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County of Madera  
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By: Rosie Bueno, Deputy Clerk

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**FILED**  
Superior Court of California,  
County of Madera  
**11/07/2025**

Adrienne Calip / Clerk of Court  
By: Blyssa Barajas, Deputy Clerk

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF MADERA**

BRIANA WESTFALL and GLORIA  
GARCIA, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

VALLEY CHILDREN'S HOSPITAL, a  
California nonprofit; and DOES 1 through 10,  
inclusive,

Defendants.

**CASE NO: MCV086044**

Assigned to Hon. Michael J. Jurkovich  
Department 44

**CLASS AND REPRESENTATIVE ACTION**

~~[PROPOSED]~~ **ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT**

Complaint filed September 14, 2021  
First Amend. Complaint filed October 26, 2022

1                   **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2                   This matter came on for hearing on May 22, 2025 at 8:30 a.m. upon the Motion for Final  
3 Approval of the proposed settlement (“Settlement”) of this action on the terms set forth in the JOINT  
4 STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE (the  
5 “Agreement”). *See* Declaration of Marcus J. Bradley in Support of Plaintiffs’ Motion for Preliminary  
6 Approval of Class and Representative Action Settlement [“Bradley Decl.”], at Exh. 1.

7                   After reviewing the Agreement, the Notice process, having reviewed the entire record on this  
8 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the  
9 Court Orders as follows:

10                  1.       Prior to the hearing the Court issued a detailed Tentative Order, which was ultimately  
11 adopted as the Order of the Court, and is hereby incorporated herein by reference and attached hereto  
12 as **Exhibit A**.

13                  2.       To the extent defined in the Agreement, incorporated herein by reference, the terms in  
14 this Order shall have the meanings set forth therein.

15                  3.       The Court finds that the terms of the proposed class action Settlement are fair,  
16 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final  
17 approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford*  
18 *Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.  
19 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

20                  4.       The Court finds that the Settlement has been reached as a result of intensive, serious and  
21 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted  
22 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate  
23 their respective positions. The Court also finds that settlement at this time will avoid additional  
24 substantial costs, as well as avoid the delay and risks that would be presented by the further  
25 prosecution of the action. The Court finds that the risks of further prosecution are substantial.

26                  5.       The parties’ Settlement is granted final approval as it meets the criteria for final  
27 settlement approval. The settlement falls within the range of possible approval as fair, adequate and  
28 reasonable, and appears to be the product of arms-length and informed negotiations and to treat all

1 Class Members fairly. The Settlement Class meets the requirements for conditional certification for  
2 settlement purposes only under Code of Civil Procedure § 382.

3 6. The Class Notice provided to the Settlement Class conforms with the requirements of  
4 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and  
5 United States Constitutions, and any other applicable law, and constitutes the best notice practicable  
6 under the circumstances, by providing individual notice to all Class Members who could be identified  
7 through reasonable effort, and by providing due and adequate notice of the proceedings and of the  
8 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements  
9 of due process.

10 7. The following persons are certified as Class Members solely for the purpose of entering  
11 a settlement in this matter:

12 All persons who worked for Defendant in California as non-exempt  
13 employees during the “Class Period”, defined as June 15, 2019, through  
14 April 29, 2024.

15 8. The Court also defines the following “PAGA Group Members” impacted by the  
16 proposed settlement of PAGA claims:

17 All persons who worked for Defendant in California as nonexempt  
18 employees during the “PAGA Period”, defined as September 14, 2020,  
19 through April 29, 2024.

20 9. Plaintiffs Briana Westfall and Gloria Garcia are appointed as the Class Representatives.  
21 The Court finds Plaintiffs’ counsel are adequate, as they are experienced in wage and hour class action  
22 litigation and have no conflicts of interest with absent Class Members, and that they adequately  
23 represented the interests of absent class members in the Litigation. Bradley/Grombacher, LLP and  
24 United Employees Law Group, P.C. are appointed Class Counsel.

25 10. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator, pursuant  
26 to the terms set forth in the Agreement.

27 11. The deadline to file a request for exclusion from the settlement was September 30, 2024.  
28 As of that date, ILYM had received 21 requests for exclusion from the settlement.

1           12.     The deadline to file a written objection to the settlement was September 30, 2024. As  
2 of that date, ILYM had received 51 written objections to the settlement.

3           13.     At the hearing on the Motion for Final Approval of Class and PAGA settlement, four  
4 objectors, Bonnie Ferreria, Beverly Ann Edwardsen, Sharon Robinson, and Nila Empis, testified as to  
5 the basis of their previously-submitted written objections. Their objections, and that of the remaining  
6 written objectors were overruled by the Court.

7           14.     All Class Members are bound by the Final Approval Order and Judgment in the Action.  
8 No Class Members who worked during the PAGA Period have the right to exclude themselves from  
9 the Settlement with respect to resolution of the PAGA Claims.

10          15.     Upon entry of this Final Approval Order and the Judgment, funding of the Settlement  
11 and compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.

12          16.     In addition to any recovery that Plaintiffs may receive under the Settlement as a Class  
13 Member, and in recognition of the Plaintiffs' efforts on behalf of the Class, the Court hereby approves  
14 the payment of enhancement award each to Plaintiffs Briana Westfall and Gloria Garcia in the amount  
15 of **\$10,000.00**.

16          17.     The Court approves the payment of attorneys' fees to Class Counsel in the amount of  
17 **\$133,333.33**. Class Counsel Expenses are approved by the Court in the following amount: **\$25,000.00**.

18          18.     The Court approves and orders payment in the amount of **\$45,000.00** to ILYM Group,  
19 Inc. for performance of its services as the Settlement Administrator, as set forth in the Notice to the  
20 Class.

21          19.     Upon completion of administration of the Settlement, the Parties shall file a declaration  
22 stating that all amounts payable under the Settlement have been paid and that the terms of the  
23 Settlement have been completed.

24          20.     The Court sets a non-appearance case review regarding compliance with all fund  
25 distribution requirements under the Settlement for January 12, 2026 at 9:30 a.m. of the above-entitled  
26 Court.

1           21. The Court approves and orders payment in the amount of **\$18,750.00** to the Labor and  
2 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys  
3 General Act of 2004 (Labor Code § 2698 *et seq.*).

4           22. Once Defendant fully funds the Settlement by paying the Gross Settlement Amount,  
5 Plaintiffs and the Class Members, shall have, by operation of this Final Approval Order and the  
6 separate Judgment, fully, finally and forever released, relinquished, and discharged the Released  
7 Parties from the Released Class Claims described in the Settlement as follows:

8           Release by Participating Class Members: All Participating Class Members, on  
9 behalf of themselves and their respective former and present representatives,  
10 agents, attorneys, heirs, administrators, successors and assigns, release Released  
11 Parties from (i) all claims that were alleged, or reasonably could have been alleged,  
12 based on the facts stated in the Operative Complaint during the Class Period,  
13 including claims for: unpaid wages, including, failure to pay minimum wages,  
14 overtime compensation, and interest; the calculation of the regular rate of pay;  
15 failure to provide meal periods; failure to authorize and permit rest periods;  
16 payment for all hours worked, including off-the-clock work and claims relating to  
17 timeclock rounding; failure to reimburse business expenses; wage statements;  
18 failure to pay all wages when due; unfair business practices related to the Released  
19 Class Claims; penalties, including wage statement penalties, minimum-wage  
20 penalties, and waiting-time penalties; and attorneys' fees and costs; all claims  
21 related to the Released Class Claims arising under: the Wage Orders of the  
22 California Industrial Welfare Commission; and California Business and  
23 Professions Code sections 17200, et seq (Agreement, ¶22.)

24           Release by Aggrieved Employees: All Aggrieved Employees are deemed to  
25 release, on behalf of themselves and their respective former and present  
26 representatives, agents, attorneys, heirs, administrators, successors and assigns,  
27 the Released Parties from all claims for civil penalties under PAGA asserted in the  
28 Action, as amended, and/or arising from or related to the facts and claims alleged  
in the Action, as amended, or the September 14, 2021, PAGA letter sent to the  
LWDA, or that could have been raised in the Action, as amended, or the September  
14, 2021, PAGA letter sent to the LWDA based on the facts and claims alleged  
(Agreement, ¶23.)

29           23. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,  
30 pursuant to Labor Code § 2699(1)(3).

31           24. The Court retains jurisdiction to consider all further applications arising out of or in  
32 connection with the settlement.

33           ///

1 **APPROVED AS TO FORM:**

2  
3 **ARENT FOX SCHIFF LLP**

4 

5 Daniel McQueen  
6 Attorneys for Defendant

7  
8 **IT IS SO ORDERED.**

9  
10 **DATED:** 11/07/2025

11 

12 HONORABLE MICHAEL JURKOVICH  
13 JUDGE OF THE SUPERIOR COURT

14 The electronic signature and seal on  
15 this document have the same validity  
16 and legal force and effect as an original  
17 signature and court seal. California  
18 Government Code §68150(g).

# EXHIBIT A



**FILED**  
Superior Court of California,  
County of Madera  
**05/07/2025**  
Adrienne Calip / Clerk of Court  
By: Maria Flores, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF MADERA

CASE NO. MCV086044

BRIANA WESTFALL and GLORIA  
GARCIA, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

VALLEY CHILDREN'S HOSPITAL, a  
California nonprofit; and DOES 1 through 10,  
inclusive,

Defendants.

BONNIE FERRERIA on behalf of herself, and  
the general public,

Intervenor.

**[TENTATIVE] RULING ON  
OBJECTIONS TO FINAL FAIRNESS OF  
PROPOSED SETTLEMENT**

**Date: May 8, 2025<sup>1</sup>**

**Time: 8:30 a.m.**

**Dep't: 44**

This matter is to determine the merits of the objections to the final fairness of the  
settlement reached by the parties and the merits of various objections raised to that settlement.

<sup>1</sup> Due to an unforeseen circumstance, the undersigned will not be available for the hearing tomorrow morning. However, Judge Eric LiCalsi will be hearing the undersigned's calendar tomorrow and can re-set this for argument to a day available on everyone's calendar. Apologies for the late notice and unavailability.

1 This Court has prepared the below [Tentative] Ruling to assist the parties in preparing for  
2 the hearing. It is not necessary to contact the Court in advance of the hearing concerning  
3 whether counsel contests the [Tentative] Ruling. No decision will be made on the [Tentative]  
4 Ruling until the hearing. (See Local Rule 3.3.6.)

5  
6 Outlined below is this Court's [Tentative] Ruling.

7  
8 **BACKGROUND**

9 Plaintiffs Westfall and Garcia filed operative First Amended Complaint on October 25,  
10 2022 ("Westfall Action"), alleging claims for (1) failure to pay all wages and overtime under  
11 Labor Code sections 221, 223, 510, 515.5, 1182.11-1182.12, 1194, 1194.2, 1197, and 1198 *et*  
12 *seq.*; (2) missed meal breaks in violation of Labor Code sections 200, 226.7, and 512; (3) missed  
13 rest breaks in violation of Labor Code sections 200, 226.7, and 512; (4) failure to reimburse  
14 business expenses in violation of Labor Code section 2802; (5) failure to furnish accurate wage  
15 statements in violation of Labor Code section 226; (6) failure to pay all wages due at termination  
16 in violation of Labor Code sections 201-203; (7) unfair business practices in violation of  
17 Business and Professions Code sections 17200, *et seq.*; and (8) penalties under the Private  
18 Attorneys General Act of 2004. Plaintiffs sought to represent a proposed class of "all persons  
19 who have been, or currently are, employed by Defendants and who held, or hold, job positions  
20 which Defendants have classified as 'non-exempt' employees in the State of California since  
21 June 15, 2019" against Defendant Valley Children's Hospital.

22  
23 The parties attended a full-day mediation on January 29, 2024, and settled the next day  
24 pursuant to a mediator's proposal. The settlement was memorialized in a memorandum of  
25 understanding that was executed on February 6, 2024. The long-form version of the agreement  
26 was fully executed on May 29, 2024, which provided for individuals to opt-out of the settlement  
27 and pursue individual claims. The Joint Stipulation of Class Action Settlement Release, 4:3-15

1 releases all claims raised in the Westfall action as well as all claims that could have been raised  
2 in the action. Plaintiffs filed and served their motion for preliminary approval on June 18, 2024.  
3 The Court granted preliminary approval of the settlement following a hearing on July 16, 2024,  
4 finding the settlement to be fair, adequate, and reasonable.

5  
6 Class member BONNIE FERRERIA filed a separate lawsuit (case no. MCV092188) on  
7 June 7, 2024, alleging: (1) unfair competition in violation of Business and Professions Code  
8 sections 17200, et seq.; (2) failure to pay minimum wages in violation of Labor Code sections  
9 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of Labor Code sections  
10 510, et seq.; (4) failure to properly compensate employees for all hours worked and premiums  
11 paid in violation of Labor Code sections 200-204, 216, 225.5, 226, 226.7, 500, 512, 558, 1197,  
12 and 1198; (5) failure to maintain accurate records in violation of Labor code sections 1174 and  
13 1174.5; (6) failure to furnish wage and hour statements in violation of Labor Code sections  
14 226(e) and 226.3; and (7) failure to pay wages when due in violation of Labor Code sections  
15 210-204. BONNIE FERRERIA filed a Motion to Intervene on September 4, 2024, which was  
16 subsequently denied.

## 17 18 ANALYSIS

### 19 I. Procedural Matters Regarding Written and Oral Objections

20 As an initial matter, there was a question at the previous hearing about the form  
21 objections would be allowed to take for the final fairness hearing. The Notice, approved by the  
22 court and sent out to all plaintiffs, states “If you decide to object to the settlement because you  
23 find it unfair or unreasonable, you may submit a written objection stating why you object to the  
24 settlement, or you may instead appear at the Final Fairness Hearing to object to the settlement.”  
25 (Bench Decl., Exh. B, p. 4.) Under this language, the Court could hear oral objections from the  
26 same number of individuals who appeared with Mr. Whelan at the previous hearing. The Court  
27 emphasizes the number of objectors rather than specifying the individuals previously present  
28

1 because the Court has no record of who exactly was present that day. Additional objectors that  
2 have apparently contacted Mr. Whelan since that time will not be permitted. The Notice goes on  
3 to say that “You may also, if you wish, appear at the Final Approval hearing, and discuss your  
4 objection with the Court and the Parties at your own expense.” (*Ibid.*) Based on this language,  
5 the Court could allow oral objections from any class member who previously filed a written  
6 objection before the deadline. To the extent that the prior Order is inconsistent with the Notice, it  
7 is disapproved, and the Court’s tentative is to modify that Order to comport with the Notice.

## 8 9 **II. Tentative Ruling on Written Objections**

10 Because each of the more than 40 written objections feature the same arguments,  
11 differing only for each plaintiff’s job title and number of weeks worked, the Court will address  
12 all of the objections collectively. Each objection essentially concerns the same issue that was  
13 presented in Bonnie Ferreria’s Motion to Intervene, namely that the settlement is insufficient  
14 because it does not explicitly consider payments or on-call time while the umbrella of payment  
15 for “hours worked” but broadly releases those claims.

16  
17 ““““[T]o prevent fraud, collusion or unfairness to the class, the settlement or dismissal of  
18 a class action requires court approval.”” ... The purpose of the requirement is ‘the protection of  
19 those class members, including the named plaintiffs, whose rights may not have been given due  
20 regard by the negotiating parties.’” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800–  
21 1801, fn. & citations omitted.) ““‘Due regard’ ... ‘should [also] be given to what is otherwise a  
22 private consensual agreement between the parties. The [court’s] inquiry “must be limited to the  
23 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or  
24 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a  
25 whole, is fair, reasonable and adequate to all concerned.” [Citation.] “Ultimately, the [trial]  
26 court’s determination is nothing more than ‘an amalgam of delicate balancing, gross  
27 approximations and rough justice.’””” (*7-Eleven Owners for Fair Franchising v. Southland*

1 Corp. (2000) 85 Cal.App.4th 1135, 1145.)” (*Amaro v. Anaheim Arena Management, LLC* (2021)  
2 69 Cal.App.5th 521, 534.) “However "a presumption of fairness exists where: (1) the settlement  
3 is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to  
4 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation;  
5 and (4) the percentage of objectors is small." (*Dunk, supra*, 48 Cal. App. 4th at p. 1802.)”  
6 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245 overruled on grounds related  
7 to objector’s standing to appeal in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5<sup>th</sup>  
8 260, 270.)

9  
10 Objectors argue that the settlement is unfair because it does not explicitly contemplate  
11 violations related to on-call time. Therefore, they argue, discovery was insufficient for the court  
12 to find the settlement fair, and the release is overbroad. Under California law, an employer must  
13 pay an employee for all “hours worked,” which is defined as “the time during which an  
14 employee is subject to the control of an employer and includes all the time the employee is  
15 suffered or permitted to work, whether or not required to do so.” (*Morillion v. Royal Packing Co.*  
16 (2000) 22 Cal.4<sup>th</sup> 575, 582). This definition has been found to include on-call hours, even during  
17 standby or sleeping time, when an employee must remain subject to the employer’s control and  
18 be “available” to respond to work. (*Mendiola v. CPS Security Solutions, Inc.* (2015) 60 Cal.4<sup>th</sup>  
19 833, 840.)

20  
21 Although the Complaint does not specifically mention on-call time, it does state,  
22 “Defendants did not compensate their hourly non-exempt employees for all the minutes that they  
23 worked as described above, including but not limited to the time that employees were subject to  
24 the control and direction of Defendant; and/or the time that the employees were suffered or  
25 permitted to work” (Complaint ¶ 83) and “Defendants suffered or permitted Plaintiffs and  
26 members of the Plaintiff Class to work portions of the day for which Defendants failed to  
27 compensate them the non-exempt employees were subject to Defendants’ control during this  
28

1 time.) (Complaint ¶ 90.) The Complaint also cites Labor Code section 1194, the same minimum  
2 wage statute that would control the on-call time claims objectors argue were omitted from the  
3 settlement.

4 Objectors argue that the on-call violations are a separate factual predicate that has not  
5 been adequately investigated. Because both claims concern violations of minimum wage for time  
6 spent under Defendant’s control, it appears that the on-call claims have the same factual  
7 predicate as the claims that employees were not adequately paid for time spent working off the  
8 clock, for overtime, and when timecards were rounded down. All of these claims, including the  
9 on-call claims are examples of the factual predicate of Defendant not paying employees for all  
10 hours worked. Moreover, the Complaint states that “Defendants did not compensate their hourly  
11 non-exempt employees for all the minutes that they worked as described above, including but not  
12 limited to the time that employees were subject to the control and direction of Defendant; and/or  
13 the time that the employees were suffered or permitted to work.” (Complaint ¶ 83.)

14  
15 “A general release—covering “all claims” that were or could have been raised in the  
16 suit—is not uncommon in class action settlements. (See, e.g., *Dupuy v. McEwen*, *supra*, 495 F.3d  
17 at p. 809; *Pelletz v. Weyerhaeuser Co.* (W.D.Wn. 2009) 255 F.R.D. 537, 545; *Serventi v. Bucks*  
18 *Technical High School* (E.D.Pa. 2004) 225 F.R.D. 159, 164; *Dornberger v. Metropolitan Life*  
19 *Ins. Co.* (S.D.N.Y. 2001) 203 F.R.D. 118, 141–142; *In re Cendant Corp. Securities*  
20 *Litigation* (D.N.J. 2000) 109 F.Supp.2d 235, 242; *Lelsz v. Kavanagh* (N.D.Tex. 1995) 903  
21 F.Supp. 1037, 1041; *Knuth v. Beneficial Washington, Inc.* (2001) 107 Wn.App. 727 [31 P.3d  
22 694, 697].)” (*Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 588-589.)

23 “[Releases] of this kind are not to be shorn of their efficiency by any narrow, technical and  
24 close construction. ... If parties intend to leave some things open and unsettled their intent so to  
25 do should be made manifest.” (*United States v. Wm. Cramp & Sons Co.* (1907) 206 U.S. 118,  
26 128 [51 L. Ed. 983, 27 S.Ct. 676, 678–679].) “The rule for releases is that absent special vitiating  
27 circumstances, a general release bars claims based upon events occurring prior to the date of the  
28

1 release.” (*Johnson, Drake & Piper, Inc. v. U.S.* (1976) 209 Ct. Cl. 313 [531 F.2d 1037,  
2 1047] (*per curiam*).)” (*Villacres v. ABM Industries Inc.* (2010) *Id.* at p. 589.)

3  
4 The *Amaro* case, relied upon by Objectors, is inapposite because the overly broad release  
5 in that case is much broader than the one here, capturing claims that would include claims  
6 brought for retaliation under the Labor Code for making complaints about working conditions.  
7 (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5<sup>th</sup> 521, 537.) The retaliation  
8 claim in *Amaro* was “not based on the same factual predicate as *Amaro*’s complaint. The crux of  
9 the claim—retaliation—is completely absent from the pleading. Nor can it be inferred from the  
10 complaint’s allegations. But since this retaliation claim tangentially relates in *some* way to  
11 *Amaro*’s meal and rest period allegations, it appears to have been released by the settlement.”  
12 (*Id.* at p. 538.)

13  
14 Here, released claims are defined, in relevant part, to include “all claims for unpaid  
15 wages, including, failure to pay minimum wages, overtime compensation, and interest; the  
16 calculation of the regular rate of pay; failure to provide meal periods; failure to authorize and  
17 permit rest periods; payment for all hours worked, including off-the-clock work and claims  
18 relating to timeclock rounding; failure to reimburse business expenses; wage statements; failure  
19 to pay all wages when due; unfair business practices related to the Released Class Claims;  
20 penalties; including wage statement penalties, minimum-wage penalties, and waiting-time  
21 penalties.” (Objector’s RJN, Exhibit 4, ¶22.)<sup>2</sup> The *Amaro* court found that “the release would  
22 have been acceptable had it been limited to claims “reasonably related” to the allegations in the  
23 complaint rather than “in any way relat[ed].” Requiring a reasonable connection prevents the  
24 release from extending to claims that are only remotely related to the allegations in the  
25 complaint.” (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5<sup>th</sup> 521, 538.) The  
26 settlement’s list of released claims places limits on what type of claims much like placing a

27 \_\_\_\_\_  
28 <sup>2</sup> Objector’s Request for Judicial Notice is GRANTED pursuant to Evidence Code section 452(d) as Court Records.

1 “reasonable connection” requirement. This limited list includes “failure to pay minimum wages”  
2 and “payment for all hours worked,” which encompass Objector’s on-call allegations as  
3 discussed above.

4 Because the settlement does encompass the on-call violations, what remains of the  
5 objections amounts to a dispute over whether class members will receive a fair amount of money  
6 in the settlement. “A settlement need not obtain 100 percent of the damages sought in order to be  
7 fair and reasonable. (See *Rebney v. Wells Fargo Bank, supra*, 220 Cal. App. 3d at p. 1139  
8 [settlements found to be fair and reasonable even though monetary relief provided was  
9 “relatively paltry”]; *City of Detroit v. Grinnell Corp., supra*, 495 F.2d at p. 455 [settlement  
10 amounted to only “a fraction of the potential recovery”].) Compromise is inherent and necessary  
11 in the settlement process. Thus, even if “the relief afforded by the proposed settlement is  
12 substantially narrower than it would be if the suits were to be successfully litigated,” this is no  
13 bar to a class settlement because “the public interest may indeed be served by a voluntary  
14 settlement in which each side gives ground in the interest of avoiding litigation.” (*Air Line*  
15 *Stewards, etc., Loc. 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101, 109.)”  
16 (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.) “A party may not bring a  
17 second action solely to recover greater or different penalties. (See *Northern California River*  
18 *Watch v. Humboldt Petroleum, Inc.* (9th Cir. 2006) 162 Fed.Appx. 760, 764 [applying res  
19 judicata where second suit was based on different statute authorizing greater penalties than  
20 statutes raised in first suit]; *MicroVote General Corp. v. Indiana Election Com.* (Ind.Ct.App.  
21 2010) 924 N.E.2d 184, 192–193, 197 [administrative agency’s order imposing civil penalty  
22 involved same cause of action as different agency’s order terminating company’s operations; res  
23 judicata did not apply, however, because privity was lacking between two agencies].)” (*Villacres*  
24 *v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 585.) Objectors’ assertions that they could  
25 have received a bigger recovery if on-call hours were specifically included are not sufficient to  
26 find the settlement agreement unfair, unreasonable, or inadequate. For these reasons, the Court’s  
27 tentative is to OVERRULE the class members’ written objections.



Objectors also claim that the settlement cannot be approved because the parties failed to disclose the existence of the Ferreria matter in the Motion for Preliminary Approval. Citing the *Trotsky* case, Objectors argue that “the attempted inclusion of new claims in the settlement require[s] the prompt and candid disclosure of its significance to the trial court and the class, so that the fairness of the settlement could be considered with full knowledge of the facts.” (*Trotsky v. Los Angeles Fed. Sav. & Loan Assn.* (1975) 48 Cal.App.3d 134, 149, disapproved on other grounds in *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) However, as discussed above, the Ferreria case does not introduce new claims, and *Trotsky* appears to be inapposite. Although the Court will consider the complete record in making a final determination of fairness, the omission of the other pending lawsuits at earlier stages has not been prejudicial. This objection is OVERRULED.

## CONCLUSION

Based on the foregoing analysis, the court's [Tentative] Ruling is to OVERRULE the written Objections as they do not indicate that the settlement is unfair, inadequate, or unreasonable.

The Court looks forward to argument of counsel and oral objections at the new hearing set by Judge Eric LiCalsi tomorrow morning. No decision will be made on this [Tentative] Ruling tomorrow morning.

DATED: May 7, 2025

By:

M. M. Kovich

Michael Jurkovich  
Judge of the Superior Court

Electronically signed with the same legal force and effect as an original signature pursuant to GC§68150(g) and CCP§34.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MADERA  
200 South "G" Street  
Madera, CA 93637

**PROOF OF SERVICE**

CASE NO: MCV086044

I hereby certify that I am a Deputy Clerk of the Superior Court, County of Madera, for the State of California, and not a party to this action; that on the date set forth below, I served the ***[TENTATIVE] RULING ON OBJECTONS TO FINAL FAIRNESS OF PROPOSED SETTLEMENT*** on the parties named below by either electronic service to the address listed; by fax transmission to the fax number listed; or by depositing true copies thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the Superior Court mail basket for deposit in the United States Post Office at Madera, California, addressed as follows:

MARCUS J. BRADLEY\*&\*\*  
**BRADLEY/GROMBACHER, LLP**  
FAX: 805-270-7589  
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DANIEL J. MCQUEEN\*&\*\*  
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**\*Denotes document was sent VIA ELECTRONIC MAIL**

**\*\*Denotes document was sent VIA FACSIMILE**

**\*\*\*Denotes document was sent VIA MAIL**

Dated: May 7, 2025

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct.



MARIA FLORES, Deputy Clerk

PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER:
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**PROOF OF SERVICE BY FIRST-CLASS MAIL  
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

**(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)**

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):  
31365 Oak Crest Drive Suite 240, Westlake Village, California 91361

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☒ deposited the sealed envelope with the United States Postal Service.
- b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): November 14, 2025
- b. from (*city and state*): Westlake Village, CA

4. The envelope was addressed and mailed as follows:

- |  |   |
|--|---|
| <p>a. Name of person served:<br/>Daniel McQueen<br/>Street address: 555 West Fifth Street, 48th Floor<br/>City: Los Angeles.<br/>State and zip code: Los Angeles, CA 90013</p> | <p>c. Name of person served:<br/>Brian D. Whelan<br/>Street address: 1827 East Fir Avenue, Suite 110<br/>City: Fresno.<br/>State and zip code: CA 93720</p> |
| <p>b. Name of person served:<br/>Walter L. Haines, Esq.<br/>Street address: 5500 Bolsa Avenue, Suite 201<br/>City: Huntington Beach<br/>State and zip code: CA 92649</p>       | <p>d. Name of person served:<br/><br/>Street address:<br/>City:<br/>State and zip code:</p>   |

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: November 14, 2025

Suzette Boucher

(TYPE OR PRINT NAME OF DECLARANT)



*Suzette Boucher*  
(SIGNATURE OF DECLARANT)