SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

Department 22, Honorable Beth McGowen Presiding
Farris Bryant, Courtroom Clerk
191 North First Street, San Jose, CA95113
Telephone: (408) 882-2340

To contest a tentative ruling, you must:

1. Call (408) 808-6856 before 4:00 P.M. and leave a voicemail message containing the information described below, and
2. Notify the other side before 4:00 P.M. that you will appear at the hearing to contest the tentative ruling.

In the voicemail message, please state your case name, case number, the name of the attorney, who you represent (Plaintiff or specific defendant) and contact number. It would also be helpful if you could identify the specific portion or portions of the tentative ruling that will be contested.

PLEASE NOTE:

- If you do not notify the Court and/or opposing side as required by California Rule of Court, rule 3.1308(a)(1) and Civil Local Rule 8(E), the Court will not hear argument and the tentative ruling will be adopted even if all parties appear at the hearing.
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DATE: April 9, 2026 TIME: 1:30 P.M.

PREVAILING PARTY SHALL PREPARE THE ORDER
UNLESS OTHERWISE STATED (SEE RULE OF COURT 3.1312)

LINE #	CASE #	CASE TITLE	RULING
LINE 1	19CV352557	Csupo, et al. v. Alphabet, Inc. (Class Action)	Motion: Seal Records is GRANTED
LINE 2	19CV352557	Csupo, et al. v. Alphabet, Inc. (Class Action)	Motion: Seal Records is GRANTED Click on lines 1-2 for tentative ruling

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LINE 3	25CV464549	Michael Guzman vs Vaco Holdings, LLC et al	Hearing: Motion to Compel Arbitration is DENIED Click on line 3 for tentative ruling
LINE 4	24CV444501	Fernandez v. Performance Systems Integration, Inc. (Class Action)	Motion for Preliminary Approval of Class Action and PAGA settlement is GRANTED Click on Line 4 for tentative ruling
LINE 5	22CV401795	Kim v. Akorbi Workforce Solutions, LLC, et al. (Class Action/PAGA)	Motion: Withdraw as attorney is GRANTED Click on line 5 for tentative ruling

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LINE 6	22CV401053	Velasco v. Bright Matters, Inc., et al. (PAGA)	Motion to Dismiss is GRANTED Click on line 6 for tentative ruling
LINE 7	20CV369179	Hone Capital LLC, et al. v. Wu, et al. (Lead Case; Consolidated With 20CV369308)	Motion: Withdraw as attorney is GRANTED Click on line 7 for tentative ruling
LINE 8	24CV433140	Alcala v. National Home Health Services, Inc. (Class Action)	Motion for Approval of PAGA settlement is GRANTED Click on line 8 for tentative ruling
LINE 9			
LINE 10			

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LINE 11			
LINE 12			
LINE 13			

Calendar Line 1-2

Case Name: *Attila Csupo, et al. v. Alphabet, Inc.*
Case No.: 19CV352557

This is a putative class action for conversion and quantum meruit, brought by plaintiffs Attila Csupo, Andrew Burke, and Kerry Hecht (collectively, "Plaintiffs"), individually and on behalf of others similarly situated, alleging that defendant Alphabet, Inc.'s ("Google") Android operating system and mobile phone applications passively transfer data using class members' cellular data allowances without their consent.

Before the Court is (1) Google's motion to seal materials associated with trial and post-trial briefings, filed on September 25, 2025 ("September Motion"); and (2) Google's motion to seal portions of Plaintiff's reply materials filed on October 13, 2025("October Motion"), which are not opposed.

For the reasons discussed below, the Court GRANTS both motions to seal.

I. BACKGROUND

The operative fourth amended complaint ("4AC") alleges Google used cellular data allowances purchased by Plaintiffs for its own benefit. (4AC, ¶¶ 1, 23.) To use their mobile devices, Google Android phones, Plaintiffs contracted with mobile carriers and purchased cellular data plans that provided them with data allowances. (4AC, ¶ 24.) According to the allegations, the purchase of these data plans creates a property interest for Plaintiffs in their cellular data allowances. (4AC, ¶ 27.)

While Plaintiffs' Android devices were not in use, Google's Android technology was appropriating cellular data paid for by Plaintiffs without their knowledge or consent. (4AC, ¶¶ 2, 4, 39.) These "'passive'" information transfers occur because Google programmed its Android operating system and Google applications to cause mobile devices to exchange large amounts of information with Google, which Google then uses to further its own corporate interests, including targeted digital advertising. (*Ibid.*) This data transfer was taking place at all hours of the day, even after Plaintiff's had closed Google apps. (*Ibid.*) Further, Google has designed its products to prevent users from changing the settings to disable these transfers completely or to restrict them to WiFi networks. (4AC, ¶ 3.)

Google has crafted its terms of service and policies in ways that create binding contracts with users of its technologies but none of Google's terms or policies alert users that Android devices will consume their cellular data allowances in order to exchange information that is not required to provide the user with full functionality of the mobile device. (4AC, ¶¶ 4, 33-36.)

By transferring user's data, Google is wrongfully interfering with Plaintiffs' property, including their cellular data allowances. (4AC, ¶ 5.) In addition to misappropriating Plaintiffs' property, the data transfers confer a valuable benefit to Google because it sends and receives information without bearing the cost of transferring that information between consumers and

Google which supports Google's product development and targeted advertising business. (4AC, ¶ 7.)

II. Legal Standard

"The court may order that a record be filed under seal only if it expressly finds facts that establish: (1) There exists an overriding interest that overcomes the right of public access to the record; (2) The overriding interest supports sealing the record; (3) A substantial probability exists that the overriding interest will be prejudiced if the record is not sealed; (4) The proposed sealing is narrowly tailored; and (5) No less restrictive means exist to achieve the overriding interest." (Cal. Rules of Court, rule 2.550(d).) Pleadings, in particular, should be open to public inspection "as a general rule," although they may be filed under seal in appropriate circumstances. (*Mercury Interactive Corp. v. Klein* (2007) 158 Cal.App.4th 60, 104, fn. 35.)

"Courts have found that, under appropriate circumstances, various statutory privileges, trade secrets, and privacy interests, when properly asserted and not waived, may constitute overriding interests." (*In re Providian Credit Card Cases* (2002) 96 Cal.App.4th 292, 298, fn. 3 (*Providian*).) Confidential matters relating to the business operations of a party may be sealed where public revelation of the information would interfere with the party's ability to effectively compete in the marketplace. (See *Universal City Studios, Inc. v. Superior Court* (2003) 110 Cal.App.4th 1273, 1285–1286.)

Rule 2.550 does not directly apply to "discovery motions and records filed or lodged in connection with discovery motions or proceedings." (See Cal. Rules of Court, rule 2.550(a)(3); *H.B. Fuller Co. v. Doe* (2007) 151 Cal.App.4th 879, 892-893 (*Fuller*) [the discovery process would be impeded if a presumptive right of public access to records disclosed under protective orders and filed in connection with routine discovery motions were imposed].) Nonetheless, even in discovery proceedings, a party moving for leave to file records under seal must identify the specific information claimed to be entitled to confidentiality and the nature of the harm threatened by disclosure. (See *Fuller, supra*, 151 Cal.App.4th at p. 894.)

Where some material within a document warrants sealing, but other material does not, the document should be edited or redacted if possible, to accommodate both the moving party's overriding interest and the strong presumption in favor of public access. (Cal. Rules of Court, rule 2.550(d)(4), (5).) In such a case, the moving party should take a line-by-line approach to the information in the document, rather than framing the issue to the court on an all-or-nothing basis. (*Providian*, *supra*, 96 Cal.App.4th at p. 309.)

III. SEPTEMBER MOTION

Google moves to seal materials filed in association with briefing during and after trial between June 16, 2025, and August 27, 2025. (Motion, p. 3: 1-3.)

A. Discussion

Google seeks to seal information relating to its internal systems and content that the Court has either previously ordered sealed or that is substantially overlapping and similar with such materials. (Motion, p. 5:19-21.) Google directs the Court to its previous orders regarding motions to seal in this matter and contends that the materials at issue here contain the same type of proprietary and sensitive business information that the Court has previously determined warrants sealing in its August 8, 2025 Order. (Motion, p. 6:1-5.) Google further contends that its request is narrowly tailored to the information identified in its motion and it has sought to strike a reasonable balance between protecting its own overriding interest in maintaining the confidentiality of its proprietary and sensitive business information while reserving the public's right to access judicial records. (Motion, p. 12:5-8.) It also argues that there are no less restrictive means to protect Google's overriding interest in protecting this information.

As the Court has stated in its prior orders regarding the motions to seal, the federal cases sealing highly confidential and proprietary information regarding internal systems, technologies, practices, and metrics are persuasive. (See *In re Google RTB Consumer Priv. Litig.* (N.D. Cal. 2022) 2022 U.S. Dist. LEXIS 227834, at *3-4 [sealing sensitive information regarding Google's internal logs and data sources]; *In re Google Inc. Gmail Litig.*, (N.D. Cal. 2013) 2013 U.S. Dist. LEXIS 138910, at *3 [sealing information about structures that Google has in place and the order in which emails go through these structures].)

As stated above, some of the materials have already been sealed and the remaining materials are similar to the sealed materials. Furthermore, in consideration of the aforementioned authorities and the previous sealing orders, the Court finds sealing of the subject materials to be warranted. Thus, Google's September Motion is GRANTED.

IV. OCTOBER MOTION

Google seeks to an exhibit attached to the declaration of Chad E. Bell in support of Plaintiffs' reply in support of motion for prejudment and post-judgment interest filed on October 1, 2025. (Motion, p. 5:2-4.)

A. Discussion

Google moves to seal an exhibit which contained documents that the Court ordered sealed in its August 8, 2025, order and Google internal documents that it addressed in its pending motion to seal materials associated with trial and post-trial briefings filed on September 25, 2025. (Motion, p. 5:4-7.) Google reiterates the arguments made in support of its September Motion and from previous motions. The Court has addressed these arguments above and found them to be persuasive. Consequently, the Court finds sealing of the subject materials is warranted. Thus, Google's October motion is GRANTED.

V. CONCLUSION

Google's September Motion and October Motion to seal are GRANTED.

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Calendar Line 3
Case Name: *Michael Guzman v. Vaco Holdings, LLC et al.*
Case No.: 25CV464549

This is a representative action. Plaintiff Michael Guzman ("Plaintiff") alleges defendants Vaco Holdings, LLC ("VH"), Vaco, LLC ("Vaco"), and Vaco Master Holdings, LP ("VMH"), Jamil Jhanda, Atul Bhave, Phoebe Meharg, Michael Splittorf ("Splittorf"), and Aaron Yeats (collectively, "Defendants") committed various wage and hour violations, among others.

Before the Court is Defendants' motion to compel arbitration and stay or dismiss proceedings. As discussed below, the Court DENIES the motion.

I. BACKGROUND

According to the operative complaint, Plaintiff was employed by Defendants as a business analyst. (Compl., ¶ 18.) Around January 2023, Vaco began referring to Plaintiff as a K1 Partner even though he was an employee under California law. (Compl., ¶¶ 1, 26.)

On April 25, 2025, Plaintiff initiated the instant action asserting eleven causes of action.

II. LEGAL STANDARD

In ruling on a motion to compel arbitration, the Court must inquire as to (1) whether there is a valid agreement to arbitrate, and (2) if so, whether the scope of the agreement covers the claims alleged. (See *Howsan v. Dean Witter Reynolds* (2002) 537 U.S. 79, 84.) "Under both federal and state law, the threshold question presented by a petition to compel arbitration is whether there is an agreement to arbitrate. [Citations.] The threshold question requires a response because if such an agreement exists, then the court is statutorily required to order the matter to arbitration." (*Fleming v. Oliphant Financial, LLC* (2023) 88 Cal.App.5th 13, 19 [internal quotations omitted].)

"The FAA [Federal Arbitration Act], which includes both procedural and substantive provisions, governs [arbitration] agreements involving interstate commerce." (*Avila v. Southern California Specialty Care, Inc.* (2018) 20 Cal.App.5th 835, 840.) However, "[t]he procedural aspects of the FAA do not apply in state court absent an express provision in the arbitration agreement." (*Ibid*.) Here, the Agreement expressly provides that it "shall be interpreted and enforced in accordance with the [FAA]," and thus federal procedural and substantive law apply. (See *Rodriguez v. American Technologies, Inc*. (2006) 136 Cal.App.4th 1110, 1122 ["[t]he phrase 'pursuant to the FAA' is broad and unconditional," and unambiguously adopts both the procedural and substantive aspects of the FAA].)

Under the FAA, the Court must grant a motion to compel arbitration if any suit is brought upon "any issue referable to arbitration under an agreement for such arbitration" (9 U.S.C. § 3), subject to "such grounds as exist at law or in equity for the revocation of any contract…" (9 U.S.C. § 2). The moving party must prove by a preponderance of evidence the existence of the arbitration agreement and that the dispute is covered by the agreement. (See *Cruise v. Kroger Co.* (2015) 233 Cal.App.4th 390, 396 [under both federal and state law, "the threshold question presented by a petition to compel arbitration is whether there is an agreement to arbitrate"]; *Rosenthal v. Great Western Fin'l Securities Corp.* (1996) 14 Cal.4th 394, 413 (*Rosenthal*) [moving party's burden is a preponderance of evidence].) The burden then shifts to the resisting party to prove a ground for denial. (*Rosenthal*, *supra,* 14 Cal.4th at p. 413.)

"In determining the rights of parties to enforce an arbitration agreement within the FAA's scope, courts apply state contract law while giving due regard to the federal policy

favoring arbitration." (*Pinnacle Museum Tower Assn. v. Pinnacle Market Development (US), LLC* (2012) 55 Cal.4th 223, 236.)

> But the FAA's policy favoring arbitration … is merely an acknowledgment of the FAA's commitment to overrule the judiciary's longstanding refusal to enforce agreements to arbitrate and to place such agreements upon the same footing as other contracts. Or in another formulation: The policy is to make arbitration agreements as enforceable as other contracts, but not more so. Accordingly, a court must hold a party to its arbitration contract just as the court would to any other kind.

(*Morgan v. Sundance, Inc*. (2022) 596 U.S. 411 (*Morgan*) [internal citations and quotations omitted].)

I. DEFENDANTS' MOTION TO COMPEL ARBITRATION AND REQUEST TO STAY ACTION

Defendants move for an order compelling arbitration of Plaintiff's claims and staying the action pending completion of the arbitration.

a. Existence of Agreement to Arbitrate

To establish the existence of an arbitration agreement, Defendants submit the declaration of Michael Splittorf ("Splittorf"), President of Managed Services at Highspring LLC (formerly Vaco). (Splittorf Decl., ¶ 2.) Splittorf states that the relevant agreements are attached to his declaration as Exhibits 1-7, but relies on Exhibit 1 for its arbitration clause. Exhibit 1 is a Limited Partnership Agreement ("LP Agreement"). Splittorf indicates that Plaintiff was sent the document on November 22, 2022. (*Id.* at ¶ 3.) As relevant here, the following provisions are found within the LP Agreement:

> The Partnership and each Limited Partner hereby waives all rights to trial by jury in any action, suit or proceeding brought to resolve any dispute between or among the Limited Partners or between the Partnership and certain Limited Partners (whether arising in contract, tort or otherwise) arising out of, connected with, related or incidental to this Agreement, the transactions contemplated hereby or the relationships established among the parties hereunder. Except with respect to claims for specific performance or injunctive or other equitable relief, and except as provided in the last sentence of this Section 10.7, all actions, proceedings, disputes, matters or claims related to or arising from this Agreement shall be heard and determined strictly in accordance with the terms and procedures set forth in Exhibit A as the sole and exclusive procedure for the resolution of any such action, proceeding, dispute matter or claim, and no action, proceeding, dispute matter or claim related to or arising from this Agreement may be brought in any court, forum, venue, tribunal or jurisdiction except for such court, forum, venue, tribunal or jurisdiction explicitly provided for in Exhibit A. A final judgment in any proceeding so brought in accordance with the terms and procedures set forth in Exhibit A shall be conclusive and may be enforced by suit on the judgment or in any other manner provided at law or in equity.

(Splittorf Decl., Ex. 1.)

Exhibit A, section 1.1, subdivisions (a)-(b) of the LP Agreement state, in relevant part:

> In the event the Parties are unable to resolve the Dispute within twenty (20) business days after delivery of the Dispute Notice, then, unless otherwise agreed by the Parties in writing, the Dispute shall be referred to and finally resolved by

> arbitration before a panel of three (3) arbitrators (the "Panel"). No lawsuit or other proceeding shall be brought by or on behalf of any Party during the negotiation period.
> The arbitration shall be administered by the American Arbitration Association ("AAA"), or such other nationally-recognized dispute resolution organization mutually agreed on by the Parties in writing, and shall be conducted in accordance with the applicable commercial arbitration rules and mediation procedures of AAA or such other organization then in effect, as expressly modified pursuant to this Section 1.1, and the Parties hereby elect and consent to the use of any available expedited or fast track rules and procedures (collectively, the "Rules and Procedures").

(Splittorf Decl., Ex. 1 (A).)

The LP Agreement found in Exhibit 1 of the Splittorf Declaration is not signed by Plaintiff. Defendants contend that the Subscription Agreement (Exhibits 2, 4) and the Grant Agreements (Exhibit 3, 5) incorporate the LP Agreement by reference and state that the LP Agreement controls. (Motion, p. 8:21-23.) There is no dispute that the Subscription Agreement and Grant Agreement are signed by Plaintiff and both refer to the LP Agreement and Exhibit A.

In opposition, however, Plaintiff contends that the arbitration provision is buried in Exhibit A of the LP Agreement that he "never signed; was never provided in connection with the documents he did sign[.]" (Opp., p. 5:3-6.) Plaintiff asserts that no one ever advised him that signing the Grant and Subscription Agreements would subject him to arbitration. (Opp., p. 8:7-9.) In his declaration, Plaintiff asserts that both the Subscription Agreement and Grant Agreement mentioned Exhibit A of the LP Agreement, but in each document that he signed, the Exhibit A page contained only a heading with no text and the LP Agreement and its arbitration provisions were not attached to any document he signed. (Plaintiff's Decl., ¶ 23.)

In reply, Defendants cite to Exhibit B found in the Declaration of Jeremy Blank ("Blank") in opposition to the motion to compel arbitration to argue that Plaintiff received the LP Agreement. (Reply, p. 4:17-18.) Exhibit B of the Blank Declaration likewise shows the Subscription and Grant Agreements and pages labeled "Exhibit A" but they contain no other text. Moreover, Plaintiff's signature does not appear on the "Exhibit A" pages. (See Black Decl., Ex. B.) Further, Exhibit 1 of the Splittorf Declaration does not include the same DocuSign stamped pages as the Subscription and Grant Agreements. Finally, the Court notes that neither the Subscription Agreement nor Grant Agreement include an arbitration requirement. In fact, the Subscription Agreement states:

> **Any dispute relating hereto shall be heard in the state or federal courts** of Delaware, and the parties agree to jurisdiction and venue therein. The **parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any United States District Court in Delaware or any Delaware state court**, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any

such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(Splittorf Decl., Ex. 2, p. 7, § 5.11 [“Governing Law; Venue”][emphasis added].) The Grant Agreement contains similar language. (Splittorf Decl., Ex. 3, p. 4, § 11.)

While the Subscription and Grant Agreements reference the LP Agreement and Exhibit A, there is no arbitration agreement bearing Plaintiff’s signature and there is no evidence that Plaintiff received and read the LP Agreement.

“‘The general rule is that the terms of an extrinsic document may be incorporated by reference in a contract so long as (1) the reference is clear and unequivocal, (2) the reference is called to the attention of the other party and he consents thereto, and (3) the terms of the incorporated document are known or easily available to the contracting parties.’” (*B.D. v. Blizzard Entertainment, Inc.* (2022) 76 Cal.App.5th 931, 952 [holding that dispute resolution agreement that incorporated a separate dispute resolution policy was sufficiently incorporated where it was underlined and hyperlinked within the agreement]; see also *Shaw v. Regents of University of California* (1997) 58 Cal.App.4th 44, 54; *DVD Copy Control Assn., Inc. v. Kaleidescape, Inc.* (2009) 176 Cal.App.4th 697, 714 [“the contemporaneous availability of its terms shows that, at the time of contracting, the parties consented to those terms.”].) The Court here is not persuaded that the terms of the LP Agreement were known to Plaintiff or easily available to him. The four exhibits proffered by Defendants show an entirely blank LP Agreement and Exhibit A. Accordingly, Defendants have not established the existence of a binding arbitration agreement between themselves and Plaintiff and fail to meet their initial burden on a motion to compel arbitration. As Defendants fail to meet their initial burden, the burden does not shift to Plaintiff.

Given that Defendants have not established the existence of an arbitration agreement, the Court DENIES Defendants’ motion to compel arbitration and stay the action. The Court need not address the remaining arguments.

II. CONCLUSION

The motion to compel arbitration and stay the action is DENIED. The Court will prepare the final order.

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Calendar Line 4

Case Name: *Fernandez v. Performance Systems Integration, Inc.*
Case No.: 24CV444501

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Gregory Fernandez alleges that defendant Performance Systems Integration, Inc. committed various wage and hour violations.

Before the Court is Plaintiff's motion for preliminary approval of class action and PAGA settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

VI. BACKGROUND

According to the allegations of the operative first amended complaint ("FAC"), Plaintiff was employed as an hourly paid, non-exempt employee from approximately November 2016 to August 2023 as a Service Technician and Lead Fire Alarm Installation Technician at their Mountain View facility. (FAC, ¶ 4.) Defendant failed to: pay for all time worked including overtime and minimum wages; maintain accurate and complete payroll records; provide meal periods or compensation in lieu thereof; rest periods or compensation in lieu thereof; timely pay wages; provide safety devices; provide written notice of the material terms of employment; and reimburse for necessary business expenses. (FAC, ¶¶ 16-28.)

Based on the foregoing, Plaintiff initiated this action on August 2, 2024 and the operative FAC was deemed filed and served on April 8, 2026, and it alleges the following causes of action: (1) Violation of California Labor Code §§ 510, 511, and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages); (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods); (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods); (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records); (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination); (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment); (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses); (9) Violation of California Business & Professions Code §§ 17200, *et seq*. (Unlawful Business Practices); and (10) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Business Practices); and (11) Penalties Pursuant to the Private Attorneys General Act of 2004 (Representative Claim).

Plaintiff now seeks an order: preliminarily approving the proposed class action and PAGA settlement; directing distribution of the class notice; and scheduling a final approval hearing.

VII. LEGAL STANDARD FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and

whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as 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 stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

VIII. SETTLEMENT PROCESS

Plaintiff initiated this action on August 2, 2024, and the operative FAC was deemed filed as of April 8, 2026. Prior to mediation, the parties exchanged informal discovery and Defendant provided time and payroll records, policy documents, and other information. Defendant agreed to voluntarily produce and verify hundreds of pages of documents. On May 13, 2025, the parties attended a mediation before Anthony F. Pantoni, an experienced wage and hour mediator. As of October 14, 2025, the parties agreed on all final terms of the settlement, which are now before the Court.

IX. SETTLEMENT PROVISIONS

The non-reversionary gross settlement amount is $375,000. Attorney's fees of up to one-third of the gross settlement amount ($125,000), litigation costs of up to $25,000, and administrative costs of up to $7,850. $37,500 will be allocated to PAGA penalties, with 65% ($24,375) paid to the Labor and Workforce Development Agency ("LWDA") and 35% ($13,125) will be distributed, on a pro rata basis, to "Aggrieved Employees" who are defined as "all current and former non-exempt employees who worked for Defendant in California as a

non-exempt employee at any time from August 1, 2023, through July 12, 2025." Plaintiff will seek a class representative incentive award in the amount of $10,000.

The net settlement amount—which is estimated to be $169,650—will be allocated to "Class Members", who are defined as "all current and former non-exempt employees who worked for Defendant in California as a non-exempt employee at any time during the period from August 2, 2020, through July 12, 2025." The average individual payment will be about $937.30. For tax purposes, 10% of each individual Class payment will be allocated as wages and 90% will be located as non-wages. Funds associated with checks uncashed after 180 days will be transmitted to the State Controller's Office, Unclaimed Property Division.

In exchange for settlement, Class Members who do not opt out will release:

> [A]ny and all claims reasonably related to or arising out of the factual allegations pled in the Operative Complaint in the Action or Plaintiff's PAGA Notice, including all claims that have been or could have been pled as wage and hour violations and related penalties and interest under California law, including all claims made and that could have been made in such pleading reasonably related to or arising out of the factual allegations therein during the Class Period.

Aggrieved Employees, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release:

> [A]ll claims for civil penalties, interest, attorneys' fees, litigation costs, and other available relief for violations of PAGA that are reasonably related to or arising out of the factual allegations in the Operative Complaint and/or the PAGA Notice, or could have reasonably been alleged or asserted based on, reasonably related to, or arising out of the facts alleged in the Operative Complaint and/or the PAGA Notice, during the PAGA Period.

The foregoing releases are appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

X. FAIRNESS OF SETTLEMENT

Based on available data provided by Defendant, Class Counsel estimated Defendant's maximum exposure as follows: $79,374.48 (failure to pay all compensation claims); $240,528.75 (meal period violation); $1,154,538 (rest period violation); $242,250(wage statement and payroll records claims); $1,950 (reimbursement claim); 1,053,360 (section 203 penalties); and $748,125 (PAGA violations)—totaling $3,520,126.23.

Class Counsel then considered the risks in obtaining Class certification, the potential success of any of Defendant's defenses, Plaintiff's probability of succeeding on the merits, and the possibility of the Court exercising its discretion to make any deductions, Class Counsel discounted the claims accordingly and determined that a realistic best case recovery would be $1,551,203.73.

The gross settlement amount is 10.6% of the maximum exposure and it is 24.1% of the realistic exposure. Thus, the proposed settlement amount is within the general range of percentage recoveries that California courts have found to be reasonable. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S. Dist. LEXIS 30201, at *41-42 [citing cases indicating that a general range of 5 to 35 percent of the maximum potential exposure is reasonable.].)

Considering the portion of the case's value attributable to uncertain penalties, claims that could be difficult to certify for Class treatment, and the multiple, dependent contingencies that Plaintiff would have had to overcome to prevail on their claims, the settlement achieves a good result for the Class. For purposes of preliminary approval, the Court finds that the settlement is fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable in light of the statute's purposes.

XI. PROPOSED SETTLEMENT CLASS

Plaintiff requests provisional certification of the following class for settlement purposes:

> All current and former non-exempt employees who worked for Defendant in California as a non-exempt employee at any time during the period from August 2, 2020, through July 12, 2025.

A. Legal Standard for Certifying a Class for Settlement Purposes

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context,

since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

B. Ascertainable Class

A class is ascertainable "when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980 (*Noel*).) A class definition satisfying these requirements

> puts members of the class on notice that their rights may be adjudicated in the proceeding, so they must decide whether to intervene, opt out, or do nothing and live with the consequences. This kind of class definition also advances due process by supplying a concrete basis for determining who will and will not be bound by (or benefit from) any judgment.

(*Noel*, *supra,* 7 Cal.5th at p. 980, citation omitted.)

"As a rule, a representative plaintiff in a class action need not introduce evidence establishing how notice of the action will be communicated to individual class members in order to show an ascertainable class." (*Noel*, *supra,* 7 Cal.5th at p. 984.) Still, it has long been held that "[c]lass members are 'ascertainable' where they may be readily identified … by reference to official records." (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on another ground by *Noel, supra,* 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178 Cal.App.4th 966, 975-976 ["The defined class of all HD Package subscribers is precise, with objective characteristics and transactional parameters, and can be determined by DIRECTV's own account records. No more is needed."].)

Here, the estimated 195 Class members are readily identifiable based on Defendant's records, and the settlement class is appropriately defined based on objective characteristics. The Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

C. Community of Interest

The "community-of-interest" requirement encompasses three factors: (1) predominant questions of law or fact, (2) class representatives with claims or defenses typical of the class, and (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34 Cal.4th at pp. 326, 332.)

For the first community of interest factor, "[i]n order to determine whether common questions of fact predominate the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be good for the judicial process and to the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105 (*Lockheed Martin*).) "As a general rule if the defendant's liability can be

determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages." (*Hicks*, *supra,* 89 Cal.App.4th at p. 916.)

Here, common legal and factual issues predominate. Plaintiff's claims all arise from Defendant's wage and hour practices.

As for the second factor,

> The typicality requirement is meant to ensure that the class representative is able to adequately represent the class and focus on common issues. It is only when a defense unique to the class representative will be a major focus of the litigation, or when the class representative's interests are antagonistic to or in conflict with the objectives of those she purports to represent that denial of class certification is appropriate. But even then, the court should determine if it would be feasible to divide the class into subclasses to eliminate the conflict and allow the class action to be maintained.

(*Medrazo v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

Like the other members of the proposed Class, Plaintiff was employed by Defendant and he alleges that he experienced the violations at issue. The anticipated defenses are not unique to Plaintiff, and there is no indication that Plaintiff's interests are otherwise in conflict with those of the proposed Class.

Finally, adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class representative does not necessarily have to incur all of the damages suffered by each different class member in order to provide adequate representation to the class. (*Wershba, supra,* 91 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not fatal to class certification. Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." (*Ibid*., internal citations and quotation marks omitted.)

Plaintiff has the same interest in maintaining this action as any class member would have. Further, he has hired experienced counsel. Plaintiff has sufficiently demonstrated adequacy of representation.

D. Substantial Benefits of Class Certification

"[A] class action should not be certified unless substantial benefits accrue both to litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120, internal quotation marks omitted.) The question is whether a class action would be superior to individual lawsuits. (*Ibid.)* "Thus, even if questions of law or fact predominate, the lack of superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a class action is proper where it provides small claimants with a method of obtaining redress and when numerous parties suffer injury of insufficient size to warrant individual action." (*Id*. at pp. 120–121, internal quotation marks omitted.)

Here, there are an estimated 195 Class Members. It would be inefficient for the Court to hear and decide the same issues separately and repeatedly for each Class Member. Further, it would be cost prohibitive for each Class Member to file suit individually, as each member would have the potential for little to no monetary recovery. It is clear that a class action provides substantial benefits to both the litigants and the Court in this case.

XII. NOTICE

The content of a class notice is subject to court approval. (Cal. Rules of Court, rule 3.769(f).) "The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (*Ibid.*) In determining the manner of the notice, the court must consider: "(1) The interests of the class; (2) The type of relief requested; (3) The stake of the individual class members; (4) The cost of notifying class members; (5) The resources of the parties; (6) The possible prejudice to class members who do not receive notice; and (7) The res judicata effect on class members." (Cal. Rules of Court, rule 3.766(e).)

Here, the notice, which will be provided in English, informs the Class Members of the nature of the lawsuit and their rights under the terms of the Settlement and applicable law. It includes: a detailed explanation of the case, including the basic contentions or denials of the Parties and the basic terms of the Settlement; a statement that the court will exclude the member from the class if they request so by a specified date; a procedure for the member to follow in requesting exclusions from the Class; an explanation that members of the Class can participate in the Settlement by doing nothing; a statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and a statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel. Class Members are given 45 days to exclude themselves or object.

The form of notice is generally adequate but it must be modified to instruct Class Members that they may opt out of or object to the settlement simply by providing their name, without the need to provide their phone number or other personal information.

Regarding appearances at the final fairness hearing, the notice shall be modified to instruct Class members as follows:

> Although class members may appear in person, the judge overseeing this case encourages remote appearances. Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Remote appearances must be made through UDC, unless otherwise arranged with the Court. Please go to https://santaclara.courts.ca.gov/online-services/remote-hearings to find the appropriate link. Also, please note that that you must register in advance to appear remotely.

Turning to the notice procedure, as articulated above, the parties have selected Simpluris as the settlement administrator. No later than thirty (30) days after preliminary approval, Defendant will deliver the Class List to Simpluris. In turn, within fourteen (14) days after receiving the Class List, Simpluris will perform a search on the National Change of Address Database to update and correct any addresses and mail the notice packet. Any

returned notices will be re-mailed to any forwarding address provided or a better address located through a skip trace or other search. Class Members who receive a re-mailed notice will have an additional 14 days to respond. These notice procedures are appropriate and are approved.

XIII. SERVICE AWARD, ATTORNEYS FEES, AND COSTS

Plaintiff requests a Class representative enhancement payment of $10,000.

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted; see also *Covillo v. Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff undertakes a significant "reputational risk" in bringing an action against an employer].)

Plaintiff submitted a declaration in support of his request. He states that he spent at least 38 hours on this matter, which included communicating with Class Counsel, providing information, and assisting with preparate for mediation. (Plaintiff's Declaration, ¶¶ 3-7.) He further states that he considered the personal, professional, and financial risk of pursuing this action. (Plaintiff's Decl., ¶¶ 8-9.) Based on the foregoing, the Court finds Plaintiff is entitled to an enhancement award and the amount requested is reasonable. Thus, the request is preliminarily approved.

The Court also has an independent right and responsibility to review the requested attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Class counsel will seek attorneys' fees of up to one-third of the gross settlement amount (currently estimated to be 125,000), and litigation costs for up to $25,000. Prior to any final approval hearing, Class Counsel shall submit lodestar information (including hourly rate and hours worked) as well as evidence of actual litigation costs incurred.

XIV. CONCLUSION

Plaintiff's motion for preliminary approval is GRANTED.

The final approval hearing shall take place on **October 15, 2026** at 1:30 in Department 22. The following class is preliminarily certified for settlement purposes:

All current and former non-exempt employees who worked for Defendant in California as a non-exempt employee at any time during the period from August 2, 2020, through July 12, 2025.

The Court will prepare the order.

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Calendar Line 5

Case Name: *Yu Hee Stacy Kim v. Akorbi Workforce Solutions, LLC, et al.*
Case No.: 22CV401795

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Yu Hee Stacy Kim alleges that defendants Akorbi Workforce Solutions, LLC ("Akorbi") and Google LLC ("Google") (collectively "Defendants") committed various wage and hour violations.

Before the Court is a motion to be relieved as counsel by Michael D. Thomas ("Thomas") and Geoffrey R. Pitman ("Pitman") (collectively, "Counsel") of Jackson Lewis P.C., counsel for Akorbi, which is unopposed. For reasons discussed below, the Court GRANTS the motion.

XV. MOTION TO BE RELIEVED AS COUNSEL

A. Legal Standard

Motions to be relieved as counsel are technical and governed by Rules of Court, rule 3.1362 ("Rule 3.1362"). Notice and motion must be directed to the client on Judicial Council Form MC-051. No memorandum is required. (Rule 3.1362(a) & (b)). Counsel must provide a declaration on Judicial Council Form MC-052 stating "in general terms and without compromising the confidentiality of the attorney-client relationship why a motion under Code of Civil Procedure section 284(2) is brought instead of filing a consent under Code of Civil Procedure section 284(1)." (Rule 3.1362(c)).

The notice of motion and motion, the declaration, and the proposed order must be served on the client and all parties "by personal service, electronic service, or mail." (Rule 3.1362(d)).

> If the notice is served on the client by mail under Code of Civil Procedure section 1013, it must be accompanied by a declaration stating facts showing that either:
> (A) The service address is the current residence or business address of the client; or
> (B) The service address is the last known residence or business address of the client and the attorney has been unable to locate a more current address after making reasonable efforts to do so within 30 days before the filing of the motion to be relieved.

(Rule 3.1362(d)(1).)

> The proposed order relieving counsel must be prepared on the Order Granting Attorney's Motion to Be Relieved as Counsel—Civil (form MC-053) and must be lodged with the court with the moving papers. The order must specify all hearing dates scheduled in the action or proceeding, including the date of trial, if known. If no hearing date is presently scheduled, the court may set one and specify the date in the order. After the order is signed, a copy of the signed order must be served on the client and on all parties that have appeared in the

> case. The court may delay the effective date of the order relieving counsel until proof of service of a copy of the signed order on the client has been filed with the court.

(Rule 3.1362(e).)

B. Discussion

Here, Thomas filed the instant motion on January 6, 2026. He states they seek to be relieved as counsel in this matter due to irreconcilable differences caused by Defendant's refusal to communicate with them and Defendant's failure to respond to repeated requests to pay outstanding legal invoices. (Thomas Decl., ¶ 2.)

Counsel served Defendant by mail at its last known address but they were not able to confirm that the address is current or locate a more current address after making the following efforts: calling Defendant's last known telephone number or numbers; conducting an online search for the last known mailing address; emailing and leaving a voice message with Defendant's CEO Azam Mirza; and emailing Defendant at its email address as of November 12, 2025. This is sufficient to meet the requirements of Rule 3.1362(d)(1)(B).

Counsel provides a proposed order on the correct judicial counsel form (MC-053). The proposed order indicates that there is a hearing on the motion for final approval on May 7, 2026. The Court's docket does not reflect any other scheduled hearings.

Based on the foregoing, Counsel's motion is GRANTED.

XVI. CONCLUSION

The motion to be relieved as counsel is GRANTED.

The Court will prepare the order.

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Calendar Line 6

Case Name: *Esmeralda Velasco v. Bright Matters, Inc., et al.*
Case No.: 22CV401053

This is a representative action under the Private Attorneys General Act ("PAGA"). Plaintiff Esmeralda Velasco alleges that defendants Bright Matters, Inc. ("Bright Matters"), Alejandro Navarro ("Navarro"), Kellermeyer Bergensons Services, LLC ("KBS") (collectively, "Defendants") committed various wage and hour violations and seeks PAGA penalties for those violations.

Before the Court is Plaintiff's motion for an order dismissing Bright Matters and Navarro without prejudice, which is unopposed. As discussed below, the Court GRANTS the motion.

XVII. BACKGROUND

According to the allegations of the operative Complaint, Plaintiff was employed as a janitor from September 2021 until she was terminated in January 2022. (Complaint, ¶ 1.) She alleges Defendants failed to: accurately classify her and Aggrieved Employees; pay all earned wages upon discharge; provide accurate wage statements; and provide employment records.

Based on the foregoing, Plaintiff initiated this action on July 22, 2022, asserting claims for civil penalties under PAGA. On February 25, 2025, the Court (Hon. Adams) issued its order which granted Plaintiff's motion for approval of PAGA settlement.[1]

XVIII. LEGAL STANDARD FOR APPROVING PAGA SETTLEMENT

Labor Code section 2699, provides, as relevant, "(1) For cases filed on or after July 1, 2016, the aggrieved employee or representative shall, within 10 days following commencement of a civil action pursuant to this part, provide the Labor and Workforce Development Agency with a file-stamped copy of the complaint that includes the case number assigned by the court. (2) The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab Code, § 2699, subd. (s).)

XIX. DISCUSSION

Plaintiff argues that dismissal is warranted here because Bright Matters was dissolved as a corporate entity in 2024; Navarro remains unrepresented and has not participated in this litigation; and Plaintiff has not received any discovery, responses, documents or communications from Bright Matters or Navarro. (Motion, p. 2:7-12.) Here neither Bright Matters nor Navarro submitted any opposition to the instant motion. Thus, the motion may be granted on this basis. (See Rule of Court, rule 8.54(c) ["[a] failure to oppose a motion may be deemed a consent to the grant of the motion"]; *Sehulster Tunnels/Pre-Con v. Taylor Brothers, Inc.* (2003) 111 Cal.App.4th 1328, 1345, fn. 6 [failure to address point is "equivalent of a

[1] Plaintiff's claims against KBS were resolved with the PAGA settlement.

concession."]; *Sexton v. Superior Court* (1997) 58Cal.App.4th 1403, 1410 [failure to oppose creates inference that motion is meritorious].)

Based on the foregoing, Plaintiff's motion for an order dismissing Bright Matters and Navarro is GRANTED.

XX. CONCLUSION

Plaintiff's motion for an order dismissing Bright Matters and Navarro is GRANTED.

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Calendar Line 7

Case Name: *Hone Capital LLC v. Wu et al.*
Case No.: 20CV369179 (consolidated with Case No. 20CV369308)

This consolidated action arises from a series of business disputes among several parties. Plaintiff/Cross-Defendant Hone Capital LLC ("Hone Capital" or "Hone" or "Plaintiff"), a subsidiary of China Science & Merchants Investment Management Group Co, LTD ("CSC Group"), has sued several parties for fraud and breach of fiduciary duty, among other things. Hone Capital's claims arise from: (1) alleged embezzlement and double-dealings of Defendants/Cross-Complainants Veronica Wu and Purvi Gandhi, former employees of Hone Capital; and (2) supposed assistance in these wrongful actions by various outside parties hired by or doing business with Wu and Gandhi, either directly or through entities controlled by Wu and Gandhi.[2] Wu and Gandhi have each filed cross-claims against Hone Capital for unpaid wages and profit sharing.

Before the Court is the motion to be relieved as counsel by Gandhi's counsel, Ellen A. Cirangle ("Cirangle"), Jonathan E. Sommer ("Sommer"), Ian E. Browning ("Browning"), and Margaret T. Cardasis ("Cardasis")(collectively, "Counsel"), which is opposed.[3] For reasons discussed below, the Court GRANTS the motion.

I. MOTION TO WITHDRAW AS COUNSEL

A. Legal Standard

Motions to be relieved as counsel are technical and governed by Rules of Court, rule 3.1362 ("Rule 3.1362"). Notice and motion must be directed to the client on Judicial Council Form MC-051. No memorandum is required. (Rule 3.1362(a) & (b)). Counsel must provide a declaration on Judicial Council Form MC-052 stating "in general terms and without compromising the confidentiality of the attorney-client relationship why a motion under Code of Civil Procedure section 284(2) is brought instead of filing a consent under Code of Civil Procedure section 284(1)." (Rule 3.1362(c)).

The notice of motion and motion, the declaration, and the proposed order must be served on the client and all parties "by personal service, electronic service, or mail." (Rule 3.1362(d)).

> If the notice is served on the client by mail under Code of Civil Procedure section 1013, it must be accompanied by a declaration stating facts showing that either:
> (A) The service address is the current residence or business address of the client; or
> (B) The service address is the last known residence or business address of the client and the attorney has been unable to locate a more current address after making reasonable efforts to do so within 30 days before the filing of the motion to be relieved.

(Rule 3.1362(d).)

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[2] Wu has changed her name to Veronica Breckenridge, however, the Court will refer to her as Wu for the sake of clarity and consistency. No disrespect is intended. (See *Rubenstein v. Rubenstein* (2000) 81 Cal.App.4th 1131, 1136, fn. 1.)

[3] Wu also submitted a statement regarding the instant motion.

> The proposed order relieving counsel must be prepared on the Order Granting Attorney's Motion to Be Relieved as Counsel—Civil (form MC-053) and must be lodged with the court with the moving papers. The order must specify all hearing dates scheduled in the action or proceeding, including the date of trial, if known. If no hearing date is presently scheduled, the court may set one and specify the date in the order. After the order is signed, a copy of the signed order must be served on the client and on all parties that have appeared in the case. The court may delay the effective date of the order relieving counsel until proof of service of a copy of the signed order on the client has been filed with the court.

(Rule 3.1362(e).)

B. Discussion

Here, Counsel submit their respective declarations stating that "[Gandhi] has discharged her lead counsel at Lubin Olson & Niewiadomski, Ellen Cirangle. There has been a breakdown in the working relationship with the client that renders it unreasonably difficult for the lawyer to carry out representation effectively. The additional specific facts that give rise to this motion are confidential and are required to be kept confidential pursuant to Bus. & Prof. Code section 6068(e)(1), and by the attorney-client privilege[] The client has declined to sign a Substitution of Counsel, which necessitates the filing of this motion. If the Court determines it needs any further explanation, attorney requests an in camera hearing." (Cirangle Decl., ¶ 2; Sommer Decl., ¶ 2; Browning Decl., ¶ 2; Cardasis Decl., ¶ 2.)

Counsel state that Gandhi has been served at her last known address with copies of the motion and the declarations and her address was confirmed through their third-party databases as well as service upon her counsel Skadden, Arps, Slate, Meagher, & Flom ("Skadden"). (Cirangle Decl., ¶ 3; Sommer Decl., ¶ 3; Browning Decl., ¶ 3; Cardasis Decl., ¶ 3.) This is sufficient to meet the requirements of Rule 3.1362(d)(1)(B).

Counsel has provided a proposed order on the correct judicial counsel form (MC-053). The proposed order indicates that there is a case management conference ("CMC") on April 16, 2026. In her opposition, Gandhi argues that the instant motion should be continued until the CMC so that she can have the benefit of Counsel and at that time she will be able to provide an update regarding her ability to secure counsel for the entire matter. The Court notes that Counsel filed an *ex parte* application to advance the hearing date on this motion and Gandhi failed to oppose the application. On February 24, 2026, the Court granted the *ex parte* application and advance the hearing on the instant motion from September 3, 2026 to April 9, 2026.

Gandhi acknowledges that she is also represented by Skadden, however, she contends they entered their appearance for the purpose of advancing Gandhi's motion for determination of good faith settlement. This action has been stayed since October 19, 2025, to permit Wu to seek appellate review of the Court's determination regarding Gandhi's motion for determination of good faith settlement. The appellate proceedings are still underway, and Gandhi anticipates filing a return in opposition to the writ by April 24, 2026.

William K. Wray ("Wray") with Skadden submitted the notices of limited scope representation for Bijal V. Vakil, Quyen L. Ta, and himself. (See Wray Decl., ¶¶ 3-8; Exhs. 1-6.) Nevertheless, the Court docket reflects multiple instances of Skadden attorneys appearing remotely on behalf of Gandhi since October 2025, *after* the Court (Hon. Adams) issued its order regarding the motion for determination of good faith settlement. In fact, Wray has filed a notice of remote appearance for the instant motion and for the CMC on April 16, 2026. There

is no information before the Court as to why Skadden would not be able to sufficiently represent Gandhi at the CMC or how she would be unduly prejudiced given the circumstances. As a result, the Court is not persuaded that it is necessary to deny the instant motion or to continue the hearing on this matter.

Based on the foregoing, Counsel's motion to be relieved as counsel is GRANTED.

I. CONCLUSION

Counsel's motion to be relieved as counsel is GRANTED.

The Court will prepare the final order.

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Case Name: *Alcala v. National Home Health Services, et al.*
Case No.: 24CV433140

This is a class action and a representative action under the Private Attorneys General Act ("PAGA"). Plaintiff Channa Alcala alleges that defendant National Home Health Services, Inc. committed various wage and hour violations.

Before the Court is Plaintiff's motion for approval of PAGA settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

XXI. BACKGROUND

According to the allegations of the operative first amended complaint ("FAC"), Defendant failed to: pay for all wages owed including minimum and overtime wages; provide compliant meal periods or compensation in lieu thereof; provide rest periods or compensation in lieu thereof; pay vacation time pay; reimburse for business expenses; keep and maintain accurate time and wage records; pay all wages due upon termination. (FAC, ¶¶ 10-24.)

Based on the foregoing, Plaintiff initiated this action on March 14, 2024, with the filing of the Complaint and on July 24, 2024, she filed the operative FAC, which asserts the following causes of action: (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code § 510; (3) meal period liability under Labor Code § 226.7; (4) rest break liability under Labor Code § 226.7; (5) failure to pay vacation wages under Labor Code § 227.3; (6) failure to reimburse necessary business expenses under Labor Code § 2802; (7) failure to provide accurate wage statements under Labor Code § 226, subd. (a); (8) failure to timely pay all final wages under Labor Code § 203; (9) violation of Business & Professions Code § 17200, *et seq.*; and (10) PAGA penalties.

Plaintiff now seeks an order approving the PAGA settlement; approving attorney's fees and costs; approving costs to the settlement administrator Simpluris, Inc. ("Simpluris"); and entering judgment.

XXII. LEGAL STANDARD FOR APPROVING PAGA SETTLEMENT

Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 [2022 U.S. LEXIS 2940].) 75 percent of any penalties recovered go to the Labor and Workforce Development Agency (LWDA), leaving the remaining 25 percent for the employees. (*Ibid.*) PAGA is intended "to augment the limited enforcement capability of [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency." (*Id.* at p. 383.) A judgment in a PAGA action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government. (*Id.* at p. 381.)

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's

review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) "[C]lass certification is not required" in this context as in a class action. (*Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 (*Haralson*).)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77 (*Moniz*).) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson, supra,* 383 F. Supp. 3d at p. 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

XXIII. PLAINTIFF'S INVESTIGATION, SETTLEMENT PROCESS, AND THE PARTIES' AGREEMENT

Plaintiff initiated this action on March 24, 2024, and she filed the operative FAC on July 24, 2024. The parties met and conferred about the claims and issues in this action, including the existence of an arbitration agreement with a class action waiver between the parties. During the mediation process, it was revealed that Plaintiff had signed an alleged arbitration agreement with Defendant that included a class action waiver, thus, Plaintiff will be filing a request for dismissal of class action claims without prejudice.

Prior to mediation, the parties exchanged informal discovery and Defendant provided data, numbers, and documents, including one version of a company handbook entitled, "Employee Handbook," a sampling of Aggrieved Employee's timekeeping and payroll data, information and documentation regarding Defendant's wage and hour policies, Plaintiff's wage and hour statements and personnel file, meal period and rest period information, and Plaintiff's signed arbitration agreement. On April 23, 2025, the parties attended a mediation with Hon. Carl J. West (Ret.), a well-respected employment law mediator, which resulted in a settlement.

Pursuant to the parties' agreement, Defendant will pay a non-reversionary gross settlement of $825,000.00, which is comprised of $275,000 in attorney's fees, litigation costs of up to $27,000, and settlement administration costs of $5,739. The gross settlement amount will be paid in two payments: (1) 50% within 60 days of the Court's order approving the settlement; and (2) the remaining 50% six months after the initial payment. The net settlement amount-estimated to be $508,3770.45-will be allocated 75% ($381,277.84) to the LWDA and 25% ($127,092.84), on a pro rata basis, to "Aggrieved Employees," who are defined as "any

individual who was directly employed by Defendant in California as a non-exempt, hourly, employee who worked for Defendant during the PAGA Period [March 14, 2023 to June 22, 2025].” It is estimated there are 704 Aggrieved Employees who worked a total of 18,284 PAGA Pay Periods. Plaintiff will seek an enhancement award of $10,000.

In exchange for settlement, Aggrieved Employees will release:

> [A]ll claims for civil penalties under the PAGA based on the claims alleged in the Operative Complaint, or that reasonably could have been made based on the facts alleged in the Operative Complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to indemnify employees for work-related expenditures, (6) failure to timely pay earned wages during employment, (7) failure to provide accurate itemized wage statements, and (8) failure to timely pay all earned wages at time of separation.

The release is appropriately tailored to the allegations at issue and does not release any claims other than those for PAGA penalties. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537; *Moniz, supra*, 72 Cal.App.5th at p. 82 [release of “all known and unknown claims under PAGA … that were or could have been pled based on the allegations of the Complaint” was appropriately approved].)

XXIV. DISCUSSION

A. Potential Verdict Value

In the FAC, Plaintiff alleges unpaid wages, meal and rest period violations, failure to pay overtime wages, failure to pay vacation wages, failure to provide payroll records, among other things.

Plaintiff estimates Defendant’s maximum PAGA exposure to be about $1,828,400, which is based on multiplying the total number of PAGA Pay Periods estimated at the time of mediation by $100 per violation. Plaintiff then considered the realistic potential exposure in light of any discretionary reductions by the Court, Defendant’s defenses to Plaintiff’s claims, and potential manageability issues with PAGA claims at trial and applied a 45% discount to the maximum exposure. Thus, Plaintiff calculated Defendant’s realistic potential exposure as $1,005,620.00 (18,284 pay periods x $55 penalty per pay period).

Thus, the gross settlement amount is 45% of Defendant’s maximum exposure and it is 82% of Defendant’s realistic exposure. Both are above the percentage range typically approved by courts. (See *Cavazos v. Salas Concrete, Inc.* (E.D. Cal., Feb. 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S.Dist. LEXIS 30201, at *41-42 [citing cases approving settlements in the range of 5 to 35 percent of the maximum potential exposure].)

Given this, as well as the risks attendant to proceeding to trial, Defendant’s defenses and the likelihood that PAGA penalties would be significantly reduced in line with numerous appellate decisions, the Court finds that the proposed settlement is fair to those affected and is genuine, meaningful, and reasonable in light of the statute’s purposes.

B. Attorney Fees

While the PAGA statute does not expressly require judicial review of claimed attorney fees, the Court believes it cannot adequately fulfill its statutory duty to review the penalties associated with PAGA settlements without also considering attorney fees. The Court thus finds that it must scrutinize the attorney fee arrangement associated with a PAGA settlement. This is consistent with the observation of many courts that PAGA claims are analogous to "*qui tam*" suits like those under the federal False Claims Act: when reviewing settlements of *qui tam* claims, courts should and do consider any associated attorney fee arrangement. (See *U.S. v. Texas Instruments Corp.* (9th Cir. 1994) 25 F.3d 725, 728 [attorney fee award must be considered by the trial court as part of its review of the "entire settlement arrangement"].)

As articulated above, Plaintiff seeks a fee award of $275,000 in attorneys' fees. Plaintiff's counsel submits a lodestar figure of $84,896.50, based on 108.6 hours of work at billing rates ranging from $475 to $1,375 per hour, resulting in a multiplier of 3.2. This is within the range of multipliers that courts typically approve. (See *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 488, 503–504 (*Laffitte*) [trial court did not abuse its discretion in approving fee award of 1/3 of the common fund, cross-checked against a lodestar resulting in a multiplier of 2.03 to 2.13]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements finding "a range of 0.6–19.6, with most (20 of 24, or 83%) from 1.0–4.0 and a bare majority (13 of 24, or 54%) in the 1.5–3.0 range"].)

Here, given the amount of work performed by Plaintiff's counsel, and because the requested multiplier sought by them is within the range of multipliers regularly approved by California courts in similar actions, the Court finds counsel's requested fee award is reasonable and therefore it is approved.

C. Other Costs and Expenses

Plaintiff's counsel requests litigation costs in the amount of $25,890.55. This is supported by counsel David Keledjian's declaration and is below the $27,000.00 provided for in the settlement. Thus, this amount appears reasonable and is approved.

Administration costs in the amount of $5,739 is supported by the declaration of Denise Islas, a Senior Director of Client Services for Simpluris, and it is approved.

Finally, Plaintiff requests an enhancement award in the amount of $10,000.

The rationale for such awards in class actions is that named plaintiffs "should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class," considering "1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation." (*Cellphone Termination Fee Cases* (2010) 186

Cal.App.4th 1380, 1394–1395, internal citations and quotations omitted.) These considerations apply equally in the PAGA context.

To support her request for an enhancement award, Plaintiff provides a declaration in which she states that she spent at least 25 hours on this matter which includes: researching the issues, providing information to counsel, gathering documents, identifying potential witnesses, preparing for the mediation session, reviewing the settlement documents, and communicating with counsel. (Plaintiff's Declaration ("Decl."), ¶ 10.) She further states she considered the personal, professional, and financial risk in participating in this action. (Plaintiff's Decl., ¶¶ 11-12.) The Court finds Plaintiff is entitled to an enhancement award and the amount requested is reasonable and thus, it is approved.

XXV. ADMINISTRATION PROCESS

Pursuant to the terms of the Settlement Agreement, within 30 days of Court approval of its terms, Defendant will provide settlement administrator Simpluris with a list of all Aggrieved Employees with the relevant identifying information (including the last known home address) and the number of pay periods worked. Defendant shall fund the gross settlement amount as follows: (1) 50% within 60 days of the Court's order approving the settlement; and (2) the remaining 50% 6 months after the initial payment. No later than 14 days after Defendant funds the gross settlement amount, Simpluris will mail checks for all individual PAGA payments, the LWDA PAGA payment, the administration expenses, attorneys fees and litigation costs, and Plaintiff's enhancement award. Any checks returned as non-deliverable will promptly be re-mailed to the forwarding address provided; if none is, Phoenix will attempt to locate one using a skip trace or other search method. Any checks returned as undeliverable or that remain uncashed after 180 days will be transmitted to *cy pres* beneficiary the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. These administrative procedures are appropriate and are approved.

XXVI. ORDER AND JUDGMENT

Plaintiff's motion for approval of the parties' PAGA settlement is GRANTED. The covered individuals are: any individual who was directly employed by Defendant in California as a non-exempt, hourly, employee who worked for Defendant during the PAGA Period.

Judgment shall be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Plaintiff and the Aggrieved Employees shall take from the PAGA claim in their FAC only the relief set forth in the parties' settlement agreement and this order and judgment. The Court retains jurisdiction over the parties to enforce the terms of the PAGA settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **December 3, 2026 at 2:30 P.M.** in Department 22. At least ten court days before the hearing, Plaintiff's counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted the *cy pres* beneficiary; the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel may appear at the compliance hearing remotely.

The Court will prepare the order.

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