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on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JULIO OCHOA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SPEECH AND LANGUAGE
DEVELOPMENT CENTER, INC.; and
DOES 1 through 25, inclusive

Defendants.

Case No. 30-2020-01143577-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Lon F. Hurwitz
Department CX103

CLASS ACTION

THIRD SUPPLEMENTAL BRIEF
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL

Date: December 8, 2023

Time: 1:30 p.m.

Dept: CX103

Judge: Lon F. Hurwitz

Complaint filed: June 18, 2020

Trial date: Not set

On October 21, 2022, the Court continued Plaintiff's Motion for Order Granting Preliminary Approval of Class Action Settlement, requesting issues be addressed. (ROA #98). On March 17, 2023, and June 16, 2023, further clarification was sought. (ROA ## 126, 141).

The Parties executed an Amendment to Amended Settlement Agreement and Release of Class and Representative Action ("Amendment") (ROA #131). This amended the Amended Settlement Agreement and Release of Class and Representative Action ("Settlement Agreement") filed with the Court June 6, 2023, as Notice of Filing Fully-Executed Amended Settlement Agreement and Release of Class and Representative Action (ROA #137).

To address issues raised on June 16, 2023, the Parties executed a First Amendment to Amended Settlement Agreement and Release of Class and Representative Action ("First Amendment"). The First Amendment is attached as Exhibit 1 to the Third Supplemental Declaration of Jeff Geraci, ("Third Supp. Geraci Decl."), ¶2.

To enable reference to a single document, and considering the Court's ruling the Amendment was not effective, the First Amendment repeats the paragraphs in the Amendment. Issues the Court considered resolved as of June 16, 2023, are not repeated below.

I. CLASS RELEASE (ROA #141, NO. 2)

The First Amendment clarifies that Released Class Claims do not include releases of claims under labor Code sections 2699(f) and 2699.3 (PAGA). First Amendment ¶ 31.

II. CLASS, PAGA PERIODS SAME AS RELEASE PERIODS (ROA #141, NO. 4)

Following the Court's suggestion, the First Amendment makes the Class Period, the PAGA Period, the Released Class Claims, and Released PAGA Claims all end March 13, 2020. First Amendment, ¶¶ 31, 32; Settlement Agreement, ¶¶ 9, 25. The release of Class and PAGA claims is triggered on the Effective Date. ¶¶ 15, 50. The Notice advises the Class the Class and PAGA Period end, and claims are released through, March 13, 2020. (Notice, ¶ 12).

III. EFFECTIVE DATE AND DISTRIBUTION (ROA #121, NO. 2)

The First Amendment clarifies the timing of settlement distribution. As the Court suggested, Paragraph 15 is revised to define, "Effective Date." An incorrect reference to distribution timing in Paragraph 26 is deleted. First Amendment, ¶26.

Respectfully submitted,

LEBE LAW, APLC
COHELAN KHOURY & SINGER

Dated: November 27, 2023

By:

Jeff Geraci
Attorneys for Plaintiff Julio Ochoa, individually and
on behalf of all others similarly situated