYM Group, Inc., sent Notice Packets via U.S. Mail to all of the putative Class Members. As of October 31, 2024, no Class Members had objected to, or requested to be excluded from, the Settlement. 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 \$1,350,000.00 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 \$450,000.00, with \$225,000.00 awarded to Class Counsel, Lawyers for Justice, PC, and \$225,000.00 awarded to Class Counsel, James Hawkins, APLC.
- Litigation costs totaling \$38,494.20, with \$14,415.49 awarded to Class Counsel, Lawyers for Justice, PC, and \$24,078.71 awarded to Class Counsel, James Hawkins, APLC.

- Settlement administration costs of \$37,500.00 to ILYM Group, Inc.
- Class Representative Enhancement Payments totaling \$22,500.00, with \$7,500.00 awarded to Plaintiff Monique Blackmon, \$7,500.00 awarded to Plaintiff Dayana Navarro, and \$7,500.00 awarded to Plaintiff Christopher Moorhead.
- \$101,250.00 to the Labor Workforce and Development Agency (LWDA) for PAGA penalties.

Pursuant to the Settlement Agreement, Defendant is ordered to fund the Gross Settlement Amount, and the settlement administrator is ordered to issue awards and payments, as follows:

- Defendant shall deposit at least fifty percent (50%) of the Gross Settlement Amount (\$675,000.00) plus the total amount of the employer's share of payroll taxes ("First Installment") into the Qualified Settlement Fund ("QSF"). Within ten (10) calendar days of receipt of the First Installment, the settlement administrator will issue payments for: (a) 100% of the Class Representative Enhancement Payments (\$22,500.00); (b) the share of PAGA penalties awarded to the PAGA Employees (\$33,750.00); (c) 100% of the Net Settlement Amount to Participating Class Members (\$666,505.80 plus employer share of taxes); and (d) 50% of administration costs (\$18,750.00). The remaining balance in the QSF will be held by the settlement administrator in trust until the deposit of the Second Installment and distribution of the payments therefrom.
- Within six (6) months, Defendant shall deposit twenty-five percent (25%) of the Gross Settlement Amount (\$337,500.00) into the QSF ("Second Installment"). Within ten (10) calendar days of receipt of the Second Installment, the settlement administrator will issue payments for: (a) the share of PAGA Penalties awarded to the LWDA (\$101,250.00); (b) 50% of administration costs (\$18,750.00); and (c) 100% of litigation costs to Class Counsel (\$38,494.20). The remaining balance in the QSF will be held by the settlement administrator in trust until the deposit of the Third Installment and distribution of the payments therefrom.
- Within one (1) year, Defendant shall deposit the final twenty-five percent (25%) of the Gross Settlement Amount (\$337,500.00) into the QSF ("Third Installment"). Within ten (10) calendar days of receipt of the Third Installment, the settlement administrator will issue payments for 100% of attorneys' fees to Class Counsel (\$450,000.00).

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

- Reflect the reassignment of this matter to the Hon. Layne H. Melzer in Department CX102;

		<ul style="list-style-type: none"> <li>• Second line of the opening paragraph, delete second "located at", and provide correct address of the Complex Civil courthouse;</li> <li>• In Paragraph 19, second line, correct the word "Judgment";</li> <li>• In Paragraph 22, change time of Final Accounting hearing to 2:00 p.m.</li> </ul> <p>Final Accounting is set for <b>June 24, 2027, at 2:00 p.m.</b> 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 <i>cy pres</i> recipient, Alliance for Children's Rights. If the settlement funds are not completely disbursed by the report deadline, counsel must request a continuance.</p> <p>Plaintiffs are ordered to give notice of this ruling, including to the LWDA, and file proof of service within ten (10) calendar days after entry of the Final Approval Order and Judgment.</p>
107	<b>CARTER vs.</b> <b>MEDLAB2020, INC.</b>  <b>2022-01247444</b>	<p><b>Motion for Final Approval</b></p> <p>Plaintiff Auxaviair Carter's Motion for Final Approval of Class and PAGA Action Settlement is GRANTED.</p> <p>This is a putative wage-and-hour class action. On February 28, 2022, Plaintiff Auxaviair Carter, individually, and on behalf of all others similarly situated ("Plaintiff"), filed the original Complaint against Defendant MedLab2020, Inc. ("Defendant") alleging eight (8) causes of action for various wage-and-hour violations of the Labor Code and unfair business practices. On May 10, 2022, as a matter of right, Plaintiff filed the operative First Amended Complaint ("FAC") alleging the same eight causes of action and adding a cause of action for PAGA penalties.</p> <p>On April 20, 2023, the Motion for Preliminary Approval of Class and PAGA Action Settlement was filed. On March 8, 2024, at the fourth hearing on the matter, the Court approved the Motion, and the Order Granting Preliminary Approval was entered on March 28, 2024.</p> <p>On November 1, 2024, Plaintiff filed the current Motion for Final Approval of Class and PAGA Action Settlement. The Motion seeks final approval of the Joint Stipulation of Class and PAGA Action Settlement ("Settlement Agreement" or "Agreement"). The Agreement provides for the settlement of Plaintiff's class action and PAGA claims for the non-reversionary Gross Settlement Amount of \$290,000.00. The putative Class contains 459 Class Members comprised of: "All current and former non-exempt employees of Defendant who worked in California during the Class Period." The</p>