

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

CLARENCE SMITH,

Plaintiff,

vs.

WATLOW ELECTRIC MANUFACTURING
COMPANY, et al.,

Defendants.

Lead Case No.: 20CV365250

(consolidated with Case No.
20CV362069)

**ORDER CONCERNING
PLAINTIFFS' RENEWED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
ACTION SETTLEMENT**

PHUOC TRUONG,

Plaintiff,

vs.

WATLOW ELECTRIC MANUFACTURING
COMPANY, et al.,

Defendants.

This consolidated, putative class and Private Attorneys General Act ("PAGA") action is brought on behalf of employees of Defendant Watlow Electric Manufacturing Company.

1 Plaintiffs allege that Defendant failed to provide proper meal and rest breaks, failed to pay wages
2 in the proper form, and failed to provide accurate itemized wage statements.

3 The parties reached a settlement, and Plaintiffs moved for preliminary approval in August
4 2021. The Court denied this motion due to concerns over the Fair Labor Standards Act (FLSA)
5 portion of the settlement and the definition of the class period, but invited the parties to meet and
6 confer about possible modifications to the settlement to address those issues. The parties met
7 and conferred accordingly and agreed to amend the settlement to remove the FLSA component.¹

8 Now before the Court is Plaintiffs' motion for preliminary approval of the amended
9 settlement, which is unopposed. The Court issued a tentative ruling on January 19, 2022 and no
10 one challenged it at the hearing on January 20. The Court now issues its final order, which
11 GRANTS preliminary approval.

12 **I. BACKGROUND**

13 These related actions were consolidated in October 2020, pursuant to a stipulated order.
14 Plaintiffs filed the operative First Amended Consolidated Class and Representative Action
15 Complaint (FAC) on June 8, 2021.

16 As alleged in the FAC, Defendant is a Missouri corporation that manufactures industrial
17 heaters, sensors, and controllers. (FAC, ¶ 11.) It operates numerous manufacturing facilities and
18 sales offices throughout the United States, including in Santa Clara County. (*Ibid.*) Plaintiff
19 Clarence Smith worked for Defendant as a janitor from September 13, 2017 until January 28,
20 2020. (*Id.*, ¶ 8.) Plaintiff Phuoc Truong was also a non-exempt, hourly employee, from April
21 2017 through August 2019. (*Id.*, ¶ 9.)

22 Plaintiffs allege that they were regularly denied proper meal and rest breaks and were not
23 paid premium wages for the missed breaks. (FAC, ¶ 24.) In addition, they received paychecks
24 drawn from an account at Harris Bank, an entity with no California locations, which did not list a
25 business address where they could be cashed in California without fees. (*Id.*) Plaintiffs

26
27 ¹ The Court also directed Plaintiffs' counsel to speak with Plaintiff Clarence Smith, who
28 appeared at the first preliminary approval hearing to express concerns with the settlement.
Plaintiffs' counsel declares that she spoke with Mr. Smith on October 8, 2021, and based on their
discussion, he agreed to sign the amended stipulation of settlement.

1 consequently incurred fees to access their wages. (*Ibid.*) As a result of these other violations,
2 Plaintiffs were not paid all wages due upon separation of employment. (*Ibid.*) Finally,
3 Plaintiffs' wage statements did not correctly identify the overtime rates of pay, number of hours
4 worked at each rate of pay, and total hours worked in pay periods in which they worked
5 overtime. (*Ibid.*)

6 Based on these allegations, Plaintiffs assert claims for the following: (1) violation of
7 Labor Code section 226.7 by failing to provide compliant rest breaks; (2) violation of Labor
8 Code sections 226.7 and 512 by failing to provide compliant meal periods; (3) violation of Labor
9 Code sections 201–203 by failing to pay wages owed at separation; (4) violation of Labor Code
10 section 226, subdivision (a) by failing to provide compliant wage statements; (5) violations of
11 the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*; and
12 (6) violation of PAGA.

13 The parties have now reached a settlement. Plaintiffs move for an order preliminarily
14 approving the settlement of the class and PAGA claims, provisionally certifying the settlement
15 class, approving the form and method for providing notice to the class, and scheduling a final
16 fairness 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.)

25 In determining whether a class settlement is fair, adequate and reasonable, the
26 trial court should consider relevant factors, such as the strength of plaintiffs’ case,
27 the risk, expense, complexity and likely duration of further litigation, the risk of
28 maintaining class action status through trial, the amount offered in settlement, the

1 extent of discovery completed and the stage of the proceedings, the experience
2 and views of counsel, the presence of a governmental participant, and the reaction
3 of the class members to the proposed settlement.

4 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

5 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
6 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
7 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
8 weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91
9 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
10 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
11 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
12 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
13 marks omitted.)

14 The burden is on the proponent of the settlement to show that it is fair and
15 reasonable. However “a presumption of fairness exists where: (1) the settlement
16 is reached through arm’s-length bargaining; (2) investigation and discovery are
17 sufficient to allow counsel and the court to act intelligently; (3) counsel is
18 experienced in similar litigation; and (4) the percentage of objectors is small.”

19 (*Wershba, supra*, 91 Cal.App.4th at p. 245, citation omitted.) The presumption does not permit
20 the Court to “give rubber-stamp approval” to a settlement; in all cases, it must “independently
21 and objectively analyze the evidence and circumstances before it in order to determine whether
22 the settlement is in the best interests of those whose claims will be extinguished,” based on a
23 sufficiently developed factual record. (*Kullar, supra*, 168 Cal.App.4th at p. 130.)

24 **B. PAGA**

25 Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall
26 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
27 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
28 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA

1 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
2 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
3 (2014) 59 Cal.4th 348, 380.)

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

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

20 **III. SETTLEMENT PROCESS**

21 According to Plaintiffs, after an initial case management conference on July 24, 2020, the
22 parties agreed to mediate. Defendant provided Plaintiffs with information about the number of
23 putative class members, shifts, pay periods, and wage statements at issue; class members’ hourly
24 rates of pay; and Defendant’s wage and hour policies and practices. Plaintiffs reviewed this
25 information and analyzed Defendant’s liability and potential exposure. On January 19, 2021, the
26 parties engaged in a full day of mediation with Steven Rottman, Esq. They were able to reach
27 the settlement before the Court.
28

1 Following the Court's denial of Plaintiffs' first motion for preliminary approval, the
2 parties met and conferred and agreed to remove the FLSA component from the original
3 settlement. They executed an amended stipulation of settlement on October 11, 2021.

4 **IV. SETTLEMENT PROVISIONS**

5 The non-reversionary gross settlement amount is \$500,000. Attorney fees of up to
6 \$175,000 (thirty-five percent of the gross settlement), litigation costs not to exceed \$25,000, and
7 administration costs of up to \$6,500 will be paid from the gross settlement. \$80,000 will be
8 allocated to PAGA penalties, 75 percent of which will be paid to the LWDA. The named
9 plaintiffs will also seek enhancement awards of \$10,000 each.

10 The net settlement, approximately \$213,500, will be allocated to settlement class
11 members pro rata based on their weeks worked during the class period. The average payment
12 will be \$1,642.31 to each of the 130 class members. Class members will not be required to
13 submit a claim to receive their payments. Settlement payments will be allocated one-quarter to
14 wages and three-quarters to penalties, interest, and non-wage damages for tax purposes. The
15 employer's share of taxes on the wage portion will be paid separately and in addition to the gross
16 settlement. Funds associated with checks uncashed after 180 days will be distributed to Legal
17 Aid at Work.

18 In exchange for the settlement, class members will release all claims "arising out of or
19 assertable based upon the allegations set forth in the Operative Complaint. These claims include,
20 but are not limited to: claims for rest period violations, meal period violations, unpaid wages,
21 failure to keep proper records, itemized wage statement violations, waiting time penalties, unfair
22 competition, declaratory relief, claims for violation of [PAGA], penalties of any nature premised
23 on Labor Code §§ 201-203, 212, 225.5, 226, 226.3, 226.7, 512, and 558, interest, fees, costs, and
24 all other claims and allegations made or which could have been made in the Actions arising
25 during the Class Period." The release is appropriately tailored to the allegations at issue. (See
26 *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)
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1 **V. FAIRNESS OF SETTLEMENT**

2 Plaintiffs estimate that Defendant would face liability of up to \$2,860,418.56 on the class
3 claims for meal and rest period and wage statement violations, including waiting time penalties.
4 They estimate that the maximum PAGA penalties are \$2,971,000. The settlement thus
5 represents 8.6 percent of the maximum value of the case (\$5,831,418.56) and 17 percent of the
6 potential value of the class claims. On the merits, Defendant maintains that its meal and rest
7 break policies were facially compliant and any missed breaks were affirmatively waived by
8 employees. It revised its wage statements as of May 2020, although it maintains they were
9 already compliant, and claims it only issued 27 paychecks in a form that could potentially violate
10 Labor Code section 212.

11 The Court agrees with Plaintiffs that the settlement is fair and reasonable to the class in
12 light of the risks on the merits and at class certification, especially considering the portion of the
13 case's value attributable to highly uncertain penalties. The Court also finds that the PAGA
14 allocation is genuine, meaningful, and fair to those impacted considering the purposes of the
15 statute.

16 The Court retains an independent right and responsibility to review the requested attorney
17 fees and award only so much as it determines to be reasonable. (See *Garabedian v. Los Angeles*
18 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.) While 33% of the common fund
19 for attorney fees is generally considered reasonable, counsel shall submit lodestar information
20 prior to the final approval hearing in this matter so the Court can compare the lodestar
21 information with the requested fees. (See *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th
22 480, 504 [trial courts have discretion to double-check the reasonableness of a percentage fee
23 through a lodestar calculation].) The Court is not inclined to award 35 percent of the common
24 fund as attorney fees, as is currently requested.

25 **VI. PROPOSED SETTLEMENT CLASS**

26 Plaintiffs request that the following settlement class be provisionally certified:
27
28

1 All current and former hourly-paid or non-exempt employees, who worked for
2 Defendant in California at any time during the Class Period, and who received at
3 least one paycheck during the Class Period from Defendant.

4 The Class Period is defined as the time period from November 15, 2018, through the date
5 of Preliminary Approval. Plaintiffs explain that November 15, 2018 was the date the parties
6 agreed the class period would begin for purposes of mediation, due to the fact that the claims
7 alleged in the original complaints filed by Mr. Smith and Mr. Truong were subject to a one-year
8 statute of limitations. Consistent with this agreement, the FAC defines the class period to begin
9 on the same date, even though it asserts additional causes of action with longer statutes of
10 limitations. Considering that individuals with claims arising before the class period were never
11 included in the putative class, the class period is appropriately defined.

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

27 In the settlement context, “the court’s evaluation of the certification issues is somewhat
28 different from its consideration of certification issues when the class action has not yet settled.”

1 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
2 settlement-only context, the case management issues inherent in the ascertainable class
3 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
4 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
5 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
6 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

7 **B. Ascertainable Class**

8 A class is ascertainable “when it is defined in terms of objective characteristics and
9 common transactional facts that make the ultimate identification of class members possible when
10 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
11 (*Noel*.) A class definition satisfying these requirements

12 puts members of the class on notice that their rights may be adjudicated in the
13 proceeding, so they must decide whether to intervene, opt out, or do nothing and
14 live with the consequences. This kind of class definition also advances due
15 process by supplying a concrete basis for determining who will and will not be
16 bound by (or benefit from) any judgment.

17 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

18 “As a rule, a representative plaintiff in a class action need not introduce evidence
19 establishing how notice of the action will be communicated to individual class members in order
20 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
21 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
22 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
23 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
24 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
25 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
26 own account records. No more is needed.”].)

1 Here, the estimated 130 class members are readily identifiable based on Defendant's
2 records, and the settlement class is appropriately defined based on objective characteristics. The
3 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

4 **C. Community of Interest**

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

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

21 Here, common legal and factual issues predominate. Plaintiffs' claims all arise from
22 Defendant's wage and hour practices applied to the similarly-situated class members.

23 As to the second factor,

24 The typicality requirement is meant to ensure that the class representative is able
25 to adequately represent the class and focus on common issues. It is only when a
26 defense unique to the class representative will be a major focus of the litigation,
27 or when the class representative's interests are antagonistic to or in conflict with
28 the objectives of those she purports to represent that denial of class certification is

1 appropriate. But even then, the court should determine if it would be feasible to
2 divide the class into subclasses to eliminate the conflict and allow the class action
3 to be maintained.

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

6 Like other members of the class, Plaintiffs were employed by Defendant as hourly
7 employees and allege that they experienced the violations at issue. The anticipated defenses are
8 not unique to Plaintiffs, and there is no indication that Plaintiffs' interests are otherwise in
9 conflict with those of the class.

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

19 Plaintiffs have the same interest in maintaining this action as any class member would
20 have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated
21 adequacy of representation.

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

23 "[A] class action should not be certified unless substantial benefits accrue both to
24 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
25 internal quotation marks omitted.) The question is whether a class action would be superior to
26 individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of
27 superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a
28 class action is proper where it provides small claimants with a method of obtaining redress and

1 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
2 120–121, internal quotation marks omitted.)

3 Here, there are an estimated 130 class members. It would be inefficient for the Court to
4 hear and decide the same issues separately and repeatedly for each class member. Further, it
5 would be cost prohibitive for each class member to file suit individually, as each member would
6 have the potential for little to no monetary recovery. It is clear that a class action provides
7 substantial benefits to both the litigants and the Court in this case.

8 **VII. NOTICE**

9 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
10 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
11 for class members to follow in filing written objections to it and in arranging to appear at the
12 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
13 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
14 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
15 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
16 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
17 3.766(e).)

18 Here, the notice describes the lawsuit, explains the settlement, and instructs class
19 members that they may opt out of the settlement or object. The gross settlement amount and
20 estimated deductions are provided. Class members’ estimated payments are stated, and they are
21 informed of their qualifying workweeks as reflected in Defendant’s records and instructed how
22 to dispute this information. Class members are given 45 days to request exclusion from the class
23 or submit a written objection to the settlement. The notice makes it clear that class members
24 may appear at the final approval hearing to make an oral objection without submitting a written
25 objection. Notice will be provided in both English and Spanish.

26 At the Court’s direction, the notice was modified to instruct class members that they may
27 request to be excluded from the class by simply providing their name, without the need to
28 provide their address or other identifying information. The notice was also modified to explain

1 how class members may, but are not required to, appear remotely at the final fairness hearing
2 through CourtCall. With these modifications, the form of notice is approved.

3 Turning to the notice procedure, the parties have selected Phoenix Settlement
4 Administrators as the settlement administrator. The administrator will mail the notice packet
5 within 25 calendar days of preliminary approval, after updating addresses based on a search of
6 the National Change of Address Database. The administrator will conduct a skip trace to locate
7 a more current address for class members whose notice packets are returned as undeliverable,
8 and re-mail such notices within 5 calendar days. Class members whose notices are re-mailed
9 will have an additional 15 days to submit a response. These notice procedures are appropriate
10 and are approved.

11 **VIII. CONCLUSION**

12 Plaintiffs' motion for preliminary approval is GRANTED. The final approval hearing
13 shall take place on May 26, 2022 at 1:30 p.m. in Dept. 1. The following class is preliminarily
14 certified for settlement purposes:

15 All current and former hourly-paid or non-exempt employees, who worked for
16 Defendant in California at any time during the Class Period [(November 15, 2018,
17 through the date of Preliminary Approval)], and who received at least one
18 paycheck during the Class Period from Defendant.

19 **IT IS SO ORDERED.**

20 Date: January 25, 2022

21 
22 _____
23 The Honorable Sunil R. Kulkarni
24 Judge of the Superior Court
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