



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

MINUTE ORDER

Delgado v. Paramit Corporation, et al. (Class Action)
21CV383975
Date of Hearing: 06/02/2023

Hearing Start Time: 1:30 PM
Hearing Type: Motion: Preliminary Approval
Comments:

Heard By: Kulkarni, Sunil R
Courtroom Reporter: - No Court Reporter

Location: Department 1
Courtroom Clerk: Maggie Castellon
Court Interpreter:
Court Investigator:

Parties Present:

Brown, Rachael Elizabeth	Attorney
Leviant, Howard Scott	Attorney
Macias, Jose	Attorney

Future Hearings:

Exhibits:

- Hearing held via MS Teams.

Counsel provide an update re: settlement.

This is a putative class and Private Attorneys General Act (PAGA) action. Plaintiff Caroline Delgado (Plaintiff Delgado), a former employee, initiated this action alleging that her employers, Defendants Paramit Corporation and R & D Technical Services, Inc. (Defendants), a medical device manufacturing company, failed to provide employees with compliant meal and rest breaks, failed to pay minimum and overtime wages, issued noncompliant wage statements, and committed other wage and hour violations. In related case 21CV385443, Plaintiffs Jose Garduno (Plaintiff Garduno) and Juan Padilla (Plaintiff Padilla), also former employees of Defendants, made similar allegations but also included a claim for unlawful deductions from wages.

Now before the Court is Plaintiffs motion for preliminary approval of a settlement, which is unopposed. As discussed below, the Court is inclined to grant preliminary approval, but the Court requests an update regarding whether there have been any settlement discussions with counsel for the plaintiff in the related case pending in this department, Ahumada v. Paramit Corporation, et al., 22CV397885 (Ahumada). Additionally, the Court requests that the parties make certain small changes to the notice and that they provide class members with a form for opting out of the settlement. Finally, the Court requests that Plaintiffs counsel also file the motion for preliminary approval in docket 21CV385443, as it appears that the motion has been filed only in docket 21CV383975 but both cases appear to be the subject of the settlement.

BACKGROUND

Plaintiff Delgado began employment as a non-exempt employee with Defendants in November 2020 and ended her employment in March 2021. (Declaration of Caroline Delgado in Support of Motion for Preliminary Approval of Class and Representative Action Settlement, 2, 9.) Plaintiff Garduno was employed by Defendants as a non-exempt employee from May 3, 2021 to July 30, 2021. (Declaration of Jose Garduno in Support of Motion for Preliminary Approval of Class and Representative Action Settlement, 2-3.) Plaintiff Padilla was employed by Defendants as a non-exempt employee from October 2020 to April 2021.



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(Declaration of Juan Padilla in Support of Motion for Preliminary Approval of Class and Representative Action Settlement, 2.)

According to Plaintiff Delgado, she was not paid for all hours worked and Defendants failed to provide her and other class members with uninterrupted meal and rest periods. (FAC, 16, 19, 20.) She alleges that employees were required to work off the clock pre-shift as they were required to wait in line to clock in, without compensation. (FAC, 17.) Defendants also required employees to use their personal cellular phones for work purposes without compensation and to purchase supplies, such as scissors, pens, and hand sanitizer, without reimbursement. (FAC, 21.) Employees were not paid for all wages, including overtime wages, meal period premium wages, and rest period premium wages, at the end of their employment with Defendants. (FAC, 22.) Plaintiffs also allege that Defendant failed to provide them with accurate wage statements. (FAC, 23.)

Based on these allegations, Plaintiff Delgado's first amended complaint (FAC) asserted putative class claims for: (1) failure to pay minimum wages, in violation of Labor Code sections 204, 1194, 1194.2, and 1197; (2) failure to pay overtime wages, in violation of Labor Code sections 1194 and 1198; (3) failure to provide meal breaks, in violation of Labor Code sections 226.7 and 512; (4) failure to provide rest breaks, in violation of Labor Code section 512; (5) failure to reimburse employees for required expenses under Labor Code section 2802; (6) failure to pay timely wages upon termination under Labor Code 201 through 203; (7) failure to provide accurate itemized wage statements under Labor Code section 226; and (8) violation of Business and Professions Code section 17200, et seq.

As mentioned above, in docket 21CV385443, Plaintiffs Garduno and Padilla raised the same claims plus an additional claim for unlawful deductions from wages. (See Class Action Complaint in Garduno, et al. v. Paramit Corporation, et al., 21CV385443.)

Now, Plaintiffs move for an order preliminarily approving the settlement of the class and PAGA claims, provisionally certifying the settlement class, approving the form and method for providing notice to the class, and scheduling a final fairness hearing.

DISCUSSION

VII. 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), 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



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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) __ U.S. __, 2022 U.S. LEXIS 2940.)

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.)



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VIII. Settlement Process

According to Plaintiffs' counsel, the parties have engaged in informal written discovery. Defendant produced, inter alia, time and payroll records for a sample of the class, workweek and pay period data, and copies of applicable policies and procedures. Class counsel used that data to calculate Defendant's liability exposure.

On September 9, 2022, the parties attended mediation with Tripper Ortman, Esq. After a full day of negotiations with his assistance, they were able to reach the agreement now before the Court.

IX. Settlement Provisions

The non-reversionary gross settlement amount is \$1,200,000. Attorney fees of up to \$400,000.00 (one-third of the gross settlement), litigation costs of up to \$30,000, and up to \$20,000 in administration costs will be paid from the gross settlement. One hundred twenty thousand dollars of the gross settlement amount will be allocated to PAGA penalties, 75 percent of which (\$90,000) will be paid to the LWDA. The named Plaintiffs will seek incentive awards of \$7,500 each. The settlement agreement contains an escalator clause stating that in the event of an increase in workweeks over 68,750 worked during the covered period, Defendants may either increase the gross settlement amount or elect to set the end date for the covered period such that the total workweeks would be 68,750.

The net settlement of approximately \$607,500 will be allocated to class members proportionally based on their pay periods worked during the class of July 2, 2017 until January 31, 2023. The PAGA payment will be allocated to approximately 415 aggrieved employees on a pro rata basis based on their number of pay periods worked during the PAGA period of July 1, 2020 until January 31, 2023. Counsel calculates that the average payment will be around \$1084.82 to each of the 560 class members. Class members will not be required to submit a claim to receive their payments. For tax purposes, settlement payments will be allocated 30 percent to wages and 70 percent to penalties and interest. The PAGA payments will be treated as 100 percent penalties. The employer's share of payroll taxes will be paid in addition to the gross settlement. Funds associated with checks uncashed after 180 days will be paid to the State Bar Justice Gap Fund.

In exchange for the settlement, class members who do not opt out will release all claims that were alleged, or reasonably could have been alleged, based on the same factual predicate as the claims stated in the Action and the Operative Complaint, including, but not limited to all wage and hour claims that could have been raised by Plaintiffs such as all claims and causes of action related to or arising out of meal periods, rest breaks, unpaid wages, unpaid overtime, shift premiums, bonuses/commissions, unreimbursed expenses, unlawful deductions, inaccurate wage statements, waiting time penalties, failure to maintain payroll records, failure to timely pay wages during employment, vacation pay, and sick leaves for the class period. The release is appropriately tailored to the factual allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The PAGA release is appropriately limited to all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the same factual predicate as the claims stated in the Action and the Operative Complaint and the PAGA Notice. Consistent with the statute, aggrieved employees will not be able to opt out of the PAGA portion of the settlement.

X. Fairness of Settlement



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Defendants asserted certain defenses, denying all liability for each claim and articulating that it fully complied with all employment laws. Plaintiffs estimated Defendants' maximum exposure for meal break violations at \$950,618.25 and risk adjusted exposure at \$133,086.56. Estimated maximum damages for rest break violations were calculated at \$535,919.20, with risk adjusted exposure estimated to be \$32,155.15. Plaintiffs allege that they were required to spend time completed work-related tasks before their shifts while off-the-clock and Plaintiffs estimated Defendant's maximum exposure for this claim to be \$253,274.40 and risk adjusted exposure to be \$20,261.95. With regard to the regular rate theory, class members were underpaid by an estimated \$72,431.00 and Plaintiffs calculated risk adjusted exposure to be \$15,210.51. Plaintiffs also allege that Defendants improperly rounded their hours worked and estimated Defendants' maximum and risk adjusted exposure, respectively, at \$258,095.50 and \$126,466.80. The maximum exposure on the business expense claim was \$95,415.00 and the risk adjusted exposure was estimated to be \$15,266.40. Plaintiffs estimated Defendant's maximum exposure for wage statement violations to be approximately \$552,975.00, with risk adjusted recovery estimated to be \$232,249.50. For Labor Code section 203 waiting time penalties, maximum exposure was estimated at \$1,330,579.50 with risk adjusted recovery estimated to be \$558,843.39.

Class counsel calculated Defendant's total maximum exposure at \$5,936,707.85, \$1,887,400.00 of which is comprised of PAGA penalties. Class counsel further estimated the risk adjusted recovery amount at \$1,416,650.25. Thus, the settlement amount of \$1,200,000.00 represents approximately 20.21% of Defendant's class-wide liability exposure with penalties and 84.71% of the estimated risk adjusted recovery. The PAGA payment of \$120,000 represents ten percent of the expected gross settlement amount. In light of the large portion of the case's value attributable to highly uncertain penalties, 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].) Counsel have disclosed their fee sharing arrangement, which provides that Moon & Yang, A.P.C. will receive 60% while Falakassa Law, P.C. will receive 40%. (Declaration of Joshua Falakassa in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Exhibit A.)

XI. Proposed Settlement Class

Plaintiff requests that the following settlement class be provisionally certified: [a] current and former non-exempt employees who worked for Defendants in California during the Covered Period of July 2, 2017 until January 31, 2023.

A. Legal Standard for Certifying a Class for Settlement Purposes



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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. 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 .

Code of Civil Procedure 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. [Citation.] 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. (*Ibid.*)

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 560 class members are readily identifiable based on Defendant's employment and payroll records, and the settlement class is defined based on objective characteristics. The Court finds that the settlement



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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, it appears that common legal and factual issues predominate. Plaintiffs' claims arise from Defendant's wage and hour practices, which would apply to the other class members, who are similarly-situated.

As to 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.

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

Like other members of the class, Plaintiffs were employed by Defendant as non-exempt employees and they allege that they suffered the violations at issue. The anticipated defenses are not unique to Plaintiff as they are based on Defendant's general compliance with applicable laws and its own policies and procedures. There is no indication before the Court that Plaintiffs' interests are otherwise in conflict with those of the class. The Court finds that Plaintiffs have sufficiently demonstrated typicality.

Finally, adequacy of representation depends on whether the plaintiff's attorney is qualified to conduct the



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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.)

Here, Plaintiffs would appear to have the same interest in maintaining this action as any other class member would have. Plaintiffs are represented by experienced counsel who are qualified to represent the class. The Court finds that Plaintiffs and their counsel are adequate to represent the class.

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, the class is large, comprised of an estimated 560 class members. It would surely be inefficient for the Court to hear and decide the same issues separately and repeatedly for each class member. Further, it would be cost prohibitive for each class member to file suit individually, as each member would have the potential for little to no monetary recovery. It is clear that a class action provides substantial benefits to both the litigants and the Court in this case.

XII. Notice

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

Here, the notice describes the lawsuit, explains the settlement, and instructs class members that they may opt out of the settlement (except the PAGA component) or object. The gross settlement amount and estimated deductions are provided. Class members are informed of their qualifying pay periods as reflected in Defendant's records and are instructed how to dispute this information. They are given 45 days to request exclusion from the class or submit a written objection to the settlement. Class members are instructed that



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they may appear at the final fairness hearing to make an oral objection without submitting a written objection. Notice will be provided in Spanish translation.

The form of notice is generally adequate, but must be modified to instruct class members that they may opt out of or object to the settlement simply by providing their name, without the need to provide their phone number or address. Additionally, the notice requires that class members draft a signed letter containing certain information in order to opt out of the settlement. Instead, Plaintiffs should provide class members with a pre-printed form for this purpose.

With regard to appearances at the final fairness hearing, the notice shall be further modified to instruct class members as follows:

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.sccscourt.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 1 (Afternoon Session) or by calling the toll-free conference call number for Department 1. Any class member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. 1st St., San Jose) and wait for a sheriff's deputy to escort him or her to the courtroom for the hearing.

Turning to the notice procedure, the parties have selected ILYM Group, Inc. as the settlement administrator. Defendant will provide a list of class members to the administrator within 14 days of the date the Court grants preliminary approval of the settlement. The administrator will mail the notice packet within 14 days of receiving the class data from Defendants, after updating class members' addresses using the National Change of Address Database. The deadline for responses will be 45 days after mailing. Any returned notices will be re-mailed to any forwarding address provided or better address located through a search. Class members who receive a re-mailed notice will have an additional 14 days to respond.

These notice procedures are appropriate and are approved.

CONCLUSION

Prior to the hearing on this matter if possible, Plaintiffs' counsel shall file a supplemental declaration addressing whether there has been any discussion with counsel in Ahumada regarding the settlement here and its impact on the claims alleged in Ahumada. Plaintiffs' counsel shall also provide the Court with a proposed opt out form and make the changes to the notice described above. Finally, the Court requests that Plaintiffs' counsel also file the motion for preliminary approval in docket 21CV385443, as it appears that the motion has been filed only in docket 21CV383975 but both cases appear to be the subject of the settlement.

The court grants request for preliminary approval. Court sets a final approval hearing on November 9, 2023 at



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1:30 p.m. in Dept. 1.
