

10/07/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

**FIRST AMENDED FINAL RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT****Quintanilla v. Mojave Foods Corporation****Case No.: 21STCV33169****Department SSC-9****Hon. Elaine Lu**

The parties' Motion for Preliminary Approval of Class Action Settlement is **UNCONDITIONALLY GRANTED** as the settlement is fair, adequate, and reasonable.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **July 8, 2025**. Plaintiff must call the Court PRIOR to filing and serving to obtain a hearing date.

The Parties' 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.

Non-Appearance Case Review is set for July 15, 2025, 8:30 a.m., Department 9.

BACKGROUND

This is a wage and hour class action. On September 9, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for 1) Failure to Pay all Wages/Overtime; 2) Failure to provide Compliant Meal Periods; 3) Failure to Provide Rest Periods; 4) Failure to Reimburse Business Expenses; 5) Failure to Timely Furnish Accurate Itemized Wage Statements; 6) Waiting Time Penalties; and 7) Violations of California Business & Professions Code Sections 17200, et seq.

On March 10, 2022, Plaintiff filed a First Amended Complaint against Defendant alleging an eighth cause of action under PAGA. On April 21, 2022, Plaintiff filed his Second Amended Complaint against Defendant.

On July 8, 2022, Defendant filed a motion to strike portions of Plaintiff's Second Amended Complaint. Counsel opposed Defendant's motion on October 6, 2022 and Defendant filed its reply on October 7, 2022. On October 20, 2022, the Court issued an Order denying Defendant's motion.

On June 5, 2023, the Parties participated in a successful full-day mediation with Judge Wayne Carvill (Ret). A fully executed copy of the Settlement Agreement was filed with the Court on January 19, 2024 attached to the Declaration Of Marcus J. Bradley ("Bradley Decl."), as Exhibit 1.

At the Court's request, the parties filed supplemental materials on June 6, 2024, July 24, 2024, August 9, 2024, and September 30, 2024.

Now before the Court is Plaintiff's Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- "Class" means all individuals who have worked for Defendant in California as non-exempt employees at any time from September 9, 2017 through the date that a preliminary approval order is entered in the Action. (¶1.5)
 - "Class Period" means the period from September 9, 2017 through the date that a preliminary approval order is entered. (¶1.12)
- "Aggrieved Employee" means all individuals who have worked for Defendant in California as non-exempt employees from September 7, 2020 through the date that a preliminary approval order is entered in the Action ("PAGA Period"). (¶1.4)
 - "PAGA Period" means the period from September 7, 2020 through the date that a preliminary approval order is entered in the Action. (¶1.31)
- Based on a review of its records to date, Defendant estimates the Class Members collectively worked a total of 36,042 Workweeks from September 9, 2017 through June 11, 2023. (¶4.1)
- The parties stipulate to class certification for settlement purposes only. (¶12.7.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$337,500**, non-reversionary. (¶3.1)
 - Based on its records, Defendant estimates that there were 36,042 workweeks collectively worked by the Class Members during the period from September 9, 2017 through June 11, 2023. If it is determined that the total number of workweeks collectively worked by the Class Members from September 9, 2017 through June 11, 2023 is more than 10% greater than this figure (i.e., if there were actually 39,647 workweeks or more collectively worked by the Class Members from September 9, 2017 through June 11, 2023), then Defendant agrees to increase the Gross Settlement Amount on a proportional basis to the extent the threshold is exceeded (e.g., if the total number of workweeks from September 9, 2017 through June 11, 2023 was actually 11% more than 36,042, i.e., the total number increases by 11% to 40,007 workweeks, the Gross Settlement Amount will increase by one percent (1%)) (¶8)
- The Net Settlement Amount ("Net") (**\$155,212.50**) is the GSA minus the following:
 - Up to **\$118,125** (35%) for attorney fees (¶3.2.2);
 - Fee split: sixty percent (66.7%) to Bradley/Grombacher LLP and forty percent (33.3%) to United Employees Law Group P.C. (Bradley Decl., ¶90.)
 - Up to **\$20,000** for litigation costs (¶3.2.2.);
 - Up to **\$10,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Up to **\$8,850** for settlement administration costs (¶3.2.3); and
 - Payment of **\$25,312.50** (75% of \$33,750 PAGA penalty) to the LWDA. (¶3.2.4.3)

- Defendants will pay their share of taxes from the GSA. (¶3.1) The “Net Settlement Amount” has been revised to reflect payment of Defendant’s share of employer payroll taxes from the GSA. (Settlement Agreement ¶1.28.) The parties have also made the corresponding revisions to the Notice.
- Funding of Settlement: Defendant shall fully fund the Gross Settlement Amount (which includes the amounts necessary to fully pay Defendant’s share of payroll taxes) by transmitting the funds to the Administrator no later than 75 days after the Effective Date. If an appeal from the Judgment or Final Approval is filed, Defendant shall fund the settlement no later than thirty (30) days after the date the Judgment is affirmed, in whole or in material part, and no longer subject to further appeal. (¶4.3)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: An Individual Class Payment calculated 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. (¶3.2.4)
 - Tax Allocation: 25% as wages, 10% as interest, and 65% as penalties. (¶3.2.4.1)
- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties Eight Thousand Four Hundred Thirty-Seven Dollars and Fifty Cents (\$8,437.50) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (¶3.2.4.1)
 - Tax Allocation: 100% IRS 1099 Forms. (¶3.2.4.2)
- "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. (¶1.43) The deadline and extension shall apply to workweek challenges. (¶7.6)
 - If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement (¶9)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. (¶4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work (“Cy Pres Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (¶4.4.3)

- Legal Aid at Work (LAAW), a non-profit organization that provides legal consultation and assistance to employees and is dedicated to strengthening civil and workplace protections.
- The settlement administrator will be ILYM Group. (¶1.2)
- Notice of Final Judgment will be posted on the Settlement Administrator’s website. (¶7.8.1)
- The proposed settlement was submitted to the LWDA on January 18, 2024. (Bradley Decl., Exhibit 3.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

1. Was the settlement reached through arm’s-length bargaining? Yes. On June 5, 2023, the Parties participated in a successful full-day mediation with Judge Wayne Carvill (Ret). (Bradley Decl., ¶20.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that on November 16, 2022, they served an initial set of requests for production of documents and targeted interrogatories concerning Defendant’s corporate policies and procedures, organizational structure, and records of hours worked and compensation data. (*Id.* at ¶15.) Shortly after Plaintiff served his initial discovery, the Parties met and conferred and agreed to hold formal discovery in abeyance so that the Parties could participate in early meditation, with data and information to be exchanged informally in advance of the mediation. (*Id.* at ¶16.) To prepare for the mediation, Plaintiff requested, and Defendant provided, timekeeping and compensation figures and data and documents reflecting Defendant’s wage and hour policies. (*Id.* at ¶19.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel represents that they are experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶24-37.)

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.

B. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff’s case. “The most important factor is the strength of the case for plaintiffs 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 detailed analysis, summarized below, of the estimated values of the claims asserted:

Violation	Maximum Exposure	Risk-Adjusted Exposure
Unpaid Wages	\$47,635.00	\$26,198.00
Meal + Rest Break Violations	\$309,314.00	\$170,158.00

Wage Statement Violations	\$59,700.00	\$32,800.00
Waiting Time Penalties	\$57,400.00	\$31,611.00
PAGA	\$329,800.00	\$33,750.00
Interest	\$71,333.00	\$39,233.00
TOTAL	\$875,182.00	\$333,750.00

(Bradley Decl. ¶¶59-86.)

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. Plaintiff’s counsel obtained a \$337,500 non-reversionary settlement. The \$337,500 settlement amount constitutes an approximate range of 38.56% to 101.12% of Defendant’s maximum to risk-adjusted exposure. Given the uncertain outcomes, the settlement appears to be within the “ballpark of reasonableness.”

The \$337,500 settlement amount, if reduced by the requested deductions, will leave \$155,212.50 to be divided among approximately 260 class members. The resulting payments will average \$596.97 per class member. [$\$325,834 / 260 = \596.97].

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 final fairness hearing.

CONCLUSION: The settlement is preliminarily deemed “fair, adequate, and reasonable” contingent on Counsel addressing the experience of United Employees Law Group and whether the GSA reflects payment of Defendant’s share of employer-side payroll taxes.

C. Scope of the release

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

(¶15)

- **Release by Participating Class Members Who Are Not Aggrieved Employees:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from all of the following claims from the Class Period: Any and all causes of action, claims, rights, damages, penalties, that could have been asserted in this Action based on the facts alleged in the Action or the LWDA notice, including: (a) any alleged failure by Defendant (1) to pay overtime and double time wages, including based on the alleged failure to properly compensate for time worked purportedly off the clock; (2) to provide compliant meal periods or compensation in lieu thereof; (3) to provide compliant rest periods or compensation in lieu thereof; (4) to pay minimum wages, including based on the alleged failure to properly compensate for time worked purportedly off the clock; (5) to reimburse employees for necessary business expenses; (6) to timely pay wages during or at the end of employment as a result of the violations alleged in (a)(1)(4); and (7) to provide compliant wage statements as a result of the violations alleged in (a)(1)(4); (b) any right or claim for unfair business practices in violation of California Business & Professions Code section 17200 et seq., based on the alleged failures set forth in (a)(1) through (a)(7) above; and (c) any violation of the California Labor Code or other state or federal statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in the original Complaint, First Amended Complaint or Second Amended Complaint and addressed in (a)(1) through (a)(7) above, including violation of California Labor Code sections 201204, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802, any and all corresponding claims that could have been brought under the Fair Labor Standards Act based on the facts alleged in the original Complaint, First Amended Complaint or Second Amended Complaint and in accordance with *Rangel v. PLS Check Cashers of Cal., Inc.* (9th Cir. 2018) 899 F.3d 1106, 111011 [holding opt-out release of California state law claims was res judicata against FLSA *Richardson v. Wells Fargo Bank, N.A.* (5th Cir. 2016) 839 F.3d 442, 45152 [plaintiff who became party to the opt-out Rule 23 settlement was bound by all settlement terms, including release of FLSA claims]. Per the requirements of FLSA, the release of FLSA claims shall apply only to those Class members who cash their check under this Settlement. This does not include non-wage and hour claims, such as those for wrongful termination, discrimination, harassment, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period Class Period. (§5.2)
- **Release by Aggrieved Employees:** All Aggrieved Employees – whether or not they are also Participating Class Members – are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice including: Any and all rights or claims for section 2698 et seq., arising under the California Labor Code or Wage Orders alleged in any of the pleadings in the Action or alleged in Plaintiff's LWDA notice or that could have been asserted in this Action based on the facts alleged in the

Action or the LWDA notices, including: (a) any alleged failure by Defendant (1) to pay overtime and double time wages, including based on the alleged failure to properly compensate for time worked purportedly off the clock; (2) to provide compliant meal periods or compensation in lieu thereof; (3) to provide compliant rest periods or compensation in lieu thereof; (4) to pay minimum wages, including based on the alleged failure to properly compensate for time worked purportedly off the clock; (5) to reimburse employees for necessary business expenses; (6) to timely pay wages during or at the end of employment as a result of the violations alleged in (a)(1)(4); and (7) to provide compliant wage statements as a result of the violations alleged in (a)(1)(4); and (b) any violation of the California Labor Code or other state or federal statute, rule or regulation (including Wage Orders) that could have been asserted in this Action based on the facts alleged in the original Complaint, First Amended Complaint or Second Amended Complaint and addressed in (a)(1) through (a)(7) above, including violation of California Labor Code sections 201204, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, and 2802. (¶5.3)

- Released Parties: Defendant, and all of its present and former parent entities, subsidiaries, and/or affiliates, predecessors and successors, as well as all of its or their present or former divisions, affiliates, former and present officers, owners, predecessors, directors, employees, agents, shareholders, fiduciaries, representatives, attorneys, insurers, benefit executors, administrators and successors, or any of them, or anyone claiming by, through, under or on behalf of any of them, or any individual or entity that could be liable for any of the released claims. (¶1.41)
- Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶5.1)

D. 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. Windsor* (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 v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 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 v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

2. Analysis

a. **Numerosity.** There are approximately 260 class members. (Bradley Decl. ¶49.) This element is met.

b. **Ascertainability.** A class is ascertainable, as would support certification under statute governing class actions generally, 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, 961.) The proposed class is defined above. The class members are ascertainable from Defendant’s employment records. (Bradley Decl. ¶50.)

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.)

Here, regarding commonality, Plaintiff contends that common questions of law and fact predominate because Plaintiff’s allegations present common legal and factual questions, such as, whether Defendants applied the same compensation, and meal and rest period policies and practices (or lack thereof) to all Class Members; whether this resulted in Labor Code violations; whether Defendant’s conduct was intentional; and whether Class Members are entitled to damages and/or penalties. (Bradley Decl., ¶51.)

As to typicality, Plaintiff contends that her claims are typical of the Class Members’ claims because Mr. Quintanilla performed the same kind of work and was subject to the same uniform policies and practices as the other members of the proposed Settlement Class, including Defendant’s common policies and practices related to arriving early, Covid-19 screenings, and meal and rest periods. Mr. Quintanilla seeks relief for these claims and derivative claims on behalf of all Class Members. Thus, his claims arise from the same employment practices and are based on the same legal theories as those applicable to the other Class Members. (*Id.* at ¶52.)

As to adequacy, Plaintiff represents that she was informed of the risks of serving as class representative, participated in the litigation, and does not have conflicts of interest with the class. (Declaration of Jose Quintanilla, *passim*.)

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: Because the prerequisites of class certification have been satisfied, the class is conditionally certified contingent on Counsel addressing the experience of United Employees Law Group and whether the GSA reflects payment of Defendant’s share of employer-side payroll taxes.

E. Is the notice proper?

a. Content of class notice. The proposed notice is attached to the Settlement Agreement. 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; attorney fees and costs; enhancement awards; 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.

b. Method of class notice. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet (¶4.2) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-

class USPS mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

(¶7.4.2) Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3)

c. Cost of class notice. As indicated above, settlement administration costs are estimated to be **\$8,850**. 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.

F. Attorney fees and costs

California Rule of Court, 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 **\$118,125 (35%)** in attorney fees and up to **\$20,000** in costs will be addressed at the final 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: sixty percent (66.7%) to Bradley/Grombacher LLP and forty percent (33.3%) to United Employees Law Group P.C. (Bradley Decl., ¶90.)

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

G. Incentive Award to Class Representative

The named Plaintiff will request a service award of **\$10,000**. (¶13.2.1)

CONCLUSION AND ORDER

The parties' Motion for Preliminary Approval of Class Action Settlement is **UNCONDITIONALLY GRANTED** as the settlement is fair, adequate, and reasonable.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **July 8, 2025**. Plaintiff must call the Court PRIOR to filing and serving to obtain a hearing date.

The Parties' 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.

Non-Appearance Case Review is set for July 15, 2025, 8:30 a.m., Department 9.

The Judicial Assistant is to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all parties.

IT IS SO ORDERED.

DATED: October 7, 2024

A handwritten signature in cursive script, reading "Elaine Lu".

Elaine Lu
Judge of the Superior Court