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County of Santa Clara
22CV409087
By: tduarte

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

JANETE JONES, individually, and on behalf of all others similarly situated, Plaintiff, vs. NOAH'S NEW YORK BAGEL COMPANY, a Minnesota corporation; and DOES 1-10, inclusive, Defendants.	Case No. 22CV409087 ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT Dept. 7

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Janete Jones ("Jones") alleges that defendant Noah's New York Bagel Company ("Noah's"), her former employer, committed various wage and hour violations. The original complaint in this matter was filed on December 27, 2022. This case was consolidated with a separate PAGA action brought by Jones (case no. 23CV413369) on July 5, 2024. The operative consolidated first amended complaint ("FAC"), which added the PAGA cause of action to this case, was filed on July 17, 2024. The FAC alleges that Jones worked for Noah's as a baker for approximately two months in 2022. (See FAC at ¶ 7.) Now before the Court is Jones' motion for preliminary approval of settlement, filed on October 21, 2024. No opposition to the motion has been filed.

The joint status conference statement filed by the parties on April 9, 2025 indicates that Noah's does not oppose the motion. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative FAC, Jones was formerly employed by Noah's as an hourly paid, non-exempt employee. (See FAC at ¶ 2.) Jones alleges that Noah's failed to: pay employees for all hours worked, provide legally mandated meal and rest breaks, indemnify employees for necessary business expenses, pay overtime for missed or late meal and rest breaks, pay minimum wages, pay wages due upon termination or resignation, provide accurate and itemized wage statements, and failed to maintain accurate records of employee hours worked. (*Id*. at ¶ 4.)

Based on these allegations, the FAC alleges nine causes of action: (1) Failure to pay minimum wages; (2) Failure to pay overtime compensation; (3) Failure to provide meal periods; (4) Failure to authorize and permit rest breaks; (5) Failure to indemnify necessary business expenses; (6) Failure to timely pay final wages at termination; (7) Failure to provide accurate itemized wage statements; (8) Unfair business practices; and (9) PAGA penalties.

Jones now seeks an order to: preliminarily approve the parties' class action and PAGA settlement; approve the proposed class notice; certify the proposed class for settlement purposes; appoint Jones as class representative, appoint Jones' counsel, the Moon Law Group PC, as class counsel; appoint ILYM Group, Inc. as settlement administrator; and schedule a final approval hearing. (See Notice of Motion and Motion at p. i:8-16.)[1]

II. LEGAL STANDARDS 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*),

[1] The notice of motion and supporting memorandum were filed as one continuously paginated document.

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.)

B. PAGA

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.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation 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.)

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.) 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 v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 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.)

III. SETTLEMENT PROCESS

This action was initiated when the original complaint alleging wage and hour violations was filed on December 27, 2022. Noah's removed the case to federal court on February 9, 2023

and Jones then filed her separate PAGA action on April 3, 2023. The parties met and conferred regarding their respective positions, engaged in some informal discovery into Noah's time and payroll records, and agreed to participate in a private mediation with Steve Serratore, Esq. on February 27, 2024. The settlement agreement now before the court was reached that day. (See declaration of Plaintiff's counsel Kane Moon at ¶¶ 6-8. A copy of the proposed settlement agreement is submitted as exhibit 1 to this declaration.)

IV. SETTLEMENT PROVISIONS

The proposed class has an estimated 4,369 members and consists of all current and former non-exempt employees of Noah's who worked in California during the period from December 27, 2018 to August 12, 2024. (See Moon Decl. at ¶¶ 18 and 31; ex. 1 at p. 1:15-19 [defining "Class" and "Class Period"].)

The non-reversionary gross settlement amount is $4,400,000.00. (See Moon Decl. at ¶ 60; ex. 1 at pp. 7:15-8:7 [defining "Gross Settlement Amount" and explaining that no portion of this amount will revert to Noah's].) Attorney's fees of up to $1,466,666.66 (33 1/3 % of the gross settlement amount), litigation costs of up to $25,000, and settlement administration expenses of up to $30,000.00 will be paid from the gross settlement amount. Jones will receive a class representative payment of up to $7,500.00. $100,000 will be allocated to the PAGA Payment, 75% of which ($75,000) will be paid to the LWDA, with the remaining 25% ($25,000) being dispensed to "Aggrieved Employees" on a pro rata basis based on the number of pay periods worked during the "PAGA Period," December 25, 2021 through August 12, 2024. (See Moon Decl. at ¶¶ 13-15; ex. 1 at pp.1:28-2:15 and 8:10-11:7.).

The net settlement amount ($2,795,833.34) will be distributed to participating class members, all current and former non-exempt employees of Noah's who worked in California during the period from December 27, 2018 to August 12, 2024, for a gross average individual payment of $639.93. (See Moon Decl. at ¶ 31.) For tax purposes, settlement payments will be allocated 10% to wages and 90% to other income. The employer-side payroll taxes will be paid by Noah's separate from, and in addition to, the Gross Settlement Amount. (See Moon Decl., ex 1 at p. 8:10-27 and p. 11:8-23.)

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

> [A]ll claims for wages, statutory and civil penalties, damages and liquidated damages, interest, fees and costs that were alleged or could have been alleged arising out of the allegations in the operative Consolidated First Amended Complaint and PAGA Notice, which arose at any time during the Settlement Class Period and PAGA Period, including, but not limited to: (1) claims for failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to reimburse employees for business expenses; (6) failure to timely pay final wages at time of termination/end of employment; (7) failure to provide accurate itemized wage statements; (8) unfair business practices; (9) claims for penalties under the Private Attorney General Act for violation of California Labor Code sections 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174.5, 1194, 1195, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2802, or any applicable Wage Order.

(See Moon Decl., ex. 1, at pp. 2:23-3:6 [defining "Released Class Claims"].)

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

> [A]ll claims for civil penalties and any other available relief pursuant to PAGA, to the extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA in this Action on December 25, 2022, and arising during the PAGA period, including specifically, claims for PAGA penalties arising out of or based on alleged: failure to pay minimum wages, failure to pay overtime wages, failure to pay for off-the-clock work, failure to provide compliant meal periods, failure to provide compliant rest periods, failure to provide timely wages, failure to pay vacation wages, failure to provide suitable seating, failure to provide timely wages upon separation, failure to provide accurate itemized wage statements, failure to reimburse for business expenses, and/or failure to maintain accurate payroll records. This release includes all claims arising under the California Labor Code, including but not limited to Labor Code sections 200, 201, 202,

203, 204, 210, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 227.3, 432, 510, 512, 558, 1102.5, 1174, 1174(3), 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, and the applicable Wage Orders of the Industrial Welfare Commission.

(See Moon Decl., ex. 1 at p. 3:7-19.)

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.)

V. FAIRNESS OF SETTLEMENT

Based on an analysis of the records provided by Noah's, Jones' counsel estimated Noah's maximum exposure (totaling $17,327,217.00 to $5,035,363.60) for each claim to be as follows: $1,226,758.00 (unpaid off-the-clock work); $95,184.00 (unpaid overtime wages); $14,783.00 (unpaid sick leave); $4,329,654.00 (meal period violations); $3,192,305.00 (rest period violations); $1,355,150.00 (unreimbursed business expenses); $4,321,750.00 (Labor Code § 226 penalties); $8,563,367.00 (Labor Code § 203 penalties); and $4,442,100 (PAGA penalties).

Jones' counsel then discounted the foregoing figures by percentages ranging from 70-85% to calculate Noah's realistic exposure for each claim as follows: $184,013 (unpaid off-the-clock work); $28,555.20 (unpaid overtime wages); $4,434.90 (unpaid sick leave), $1,082,413.50 (meal period violations); $798,076.25 (rest period violations); $338,787.50 (unreimbursed business expenses); $648,262.50 (Labor Code § 226 penalties); $1,284,505.05 (Labor Code § 203 penalties); and $666,315.00 (PAGA penalties). These reductions accounted for the difficulty of obtaining certification due to individualized issues and the risk of not succeeding on the merits of each claim due to the possible success of the defenses asserted by Noah's and the difficulty of proving violations. The gross settlement amount ($4,400,000) is approximately 87.38% of the realistic maximum recovery. (See Moon Decl. at ¶¶ 18-26.)

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 Jones and the class 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.

Of course, the Court retains an independent right and responsibility to review the requested attorney fees and award only so much as it determines to be reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co*. (2004) 118 Cal.App.4th 123, 127–128.) Counsel shall submit lodestar information prior to the final approval hearing in this matter so the Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the reasonableness of a percentage fee through a lodestar calculation].)

VI. PROPOSED SETTLEMENT CLASS

Jones requests that the following class be provisionally certified:

All current and former non-exempt employees of Defendant who worked in California during [December 17, 2018 to August 12, 2024].

(See Moon Decl., ex. 1 at p. 1:15-19.)

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 4,369 class members are ascertainable based on simple criteria in Noah's business records, and the 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 issue predominate. Jones' claims all arise from Noah's wage and hours practices (and other employment practices) applied to the similarly situated class members.

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, Jones was employed by Noah's as a non-exempt, hourly paid employee and alleges that she experienced the violations at issue. The anticipated defenses are not unique to Jones, and there is no indication that Jones' 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.)

Jones has the same interest in maintaining this action as any class member would have. Jones 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 4,369 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.

VII. 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).)

A copy of the proposed class notice is attached to the settlement agreement (ex. 1 to the Moon Decl.) as exhibit A. Here, the notice describes the lawsuit, explains the settlement, and instructs Class members that they may opt out of the settlement (except for the PAGA component) or object. The gross settlement amount and estimated deductions are provided, and Class members are informed of their qualifying workweeks as reflected in Noah's records and are instructed how to dispute this information. Class members are given 45 days to request exclusion from the class or submit a written objection to the settlement. (See Moon Decl., ex. 1 at p. 2:17-22 [defining "Response Deadline"].)

The notice will be provided in both English and Spanish and is generally adequate. The notice shall 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 any portion of their Social Security Number or other identifying 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. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml. and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call number for Department 7.

Turning to the notice procedure, the parties have selected ILYM Group, Inc. as the settlement administrator. Within 14 days of preliminary approval, Noah's shall provide a class database (member names, dates of employment, etc.) to ILYM Group. Within 7 calendar days of receipt of the class database, ILYM Group will mail the class notice to the class members by first class United States Mail. Any returned notices will be re-mailed to any forwarding addresses provided or to a better address located through a computer search. Class members who receive a re-mailed notice will have an additional 14 days to respond. (See Moon Decl., ex. 1 at pp. 2:17-22 and 18:23-20:11.) These notice procedures are appropriate and are approved.

VIII. CONCLUSION AND ORDER

Jones' motion for preliminary approval is GRANTED, subject to the modifications to the notice described above.

The final approval hearing shall take place on December 4, 2025 at 1:30 p.m. in Dept. 7. The following class is preliminarily approved for settlement purposes:

> All current and former non-exempt employees of Defendant who worked in California during [December 17, 2018 to August 12, 2024].

The Case Management Conference scheduled for April 24, 2025, at 2:30 p.m. is VACATED.

Dated: April 25, 2025

Charles F. Adams
Judge of the Superior Court