

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

ALBERTO CONCHAS JIMENEZ, individually, and on behalf of all others similarly situated, Plaintiff, v. THE CASTINE GROUP, et al., Defendants.) Case No.: 21CV375173)) ORDER GRANTING PLAINTIFFS’) MOTION FOR PRELIMINARY APPROVAL) OF CLASS ACTION AND PAGA) SETTLEMENT))) Dept. 7)))
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This is a putative class and Private Attorneys General Act (“PAGA”) action. Plaintiff Alberto Conchas Jimenez alleges that Defendant The Castine Group (“Defendant”), which provides electrical construction work to clients throughout Northern California, committed various wage and hour violations. Before the Court is Plaintiff’s motion for preliminary approval of settlement, which is unopposed. For the reasons discussed below, the Court GRANTS Plaintiff’s motion.

I. BACKGROUND

According to the allegations of the operative First Amended Complaint (“FAC”), Plaintiff was employed by Defendant as an hourly-paid, non-exempt employee from approximately August 2019 to July 2020. (FAC, ¶ 8.) Plaintiff alleges that Defendant failed to:

1 pay for all hours worked (including minimum wage, straight time and overtime wages); provide
2 meal periods; authorize and permit employees to take rest periods; timely pay all final wages due
3 upon termination; reimburse expenses incurred by employees in the discharge of their duties; and
4 furnish accurate wage statements. (*Id.*, ¶¶ 14-19.)

5 Based on the foregoing allegations, Plaintiff initiated this action on January 12, 2021, and
6 filed the operative FAC on April 26, 2024, asserting the following causes of action: (1) failure to
7 pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide
8 meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final
9 wages at termination; (6) failure to provide accurate itemized wage statements; (7) unfair
10 business practices; and (8) penalties under PAGA.

11 Plaintiff now seeks an order: preliminarily approving the Class Action and PAGA
12 Settlement Agreement; certifying the Class for settlement purposes; approving the notice and the
13 plan for its distribution; appointing Plaintiff as Class representative for settlement purposes;
14 appointing Justin F. Marquez, Benjamin H. Haber, Daniel J. Kramer of Wilshire Law Firm, PLC,
15 as Class Counsel for settlement purposes; appointing ILYM Group, Inc. (“ILYM”) as the
16 settlement administrator; and scheduling a final approval hearing.

17 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

18 **A. Class Action**

19 Generally, “questions whether a [class action] settlement was fair and reasonable,
20 whether notice to the class was adequate, whether certification of the class was proper, and
21 whether the attorney fee award was proper are matters addressed to the trial court’s broad
22 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
23 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
24 260.)

1 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
2 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
3 complexity and likely duration of further litigation, the risk of maintaining class action status
4 through trial, the amount offered in settlement, the extent of discovery completed and the stage
5 of the proceedings, the experience and views of counsel, the presence of a governmental
6 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
7 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

8 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
9 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
10 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and
11 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
12 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
13 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
14 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
15 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
16 marks omitted.) The trial court also must independently confirm that “the consideration being
17 received for the release of the class members’ claims is reasonable in light of the strengths and
18 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
19 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
20 “provided with basic information about the nature and magnitude of the claims in question and
21 the basis for concluding that the consideration being paid for the release of those claims
22 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

23 **B. PAGA**

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

1 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
2 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
3 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
4 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
5 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
6 *Moriana* (2022) 596 U.S. 639.)

7 Similar to its review of class action settlements, the Court must “determine independently
8 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
9 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
10 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
11 remediate present labor law violations, deter future ones, and to maximize enforcement of state
12 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
13 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
14 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
15 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
16 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

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

23 **III. SETTLEMENT PROCESS**

24 Following the initiation of this action, the parties engaged in informal discovery, with
25 Defendant producing samples of time and pay records for class members, documents of its wage

1 and hour policies and practices during the Class period, and information regarding the total
2 number of current and former employees. In June 2022, Plaintiff was deposed by Defendant,
3 and several months later, Plaintiff deposed numerous individuals employed by Defendant. The
4 information obtained by Plaintiff through the foregoing efforts enabled his counsel, with the
5 assistance of an expert who prepared a damages analysis, to evaluate the probability of class
6 certification, success on the merits, and Defendant's maximum exposure. Plaintiff's counsel also
7 investigated the applicable law regarding the claims and defenses asserted in this action.

8 On December 6, 2021, the parties participated in private mediation with Lisa Klerman,
9 Esq., an experienced class action mediator; however, the parties were unable to resolve their
10 dispute. In September 1, 2022, then-defendant M.D.E. Electric Company ("M.D.E.") filed a
11 motion for summary judgment. On December 1, 2022, the Court denied M.D.E.'s motion.¹

12 On April 27, 2023, the parties participated in a remote mediation session with
13 experienced class action mediator Jason Marsili, Esq. After extensive negotiations the parties,
14 who were prepared to litigate their positions through trial and appeal if no settlement was
15 reached, were able to reach the settlement that is now before the Court.

16 **IV. SETTLEMENT PROVISIONS**

17 The non-reversionary gross settlement is \$485,000. Attorney's fees of up to \$161,666.67
18 (one-third of the gross settlement), litigation costs not to exceed \$50,000 and administration
19 costs not to exceed \$15,000 will be paid from the gross settlement. \$25,000 will be allocated to
20 PAGA penalties, 75% of which (\$18,750) will be paid to the LWDA, with the remaining 25%
21 (\$6,250) distributed, on a pro rata basis, to "Aggrieved Employees," who are defined as "all
22 current or former non-exempt employees who worked for the Castine Group in the State of
23 California from January 13, 2020, through the date of preliminary approval of the parties"

24
25 ¹ M.D.E. is no longer a party to the FAC.

1 settlement agreement by the Court.” Plaintiff will seek an service payment of not more than
2 \$10,000.

3 The estimated net settlement of approximately \$223,333 will be allocated, on a pro rata
4 basis based on the number of weeks worked during the Class period, to members of the “Class,”
5 which is defined as including “all current and former non-exempt employees of the Castine
6 Group who worked in California any time or times between January 12, 2017, through the date
7 of preliminary approval of the Parties’ settlement agreement by the Court ... excluding persons
8 who are currently represented by counsel and have a civil action pending, and ... any persons
9 who opt-out of the class.” For tax purposes, settlement payments will be allocated 23% to
10 wages, 10% to interest and 67% to penalties. Payments to the Aggrieved Employees will be
11 allocated 100% to penalties. Defendants will pay employer side payroll taxes separately from
12 the gross settlement amount. Funds associated with checks uncashed after 180 days will be
13 transmitted to *cy pres* beneficiary Legal Aid at Work.

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

15 all claims that were asserted in the Action, or that arise from or could have been asserted
16 based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures,
17 statements, omissions or failures to act alleged in Plaintiff’s Complaint, regardless of whether
18 such claims arise under federal, state and/or local law, statute, ordinance, regulation, common
19 law, or other source of law. The Released Claims specifically include, but are not limited to
20 Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, and 1197 and
21 the related IWC Wage Order No. 16-2001 and Business & Professions Code §§ 17200, et seq.,
22 and include claims based on alleged violations of these Labor Code and Wage Order provisions)
23 and all other claims, such as those under the California Labor Code, Wage Orders, regulations,
24 and/or other provisions of law, that could have been pleaded based on the facts asserted in the
25 Action, including: (1) failure to timely pay employees upon separation or discharge; (2) failure to

1 pay all wages due and owing for time worked; (3) failure to provide meal or rest periods of
2 compensation in lieu thereof, (4) failure to provide accurate itemized wage statements, (5) all
3 related violations of the applicable Wage Orders; (6) all related violations of California's unfair
4 competition law; and (7) interest, fees, and costs ("Released Claims"). The enumeration of these
5 specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that
6 were asserted in the Action or could have been asserted in the Action based on the facts and
7 circumstances alleged in any Complaint on file in the Action. Plaintiff's Release does not extend
8 to any claims and causes of actions related to the case entitled *Alberto Jimenez v. M.D.E. Electric*
9 *Company, Inc., et al.*, case number 21CV385485.

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

12 all claims for PAGA penalties that were asserted in the Action and PAGA Notice, or that
13 arose from or could have been asserted based on the facts, circumstances, transactions, events,
14 occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Operative
15 Complaint and PAGA Notice, and ascertained in the course of the Action. The Released PAGA
16 Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210,
17 226(a), 226.7, 351, 510, 512, 1174, 1194, 1194.2, 1197, 2698, and 2802, and the related
18 Industrial Welfare Commission Wage Orders, and include claims for PAGA penalties based on
19 alleged violations of these Labor Code and Wage Order provisions and all other claims for
20 PAGA penalties, such as those under the California Labor Code, Industrial Welfare Commission
21 Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on
22 the facts asserted in the Action, including: (1) failure to pay all wages due and owing for time
23 worked; (2) failure to pay overtime; (3) failure to provide meal or rest periods of compensation
24 in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) failure to timely pay
25

1 employees upon separation or discharge; (6) all related violations of the applicable Wage Orders;
2 and (7) interest, fees, and costs.

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

5 **V. FAIRNESS OF SETTLEMENT**

6 Based on available data, and the damages analysis prepared by its expert, Plaintiff's
7 counsel estimated Defendant's maximum exposure for each claim thusly: \$57,604.50 (off-the
8 clock violations); \$432,928.80 (unpaid overtime); \$848,534.16 (meal period violations);
9 \$857,211.16 (rest period violations); \$61,200 (unreimbursed business expenses); \$329,931.36
10 (waiting time penalties); \$174,850 (penalties for inaccurate wage statements); \$390,000 (PAGA
11 penalties). Counsel then calculated realistic damages, which totaled \$760,330.92, by reducing
12 the foregoing amounts by percentages ranging from 50% to 80% to account for: the difficulty of
13 obtaining class certification; the potential success of Defendant's arguments on the merits; the
14 difficulty of establishing the willfulness of Defendant's actions and proving the merits of each
15 claim; and the risk of losing at trial or on appeal.

16 Considering the portion of the case's value attributable to uncertain penalties, claims that
17 could be difficult to certify for class treatment, and the multiple, dependent contingencies that
18 Plaintiff would have had to overcome to prevail on his claims, the settlement, which represents
19 approximately 64% of the realistic maximum recovery estimated by Plaintiff's counsel, achieves
20 a good result for the class. For purposes of preliminary approval, the Court finds that the
21 settlement is fair and reasonable to the class, and the PAGA allocation is genuine, meaningful,
22 and reasonable in light of the statute's purposes.

23 Of course, the Court retains an independent right and responsibility to review the
24 requested attorney fees and award only so much as it determines to be reasonable. (See
25 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)

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1 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
2 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
3 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
4 reasonableness of a percentage fee through a lodestar calculation].)

5 **VI. PROPOSED SETTLEMENT CLASS**

6 Plaintiff requests that the following settlement class be provisionally certified:

7 [A]ll current and former non-exempt employees of the Castine Group who worked in
8 California any time or times between January 12, 2017, through the date of preliminary approval
9 of the Parties' settlement agreement by the Court, and excluding persons who are currently
10 represented by counsel and have a civil action pending, and also excluding any persons who opt-
11 out of the class.

12 **A. Legal Standard for Certifying a Class for Settlement Purposes**

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

18 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
19 (1) an ascertainable class and (2) a well-defined community of interest among the class
20 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
21 *Drug Stores*).) "Other relevant considerations include the probability that each class member
22 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
23 and whether the class approach would actually serve to deter and redress alleged wrongdoing."
24 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
25

1 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
2 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

3 In the settlement context, “the court’s evaluation of the certification issues is somewhat
4 different from its consideration of certification issues when the class action has not yet settled.”
5 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
6 settlement-only context, the case management issues inherent in the ascertainable class
7 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
8 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
9 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
10 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

11 **B. Ascertainable Class**

12 A class is ascertainable “when it is defined in terms of objective characteristics and
13 common transactional facts that make the ultimate identification of class members possible when
14 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
15 (*Noel*)). A class definition satisfying these requirements “puts members of the class on notice
16 that their rights may be adjudicated in the proceeding, so they must decide whether to intervene,
17 opt out, or do nothing and live with the consequences. This kind of class definition also
18 advances due process by supplying a concrete basis for determining who will and will not be
19 bound by (or benefit from) any judgment.” (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

20 “As a rule, a representative plaintiff in a class action need not introduce evidence
21 establishing how notice of the action will be communicated to individual class members in order
22 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
23 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
24 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
25 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178

1 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
2 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
3 own account records. No more is needed.”].)

4 Here, the estimated 72 class members are readily identifiable based on Defendant’s
5 records, and the settlement class is appropriately defined based on objective characteristics. The
6 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

7 **C. Community of Interest**

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

12 For the first community of interest factor, “[i]n order to determine whether common
13 questions of fact predominate the trial court must examine the issues framed by the pleadings
14 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
15 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict
16 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
17 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
18 jointly tried, when compared with those requiring separate adjudication, are so numerous or
19 substantial that the maintenance of a class action would be good for the judicial process and to
20 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
21 (*Lockheed Martin*).) “As a general rule if the defendant’s liability can be determined by facts
22 common to all members of the class, a class will be certified even if the members must
23 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)
24
25

1 Here, common legal and factual issues predominate. Plaintiff's claims all arise from
2 Defendant's wage and hour practices (and others) applied to the similarly-situated class
3 members.

4 As for the second factor, "[t]he typicality requirement is meant to ensure that the class
5 representative is able to adequately represent the class and focus on common issues. It is only
6 when a defense unique to the class representative will be a major focus of the litigation, or when
7 the class representative's interests are antagonistic to or in conflict with the objectives of those
8 she purports to represent that denial of class certification is appropriate. But even then, the court
9 should determine if it would be feasible to divide the class into subclasses to eliminate the
10 conflict and allow the class action to be maintained." (*Medrazo v. Honda of North Hollywood*
11 (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

12 Like other members of the class, Plaintiff was employed by Defendant as a non-exempt,
13 hourly-paid employee and alleges that he experienced the violations at issue. The anticipated
14 defenses are not unique to Plaintiff, and there is no indication that Plaintiff's interests are
15 otherwise in conflict with those of the class.

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

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

4 **D. Substantial Benefits of Class Certification**

5 “[A] class action should not be certified unless substantial benefits accrue both to
6 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
7 internal quotation marks omitted.) The question is whether a class action would be superior to
8 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
9 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
10 class action is proper where it provides small claimants with a method of obtaining redress and
11 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
12 120–121, internal quotation marks omitted.)

13 Here, there are an estimated 72 class members. It would be inefficient for the Court to
14 hear and decide the same issues separately and repeatedly for each class member. Further, it
15 would be cost prohibitive for each class member to file suit individually, as each member would
16 have the potential for little to no monetary recovery. It is clear that a class action provides
17 substantial benefits to both the litigants and the Court in this case.

18 **VII. NOTICE**

19 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
20 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
21 for class members to follow in filing written objections to it and in arranging to appear at the
22 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
23 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
24 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
25 members; (5) The resources of the parties; (6) The possible prejudice to class members who do

1 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
2 3.766(e).)

3 Here, the notice, which will be provided in both English and Spanish, describes the
4 lawsuit, explains the settlement, and instructs class members that they may opt out of the
5 settlement (except the PAGA component) or object. The gross settlement amount and estimated
6 deductions are provided, and Class members are informed of their qualifying workweeks as
7 reflected in Defendant’s records and are instructed how to dispute this information. Class
8 members are given 45 days to request exclusion from the class or submit a written objection to
9 the settlement. Regarding appearances at the final fairness hearing, the notice shall be further
10 modified to instruct class members as follows:

11 Although class members may appear in person, the judge overseeing this case encourages
12 remote appearances. (As of August 15, 2022, the Court’s remote platform is Microsoft Teams.)
13 Class members who wish to appear remotely should contact class counsel at least three days
14 before the hearing if possible. Instructions for appearing remotely are provided at
15 https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml
16 and should be reviewed in advance. Class members may appear remotely using the Microsoft
17 Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call
18 number for Department 7.

19 Turning to the notice procedure, as articulated above, the parties have selected ILYM as
20 the settlement administrator. The administrator will mail the notice packet within 14 days of
21 receiving relevant identifying information pertaining to all Class members from Defendant; this
22 information is to be provided within 30 days of preliminary approval of the settlement. Any
23 returned notices will be re-mailed to any forwarding address provided or better address located
24 through a member address search. Class members who receive a re-mailed notice will have an
25 additional 14 days to respond. These notice procedures are appropriate and are approved.


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1 **VIII. CONCLUSION**

2 Plaintiff's motion for preliminary approval is GRANTED. The final approval hearing
3 shall take place on **January 16, 2025** at 1:30 in Dept. 7. The following class is preliminarily
4 certified for settlement purposes:

5 [A]ll current and former non-exempt employees of the Castine Group who worked in
6 California any time or times between January 12, 2017, through the date of preliminary approval
7 of the Parties' settlement agreement by the Court, and excluding persons who are currently
8 represented by counsel and have a civil action pending, and also excluding any persons who opt-
9 out of the class.

10
11 DATED: July 26, 2024


CHARLES F. ADAMS
Judge of the Superior Court