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David W. Slayton,  
Executive Officer/Clerk of Court,  
By R. Lozano, Deputy Clerk

Attorneys for Plaintiff and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES**

SANDRA CORDOBA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

HANSON DISTRIBUTING COMPANY, INC.  
DBA HMC / HANSON MERRILL CORP, a  
California corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 19STCV02575

) [Assigned for All Purposes to the Honorable Elaine  
) Lu, Dept. 9]

) **CLASS ACTION**

) **NOTICE OF ENTRY OF ORDER**  
) **REGARDING PLAINTIFF'S MOTION FOR**  
) **PRELIMINARY APPROVAL & MOTION TO**  
) **ENFORCE SETTLEMENT AGREEMENT**

) Date: January 29, 2025  
) Time: 8:30 a.m.  
) Department: 9

) Complaint Filed: January 29, 2019  
) Trial Date: None Set

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


2                   **PLEASE TAKE NOTICE THAT** on January 29, 2025, the Honorable Elaine Lu in  
3 Department 9 of the Los Angeles Superior Court of California located at 312 North Spring Street,  
4 California, 90012 ruled as follows:

- 5                   • Plaintiff's Motion for Preliminary Approval of Class Action Settlement filed on  
6                   December 30, 2024 is **GRANTED**.
- 7                   • Plaintiff's Motion for Final Approval of Class Action Settlement must be filed and served  
8                   by May 14, 2025.
- 9                   • A Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval is  
10                  scheduled for May 21, 2025 at 08:30 a.m. in Department 9 at Spring Street Courthouse.
- 11                  • A Hearing on Motion for Final Approval of Settlement is scheduled for  
12                  June 18, 2025 at 10:00 a.m. in Department 9 at Spring Street Courthouse.
- 13                  • Plaintiff's Motion to Enforce Settlement Agreement is **DENIED WITHOUT**  
14                  **PREJUDICE**.
- 15                  • The Court ordered Plaintiff to give notice.

16                  A true and correct copy of the Final Ruling Re: Motion for Preliminary Approval of Class Action  
17 Settlement attached hereto as "**Exhibit A**" and Court's Minute Order attached hereto  
18 as "**Exhibit B**".

19  
20 Date: February 4, 2025

**PARRIS LAW FIRM**

21  
22 By:   
23                  Ryan A. Crist  
24                  Attorneys for Plaintiff  
25                  and the Putative Class  
26  
27  
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## **EXHIBIT “A”**

01/29/2025

David W. Slybia, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

**FINAL RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

**Sandra Cordoba v. Hanson Distributing Company, Inc.**

**Case No.: 19STCV02575**

**Department SSC-9**

**Hon. Elaine Lu**

**Hearing: January 29, 2025**

Plaintiffs' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable. The Court hereby grants preliminary approval of: (1) the Settlement Agreement attached as Exhibit 1 to the Further Supplemental Declaration of Kitty K. Szeto filed April 18, 2024; and (2) the Class Notice form attached as Exhibit 8 to the Declaration of Ryan A. Crist filed December 30, 2024.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is **\$1,800,000**, non-reversionary. (¶11)
- B. The Net Settlement Amount is the GSA minus the following:
  - Up to **\$630,000** (35%) for attorney fees (¶14);
  - Up to **\$225,000** for litigation costs (*Ibid.*);
  - Up to **\$15,000 total** (\$10,000 to Plaintiff Cordoba and \$5,000 to Plaintiff Vidal) for Service Payments to the Named Plaintiffs (¶15);
  - Up to **\$32,150** for settlement administration costs (¶17); and
  - Payment of **\$100,000** PAGA Penalty (75% or \$75,000 to the LWDA). (¶23)
- C. Defendant's payment of all employer-side payroll taxes in addition to and separately from the GSA. (¶11)
- D. Plaintiffs' release of Defendants from claims described herein.

Plaintiffs' Motion for Final Approval of Class Action Settlement must be filed by **May 14, 2025**, and shall be heard on **June 18, 2025, 10:00 AM, Department 9**. Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

Plaintiffs' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single** document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

**A Non-Appeal Case Review Re Filing of Motion for Final Approval of Class Action Settlement is set for May 21, 2025, 8:30 a.m., Department 9.**

Plaintiffs' Motion to Enforce Settlement Agreement is **DENIED WITHOUT PREJUDICE**. If Plaintiff seeks to enforce Court orders or specific terms of the Settlement Agreement, Plaintiff may file a renewed motion clearly specifying what term(s) Plaintiffs seek to enforce.

**BACKGROUND**

Plaintiffs Sandra Cordoba and Joanna Vidal sue their former employer, Defendant Hanson Distributing Company DBA HMC / Hanson Merrill Corp., for alleged wage and hour violations. Plaintiffs seek to represent a class of Defendant's current and former non-exempt employees.

On January 29, 2019, Plaintiff Cordoba filed a wage-and-hour class action against Defendant alleging causes of action for: (1) unpaid overtime (Labor Code §§ 510, 1198); (2) unpaid meal period premiums (Labor Code §§ 226.7, 512(a)); (3) unpaid rest period premiums (Labor Code § 226.7); (4) unpaid minimum wages (Labor Code §§ 1194, 1197, 1197.1); (5) final wages not timely paid (Labor Code §§ 201, 202); (6) wages not timely paid during employment (Labor Code § 204); (7) non-compliant wage statements (Labor Code § 226(a)); (8) failure to keep requisite payroll records (Labor Code § 1184(d)); (9) unreimbursed business expenses (Labor Code §§ 2800, 2802); and (10) violation of Business & Professions Code §§ 17200, et seq. ("*Cordoba Class Action*").

On December 5, 2019, Plaintiff Cordoba and Defendant participated in a full-day private mediation session with the Honorable John L. Wagner (Ret.) to mediate the *Cordoba Class Action*, and did not settle that day.

On May 14, 2020, Plaintiff Vidal filed a representative action pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA") based on the Labor Code violations alleged in the *Cordoba Class Action* (Case No. 20PSCV00322) ("*Vidal PAGA Action*").

The parties engaged in written and deposition discovery in the *Cordoba Class Action* over the next several years. On May 8, 2023, Plaintiff Cordoba filed her Motion for Class Certification.

The parties participated in two subsequent private mediation sessions with Steve Pearl, Esq. on August 17, 2023 and on November 29, 2023, which resulted in settlement. On December 18, 2023, the parties stipulated to continue the hearing date of Plaintiff's motion for class certification due to the parties having reached the settlement.

The terms of settlement are finalized in the long-form *Class Action and PAGA Settlement Agreement* ("Settlement Agreement"), a copy of which is attached to the Declaration of Kitty K. Szeto filed February 1, 2024 ("Szeto Decl.") as Exhibit 1. Counsel subsequently filed additional copies of the Settlement Agreement signed by all parties. All references below are to the fully-executed agreement attached to the Further Supplemental Declaration of Kitty K. Szeto filed April 18, 2024.

On July 1, 2024, the Court e-served on Case Anywhere a “checklist” to the parties pertaining to deficiencies in the proposed settlement.

Class Counsel asserts that on or about July 9, 2024, Defendant failed to make payments that were due under the settlement agreement. Defendant informed the Court that it was no longer able to fund the settlement. On August 20, 2024, the Court held a hearing regarding the status of the class action settlement and Defendant’s stated inability to make payments according to the settlement terms. During the hearing, the Court ordered Defendant to file a declaration by September 10, 2024 “regarding Defendant’s condition, including evidence such as tax returns, balance sheets, any documents showing cash flow.” On September 10, 2024, Defendant filed a Declaration of Daniel L. Hanson, along with supporting exhibits conditionally under seal. The documents Defendant produced in support of declaration included loan summaries and a cash flow sheet from 2024.

On December 30, 2024, Plaintiffs re-filed their Motion for Preliminary Approval and its supporting documents. A revised proposed Class Notice form addressing the Court’s checklist issues is attached as Exhibit 8 to the Declaration of Ryan A. Crist filed December 30, 2024.

Now before the Court is Plaintiffs’ Motion for Preliminary Approval of the Settlement Agreement.

### **DEFENDANT’S NON-OPPOSITION AND EVIDENTIARY OBJECTIONS**

On January 9, 2025, Defendant filed a Response to Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and to Enforce Settlement Agreement. In its January 9, 2025 response, Defendant states that “Defendant Hanson Distributing Company (“Defendant” or “Company”) does not oppose the Court granting preliminary approval of the proposed Class Action Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the Declaration of Ryan A. Crist (“Crist Decl.”). Defendant does not oppose the Court approving the proposed Notice of Class Action Settlement, attached as Exhibit 8 to the Crist Decl. Defendant does not oppose setting June 18, 2025, as the hearing date to consider final approval of the Settlement Agreement.” (Defendant’s Response p. 2.) Defendant further asserts that Defendant’s default on payments under the Settlement Agreement does not prevent the Court from determining whether the terms of the Class Action Settlement Agreement are fair and reasonable. Moreover, Defendant indicates that “Defendant will continue to reasonably cooperate within its ability with the Plaintiff to secure final approval of the Settlement Agreement.” (Defendant’s Response p. 2.) Thus, it is clear that Defendant does not oppose Plaintiff’s Motion for Preliminary Approval.

Defendant has, however, filed objections to several portions of the Declaration of Ryan A. Crist filed on December 30, 2024 in support of Plaintiffs’ motion for preliminary approval. There is no statutory basis for evidentiary objections to a motion for preliminary approval or the declarations filed in support of it. Moreover, these objections are unnecessary because the court, when reviewing the evidence, is presumed to ignore material it knows it incompetent, irrelevant, or inadmissible. (*In re Marriage of Davenport* (2011) 194 Cal. App. 4th 1507, 1526.) Courts are presumed to know and apply the correct statutory and case law and to be able to distinguish admissible from inadmissible evidence, relevant from irrelevant facts, and to recognize those facts which properly may be considered in the judicial decision-making process. (*People v. Coddington* (2000) 23 Cal.4th 529, 644.) Finally, the Court has reviewed the objections and finds that Defendant’s objections are inapposite and have no bearing as to whether the Court

should grant preliminary approval for the Parties' Class Action Settlement. Accordingly, the Court declines to rule on Defendant's evidentiary objections.

### **SETTLEMENT CLASS DEFINITION**

- "Class" shall mean all current and former hourly-paid or non-exempt California based employees employed by Defendants within the State of California at any time during the Class Period. (¶6)
- "Class Period" shall mean January 29, 2015 through October 15, 2023. (¶5)
- "Aggrieved Employees" shall mean all current and former hourly-paid or non-exempt California based employees employed by Defendants within the State of California at any time during the PAGA Period. (¶8)
- "PAGA Period" shall mean March 10, 2019 through October 15, 2023. (¶7)

### **TERMS OF SETTLEMENT AGREEMENT**

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$1,800,000**, non-reversionary. (¶11)
- The Net Settlement Amount ("Net") (**\$797,850**) is the GSA minus the following:
  - Up to **\$630,000** (35%) for attorney fees (¶14);
  - Up to **\$225,000** for litigation costs (*Ibid.*);
  - Up to **\$15,000 total** [\$10,000 to Pl. Cordoba; \$5,000 to Pl. Vidal] for Service Payments to the Named Plaintiffs (¶15);
  - Up to **\$32,150** for settlement administration costs (¶17); and
  - Payment of **\$100,000** PAGA Penalty (75% or \$75,000 to the LWDA). (¶23)
- Defendants shall pay all employer-side payroll taxes in addition to and separately from the GSA. (¶11)
- There is no claim form requirement. (Notice p. 1)
- Individual Settlement Payment Calculation: The Third-Party Administrator shall calculate each Class Member Payment by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all participating Class Members during the Class Period and (b) multiplying the result by each participating Class Member's workweeks worked during the Class Period. (¶21)
  - PAGA Payments: The Third-Party Administrator shall calculate each Aggrieved Employee Payment by (a) dividing the amount of the Aggrieved Employee's 25% share of PAGA Penalties, \$25,000.00 by the total number of workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's workweeks during the PAGA Period. (¶23)
  - Tax Allocation: Participating Class Member's Individual Class Payments will be allocated as follows: 50% as wages, 50% as interest and penalties. (¶22) The Administrator will report the Aggrieved Employee Payments on IRS 1099 Forms. (¶23)
- Response Deadline: Class Members will have 45 days from the mailing of the Notice to object or opt out of the settlement by submitting a written notice of objection or opt out to the Third-Party Administrator. (Revised Notice, sections 7-8.)

- If 5% or more Class Members exercise their rights to exclude themselves and opt out of the Settlement, Defendants have the right (but not the obligation) to void the Settlement Agreement. (¶34)
- **Funding of Settlement:** Defendants shall electronically wire the GSA to the Qualified Settlement Fund ("QSF") established by the Third-Party Administrator according to the payment schedule detailed at Settlement Agreement ¶12. [Summary: 8 quarterly payments of \$75,000 from 3/15/24 to 12/15/25; then 8 quarterly payments of \$150,000 from 3/15/2026 to 12/15/2027.] Defendants were supposed to begin making quarterly payments on the Due Dates even if the Court has not yet granted preliminary or final approval of the Settlement Agreement.
- **Disbursement:** There will be four (4) annual disbursements of the QSF. The Third-Party Administrator shall disburse, pro rata, the total outstanding amount in the QSF no later than December 31st of each payment year. (¶13)
  - The Third-Party Administrator shall issue the annual pro rata allocation of Class Member Payments directly to the Class Members no later than five (5) calendar days after receipt of the December 15th payment each year. (¶16) The same timeline applies to the annual distribution of attorney fees and representative awards each year. (¶¶14-15)
- **Uncashed Settlement Checks:** Class Members and Aggrieved Employees shall have one hundred and twenty (120) days to cash their settlement checks. Any settlement checks not cashed after 120 days from the date of mailing of the checks shall be sent to the State of California Unclaimed Property Fund in the Class Members' or Aggrieved Employees' names. (¶26)
- The settlement administrator will be ILYM Group, Inc. (¶4)
- The proposed Settlement Agreement was submitted to the LWDA on February 1, 2024. (Szeto Decl., Exhibit 12.)
- Participating class members and the named Plaintiffs will release certain claims against Defendant. (See further discussion below)

## **ANALYSIS OF SETTLEMENT AGREEMENT**

### **1. Does a presumption of fairness exist?**

1. Was the settlement reached through arm's-length bargaining? On December 5, 2019, Plaintiff Cordoba and Defendant participated in a full-day private mediation session with the Honorable John L. Wagner (Ret.) to mediate the *Cordoba* Class Action, and did not settle that day. (Szeto Decl. ¶10.) After Plaintiff Cordoba filed her Motion for Class Certification, the parties participated in two subsequent private mediation sessions with Steve Pearl, Esq. on August 17, 2023 and on November 29, 2023, which resulted in settlement. (*Id.* at ¶13.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that the parties engaged in written and deposition discovery in the Cordoba Class Action for several years. (*Id.* at ¶11.) Counsel further represents that their discovery and investigation included, among other things, (a) the exchange of discovery; (b) inspection and analysis of time punches; (c) inspection and analysis of documents; (d) interviews of numerous class members; (e) analysis of potential class-wide damages; (f) research into the law concerning Defendant's defenses; and (g) research of the applicable law with respect to the claims asserted in the actions and the potential defenses thereto. (*Id.* at ¶14.)



Counsel also asserts that Defendant's "dire" financial condition primarily drove the settlement and that Defendant's condition was confirmed by an independent financial analysis conducted by former United States Bankruptcy Judge Mitchel Goldberg (Ret.). (*Id.* at ¶21.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶30, Exhibit 11; Declaration of Vartan Madoyan ¶7.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

**CONCLUSION:** The settlement is entitled to a presumption of fairness.

## **2. Is the settlement fair, adequate, and reasonable?**

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

<b>Violation</b>	<b>Maximum Exposure</b>
Meal and Rest Break Violations	\$2,759,444.16
Unpaid Off-the-Clock Wages	\$4,139,166.24
Wage Statement Violations	\$6,520,000.00
Waiting Time Penalties	\$5,382,912.00
PAGA Penalties	\$10,867,600.00
<b>Total</b>	<b>\$29,669,122.40</b>

(Szeto Decl. ¶20.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."))

4. Amount offered in settlement. Class Counsel estimated Defendant's maximum damages at \$29,669,122.40. Class Counsel obtained a \$1,800,000 non-reversionary settlement. This is approximately 6.1% of Plaintiffs' estimated maximum recovery which, given the uncertain outcomes and Defendant's financial condition, is within the "ballpark" of reasonableness.

The \$1,800,000 settlement amount, after reduced by the requested deductions, leaves approximately \$797,850 to be divided among approximately 1,630 class members. Assuming full participation, the resulting payments will average approximately \$489.47 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

### **3. Scope of the release**

Release by Class Members and Aggrieved Employees. Upon the Third-Party Administrator's receipt of the full Gross Settlement Amount on December 15, 2027, all Class Members who do not timely opt out of the Settlement and all Aggrieved Employees shall fully release and discharge the Released Parties of any and all past, present claims, complaints, demands, liabilities, debts, obligations, liens, costs, attorneys' fees, promises, losses or damages that were alleged in the Actions, and/or could have been alleged in the Actions based on the facts, theories, and/or claims alleged in the operative Complaints in each of the Actions, or Plaintiff Vidal's PAGA Notice, which arose during the Class Period and/or the PAGA Period. This includes, but is not limited to, a release of all claims which arose during the Class Period and/or the PAGA Period for unpaid minimum wages, meal and rest period premiums, unpaid overtime, untimely wages during employment, untimely wages at separation, wage statements, off the clock, waiting time penalties, unreimbursed business expenses, all PAGA penalties relating to the same, and unfair competition. (§35)

- PAGA Release: After the Court's judgment is final, and Defendant has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant based on the PAGA Period and facts alleged in the Action and resolved by this Settlement. (Notice, section 10)
- "Released Parties" means Defendants and each of their parent, predecessor, subsidiary entities, and each of their shareholders, managers, officers and directors. (§10)
- Named Plaintiffs will also provide a general release and CC § 1542 waiver. (§36)

### **4. May conditional class certification be granted?**

#### **1. Standards**

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

## 2. Analysis

a. Numerosity. There are approximately 1,630 class members. (MPA at 9:22-25.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is “precise, objective and presently ascertainable.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendants’ records. (MPA at 9:26-10:2.)

c. Community of interest. “The community of interest requirement involves three factors: ‘(1) predominant common 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.’” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to commonality, Plaintiffs allege that common issues of fact and law sufficiently predominate for purposes of settlement for the following theories: (1) Defendant’s workload and shipping deadlines deprive employees of timely and full meal and rest breaks, (2) Defendant prospective meal period waivers are unlawful, (3) Defendant’s walking-time requirements infringe on rest breaks, (4) Defendant fails to pay employees for necessary time spent at the time clocks, (5) Defendant systemically cheats employees out of all hours worked, (6) Defendant fails to incorporate non-discretionary payments into the regular rate of pay, and (7) Defendant artificially hides break violations and fails to maintain adequate records. (MPA at 10:19-26.)

As to typicality, each Plaintiff represents that she was employed by Defendant and has the same claims as those alleged on behalf of the class. (Declaration of Sandra Cordoba ¶¶3-4; Declaration of Joanna Vidal ¶2.)

As to adequacy, each Plaintiff represents that she is aware of the duties and risks of serving as class representative and has participated in the litigation. (Declaration of Sandra Cordoba ¶¶11-12; Declaration of Joanna Vidal ¶¶8-9.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

**CONCLUSION:** The class may be conditionally certified since the prerequisites of class certification have been satisfied.

## 5. Is the notice proper?

1. Content of class notice. The revised proposed Class Notice form addressing the Court’s checklist issues is attached as Exhibit 8 to the Declaration of Ryan A. Crist filed December 30, 2024. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be given in English and Spanish. (Szeto Decl. ¶2)

2. Method of class notice.

Within ten (10) calendar days of notice of the Court's entry of an order granting preliminary approval of this Settlement Agreement, Defendant shall provide to the Third-Party Administrator a confidential Settlement Member List which includes each Class Member and Aggrieved Employees' first and last name, last known mailing address, telephone number, social security number, dates of employment during the Class Period and PAGA Period, workweeks during the Class Period, and workweeks during the PAGA Period. To protect privacy rights of Class Members and Aggrieved Employees, all information provided to the Third-Party Administrator shall be kept confidential and shall not be disclosed, either in writing or orally, by the Third-Party Administrator, except that the Third-Party Administrator will disclose to Class Counsel within three (3) business days of receipt of the Settlement Member List that the list has been received and state the total number of Class Members, the total number of Aggrieved Employees, the total number of workweeks during the Class Period, and the total number of workweeks during the PAGA Period. (§27)

Within fourteen (14) business days after receipt of the confidential Settlement Member List, the Third-Party Administrator shall send the Notices as approved by the Court to the Class Members. (§28)

The Third-Party Administrator will use the United States Postal Service National Change of Address ("NCOA") List to verify the accuracy of all addresses on the Settlement Member List before the initial mailing date to ensure that the Notices are sent to all Class Members and Aggrieved Employees at the addresses most likely to result in immediate receipt of the Notice. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Class Members and Aggrieved Employees received the Notice. With respect to any returned envelopes, the Third-Party Administrator will perform a routine skip trace procedure to obtain a current address and, if an updated address is located, shall then re-mail the envelope to such address within three (3) court days of the receipt of the returned envelope. (§29) The response deadline will be extended 10 calendar days for re-mailed notices. (§§32-33)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **\$32,150**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

## **6. Attorney fees and costs**

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **\$630,000** (35%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Fee Split: The Parris Law Firm and Lawyers for Justice, PC, have agreed to split the attorneys fees recovered in this matter. Both Plaintiff Cordoba and Vidal have been advised of precise split and agreed to the fee sharing agreement in writing. (Declaration of Ryan A. Crist filed 12/30/2024, ¶13.)

Class Counsel should also be prepared to justify the costs sought (capped at **\$225,000**) by detailing how they were incurred.

## **7. Incentive Awards**

The Settlement Agreement provides for enhancement awards of up to **\$10,000** to Plaintiff Cordoba and **\$5,000** to Plaintiff Vidal. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit . . . .’” (*Id.* at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

## **MOTION TO ENFORCE SETTLEMENT**

In addition to moving for preliminary approval of the class action settlement, Plaintiff seeks to enforce the terms of the Settlement Agreement under Code of Civil Procedure § 664.6. Section 664.6 provides that “[i]f parties to pending litigation stipulate, in a writing signed by the parties outside of the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, *may enter judgment* pursuant to the terms of the settlement.” (CCP § 664.6 [italics added].) “A section 664.6 motion is appropriate, however, even when issues relating to the binding nature or terms of the settlement are in dispute, because, in ruling upon the motion, the trial court is empowered to resolve these disputed issues and ultimately determine whether the parties reached a binding mutual accord as to the material terms.” (*In re Marriage of Assemi* (1994) 7 Cal.4th 896, 905.)

While it may have made sense for Plaintiffs to have filed the instant motion when they felt uncertain whether Defendant would move forward with the Class Action Settlement or would instead seek to withdraw from the negotiated Class Action Settlement, it is now clear that Defendant does not oppose moving forward with the Class Action Settlement. By way of the instant motion for preliminary approval, Plaintiff is already seeking to enter judgment pursuant

to the terms of the Settlement Agreement. (See e.g., Cal. Rules of Court, Rule 3.769(h) [“If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment.”].) In its response to Plaintiffs’ Motion for preliminary approval of the Class Action Settlement, Defendant states that it will cooperate – to the best of its ability – with Plaintiffs’ efforts to obtain final approval of the Class Action Settlement. In light of the lack of any opposition from Defendant to approval of the parties’ Class Action Settlement, enforcement of specific terms of the Settlement Agreement under section 664.6 is unnecessary.

Other than an order granting preliminary approval of the Settlement, it is unclear what terms Plaintiffs seek to enforce. Plaintiffs fail to specify what term(s) Plaintiffs seek to enforce. The relief that section 664.6 provides – entry of judgment – is premature at this juncture because the Court cannot enter judgment on the Class Action Settlement until the Court grants final approval thereof. As noted above, the Court is granting Plaintiffs’ concurrent request for preliminary approval of the Class Action Settlement, which is a necessary prerequisite before the Court can grant final approval and ultimately enter judgment.

Accordingly, Plaintiffs’ motion to enforce settlement agreement is DENIED WITHOUT PREJUDICE. If Plaintiff seeks to enforce Court orders or specific terms of the Settlement Agreement, Plaintiff may file a renewed motion clearly specifying what term(s) Plaintiffs seek to enforce.

### **CONCLUSION AND ORDER**

Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable. The Court hereby grants preliminary approval of: (1) the Settlement Agreement attached as Exhibit 1 to the Further Supplemental Declaration of Kitty K. Szeto filed April 18, 2024; and (2) the Class Notice form attached as Exhibit 8 to the Declaration of Ryan A. Crist filed December 30, 2024.

The essential terms are:

- A. The Gross Settlement Amount (“GSA”) is **\$1,800,000**, non-reversionary. (¶11)
- B. The Net Settlement Amount is the GSA minus the following:
  - Up to **\$630,000** (35%) for attorney fees (¶14);
  - Up to **\$225,000** for litigation costs (*Ibid.*);
  - Up to **\$15,000 total** (\$10,000 to Plaintiff Cordoba and \$5,000 to Plaintiff Vidal) for Service Payments to the Named Plaintiffs (¶15);
  - Up to **\$32,150** for settlement administration costs (¶17); and
  - Payment of **\$100,000** PAGA Penalty (75% or \$75,000 to the LWDA). (¶23)

C. Defendant's payment of all employer-side payroll taxes in addition to and separately from the GSA. (§11)

D. Plaintiffs' release of Defendants from claims described herein.

Plaintiffs' Motion for Final Approval of Class Action Settlement must be filed by **May 14, 2025**, and shall be heard on **June 18, 2025, 10:00 AM, Department 9**. Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

Plaintiffs' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single** document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

**A Non-Appeal Case Review Re Filing of Motion for Final Approval of Class Action Settlement is set for May 21, 2025, 8:30 a.m., Department 9.**


Plaintiffs' motion to enforce settlement agreement is **DENIED WITHOUT PREJUDICE**. If Plaintiff seeks to enforce Court orders or specific terms of the Settlement Agreement, Plaintiff may file a renewed motion clearly specifying what term(s) Plaintiffs seek to enforce.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES AND FILE PROOF OF SERVICE OF SUCH WITHIN 10 DAYS.

IT IS SO ORDERED.

DATED: January 29, 2025



  
Elaine Lu  
Judge of the Superior Court  
~~Elaine Lu / Judge~~

## **EXHIBIT “B”**



**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 9

**19STCV02575**

**SANDRA CORDOBA vs HANSON DISTRIBUTING  
COMPANY, INC.**

January 29, 2025

8:30 AM

Judge: Honorable Elaine Lu  
Judicial Assistant: R. Arraiga  
Courtroom Assistant: M. Tavakoli

CSR: None  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

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**NATURE OF PROCEEDINGS:** Hearing on Motion for Preliminary Approval of Settlement  
And To Enforce Settlement Agreement;

The matter is **NOT** called for hearing.

The Court's tentative ruling was served on the parties via Case Anywhere this date prior to the  
matter being called for hearing.

The parties submitted to the Court's tentative ruling via the Case Anywhere message board prior  
to the matter being called for hearing.

The Court now adopts its tentative **RULING RE: MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT** as the final order of the court. Said ruling  
is filed this date and is incorporated into the case file.

The Court's ruling is as follows:

**The Plaintiff Sandra Cordoba's Notice of Motion and Motion for Preliminary Approval of  
Class Action Settlement and to Enforce Settlement Agreement; Memorandum of Points  
and Authorities filed by Sandra Cordoba on 12/30/2024 is Granted.**

The motion is **GRANTED** as the settlement is fair, adequate, and reasonable.

Plaintiffs' Motion for Final Approval of Class Action Settlement must be filed and served by  
**May 14, 2025.**

Plaintiffs' Motion for Final Approval of Class Action Settlement must include a concurrently  
lodged **single** document that constitutes a [Proposed] Order and Judgment containing among

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 9

**19STCV02575**

**SANDRA CORDOBA vs HANSON DISTRIBUTING  
COMPANY, INC.**

January 29, 2025

8:30 AM

Judge: Honorable Elaine Lu  
Judicial Assistant: R. Arraiga  
Courtroom Assistant: M. Tavakoli

CSR: None  
ERM: None  
Deputy Sheriff: None

---

other things, the class definition, full release language, and names of the any class members who opted out.

If the motion is **NOT** filed and served by said date, subsequently an Order to Show Cause Re: Sanctions hearing may be set.

**A Non-Appearence Case Review Re: Filing and Serving of Motion for Final Approval is scheduled for 05/21/2025 at 08:30 AM in Department 9 at Spring Street Courthouse.**

Plaintiffs' Motion to Enforce Settlement Agreement is **DENIED WITHOUT PREJUDICE**. If Plaintiff seeks to enforce Court orders or specific terms of the Settlement Agreement, Plaintiff may file a renewed motion clearly specifying what term(s) Plaintiffs seek to enforce.

**A Hearing on Motion for Final Approval of Settlement is scheduled for 06/18/2025 at 10:00 AM in Department 9 at Spring Street Courthouse.**

When the parties submitted to the Court's tentative ruling, Plaintiff was ordered to download the Minute Order and the signed Final Order from the Court's website and to give notice to all parties and file proof of service of such within 10 days.

**PROOF OF SERVICE**  
1013A(3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 43364 10<sup>th</sup> Street West, Lancaster, California 93534.

On February 4, 2025, I served the foregoing document described as **NOTICE OF ENTRY OF ORDER REGARDING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL & MOTION TO ENFORCE SETTLEMENT AGREEMENT** as follows:

Anthony J. Zaller, Esq.

[azaller@zallerlaw.com](mailto:azaller@zallerlaw.com)

Anne McWilliams, Esq.

[amcwilliams@zallerlaw.com](mailto:amcwilliams@zallerlaw.com)

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**LAWYERS FOR JUSTICE**

450 N. Brand Blvd., Suite 900

Glendale, California 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

*Co-Counsel for Plaintiff Sandra Cordoba*

[ X ] **BY ELECTRONIC SERVICE as follows:** Based on an agreement of the parties to accept personal service by electronic transmission, I caused the document to be sent to the person at the electronic notification address listed above.

Executed on February 4, 2025, at Lancaster, California.

[ X ] I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Yosselin Contreras