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Attorneys for Plaintiffs and the Proposed Class

**ELECTRONICALLY  
FILED**

03/15/2022

K. BIEKER, CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA - MARTINEZ  
A.Stewart, DEPUTY CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA**

PAULA DURAN, ELIZABETH RAMIREZ, and  
ESTHER RODRIGUEZ, on behalf of themselves  
and other aggrieved employees,

Plaintiffs,

v.

RATNAKAR & SONS, a California Company;  
RATNAKAR, INC., a California Company;  
NIMESH VAKHARIA, and individual; DOES 1  
through 10, inclusive,

Defendants.

**Case No. C-20-01172**

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT WITH CALENDAR OF  
EVENTS**

Date: February 3, 2022

Time: 9:00 a.m.

Department: 39

[Assigned for all purposes to the Honorable  
Edward Weil]

Plaintiffs Paula Duran, Elizabeth Ramirez, and Esther Rodriguez's ("Plaintiffs"), individually and on behalf of a proposed class and aggrieved employees in this action, moved the Court for an Order granting preliminary approval of a proposed class action settlement of the claims against Defendants Ratnakar & Sons, Ratnakar, Inc., and Nimesh Vakharia ("Defendants"). The motion was heard on February 3, 2022, at 9:00 a.m. and the Court, having carefully considered the motion<sup>1</sup>, supporting evidence, and presentation of counsel, hereby GRANTS the motion, and accordingly ORDERS as follows:

<sup>1</sup> A true and correct copy of the Court's initial tentative ruling dated February 2, 2022, is attached hereto as **Exhibit A**. A true and correct copy of the Court's final tentative ruling dated February 16, 2022, is attached hereto as **Exhibit B**.

1           1.       This Order incorporates by reference the Joint Stipulation of Class and PAGA Action  
2 Settlement and Release (the "Settlement Agreement") and all defined terms herein shall have the  
3 same meaning as set forth in the Settlement Agreement.

4           2.       The Court finds on a preliminary basis that the settlement memorialized in the  
5 Settlement Agreement appears to be fair, adequate, and reasonable, falls within the range of  
6 reasonableness, and therefore meets the requirements for preliminary approval.

7           3.       The Court conditionally certifies for settlement purposes only the following class  
8 ("Class"):

9                   All workers who are currently employed, or formerly have been  
10                   employed, as non-exempt hourly employees at Defendants' facilities in  
11                   California, at any time from June 26, 2016, through August 21, 2021.

12          4.       The Court finds, for purposes of settlement only, that the Class meets the  
13 requirements for certification under section 382 of the California Code of Civil Procedure in that: (1)  
14 the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact that are  
15 common, or of general interest, to all Settlement Class Members, which predominate over individual  
16 issues; (3) the claims of the Named Plaintiffs are typical of the claims of the Class; (4) the Named  
17 Plaintiffs and Plaintiffs' counsel will fairly and adequately protect the interests of the Class; and (5)  
18 a class action is superior to other available methods for the fair and efficient adjudication of the  
19 controversy.

20          5.       The Court appoints for settlement purposes only, Named Plaintiffs Paula Duran,  
21 Elizabeth Ramirez, and Esther Rodriguez as class representatives for the Class.

22          6.       The Court appoints, for settlement purposes only, Jose Macias, Jr., and Macias  
23 Rodriguez Adams LLP, as counsel for the Class.

24          7.       The Court appoints Simpluris, Inc. as the Settlement Administrator.

25          8.       The parties are ordered to carry out the settlement according to the terms of the  
26 Settlement Agreement.

27          9.       The Court adopts the following calendar of events for purposes of facilitating the  
28 Settlement and Notice to Class Members:

|                                                                                         |                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Within Ten (10) days of the Court's entry of an Order of Preliminary Approval:          | Defendants provide Settlement Class Member List to the Settlement Administrator.                                                                                     |
| Within Twenty (20) days of the Court's entry of an Order of Preliminary Approval:       | Settlement Administrator mails Notice and Request for Exclusion Forms ("Settlement Documents") to all Settlement Class Members.                                      |
| Forty-Five (45) Days after the Settlement Administrator mails the Settlement Documents: | Postmark deadline for all Settlement Class Members to mail a written objection to the Settlement Administrator ("Objection Deadline").                               |
| Forty-Five (45) Days after the Settlement Administrator mails the Settlement Documents: | Postmark deadline for all Settlement Class Members to mail a Request for Exclusion to the Settlement Administrator ("Exclusion Deadline").                           |
| Five (5) business days after the Exclusion Deadline:                                    | Settlement Administrator provides Class Counsel and counsel for Defendants with a complete list of Settlement Class Members who timely sent a Request for Exclusion. |

Plaintiffs' motions for final approval of the class action settlement and for an award of attorneys' fees, costs and enhancement awards shall be filed on or before June 9, 2022. The Final Approval Hearing is to be held on **July 7, 2022, at 9:00 a.m.** in Department 39.

10. The Court approves, as to the form and content: (1) the Notice Of Pendency Of Settlement ("Notice"), attached as Exhibit B to the Settlement Agreement, which informs the members of the Class of the terms of the proposed Settlement, the preliminary approval of the

1 Settlement, and the scheduling of the Final Fairness Hearing; (2) the Request for Exclusion Form  
2 attached as Exhibit C to the Settlement Agreement. The Court finds that the dates selected for the  
3 mailing and distribution of the Notice and Request for Exclusion Form meet the requirements of due  
4 process, provide the best notice practicable under the circumstances, and shall constitute due and  
5 sufficient notice to all persons entitled thereto.

6 11. The Notice is hereby found to be the best means practicable of providing notice under  
7 the circumstances, and, when completed, shall constitute due and sufficient notice of the class action,  
8 proposed settlement, and the final approval hearing to all persons affected by and/or authorized to  
9 participate in the settlement, in full compliance with due process and the notice requirements of  
10 California Code of Civil Procedure § 877.6.

11 12. All proceedings other than those necessary to carry out the Settlement of this Order  
12 are stayed pending the final fairness hearing.

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15 **IT IS HEREBY SO ORDERED.**

16 Dated: MAR 15 2022

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20 HON. EDWARD WEIL  
21 Contra Costa County Superior Court Judge  
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**EXHIBIT A**

# CONTRA COSTA SUPERIOR COURT

MARTINEZ, CALIFORNIA

DEPARTMENT: 39

HEARING DATE: 02/03/22

**3. TIME: 9:00 CASE#: MSC13-01934**  
**CASE NAME: FAVRO VS. KANG**  
**HEARING ON MOTION TO STRIKE OR TAX COSTS**  
**FILED BY MORAGA-ORINDA FIRE DISTRICT**  
**\* TENTATIVE RULING: \***

See Line 1.

**4. TIME: 9:00 CASE#: MSC18-01539**  
**CASE NAME: MONTANO VS. AAA**  
**SPECIALLY SET COMPLIANCE HEARING**  
**SET BY DEPT. 39**  
**\* TENTATIVE RULING: \***

The Court has received the compliance statement and declaration of Madely Nava (on behalf of the claims administrator), indicating compliance with the judgment. The claims administrator is directed to complete the process of forwarding the residue from uncashed checks to the State Controller's office, and is authorized to disburse the remaining attorney's fees to counsel. No further proceedings are contemplated.

**5. TIME: 9:00 CASE#: MSC19-00279**  
**CASE NAME: MOLALE VS. ARCH TELECOM INC.**  
**SPECIALLY SET HEARING ON: SEE RELATED CASE MSC20-01679**  
**SET BY DEPT 39**  
**\* TENTATIVE RULING: \***

See Line 9.

**6. TIME: 9:00 CASE#: MSC20-01172**  
**CASE NAME: DURAN VS. RATNAKAR & SONS**  
**HEARING ON MOTION FOR PRELIM. APPROVAL OF CLASS ACTION SETTLEMENT**  
**FILED BY PAULA DURAN, et al.**  
**\* TENTATIVE RULING: \***

Plaintiffs Paula Duran, Elizabeth Ramirez, and Esther Rodriguez move for preliminary approval of their class action and PAGA settlement with defendants Ratnakar & Sons, Ratnakar, Inc., and Nimesh Vakharia.

## **A. Background and Settlement Terms**

The original complaint was filed on June 26, 2020.

The settlement would create a gross settlement fund of \$200,000. The class representative payment to each plaintiff would be \$7,500. Counsel's attorney's fees would be

# CONTRA COSTA SUPERIOR COURT

MARTINEZ, CALIFORNIA

DEPARTMENT: 39

HEARING DATE: 02/03/22

\$70,000 (35% of the settlement). Litigation costs would not exceed \$10,000. The settlement administrator (Simpluris) would have costs of administration capped at \$4,000. PAGA penalties would be \$5,000, resulting in a payment of \$3,750 to the LWDA and \$1,250 to the class members. Thus, the net settlement amount available to the class would be \$789,000, resulting in an average payment to each of the estimated 159 class members of about \$564. The fund is non-reversionary. The payments will be allocated 70% to penalties and 30% to wages. "Employee-side" tax withholding or deductions will be deducted from the wage portion of the settlement payment amount.

The parties settled after extensive informal discovery and meeting with an experienced mediator.

The proposed settlement would certify a class of non-exempt employees employed by defendants in California between June 26, 2016 and August 21, 2021.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. The distribution of the PAGA payment and the "Class Member" payment will be based on the number of pay periods worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Uncashed checks would be cancelled and the amounts would be provided to a cy pres beneficiary, Bay Area Legal Aid.

Plaintiffs will release all claims that were "alleged in the Complaint, or could have been alleged, based upon the same factual predicate as the claims raised in the Complaint[.]" The Court notes that the reference to claims with "the same factual predicate as the claims raised in the complaint" can be critical in ascertaining the extent of preclusive effect of the judgment. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 535-536.)

Counsel's top-end estimates for damages for rest and meal break violations are \$362,136. Of course, this provides a point of departure, but does not reflect an actual analysis based on various risks associated with the merit of the claim, evidence issues, class certification issues, and the burden of litigation. Thus, actual value is far lower. Claims for PAGA penalties, are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount. Plaintiffs, however, have provided no discussion of the basis for the small PAGA penalty figure.

The documentation submitted with the motion attests that pre-suit notices to the LWDA were filed, but not that the LWDA was notified of the settlement.

## B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the

# CONTRA COSTA SUPERIOR COURT

MARTINEZ, CALIFORNIA

DEPARTMENT: 39

HEARING DATE: 02/03/22

proposed settlement.” (See also *Amaro v. Anaheim Arena Management, LLC*, *supra*, 69 Cal.App.5th at 534-535.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair, reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

## C. Attorney fees

Plaintiffs seek 35% of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$7,500 for each plaintiff will be reviewed at time of final approval. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

## D. Discussion

The moving papers sufficiently establish that the damages amount in the proposed settlement is fair, reasonable, and adequate to justify preliminary approval. No discussion is provided, however, for the small PAGA penalty amount.

# CONTRA COSTA SUPERIOR COURT

MARTINEZ, CALIFORNIA

DEPARTMENT: 39

HEARING DATE: 02/03/22

Code of Civil Procedure section 382.4 provides that where a class action settlement is approved, and will distribute funds to a cy pres recipient, "in connection with the hearing for preliminary approval" counsel shall "notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or thing of value and the interests of the class." Counsel has not provided any declaration attesting to their relationship, if any, with Bay Area Legal Aid.

## E. Conclusion

Hearing required. Counsel must do the following: (1) provide an explanation of the amount of the PAGA penalty; (2) provide the required information concerning the cy pres recipient; and (3) provide documentation that the LWDA was notified of the settlement. Assuming that counsel are able to address these issues, counsel will be directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, including an amended complaint filed after the cy pres payment is made. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

**7. TIME: 9:00 CASE#: MSC20-01172**  
**CASE NAME: DURAN VS. RATNAKAR & SONS**  
**FURTHER CASE MANAGEMENT CONFERENCE**  
**\* TENTATIVE RULING: \***

Appearances required (by telephone).

**8. TIME: 9:00 CASE#: MSC20-01426**  
**CASE NAME: ROIC PINOLE VISTA VS. SANDERS**  
**HEARING ON DEMURRER TO CROSS-COMPLAINT of SANDERS**  
**FILED BY ROIC PINOLE VISTA, LLC**  
**\* TENTATIVE RULING: \***

Before the Court is a demurrer by plaintiff and cross-defendant ROIC Pinole Vista, LLC ("ROIC") to the Cross-Complaint. For the reasons set forth, the general demurrers to all causes of action of the Cross-Complaint are **sustained, with leave to amend**. Any amended cross-complaint shall be filed by Cross-Complainants **on or before February 18, 2022**.

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**EXHIBIT B**

ELECTRONICALLY

FILED

2/16/2022

K. BIEKER, CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA - MARTINEZ  
A. Stewart, DEPUTY CLERK

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF CONTRA COSTA

DATE: February 15, 2022  
JUDGE: Edward G. Weil

DEPARTMENT: 39  
CLERK: Denese Johnson  
UNREPORTED

PAULA DURAN, et al.,  
Plaintiff(s),

vs.

Case No.: MSC20-01172

RATNAKAR & SONS,  
Defendant(s).

**ORDER RE: PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs Paula Duran, Elizabeth Ramirez, and Esther Rodriguez move for preliminary approval of their class action and PAGA settlement with defendants Ratnakar & Sons, Ratnakar, Inc., and Nimesh Vakharia. On February 3, 2022, the Court held a hearing on the motion, at which it requested supplemental briefing on three particular issues it raised in the tentative ruling. Plaintiffs' counsel submitted supplemental briefing on February 14, 2022, and the Court now issues the following order.

**A. Background and Settlement Terms**

The original complaint was filed on June 26, 2020.

The settlement would create a gross settlement fund of \$200,000. The class representative payment to each plaintiff would be \$7,500. Counsel's attorney's fees would be \$70,000 (35% of the settlement). Litigation costs would not exceed \$10,000. The settlement administrator (Simpluris) would have costs of administration capped at \$4,000. PAGA penalties would be \$5,000, resulting in a payment of \$3,750 to the LWDA and \$1,250 to the class members. Thus, the net settlement amount available to the class would be \$89,000, resulting in an average payment to each of the estimated 159 class members of about \$564. The fund is non-reversionary. The payments will be allocated 70% to penalties and 30% to wages. "Employee-side" tax withholding or deductions will be deducted from the wage portion of the settlement payment amount.

The parties settled after extensive informal discovery and meeting with an experienced mediator.

The proposed settlement would certify a class of non-exempt employees employed by defendants in California between June 26, 2016 and August 21, 2021.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. The distribution of the PAGA payment and the "Class Member" payment will be based on the number of pay periods worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Uncashed checks would be cancelled and the amounts would be provided to a cy pres beneficiary, Bay Area Legal Aid.

Plaintiffs will release all claims that were "alleged in the Complaint, or could have been alleged, based upon the same factual predicate as the claims raised in the Complaint[.]" The Court notes that the reference to claims with "the same factual predicate as the claims raised in the complaint" can be critical in ascertaining the extent of preclusive effect of the judgment. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 535-536.)

Counsel's top-end estimates for damages for rest and meal break violations are \$362,136. Of course, this provides a point of departure, but does not reflect an actual analysis based on various risks associated with the merit of the claim, evidence issues, class certification issues, and the burden of litigation. Thus, actual value is far lower. Claims for PAGA penalties, are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, and the law may only allow application of the "initial violation" penalty amount. In supplemental briefing, Plaintiffs have provided further analysis of the PAGA claim. First, they indicate that compliance improved during the PAGA claims period. Second, they note that based on the more limited time period applicable to the PAGA claims (compared to the class claims), fewer than half of the employees in question have claims within the PAGA period. Ultimately, they determined an amount of "waiting time" penalties for employees whose employment terminated during the relevant time period.

The documentation submitted with the motion attests that pre-suit notices to the LWDA were filed, but not that the LWDA was notified of the settlement. In the supplemental declaration, counsel establish that the LWDA was notified of the settlement on February 2, 2022.

#### **B. Legal Standards**

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim Arena Management, LLC*, *supra*, 69 Cal.App.5th at S34-535.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

### **C. Attorney fees**

Plaintiffs seek 35% of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*id.*, at 505.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of \$7,500 for each plaintiff will be reviewed at time of final approval. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

#### **D. Discussion**

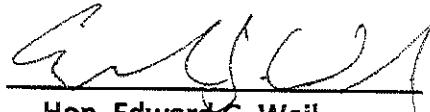
The moving papers sufficiently establish that the damages amount in the proposed settlement is fair, reasonable, and adequate to justify preliminary approval. The supplemental discussion of the small PAGA penalty amount is sufficient to establish that it is fair and reasonable.

Code of Civil Procedure section 382.4 provides that where a class action settlement is approved, and will distribute funds to a cy pres recipient, "in connection with the hearing for preliminary approval" counsel shall "notify the court if the attorney has a connection to or a relationship with a nonparty recipient of the distribution that could reasonably create the appearance of impropriety as between the selection of the recipient of the money or thing of value and the interests of the class." Counsel has now provided a declaration attesting that they have no relationship with Bay Area Legal Aid that would raise any appearance of impropriety.

#### **E. Conclusion**

Based on the completed record, the Court preliminarily finds that the settlement is fair, reasonable, and adequate and grants the motion. Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, including an amended complaint filed after the cy pres payment is made. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

**DATED: February 15, 2022**

  
\_\_\_\_\_  
**Hon. Edward G. Weil**  
**Judge of the Superior Court**