ATTORNEY OR PARTY WITHOUT ATTORNEY	FOR COURT USE ONLY
STATE BAR NUMBER: 106411 / 360846 NAME: Robert W. Thompson / Dylan Cosby FIRM NAME: CALLAHAN THOMPSON SHERMAN & CAUDILL, LLP STREET ADDRESS: 2601 MAIN STREET, SUITE 800 CITY: IRVINE STATE: CA ZIP CODE: 92614 TELEPHONE NO.: 949-261-2872 FAX NO.: 949-261-6060 EMAIL ADDRESS: rthompson@ctsclaw.com / dcosby@ctsclaw.com ATTORNEY FOR *(name)*: Premier Automotive of Buena Park LLC dba Premier Chevrolet of Buena Park	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 West Santa Ana Blvd. MAILING ADDRESS: 751 West Santa Ana Blvd. CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: RONALD SILVA DEFENDANT/RESPONDENT: PREMIER CHEVROLET OF BUENA PARK, ET AL.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER ***(Check one):*** [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)	CASE NUMBER: 30-2021-01218096

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: June 11, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: June 18, 2026

Robert W. Thompson / Dylan Cosby
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Dylan Cosby
(SIGNATURE)

PLAINTIFF/PETITIONER: RONALD SILVA DEFENDANT/RESPONDENT: PREMIER CHEVROLET OF BUENA PARK, ET AL.	CASE NUMBER: 30-2021-01218096

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

_______________________________ ▶ _______________________________
(TYPE OR PRINT NAME OF DECLARANT) (SIGNATURE OF DECLARANT)

PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I am employed in the County of Orange, State of California, I am over the age of 18 years and not a party to the within action; my business address is 2601 Main Street, Suite 800, Irvine, California.

On this date, June 18, 2026, I served the foregoing document described as:

NOTICE OF ENTRY OF JUDGMENT OR ORDER

I enclosed a true copy of said documents in a sealed envelope or package addressed to the persons noted below.

X___ (By electronic service) **ONLY BY ELECTRONIC TRANSMISSION** by emailing the document(s) to the persons at the email address(es) listed pursuant to Code of Civil Procedure § 1010.6(e)(1) and (2), and § 1013(g) from lunis@ctsclaw.com. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

Executed on June 18, 2026, at Irvine, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. I further declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Lori Unis

LORI UNIS

CALLAHAN THOMPSON SHERMAN & CAUDILL LLP

SERVICE LIST

Case Name	: Silva v. Premier Chevrolet of Buena Park, LLC, et al.
Court	: Orange County Superior Court, State of California
Case Number	: 30-2021-01218096-CU-OE-CXC

Anthony J. Nunes, Esq. Nunes Worker Rights Law, APC 15260 Ventura Blvd, Ste 1200 Sherman Oaks, CA 91403-5347 Phone: (530) 848-1515 Email: tony@nunesworkerrightslaw.com	Attorney for Plaintiff, **RONALD SILVA**
CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT AGENCY Attn.: PAGA Administrator 800 Capital Mall Ste. 1022 Sacramento, CA 95814	**Via U.S. Mail and LWDA Online System**

TENTATIVE RULINGS

DEPT CX102

Judge Layne H. Melzer

Court Reporters: Official court reporters (i.e., court reporters employed by the Court) are **NOT** typically provided for law and motion matters in this department. If a party desires a record of a law and motion proceeding, it will be the party's responsibility to provide a court reporter. Parties must comply with the court's policy on the use of privately retained court reporters which can be found on the court's website at Court Reporter Services | Superior Court of California | County of Orange.

Tentative rulings: The court endeavors to post tentative rulings on the court's website in the morning, prior to the afternoon hearing. However, ongoing proceedings such as jury trials may prevent posting by that time. Tentative rulings may not be posted in every case. Please do not call the department for tentative rulings if tentative rulings have not been posted. The court will not entertain a request to continue a hearing or the filing of further documents once a tentative ruling has been posted.

Submitting on tentative rulings: If all counsel intend to submit on the tentative ruling and do not desire oral argument, please advise the Courtroom Clerk or Courtroom Attendant by calling (657) 622-5302. Please do not call the department unless all parties submit on the tentative ruling. If all sides submit on the tentative ruling and so advise the court, the tentative ruling shall become the court's final ruling and the prevailing party shall give notice of the ruling and prepare an order for the court's signature if appropriate under Cal. R. Ct. 3.1312.

Non-appearances: If nobody appears for the hearing and the court has not been notified that all parties submit on the tentative ruling, the court shall determine whether the matter is taken off calendar or the tentative ruling becomes the final ruling. The Court also might make a different order at the hearing. (*Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442, fn. 1.)

APPEARANCES: Department CX102 conducts non-evidentiary proceedings, such as law and motion, remotely, by Zoom videoconference pursuant to CCP §367.75, California Rule of Court (CRC) 3.672 and Orange County Local Rule (OCLR) 375. All counsel and self-represented parties appearing for such hearings must check-in online through the Court's civil video appearance website at Civil Remote Hearings | Superior Court of California | County of Orange prior to the commencement of their hearing. Once the online check-in is completed, participants will be prompted to join the courtroom's Zoom hearing session. Participants will initially be directed to a virtual waiting room pending the start of their specific video hearing. Check-in instructions and instructional video are available on the website. The Court's "Appearance Procedures and Information--Civil Unlimited and Complex" ("Appearance Procedures") and "Guidelines for Remote Appearances" ("Guidelines") contained on the Court's website will be strictly enforced. Parties preferring to appear in-person for law and motion hearings may do so pursuant to CCP §367.75 and OCLR 375.

PUBLIC ACCESS: The courtroom remains open for all evidentiary and non-evidentiary proceedings.

No filming, broadcasting, photography, or electronic recording is permitted of the video session pursuant to California Rules of Court, rule 1.150 and Orange County Superior Court rule 180.

TENTATIVE RULINGS
6/11/2026
02:00 PM

100	**Corelogic, Inc. vs. Underwriters at Lloyds Syndicate 4711 Asp Subscribing To Policy No. B0713medte2001034** **2025-01521725**	**1. Demurrer to Complaint** **2. Motion to Strike Complaint** **3. Case Management Conference** **OFF CALENDAR BASED ON NOS; COURT WILL SET AN OSC RE DISMISSAL ON SETTLED CASE APPROXIMATELY 45 DAYS OUT BY SEPARATE MO.**
103	**Blakeslee vs. Daniel Ansel as Co-administrator of Estate of Joseph Anthony Tena** **2019-01046095**	**Motion for Continuance of Action by Successor in Interest** Carol Reichelt's motion to substitute as successor in interest to deceased Plaintiff Rodney Reichelt is **GRANTED**. (See Code Civ. Proc., §§ 377.20-377.21, 377.30-377.33; see also ROA #493, passim, Exh. A.) The Court hereby **ORDERS** "Carol Reichelt, as the successor in interest to Rodney Reichelt," substituted in for Plaintiff Rodney Reichelt. Moving party shall give notice.
104	**Harrop vs. Nationstar Mortgage, LLC.** **2025-01520293**	**1. Motion to Compel Arbitration** **2. Case Management Conference** Defendant Rocket Mortgage, LLC s/b/m Nationstar Mortgage LLC d/b/a Mr. Cooper's motion to compel arbitration and stay proceedings is **DENIED AS MOOT ON THE CONDITION that Plaintiffs Faith Harrop and Cindy Dang properly file and serve, within 14 days of notice of this ruling, a first amended complaint that asserts only representative PAGA claims and no individual PAGA claims.** As an initial matter, the Court notes that Plaintiffs belatedly filed their opposition to the motion on 6/2/2026 rather than by 5/29/2026. Defendant contends in its reply that it was "prejudiced by Plaintiffs' late filing . . . given the substantially shorter time it had to prepare and file its reply brief." (ROA #32, Reply, at p. 3.) But Defendant has not provided more detail on the alleged prejudice, including in counsel's supporting declaration. (See ROA #34, Gonda Decl., passim.) Instead, Defendant filed a 5-page substantive reply brief, in which Defendant contends that the Court "*may* simply disregard Plaintiffs' Opposition." (*Id.*, emphasis added.) Given that Defendant was able to file a substantive reply brief, the Court exercises its discretion and considers, in the interests of justice, Plaintiffs' belated opposition. That said, Plaintiffs' counsel is **ADMONISHED** to comply with all rules and procedures applicable to this Court with future filings.

The Court also **OVERRULES** Defendant's objections to Plaintiffs' use of electronic service on Defendant. Defendant contends that Plaintiffs' use of electronic service is inappropriate and ineffective because "[t]he parties do not have an e-service agreement in this case, a fact that Nationstar's counsel has communicated to Plaintiffs' counsel on more than one occasion." (Reply at p. 2, citing Gonda Decl., ¶ 2.) However, Code of Civil Procedure (CCP) section 1010.6, subdivision (b)(2) requires that "[a] person represented by counsel, who has appeared in an action or proceeding, shall accept electronic service of a notice or document that may be served by mail, express mail, overnight delivery, or facsimile transmission." Moreover, California Rules of Court, rule 2.251(c)(3) provides that "a party or other person that is required to file documents electronically in an action must also serve documents and accept service of documents electronically from all other parties or persons." Further, Orange County Superior Court Local Rule 352 provides that "documents filed by represented parties in all limited, unlimited, and complex civil actions must be filed electronically and allow for service electronically, unless the Court excuses parties from doing so." Here, the Court has not issued any order excusing Defendant from being required to serve and accept service electronically. Therefore, as Defendant is represented by counsel and has made an appearance in the case, Defendant is required to accept service electronically. Defense counsel is also **ADMONISHED** to comply with all rules and procedures applicable to this Court.

Substantively on the instant motion, Defendant has moved to compel arbitration of Plaintiffs' individual PAGA claims. (See generally ROA #11 [Mot. P&A], 13 [Not. of Mot. & Mot.].) Plaintiffs have since taken the position that they are withdrawing or dismissing any individual PAGA claims and seek to pursue representative-only PAGA claims. (ROA #30, Opp.) Accordingly, Plaintiffs contend that Defendants' motion should be denied as moot. (*Id.*)

Although Plaintiffs contend that they "filed their *Notice to Withdraw/Dismiss Individual PAGA Claims* on February 24, 2026" (Opp. at p. 1, emphasis original), no such filing appears in the Court's register of actions. Nevertheless, it appears that Plaintiffs served Defendant with this notice on or about 2/25/2026. (See Gonda Decl., ¶ 3.) Plaintiffs have also maintained their intent to "dismiss" their individual PAGA claims in the parties' joint CMC statement filed on 5/28/2026 (ROA #26) and in their opposition to the instant motion (ROA #30).

While the Court agrees with Defendant that procedurally, Plaintiffs have not yet effectively amended their complaint to state only representative PAGA claims, Plaintiffs are nevertheless entitled to amend their complaint once as a matter of right without leave of court before defendant's answer, demurrer, or motion to strike is filed. (CCP, § 472, subd. (a); see also *Doe v. Second Street Corp.* (2024) 105 Cal.App.5th 552, 578 [rejecting argument that filing motion to compel arbitration is functional equivalent of filing answer for purposes of CCP section 472(a), and also rejecting argument that filing of motion to compel arbitration results in an automatic stay of all proceedings under CCP section 1281.4 before any noticed motion to stay is heard].)

Setting aside these procedural issues, Defendant also substantively contends that headless PAGA claims are not permitted under Labor Code section 2699. In support, Defendant primarily relies upon *Leeper v. Shipt* (2024) 107 Cal.App.5th 1001 and *Williams v. Alacrity Solutions Group, LLC* (2025) 110 Cal.App.5th 932.

However, Defendant also acknowledges that there is contrary authority, including *CRST Expedited, Inc. v. Superior Court* (2025) 112 Cal. App. 5th 872, which has held that "headless PAGA actions were among the choices allowed the LWDA's representatives." (*CRST*, *supra*, at p. 883.) Although *CRST* interpreted an earlier version of Labor Code section 2699, the relevant language upon which the *CRST* court based its holding has remained substantially similar.

As Defendant also acknowledges, *Leeper*, *Williams*, *CRST*, and other similar cases are on review by the California Supreme Court to address the following issues: "1.) Does every Private Attorneys General Act (Lab. Code, § 2698 et seq.) (PAGA) action necessarily include both individual and non-individual PAGA claims, regardless of whether the complaint specifically alleges individual claims? 2.) Can a plaintiff choose to bring only a non-individual PAGA action?" (*Leeper v. Shipt* (Cal., Apr. 16, 2025) 566 P.3d 234.)

Thus, as it stands, until the Supreme Court rules on *Leeper*, there is a split of authority among the Courts of Appeal, and the trial court may and must make a choice between the conflicting decisions. (See *Auto Equity Sales, Inc. v. Superior Court* (1962) 57 Cal.2d 450, 456.) The Court finds the reasoning of *CRST*, as well as *Galarsa v. Dolgen California, LLC* (2025) 115 Cal.App.5th 1, to be more persuasive than *Leeper* and *Williams*. As *CRST* and *Galarsa* are directly applicable here, Plaintiffs may properly allege representative-only PAGA claims.

Therefore, the Court **DENIES** Defendant's motion to compel arbitration **ON THE CONDITION that Plaintiffs properly file and serve, within 14 days of notice of this ruling, a first amended complaint that asserts only representative PAGA claims and no individual PAGA claims.**

In so ruling, the Court acknowledges that the state of the law is uncertain. Thus, should the Supreme Court rule contrary to *CRST* and *Galarsa* and adopt the *Leeper* holding, Defendant may bring a further motion to compel arbitration seeking the same relief based on "new law." As such, this ruling is without prejudice pending a ruling from the Supreme Court.

Because of the uncertainty in the law, Defendant also requests in its reply a stay of this action pending the Supreme Court's decision in *Leeper*. (Reply at p. 6.) Defendant has cited no authority requiring the Court to stay the action simply because the law is unsettled. According to research based on 2023-2024 data, the average time from completion of briefing to the California Supreme Court's issuance of a decision is 450 days. (See California Constitution Center, "The California Supreme Court's average time from briefing to oral argument 2023-24," SCOCAblog (June 3, 2025),

		available at https://scocablog.com/the-california-supreme-courts-average-time-from-briefing-to-oral-argument-2023-24/.) This Court also takes judicial notice of the Supreme Court's docket in *Leeper*, which shows that the case was fully briefed as of 3/11/2026, and oral argument has not yet been set. Accordingly, the Court also **DENIES** Defendant's request to stay this case pending the California Supreme Court's resolution of *Leeper*. Moving party shall give notice.
105	**Valenzuela vs. Texas De Brazil Rancho Corporation** **2023-01356359**	**Motion for Final Approval of Class Action and PAGA Settlement** The Court has reviewed the supplemental materials provided by Class Counsel and finds that they adequately address the previously identified issues. Accordingly, Plaintiffs Kayla Jade Valenzuela, Britany Marticorena, Daniel Madrid, Olivia Matley, Aaliyah Taylor, Caitlin Croxford, and Priscila Pena's Motion for Final Approval of Class Action and PAGA Settlement is **GRANTED**. This is a putative wage-and-hour class action and PAGA matter. On 10/13/2023, Plaintiffs Kayla Jade Valenzuela, Britany Marticorena, Daniel Madrid, Olivia Matley, Aaliyah Taylor, Caitlin Croxford, and Priscila Pena, individually and on behalf of all similarly situated aggrieved employees, filed a class action complaint against Defendants Texas de Brazil Rancho Corporation, Texas de Brazil Carlsbad Corporation, Texas de Brazil Concord Corporation, Texas de Brazil Fresno Corporation, Texas de Brazil Irvine Corporation, Texas de Brazil Oxnard Corporation, and Texas de Brazil Corporation. (ROA #2.) On 12/21/2023, as a matter of right, Plaintiffs filed the operative first amended complaint (FAC). (ROA #23.) The FAC alleges various Labor Code wage-and-hour violations and unfair business practices, including a claim for PAGA penalties. (*Id.*) On 4/4/2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action and PAGA Settlement. (ROA #123.) On 8/14/2025, at the 2nd hearing on the matter, the Court granted the motion. (ROA #147.) On 9/10/2025, the Court entered the order granting preliminary approval. (ROA #158.) On 3/10/2026, Plaintiffs filed the instant Motion for Final Approval of Class Action and PAGA Settlement. The motion seeks approval of the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"), which provides for the settlement of Plaintiffs' class and PAGA claims for the non-reversionary gross settlement amount ("GSA") of $638,737 after the triggering of the escalator clause, which increased the GSA from $500,000 by $138,737. The GSA includes $63,873.70 allocated for PAGA penalties. On 4/2/2026, at the first hearing on the motion, the Court ruled that an attorneys' fee award totaling $191,621.10 or 30% of the GSA, constituting a 0.86 multiplier against the lodestar amount, is fair, adequate, and reasonable

for a class and settlement of this size, including considering the action's contingent nature and the results achieved. (ROA #184.) The Court further ruled that a Class Representative Service Payment of $2,554.95 for each of the seven (7) named Plaintiffs is fair, adequate, and reasonable for a class and settlement of this size, considering that there was nothing extraordinary about Plaintiffs' contributions to the case. (*Id.*) The Court also continued the first hearing on the motion and asked counsel to address various issues. (ROA #184.)

The Court now finds that the Class is comprised of 1,397 Class Members, defined as: "All of Defendants' non-exempt employees in California during the Class Period." The Class or Settlement Period is 10/13/2019 to 8/14/2025.

The Settlement also includes 775 Aggrieved Employees, defined as: "All of Defendants' non-exempt hourly employees during the PAGA Period." The PAGA Period is 10/16/2022 to 8/14/2025.

On 1/12/2026, the settlement administrator, Phoenix Settlement Administrators, sent class notices via U.S. mail to 1,397 Class Members. As of 5/14/2026, ten (10) class notices were returned to the administrator as undeliverable. After skip tracing, eight (8) updated addresses were obtained, and those class notices were remailed. Therefore, two (2) class notices were deemed undeliverable.

The administrator reports that as of 5/14/2026, three (3) requests for exclusion were received from Jeff Cardenas, Marcos Mendoza, and Valentin J. Rangel, who will not be bound by the Settlement or judgment in this case.

Also as of 5/14/2026, zero objections and zero workweek disputes were received by the administrator.

Therefore, 99.79% of the Class is participating in the Settlement.

The Court approves the following specific awards and disbursements:

- Attorneys' fees totaling $191,621.10 awarded to Class Counsel, Robinson di Lando, A Professional Law Corporation;
- Litigation costs totaling $15,000.00 awarded to Class Counsel, Robinson di Lando, A Professional Law Corporation;;
- Settlement administration costs of $ awarded to $17,500.00;
- Class Representative Service Payments of $2,554.95 each awarded to Plaintiffs Kayla Jade Valenzuela, Britany Marticorena, Daniel Madrid, Olivia Matley, Aaliyah Taylor, Caitlin Croxford, and Priscila Pena, totaling $17,884.65; and
- $47,905.28 remitted to the Labor and Workforce Development Agency (LWDA) for its 75% share of the $63,87370 allocated to PAGA penalties.

The Net Settlement Amount payable to all Class Members is $311,825.97, including the $15,968.425 in PAGA penalties to be distributed to the

Aggrieved Employees as their 25% share, in accordance with the terms of the Settlement. Pursuant to the Settlement, Defendant is ordered to separately pay all employer payroll taxes owed on the wage portions of the individual settlement payments.

Within five (5) court days, Class Counsel must submit another revised Proposed Order and Judgment with the following revisions:

1. The Court prefers the use of a combined "order and judgment. Thus, the revised proposed order and judgment should be clearly captioned as such (e.g., "Order of Final Approval and Judgment").
2. The specific awards and disbursements should be revised to reflect the amounts set forth in this order. In particular, the Court notes that the amounts set forth in ¶ 8.d. as the LWDA's 75% share and the Aggrieved Employees' 25% share of the $63,873.70 allocated to PAGA Penalties is incorrect in the proposed order submitted at ROA #188.
3. This department hears Law & Motion on Thursdays at 2:00 p.m.. The parties must select a Final Accounting hearing date on a Thursday at 2:00 p.m.
4. Pursuant to Code of Civil Procedure 384.5 and Government Code section 68520, subdivision (a), because the Settlement Agreement provides for distribution of uncashed funds to a cy pres recipient, Legal Aid at Work, the proposed order and judgment must contain (1) the causes of action resolved by the judgment, with a summary of the underlying allegations; (2) the name of the cy pres recipient; and (2) the purpose of the distribution to the cy pres recipient and how the cy pres recipient plans to expend the funds or proceeds received, if known.

Final Accounting will be set in accordance with the Court's Order of Final Approval and Judgment after Class Counsel proposes a new realistic date. Counsel shall submit the final report of the settlement administrator regarding the status of the settlement administration no later than sixteen (16) court days prior to the hearing date. The final report must include all information necessary for the Court to determine the total amount of the settlement funds actually paid to the Class Members and all others in accordance with the Settlement Agreement, as well as the amount of unclaimed funds, if any, disbursed to the cy pres recipient, Legal Aid at Work. If the settlement funds are not completely disbursed by the report deadline, counsel must request a continuance. Failure to do so may result in the issuance of an Order to Show Cause re Monetary Sanctions.

Also, because the Settlement Agreement provides for distribution of the unclaimed funds to a cy pres recipient, Legal Aid at Work, after such distribution has been made by the settlement administrator, Class Counsel must, in addition to submitting the administrator's final report, also submit a Proposed Amended Order Granting Final Approval and Judgment that specifies the amount distributed to the cy pres recipient in compliance with Code of Civil Procedure sections 384, subdivision (b), and 384.5, and Government Code section 68520, subdivision (a).

		Plaintiffs are ordered to give notice of this ruling, including to the LWDA, and file proof of service within five (5) court days after entry of the Final Approval Order and Judgment.
106	**Arevalo vs. National Signal LLC** **2024-01382811**	**Motion for Preliminary Approval of Class Action and PAGA Settlement** **CONTINUED AND OSC SET FOR FAILURE TO COMPLY WITH COURT'S 11/6/25 ORDER**
107	**Barnuevo vs. Prime Healthcare La Palma, LLC** **2021-01223132**	**Application/Request (Motion to Approve a PAGA Settlement)** Plaintiffs Maylo Barnuevo, Nelson Basilio, Eric Adrian Estrella, Eric Brian Estrella, Ali Khatatba, Patrick Santiago Lim, Karen Sampson's Motion for Approval of PAGA Settlement is **CONTINUED to September 17, 2026 at 2:00 p.m. in Department CX102** in order to give Plaintiffs' counsel an opportunity to address the issues identified below. This is a Labor Code violation case, including a PAGA claim. On 9/24/2021, Plaintiffs Maylo Barnuevo, Nelson Basilio, Eric Adrian Estrella, Eric Brian Estrella, Ali Khatatba, Patrick Santiago Lim, Karen Sampson filed a complaint for Labor Code violations against Defendant Prime Healthcare La Palma LLC. (ROA #2.) On 11/30/2021, Plaintiffs filed a first amended complaint, which included adding a PAGA cause of action. (ROA #9.) The operative complaint is the second amended complaint (SAC), filed on 1/14/2026. (ROA #135.)

In the meantime, on 5/2/2022, the parties stipulated to arbitrate Plaintiffs' claims and to stay this action, "including the PAGA action," until this matter is arbitrated. The Court entered the stipulated order to stay this action on 5/2/2022. (ROA #56.)

On 3/20/2026, Plaintiffs filed a notice of related case. (ROA #145.) On 3/25/2026, the Court took notice of *Mical v. Prime Healthcare La Palma*, LLC, OCSC Case No. 2022-01292457, as a related case. (ROA #149.)

On 1/21/2026, Plaintiffs filed the instant Motion to Approve a PAGA Settlement, and submitted for the Court's review the Joint Stipulation of PAGA Settlement and Release of Claims ("Settlement Agreement") and proposed notice/cover letter to aggrieved employees that will accompany the payment to them. The parties seek the Court's approval of this settlement while the arbitration of Plaintiffs' remaining claims is still pending. The motion seeks approval of the parties' proposed settlement of Plaintiffs' PAGA claims for the non-reversionary gross settlement amount (GSA) of $300,000.

The Court concludes that an attorneys' fee award totaling $166,666.67 or 1/3 of the GSA, constituting a 0.13 multiplier of the lodestar amount based on counsel's proffered evidence, is fair, adequate, and reasonable for a settlement of this size, including considering the action's contingent nature and the results achieved.

The Court also concludes that a litigation cost award totaling $51,030.09, which is the amount requested in the motion, is supported by counsel's proffered evidence.

Further, the Court has identified the following issues with the moving papers, which must be addressed by Plaintiffs' counsel before approval can be granted:

1. Counsel is reminded that CRC 2.256(b)(3) requires all filings to be text searchable when technologically feasible.
2. The Settlement Agreement includes an escalator clause. But this is a motion to have the settlement fully approved, and so a specific GSA must be approved upon the granting of this motion. At this point, the parties should know or be able to determine the number of Aggrieved Employees and qualifying pay periods based on the PAGA Period.
3. A direct release by the State of California should not be included, since the State is not directly participating in this lawsuit. Instead, this provision of the settlement agreement should be amended to read: "Plaintiffs, *on behalf of the State of California*, and each Aggrieved Employee . . . ." (italics added for emphasis).
4. Plaintiffs' counsel must attest as to whether there is a fee-splitting agreement with any other counsel, or confirm there is none.

Plaintiffs' counsel must also provide a revised notice/cover letter to aggrieved employees that will accompany the payment to them, with the following revisions:

		1. The GSA should be updated to be consistent with how counsel addresses the escalator clause issue the Court raised above. 2. The specific awards and disbursements should be revised to reflect the amounts set forth in this order. This includes the amount sought for costs, which was not $80,000 but $51,030.09 based on the moving papers. 3. The pages should be numbered. 4. The notice/cover letter should explain the deadline for cashing checks and the consequences for not timely cashing a check. Plaintiffs' counsel must also provide a revised [Proposed] Order Approving PAGA Settlement with the following revisions: 1. The proposed order should attach the Settlement Agreement it says it attaches as Exhibit 1. 2. The GSA should be updated to be consistent with how counsel addresses the escalator clause issue the Court raised above. 3. The specific awards and disbursements should also be revised to reflect the amounts set forth in this order. 4. Attorney information must be deleted from the caption page. 5. All terms that require definition must either be defined in the proposed order and judgment itself or clearly incorporate by reference definitions found elsewhere in the record. 6. The proposed order should include a finding that settlement is fair, adequate, and reasonable. 7. So as to avoid confusion, the settlement agreement should be attached as Exhibit "A" rather than Exhibit "1," and the notice/cover letter may remain "Exhibit 1" attached thereto. 8. There is a typo at page 2, line 18: "uunderlying" should be spelled "underlying." The Court further refers Plaintiffs' counsel to the "Guidelines for Approval of Class Action Settlements & PAGA Settlements" posted on the Court's website for Department CX102, available at https://voypubapps.occourts.org/complex-civil-calendar. Plaintiffs' counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide redlined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a continuance. Plaintiffs to give notice of this ruling, including to the LWDA, within five (5) court days, and file proof of service.

108	**Mical vs. Prime Healthcare La Palma, LLC** **2022-01292457**	**Case Management Conference**
109	**Jamal vs. DB Glboal, Inc.** **2024-01396853**	**Motion for Approval of Preliminary Class Settlement** Plaintiff Rima Jamal's Motion for Preliminary Approval of Class Action and PAGA Settlement is **CONTINUED to September 17, 2026 at 2:00 p.m. in Department CX102** in order to give Class Counsel an opportunity to address the issues identified below. This is a putative wage-and-hour class action and PAGA matter. On 4/30/2024, Plaintiff Rima Jamal, individually and on behalf of all others similarly situated, filed a class action complaint against Defendants DB Glboal [*sic*], Inc. and Right at Home, LLC, alleging various Labor Code wage-and-hour violations and unfair business practices. (ROA #2.) On 6/26/2024, Plaintiff filed a form Amendment to the Complaint, correcting the name of the first defendant to DB Global, Inc. (ROA #25.) On 7/2/2024, the Court entered the order approving the amendment. (ROA #26.) On 7/9/2024, Defendant DB Global, Inc. dba Right at Home and Defendant Right at Home, LLC answered. (ROA #31, 34.) On 5/13/2025, the Court took notice that Plaintiff's PAGA action against the same defendants is a related case: Jamal v. DB Global, Inc., OCSC Case No. 2024-01411993. (ROA #51.) That action was filed on 7/5/2024, alleging a single cause of action for PAGA penalties. (ROA #2 in Case No. 2024-01411993.) On 9/4/2024, Defendant DB Global, Inc. dba Right at Home answered. (ROA #15 in Case No. 2024-01411993.) On 1/28/2026, Plaintiff filed the instant Motion for Preliminary Approval of the Class Action and PAGA Settlement in the instant case, and submitted the Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims ("Settlement Agreement") and Class Notice for the Court's review. The motion seeks preliminary approval of the parties' proposed settlement of Plaintiff's class and PAGA claims for the non-reversionary gross settlement amount (GSA) of $300,000. The GSA includes $30,000 allocated for PAGA penalties.

		The Court has identified several issues with the Settlement Agreement and moving papers. Accordingly, the following issues must be addressed by Class Counsel before preliminary approval can be granted: 1. Counsel has failed to provide the Court with a text-searchable version of the settlement agreement, in compliance with CRC 2.256(b)(3). 2. Counsel has also failed to comply with CRC 3.1113(f) requiring that a memorandum of points and authorities that exceeds 10 pages must include a table of contents and table of authorities. 3. The Settlement Agreement provides that "[p]rior to filing the motion for preliminary approval, the Parties will submit a stipulation to the Court in the Class Action requesting to consolidate the PAGA Action with the Class Action." (Settlement, ¶ 39.) Plaintiff's counsel's declaration also attests that "[a]s part and parcel to the Agreement, the Parties agree to stipulate to the consolidation of the PAGA Action within the Class Action for purposes of settlement approval (hereinafter, the 'Action')." (ROA #72, Counsel Decl., ¶ 8.) However, the parties have not yet filed such a stipulation or proposed order, so the actions are only related at this time. Yet the motion seeks approval of settlement of both actions. The parties must take steps to formally consolidate the actions before preliminary approval may be granted on this single motion filed only in this case. 4. The moving papers fail to provide an estimated number of PAGA Aggrieved Employees. 5. The Settlement Agreement provides that unclaimed funds will be remitted to Legal Aid at Work as a cy pres recipient. Defense counsel (along with Defendant DB Global and Plaintiff) have attested that there is no potential conflict of interest as to the proposed cy pres recipient. (ROA #62, ¶¶ 4-6; ROA #66, ¶ 24.) However, Plaintiff's counsel has provided any such declaration, as required by CCP section 382.4. 6. The moving papers do not explain why Defendant will fund the GSA in two installment payments rather than one lump sum. 7. Class Counsel's valuation analysis of why the settlement is fair, adequate and reasonable in light of the strengths and weaknesses of the claims is incomplete. Although counsel provided a valuation for each type of claim, counsel's valuation did not clearly and consistently differentiate between estimated maximum exposure and realistic adjusted value or explain what discounts were taken and why to arrive at realistic adjusted values. Counsel must provide "the actual discount amounts applied to each claim for certification risks and merits risks as well as an analysis of the gross settlement amount as a percentage of . . . the risk-adjusted recovery," as required by this department's Guidelines for Approval of Class Action Settlements & PAGA Settlements at ¶ I.A.13. 8. Class Members must have the option of submitting requests for exclusion, objections, and workweek disputes by fax and email in addition to by mail. 9. The additional 15-day deadline for responses to the Class Notice (i.e., opt outs, objections, and workweek disputes) after remailing is too short and should be at least 30 days after remailing.

		10. The Settlement Agreement should specify that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h). Class Counsel must also provide the Court with a revised Class Notice with the following revisions: 1. The notice should be revised so as to be consistent with the resolution of the issues identified above, including correcting the caption used on page 1 to reflect consolidation of the two related actions after it occurs. 2. On page 1, the sentence "Please continue reading to learn how this Settlement affects your rights" should be replaced with the following sentences, bolded, and set forth in a new paragraph: "Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it." 3. Rather than having Class Members draft their own workweek disputes, the Class Notice should include a form for this purpose, just as it does for opt out requests and objections. 4. Under Option 3 for objections to the settlement, the first sentence reads: "If you are a Class Member who does not opt out of the Class, you may object to the Settlement, personally or through an attorney, by submitting your objection to the Settlement Administrator. . . ." This does not clearly inform the Class Member that they may also object by appearing at the Final Approval hearing either personally or through an attorney. 5. In addition to Class Counsel's contact information and the Court's website for accessing case records, the notice should also provide a URL to a website, maintained by the settlement administrator or plaintiff's counsel, that has links to the notice, settlement agreement, and key case documents. 6. The notice should specify that the judgment, "whether favorable or not," will be binding all Class Members who do not request exclusion. (CRC, rule 3.766(d)(4).) Class Counsel must also provide a revised [Proposed] Order Granting Preliminary Approval with the following revisions: 1. The proposed order should be revised to incorporate the relevant revisions identified above, including a revised caption following consolidation as well as revised attachments. 2. Counsel should not leave blank but should instead propose a realistic Final Approval hearing date, taking into account the deadlines associated with mailing and remailing the notice and responses thereto and the documentation required to support final approval (including but not limited to time records or a summary of time spent by Class Counsel so as to enable the Court to evaluate the lodestar and attorneys' fee request; detailed litigation cost breakdowns; an Administrator declaration and invoice; and Plaintiff's declaration to support the enhancement request). The Court usually sets these hearings at least 4 months after preliminary approval. All supporting

		papers must also be filed at least sixteen (16) court days before the Final Approval hearing date. 3. The proposed order should specify the Court's continuing jurisdiction pursuant to both California Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h). The Court further refers Class Counsel to the "Guidelines for Approval of Class Action Settlements & PAGA Settlements" posted on the Court's website for Department CX102, available at https://voypubapps.occourts.org/complex-civil-calendar. Class Counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide redlined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a further continuance. Plaintiff is ordered to give notice of this Court's ruling, including to the LWDA, within five (5) court days, and file proof of service.
110	**Jamal vs. DB Glboal, Inc.** **2024-01411993**	**Status Conference**
111	**Logue vs. JHA Remediation LLC** **2024-01401183**	**1. Motion for Approval of PAGA Settlement** **2. Status Conference** **3. Order to Show Cause re: Monetary Sanctions for Plaintiff's FTA** **OSC:** The Court finds that Plaintiff's counsel has provided substantial justification for failure to appear at the 3/26/2026 case management conference. (See ROA #145.) Therefore, the Court **VACATES** the OSC re: Monetary Sanctions for Plaintiff's Failure to Appear. **APPROVAL MOTION:** Plaintiff Corey Logue and Defendants' JHA Remediation, LLC and JHA Environmental, Inc.'s joint Motion for Approval of PAGA Settlement is

		CONTINUED to August 27, 2026 at 2:00 p.m. in Department CX102 in order to give Plaintiff's counsel an opportunity to address the issues identified below. This is a PAGA-only action. On 5/21/2024, Plaintiff Corey Logue filed a PAGA complaint against Defendants JHA Remediation LLC and JHA Environmental, Inc., seeking PAGA penalties for Defendants' alleged (1) failure to provide meal breaks; (2) illegal rounding of time worked; (3) failure to pay proper rates for overtime work; (4) were not paid all wages due upon separation from employment; and (5) were not provided accurate wage statements. (ROA #2.) On 5/29/2026, Defendants answered. (ROA #8.) On 5/29/2026, Defendants filed a notice of related case regarding *Logue v. JHA Remediation LLC*, OCSC Case No. 2024-01384205. In that case, the same Plaintiff filed a complaint against the same Defendants on 3/5/2024, alleging 13 causes of action for various Labor Code violations, plus claims of discrimination based on disability, violation of the right to family care and medical leave, retaliation, whistleblower protection, wrongful discharge, and unfair competition. (ROA #2 in Case No. 2024-01384205.) On 1/28/2026, Plaintiff, jointly with Defendants, filed the instant Motion for Approval of PAGA Settlement, and submitted for the Court's review the Private Attorneys General Act (Labor Code § 2698 Et Seq.) Settlement Agreement ("Settlement Agreement"). The motion seeks approval of the parties' proposed settlement of Plaintiff's PAGA claims for the non-reversionary gross settlement amount (GSA) of $115,000. The Court has identified the following issues with the moving papers, which must be addressed by Plaintiff's counsel before approval can be granted: 1. The moving papers fail to provide the Aggrieved Employees' estimated individual recovery under the proposed settlement, including the estimated average, low, and high payments to Aggrieved Employees. 2. The Settlement provides that Defendants will fund the GSA in 4 installments. (Settlement, ¶ III.6.b.) However, this provision does not clearly state how much each installment payment will be (including the first one specified to be due within 15 calendar days of the Effective Date). 3. The Settlement Agreement includes an escalator clause. But this is a motion to have the settlement fully approved, and so a specific GSA must be approved upon the granting of this motion. At this point, the parties should know or be able to determine the number of Aggrieved Employees and qualifying pay periods based on the PAGA Period. 4. The effective date of the release is before Defendants' full funding of the GSA, as the release is effective upon the Effective Date (i.e., the date upon which the Court enters the Final Order), even though Defendants have until 120 days of the Effective Date to fully fund the GSA. (Settlement, ¶¶ I.5, II.6.b., II.8.) Plaintiff's counsel must either explain why releasing the claims before settlement funds are

fully paid is in the best interests of the Aggrieved Employees, or amend the settlement agreement to release claims only after Defendants have fully paid the settlement funds.

5. The Settlement references a separate Confidential Settlement Agreement And Release ("Individual Settlement Agreement") that Plaintiff entered into with Defendants. Plaintiff has not provided the Court with a copy of this separate Individual Settlement Agreement, but the Court needs to review this agreement as part of evaluating whether the instant PAGA settlement is fair, adequate, and reasonable. Given that this Individual Settlement Agreement is purportedly confidential, Plaintiff's counsel may submit the agreement for the Court review in camera by lodging a copy with the Court either before or at the hearing.
6. In support of Plaintiff's request for attorneys' fees to be paid out of the GSA of this PAGA settlement, Plaintiff's counsel attests that his firm spent a total of 136.9 hours and submitted time records reflecting that amount. (Counsel Decl., ¶¶ 9, 14, Exh. F.) However, a review of the time records indicates that the 136.9 hours include time spent not only on this PAGA action but also on Plaintiff's individual action. Counsel has not explained why Plaintiff's attorneys fees for Plaintiff's individual action should be paid out of the GSA for the PAGA action. Counsel should segregate his billing for this matter and identify the correct lodestar amount for time spent on this PAGA action. (See, e.g., *Chacon v. Litke* (2010) 181 Cal.App.4th 1234, 1259, internal quotes omitted, italics original [recognizing "the primacy of the lodestar method for *all* fee-shifting statutes"]; *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal.App.5th 334, 357 [applying a lodestar analysis to determine the amount of reasonable attorneys' fees in PAGA cases].) The Court further notes that the Court is unlikely to approve attorneys' fees in excess of thirty percent (30%) of the GSA absent unique circumstances.
7. The Settlement allows for litigation costs up to $4,786.75, and this is the amount Plaintiff seeks. In support of this request, Plaintiff's counsel attests that his firm incurred $4,000 for Plaintiff's half of the full mediation fee ($8,000) and provides an invoice in support thereof. (Counsel Decl., ¶ 7, Exh. D.) However, based on the record in this case, it appears that the mediation also included Plaintiff's individual claims alleged in the related case (Case No. 2024-01384205). Counsel has not addressed why it is appropriate to allocate the full amount of Plaintiff's portion of the mediation fee (i.e., $4,000) as a cost recoverable in this PAGA action.
8. The moving papers do not include submission for the Court's review a draft of the notice/cover letter that will accompany the payments to the Aggrieved Employees. This notice/cover letter is referenced as constituting "Exhibit 3" to the proposed order submitted at ROA #129, but no exhibits were attached to the proposed order.

Plaintiff's counsel must also provide a revised [Proposed] Order Approving PAGA Settlement and Judgment with the following revisions:

9. The proposed order and judgment should identify the Settlement Agreement by its full name.

		10. The proposed order and judgment should include the definitions of the Aggrieved Employees and the PAGA Period. 11. Counsel should not leave blank but should instead propose a realistic Final Accounting hearing date, taking into account the deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The Court usually sets these hearings 9-10 months after final approval if the check-cashing deadline is 180 days. The parties must report to the Court the total amount that was actually paid to Aggrieved Employees and all others in accordance with the settlement agreement. All supporting papers must also be filed at least sixteen (16) court days before the Final Accounting hearing date. The Court further refers Plaintiff's counsel to the "Guidelines for Approval of Class Action Settlements & PAGA Settlements" posted on the Court's website for Department CX102, available at https://voypubapps.occourts.org/complex-civil-calendar. Plaintiff's counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide redlined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a continuance. Plaintiff to give notice of this ruling, including to the LWDA, within five (5) court days, and file proof of service.
112	**Logue vs. JHA Remediation LLC** **2024-01384205**	**Status Conference**

113	**Ramos vs. Ascent Aerospace, LLC** **2024-01416819**	**Motion to Approve PAGA Settlement** Plaintiff Francisco Ramos Jr.'s Motion for Approval of PAGA Settlement is **CONTINUED to October 8 at 2:00 p.m. in Department CX102 i**n order to give Plaintiff's counsel an opportunity to address the issues identified below. This is a PAGA-only action. On 8/5/2024, Plaintiff Francisco Ramos Jr. filed a class action complaint against Defendant Ascent Aerospace LLC, alleging 14 causes of action for various Labor Code violations and unfair competition. (ROA #2.) On 10/9/2024, Plaintiff filed the operative first amended complaint (FAC), adding a cause of action for PAGA penalties. (ROA #15.) Then, on 9/25/2025, Plaintiff filed a request for dismissal of his individual and class claims against Defendant without prejudice. (ROA #54.) The Court approved and granted the dismissal, entering the order on 10/3/2025. (ROA #62.) On 1/30/2026, Plaintiff filed the instant Motion for Approval of PAGA Settlement, and submitted for the Court's review the PAGA Settlement Agreement and Release ("Settlement Agreement") and proposed notice/cover letter to aggrieved employees that will accompany the payment to them. The motion seeks approval of the parties' proposed settlement of Plaintiff's PAGA claims for the non-reversionary gross settlement amount (GSA) of $100,000. The Court concludes that an attorneys' fee award totaling $30,000 or 30% of the GSA, constituting a 0.51 multiplier of the lodestar amount, is fair, adequate, and reasonable for a settlement of this size, including considering the action's contingent nature and the results achieved. The Court also concludes that litigation costs should not include overhead or nonrecoverable items such as postage. Therefore, the Court deducts from the requested amount $19.45 for postage incurred on 10/5/2023 and 8/5/2024, and awards reasonable costs in the amount of $12,590.55. Further, the Court has identified the following issues with the moving papers, which must be addressed by Plaintiff's counsel before approval can be granted: 9. Although at ¶ 22, the Settlement provides that the allocation of the PAGA penalties between the LWDA and Aggrieved Employees will be 65% and 35% respectively, the Settlement at ¶¶ 13 and 16 provides for a 75%/25% allocation, which is inconsistent and incorrect. 10. The moving papers fail to provide the Aggrieved Employees' estimated high and low individual recovery under the proposed settlement. 11. The Settlement Agreement includes an escalator clause. But this is a motion to have the settlement fully approved, and so a specific GSA must be approved upon the granting of this motion. At this point, the

parties should know or be able to determine the number of Aggrieved Employees and qualifying pay periods based on the PAGA Period.

12. The effective date of the release is before Defendant's full funding of the GSA, given that the release is effective as of the Effective Date (i.e., the date on which the Court enters a Judgment on its Order Approving the PAGA Settlement), but Defendant need not fund the GSA until up to 30 days after the Effective Date. (Settlement, ¶¶ 11, 36, 45.) Plaintiff's counsel must either explain why releasing the claims before settlement funds are fully paid is in the best interests of the Aggrieved Employees, or amend the settlement agreement to release claims only after Defendant has fully paid the settlement funds.
13. Paragraph 45 of the Settlement is phrased to provide a direct release by the State of California, but the State is not directly participating in this lawsuit. Therefore, this provision of the Settlement should be amended to read: "Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, *as well as on behalf of the State of California*), shall be deemed . . . ." (italics added for emphasis).
14. The Settlement notes that "The Parties also entered into a separate individual settlement agreement addressing the general release Plaintiff is providing to Defendant and the related consideration." (Settlement, ¶ 35.) Plaintiff has not provided a copy of this separate individual settlement agreement for the Court's review as part of evaluating whether the instant PAGA settlement is fair, adequate, and reasonable.
15. Plaintiff's counsel must attest as to whether there is a fee-splitting agreement with any other counsel, or confirm there is none.

Plaintiff's counsel must also provide a revised notice/cover letter to aggrieved employees that will accompany the payment to them, so that its terms are consistent with the resolution of the issues identified above.

Plaintiff's counsel must also provide a revised [Proposed] Order Approving PAGA Settlement and Judgment with the following revisions:

12. The proposed order and judgment should be revised so as to be consistent with the resolution of the issues identified above, including but limited to reflecting the specific award and disbursement amounts set forth in this order.
13. Attorney information must be deleted from the caption page.
14. The proposed order and judgment should identify the Settlement Agreement by its actual name.
15. The proposed order and judgment should reference by full name and ROA number the declaration(s) to which the Settlement Agreement and any amendments thereto, as well any other referenced exhibits, are attached.
16. The proposed order and judgment should state that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6.

		17. Counsel should not leave blank but should instead propose a realistic Final Accounting hearing date, taking into account the deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The Court usually sets these hearings 9-10 months after final approval if the check-cashing deadline is 180 days. The parties must report to the Court the total amount that was actually paid to Aggrieved Employees and all others in accordance with the settlement agreement. All supporting papers must also be filed at least sixteen (16) court days before the Final Accounting hearing date; the proposed order and judgment should specify this filing deadline. The Court further refers Plaintiff's counsel to the "Guidelines for Approval of Class Action Settlements & PAGA Settlements" posted on the Court's website for Department CX102, available at https://voypubapps.occourts.org/complex-civil-calendar. Plaintiff's counsel must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide redlined versions of all revised papers and an explanation of how the pending issues were resolved with precise citation to any revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a continuance. Plaintiff to give notice of this ruling, including to the LWDA, within five (5) court days, and file proof of service.
114	**Rodriguez vs. Alamitos Enterprises, LLC** **2023-01349555**	**Motion for Approval of PAGA Settlement** The Court has reviewed the supplemental materials provided by Plaintiff's Counsel and finds that they mostly adequately address the previously identified issues. Accordingly, Plaintiff Aileen Rodriguez's Motion for Approval of PAGA Settlement is **CONDITIONALLY GRANTED**, pending the resolution of the issues identified below. This is a PAGA-only action. On 9/13/2023, Plaintiff Aileen Rodriguez filed a PAGA complaint against Defendants Alamitos Enterprises, LLC and The Alamitos Group, alleging a single cause of action for PAGA penalties. (ROA #2.) Defendant Alamitos Enterprises, LLC (erroneously sued as The Alamitos Group) answered on 11/22/2023. (ROA #15.) On 12/4/2025, Plaintiff filed the instant Motion for Approval of PAGA Settlement, and submitted for the Court's review the Private Attorney General Act Settlement Agreement and Release ("Settlement Agreement") and proposed notice/cover letter to aggrieved employees that will accompany the payment to them. The motion seeks approval of the parties' proposed settlement of Plaintiff's PAGA claims for the non-reversionary gross settlement amount (GSA) of $500,000.

At the first hearing on the Motion on 4/2/2026, the Court ruled that an attorneys' fee award totaling $150,000 or 30% of the GSA, constituting a multiplier of the lodestar amount, is fair, adequate, and reasonable for a settlement of this size, including considering the action's contingent nature and the results achieved. (ROA #84.) The Court also ruled that a General Release Payment of $10,000 is fair, adequate, and reasonable for a settlement of this size, given Plaintiff's broader release compared to the aggrieved employees' release and given Plaintiff's representative service in this case which is not separately being compensated. (*Id.*) The Court continued the hearing on the Motion and asked Plaintiff's Counsel to address various issues. (*Id.*)

Counsel then submitted supplemental materials, including an Amendment No. 1 to the Private Attorneys General Act Settlement Agreement and Release ("Amendment No. 1") and an amended notice/cover letter.

One of the issues the Court raised in its 4/2/2026 minute order was: "10. Plaintiff's counsel must attest to whether there are any concurrent pending cases involving similar claims against Defendant that may be impacted by the settlement and how, or confirm that there is none." (ROA #84.) Counsel's supplemental declaration attests only that "there is one (1) concurrent pending action alleging wage and hour violations of the California Labor Code entitled *Roseanna Vasquez v. Alamitos Enterprises, LLC dba Jiffy Lube*, Los Angeles County Superior Court, Case No. 20STCV31966." (ROA #96, ¶ 30.) However, counsel's supplemental declaration fails to address "how" the concurrent pending case "may be impacted by the settlement," as the Court previously ordered. Indeed, counsel does not describe "the procedural status of the case" or "describe the impact of the settlement on the case," as required by the Guidelines for Approval of Class Action Settlements & PAGA Settlements for Department CX102. **Accordingly, within ten (10) court days, Plaintiff's counsel must submit a further supplemental declaration providing the missing information on the concurrent pending action to the Court's satisfaction.**

Upon resolution of this issue, the Court will grant the Motion and approve the following awards and disbursements from the Gross Settlement Amount:

- Attorneys' fees totaling $151,579.82 awarded to Plaintiff's Counsel, Lawyers for Justice, PC;
- Litigation costs totaling $20,000.00 awarded to Plaintiff's Counsel, Lawyers for Justice, P.C.;
- Settlement administration costs of $7,402.18 awarded to Phoenix Class Action Administration Solution; and
- General Release Payment of $10,000.00 awarded to Plaintiff Aileen Rodriguez.

PAGA penalties in the amount of $316,284.08 shall be allocated as follows: seventy-five percent (75%), or $237,213.06, payable to the Labor and Workforce Development Agency (LWDA); and twenty-five percent (25%),

<table>
<tr><td></td><td></td><td>or $79,071.02, payable to the Aggrieved Employees in accordance with the terms of the Settlement Agreement as amended by Amendment No. 1.

Within five (5) court days, Plaintiff's Counsel must submit a revised Proposed Order with the following revisions:

1. In ¶¶ 2 and 3, the ROA number of counsel's supplemental declaration to which Amendment No. 1 is attached should be inserted.
2. Paragraph 18 must be amended to accurately reference all installment payments owed by Defendant. Currently, the description omits reference to Installment Payment #12.

The Final Accounting hearing is set for August 26, 2027, at 2:00 p.m. in Department CX102. Plaintiff's Counsel must submit the settlement administrator's final report regarding distribution of the settlement funds at least sixteen (16) court days prior to the hearing regarding the status of the settlement administration. The final report must include all information necessary for the Court to determine the total amount actually paid to Aggrieved Employees, the number of uncashed settlement checks, and the total amount of any unclaimed funds remitted to the State Controller's Office Unclaimed Property Fund. If the unclaimed funds are not fully disbursed by the report deadline, counsel must request a continuance of the Final Accounting hearing.

Plaintiff to give notice, including to the LWDA, of this ruling, and file proof of service within five (5) calendar days of the date the Order and Judgment is entered.</td></tr>
<tr><td>115</td><td>Silva vs. Premier Chevrolet of Buena Park, LLC

2021-01218096</td><td>Motion for Approval of Class Settlement

The joint Motion for Court Approval of the Parties' PAGA Settlement Approval filed by (1) Defendant Premier Automotive of Buena Park, LLC dba Premier Chevrolet of Buena Park (erroneously sued as Premier Chevrolet of Buena Park, L.L.C.); (2) Defendant Premier Automotive Management, LLC (erroneously sued as Premier Automotive Management, L.L.C. dba Premier Automotive) (collectively "Moving Defendants") and (3) Plaintiff Ronald Silva (collectively, "Moving Parties") is CONTINUED to August 27, 2026 at 2:00 p.m. in Department CX102 in order to give Moving Parties and their counsel an opportunity to address the issues identified below.

This is a PAGA-only action.

On 8/2/2021, Plaintiff Ronald Silva, on behalf of himself and all others similarly situated, filed a Complaint for PAGA civil penalties for violations of the Labor Code, including failure to pay minimum wages, failure to pay overtime wages, failure to pay wages earned during employment, failure to pay meal and rest period premiums, failure to maintain accurate employment records, and failure to pay wages due upon separation of employment. (ROA #2.) Named Defendants are Premier Chevrolet of Buena Park, LLC; Premier Automotive Management, LLC; Premier Nissan of San Jose, LLC; Premier Automotive of Carlsbad, LLC; Premier Automotive HCDJ of</td></tr>
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California, LLC; Premier Automotive Imports of CA, LLC; Premier Automotive K of Carlsbad, LLC; Premier Automotive CJDR of Buena Park, LLC; Premier Automotive of CA, LLC; Premier Automotive of Claremont, LLC; Premier Automotive of Newark, LLC; Premier Automotive of Oakland PAH, LLC; Premier Automotive of Placentia, LLC; Premier Automotive of Seaside, LLC; Premier Automotive of Stevens Creek, LLC; and Premier Automotive of West Covina, LLC.

On 3/23/2022, Plaintiff filed a Motion for Court Approval of the PAGA Settlement. (ROA #40.) On 5/2/2022, Plaintiff-Intervenor Celia Arreola ("Intervenor") filed a Motion for Leave to Intervene. (ROA #54.) On 8/12/2022, the Court granted Intervenor's motion (ROA #71), and a complaint-in-intervention was filed on 8/18/2022 (ROA #83.) Ultimately, at the 4/21/2023 continued hearing on the settlement approval motion, the Court denied the motion with prejudice. (ROA #127.) However, the Court stated that to the extent the parties reached a new settlement that was materially different from the terms and conditions of the rejected settlement, they could re-file the motion. (*Id.*)

On 12/20/2024, Moving Defendants filed a Motion for Reconsideration, or, in the Alternative, to Vacate Order Granting Plaintiff Arreola's Motion to Intervene. (ROA #146.) The motion was unopposed. (ROA #156.) On 3/7/2025, the Court denied the motion but, on its own motion, vacated the Court's 8/12/2022 order granting Arreola's motion to intervene in light of the California Supreme Court's ruling in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, which held that a PAGA plaintiff does not have a right to intervene challenge the settlement in a separate PAGA action brought by a different employee. (ROA #161.) Accordingly, the Court ordered that Arreola's complaint-in-intervention was stricken from the record. (*Id.*)

On 1/16/2026, Moving Defendants and Plaintiff filed the instant Motion for Court Approval of the Parties' PAGA Settlement, and submitted for the Court's review the PAGA Settlement and Release of All Claims Agreement executed as of 11/14/2025 ("Settlement Agreement") and proposed notice/cover letter to aggrieved employees that will accompany the payment to them. The instant motion seeks approval of the parties' proposed settlement of Plaintiff's PAGA claims for the non-reversionary gross settlement amount (GSA) of $65,000.

The Court has identified the following issues with the moving papers, which must be addressed by Moving Parties and their counsel before approval can be granted:

1. Although defense counsel's declaration failed to attach proof of electronic service of the Settlement Agreement and the instant motion on the LWDA. (See ROA #194, ¶ 7 [missing Exh. F].)
2. The Court notes that the operative complaint names numerous defendants, but the Settlement Agreement and the instant motion involves only two defendants. Moving Parties must explain the status of the remaining named defendants and why they are not included by name in the Settlement Agreement and/or are not jointly moving for settlement approval.

		3. The Settlement appears to propose that Moving Defendants self-administer the instant Settlement. What experience do Moving Defendants have in settlement administration? If address information is incorrect and checks are returned, will Moving Defendants propose to run a skip trace and remail them? Also, there are two Moving Defendants—will one of them self-administer the settlement for all Aggrieved Employees, or will each Moving Defendant self-administer as to its own employees? What if an employee worked for more than one Moving Defendant? Also, the moving papers are unclear as to whether Plaintiff's counsel will play any role in overseeing Moving Defendants' administration of the Settlement. Plaintiff's counsel's declaration attests that he "anticipate[s] another approximately 25-40+ hours of attorney time to be expended in obtaining final approval of the Settlement Agreement (including responding to inquiries from Class Members and overseeing the administration process), but these anticipated hours are not including in the billable hours listed [in counsel's declaration]." (ROA #192, Pl.'s Counsel Decl., ¶ 34.) Given that this is a PAGA settlement, there is no separate process for "final approval" after the instant motion for approval. Moreover, this case involves only a PAGA claim, so there should be no "Class Members" involved. Therefore, this attestation appears to contain errors. Additionally, counsel attests to needing to "oversee[ ] the administration process," but the Settlement appears to contemplate that Defendants will self-administer the settlement payments and does not provide for any oversight by Plaintiff's counsel, so it is unclear what role Plaintiff's counsel will play in the process. 4. The moving papers fail to provide the Aggrieved Employees' estimated individual recovery under the proposed settlement, including the estimated average, low, and high payments. 5. Although the motion provides an estimate for the number of PAGA Aggrieved Employees, it fails to provide an estimate of the total number of PAGA pay periods. 6. A 180-day period, rather than a 120-day period, should be provided for Aggrieved Employees to cash their settlement payment checks. 7. The Court requires a detailed valuation analysis from Plaintiff's counsel on why the settlement is fair, adequate, and reasonable in light of the strengths and weaknesses of the claims, which should specify (1) the maximum realistic recovery on each claim asserted in the operative complaint, including penalties (calculated based on number of workweeks, average daily pay rate, violation rate, etc.); (2) defenses asserted by Defendant; (3) a summary of the risks, expenses, and duration of further litigation if the settlement is not approved; (4) any other relevant factors justifying the settlement amount (e.g., Defendant's financial condition); (5) the actual discount amounts applied to each claim for any defenses or risks; (6) the adjusted value of each claim after applying any discounts, and (7) an analysis of the GSA as a percentage of the maximum realistic recovery and the risk-adjusted recovery. 8. The effective date of the release is before Moving Defendants' payment of the GSA, as the effective date of the release is "[u]pon approval by the Court of this Settlement," whereas Defendants have

30 days after the Court's approval to pay the GSA. (Settlement, ¶¶ 34, 39.) Plaintiff's counsel must either explain why releasing the claims before settlement funds are fully paid is in the best interests of the Aggrieved Employees, or amend the settlement agreement to release claims only after Moving Defendants have fully paid the settlement funds.

9. The Settlement references a separate individual settlement agreement between Plaintiff and Moving Defendants. However, Plaintiff has not provided the Court with a copy of this separate individual settlement agreement. The Court must review this agreement as part of evaluating whether the instant PAGA settlement is fair, adequate, and reasonable.
10. Plaintiff's counsel must provide evidence supporting the attorneys' fee request in the form of time records or a summary of time spent on the substantive tasks, in order to enable the Court to evaluate the lodestar and fees claimed.
11. Plaintiff's counsel must attest as to whether there is a fee-splitting agreement with any other counsel, or confirm there is none.
12. Defense counsel makes no attestation on whether there are any concurrent pending cases involving similar claims against Moving Defendants that may be impacted by the settlement and how, or confirm that there is none. Plaintiff's counsel attests that he is "aware of one related action to this matter and a Notice of Related Case was filed accordingly. The related matter is entitled *Arreola v. Premier Nissan of San Jose, et. al.*, Case No. 20CV369049. That action was filed in the Santa Clara County Superior Court." (Pl.'s Counsel Decl., ¶ 40.) However, Plaintiff's counsel attestation is inadequate because it does not explain the current status of the *Arreola* action. Moving Parties' counsel must describe "the procedural status of the case[s]" and "describe[s] the impact of the settlement on th[ose] case[s]," as required by the Guidelines for Approval of Class Action Settlements & PAGA Settlements for Department CX102.

Moving Parties and their counsel must also provide a revised notice/cover letter to aggrieved employees that will accompany the payment to them, with the following revisions:

5. The term "Defendants" is not appropriately defined in the notice/cover letter. The Settlement Agreement references only two defendants, while the caption of the case set forth in the notice/cover letter lists numerous other defendants.
6. The notice/cover letter should provide an upfront explanation of PAGA.
7. The notice/cover letter should describe the factual allegations of the operative complaint.
8. The notice/cover letter should describe the recipient's responsibility for any taxes payable on the amount received.
9. The notice/cover letter should notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release.

		10. Instead of using the term "date of Final Judgment" throughout, the notice/cover letter should leave blank spaces for specifying the precise date. 11. The check validity period should be updated to 180 days in accordance with the Court's order above. 12. The notice/cover letter erroneously states that uncashed checks will be sent to the "Department of Industrial Relations Unclaimed Wage Fund," which no longer accepts uncashed checks. The provision must be amended to state that such funds will be paid to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees. Moving Parties and their counsel must also provide a revised [Proposed] Order Approving PAGA Settlement and Judgment with the following revisions: 1. Moving Parties lodged a separate [Proposed] Order on Motion for Court Approval of PAGA Settlement (ROA #190) and a separate [Proposed] Judgment (ROA #197). The two should be combined into a single "[Proposed] Order Approving PAGA Settlement and Judgment." 2. Attorney information must be deleted from the caption page. 3. The proposed order and judgment should identify the Settlement Agreement by its actual name. 4. The proposed order and judgment should actually attach the settlement agreement as Exhibit 1. 5. The proposed order and judgment should include the definitions of the Aggrieved Employees and the PAGA Period. 6. Moving Parties should propose a realistic Final Accounting hearing date, taking into account the deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The Court usually sets these hearings 9-10 months after final approval if the check-cashing deadline is 180 days. Moving Parties must report to the Court the total amount that was actually paid to Aggrieved Employees and all others in accordance with the settlement agreement. All supporting papers must also be filed at least sixteen (16) court days before the Final Accounting hearing date, which should also be specified in the proposed order and judgment. 7. The proposed order and judgment should state that the Court's continuing jurisdiction is pursuant to California Code of Civil Procedure section 664.6. The Court further refers Moving Parties and their counsel to the "Guidelines for Approval of Class Action Settlements & PAGA Settlements" posted on the Court's website for Department CX102, available at https://voypubapps.occourts.org/complex-civil-calendar. Moving Parties must file supplemental papers addressing the Court's concerns no later than sixteen (16) court days prior to the continued hearing date. Counsel must also provide redlined versions of all revised papers and

		an explanation of how the pending issues were resolved with precise citation to any revisions. A supplemental declaration or brief that simply asserts the issues have been resolved is insufficient and will result in a continuance. Moving Defendants to give notice of this ruling, including to the LWDA, within five (5) court days, and file proof of service.
116	**Balt USA, LLC vs. Treadstone Medical LLC** **2021-01237081**	**1. Motion for Summary Judgment and/or Adjudication re: Tinnitus Treatment (ROA 1666)** **2. Motion for Summary Judgment and/or Adjudication re: Electrocautery Device (ROA 1670)** **CONTINUED TO 6/18/26 AT 2PM ON COURT'S OWN MOTION**