

(ENDORSED)
FILED
JAN 19 2024

Clerk of the Court
Superior Court of CA County of Santa Clara
BY D. CRISWELL DEPUTY

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

SUSANA LUNA, an individual; CLAUDIA
UCHICUA, an individual; and LAURA
PADILLA, an individual; on behalf of
themselves and other members of the general
public similarly situated,

Plaintiffs,

v.

ESCUELA POPULAR DEL PUEBLO, a
California Corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No. 20CV369344

**ORDER GRANTING UNOPPOSED
PRELIMINARY APPROVAL OF
SETTLEMENT**

1 This is putative class and Private Attorneys General Act ("PAGA") action. Plaintiffs
2 Susan Luna, Claudia Uchicua and Laura Padilla allege that Defendant Escuela popular Del
3 Pueblo ("Escuela Popular" or "Defendant"), a family learning center located in East San Jose,
4 failed to pay overtime and minimum wages, failed to provide meal and rest periods or pay
5 associated premiums, and failed to provide code-complaint wage statements, among other
6 Labor Code violations.

7 Before the Court is Plaintiffs' motion for preliminary approval of a settlement, which is
8 unopposed. As discussed below, the Court GRANTS the motion.

9 I. BACKGROUND

10 A. Factual

11
12 According to the allegations of the operative Second Amended Class and Representative
13 Class Action Complaint ("SAC"), Escuela Popular is a charter school that operates four
14 different educational academies: (1) Childcare Academy; (2) TK-8th Dual Language Academy;
15 (3) High School Youth Bilingual Academy; and (4) High School Adults Bilingual Academy and
16 Vocational Training. (SAC, ¶ 46.) All of these academies are operated independently from the
17 local school districts and are geared to serve the community of East San Jose. (*Ibid.*) Plaintiffs
18 were employed as full-time and/or part-time members of its teaching staff in the positions of
19 Instructors, Teachers, and/or Special Education Papaprofessionals. (*Id.*, ¶ 45.) The teaching
20 staff hired by Defendant was not required to have teaching credentials nor a bachelor's degree.
21 (*Id.*, ¶ 47.)

22 Plaintiffs allege Escuela Popular failed to compensate them for hours worked in excess
23 of eight hours per day and forty hours per week based on having misclassified them and class
24 members as exempt. (SAC, ¶ 61.) Defendant also failed to provide Plaintiffs with code-
25 compliant meal and rest periods or the legally mandated premiums for doing so. (*Id.* at ¶¶ 65,
26 69.) Defendant also failed to timely pay Plaintiffs all wages due to them during their
27 employment and upon separation of that employment, and failed to provide them with accurate
28 and itemized wage statements in accordance with California law. (*Id.* at ¶¶ 70-72.) Finally,

1 Escuela Popular failed to reimburse Plaintiffs for all business-related expenses as required,
2 including expenses associated with driving their personal vehicles. (*Id.*, ¶ 73.)

3 **B. Procedural**

4
5 Plaintiffs initiated this action on August 14, 2020, and filed the operative SAC on July
6 19, 2022, asserting: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)
7 failure to provide off-duty meal periods; (4) failure to provide off-duty meal rest periods; (5)
8 failure to provide accurate itemized wage statements; (6) failure to provide accurate itemized
9 wages due at termination; (7) failure to indemnify for necessary expenditures; (8) unfair
10 competition; and (9) civil penalties under PAGA.

11 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

12 **A. Class Action**

13
14 Generally, “questions whether a [class action] settlement was fair and reasonable,
15 whether notice to the class was adequate, whether certification of the class was proper, and
16 whether the attorney fee award was proper are matters addressed to the trial court’s broad
17 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
18 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
19 260.)

20
21 In determining whether a class settlement is fair, adequate and reasonable, the
22 trial court should consider relevant factors, such as the strength of plaintiffs’ case,
23 the risk, expense, complexity and likely duration of further litigation, the risk of
24 maintaining class action status through trial, the amount offered in settlement, the
25 extent of discovery completed and the stage of the proceedings, the experience
26 and views of counsel, the presence of a governmental participant, and the reaction
27 of the class members to the proposed settlement.

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

1 In general, the most important factor is the strength of the plaintiffs' case on the merits,
2 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.*
3 (2008) 168 Cal.App.4th 116, 130 (*Kullar*)). But the trial court is free to engage in a balancing
4 and weighing of relevant factors, depending on the circumstances of each case. (*Wershba*,
5 *supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement
6 agreement to the extent necessary to reach a reasoned judgment that the agreement is not the
7 product of fraud or overreaching by, or collusion between, the negotiating parties, and that the
8 settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation
9 and internal quotation marks omitted.) The trial court also must independently confirm that
10 "the consideration being received for the release of the class members' claims is reasonable in
11 light of the strengths and weaknesses of the claims and the risks of the particular litigation."
12 (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial
13 court must be "provided with basic information about the nature and magnitude of the claims in
14 question and the basis for concluding that the consideration being paid for the release of those
15 claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

16 B. PAGA

17 Labor Code section 2699, subdivision (1)(2) provides that "[t]he superior court shall
18 review and approve any settlement of any civil action filed pursuant to" PAGA. The court's
19 review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior*
20 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
21 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
22 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
23 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
24 *Moriana* (2022) ___ U.S. ___, 2022 U.S. LEXIS 2940.)

25 Similar to its review of class action settlements, the Court must "determine
26 independently whether a PAGA settlement is fair and reasonable," to protect "the interests of
27 the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.*
28 (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes

1 to remediate present labor law violations, deter future ones, and to maximize enforcement of
2 state labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019)
3 383 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the
4 PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the
5 statute to benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber*
6 *Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).)

7 The settlement must be reasonable in light of the potential verdict value. (See
8 *O’Connor, supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the
9 potential verdict].) But a permissible settlement may be substantially discounted, given that
10 courts often exercise their discretion to award PAGA penalties below the statutory maximum
11 even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11,
12 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

13 III. SETTLEMENT PROCESS

14
15 As part of their investigation into their claims, Plaintiffs propounded lengthy written
16 discovery, argued various informal discovery conferences, reviewed thousands of records,
17 conducted interviews of putative class members and aggrieved employees, and took the
18 deposition of Defendant’s Person Most Knowledgeable to explore Escuela Popular’s record-
19 keeping, wage statement, meal period, rest period, overtime pay and global employment
20 practices.

21 Through informal discovery, Defendant produced a significant amount of documents
22 and data relating to the employment agreements of putative class members, their time and pay
23 records, and Defendant’s corporate-wide policies. Plaintiffs’ counsel reviewed thousands of
24 pages of these documents and electronic data, including employment contracts, school academic
25 and work calendars, time records, earnings statements, school policies and employee
26 handbooks. Additionally, counsel extensively researched the applicable law with respect to the
27 claims asserted in this action and the potential defenses thereto.

28 On September 29, 2022, the parties participated in a mediation before Jeffrey A. Ross,
an experienced wage and hour employment law neutral, but were unable to reach an agreement.

1 Thereafter, the parties continued litigating the case, which included engaging in contested
2 discovery conferences and other disputes. Approximately a year later, settlement discussions
3 between the parties resumed with the assistance of Mr. Ross, and this time the parties reached a
4 settlement in principle on September 27, 2023, which is now before the Court.

5 **IV. SETTLEMENT PROVISIONS**

6
7 The non-revisionary gross-settlement amount is \$825,000. Attorney fees of up to one-
8 third of the gross settlement (currently \$275,000), litigation costs not to exceed \$30,000, and an
9 estimated \$7,750 in administration costs will be paid from the gross settlement. \$82,500 will be
10 allocated to PAGA penalties, 75% of which (\$61,875) will be paid to the LWDA. Plaintiffs
11 will seek an enhancement award of \$10,000 each.

12 The net settlement will be allocated to class members on a pro rata basis based on the
13 number of weeks worked during the class period. With a class size of approximately 144
14 individuals, class members will, on average, receive a net amount of \$2,919.27. For tax
15 purposes, settlement payments will be allocated 30% to wages and 70% to penalties and
16 interest. The employer side payroll taxes on the settlement payments will be paid by Defendant
17 separately from, and in addition to, the gross settlement amount. 100% of the PAGA settlement
18 to "Aggrieved Employees" will be allocated to penalties. Funds associated with checks
19 uncashed after 180 days will be donated to The Law Foundation of Silicon Valley, the
20 designated *cy pres* recipient.

21 In exchange for settlement, class members who do not opt out will release:

22
23 [A]ll claims that they may have under the California Labor Code, Wage Orders
24 regulations, and/or any other provisions of state and federal law against Defendant
25 and East Side Union High School District, their present and former parent
26 companies, affiliates and their present owners, former owners, subsidiaries,
27 shareholders, officers, directors, employees, agents, attorneys, insurers, reinsurers,
28 successors, and assigns and any individual or entity which could be jointly liable
with any of them (collectively, the "Released Parties") as alleged in the Second

1 Amended Complaint and PAGA Notice, or which could have been alleged, based
2 upon the same factual predicate as the claims raised in the Second Amended
3 Complaint and PAGA Notice, including, but not limited to, claims for unpaid
4 wages, overtime pay, minimum wage, regular wages, noncompliant and/or missed
5 meal period pay, noncompliant and/or missed rest period pay, unreimbursed
6 expenses, claims for interest, attorneys' fees, costs, penalties, waiting time
7 penalties, wage statement penalties, premium pay, Business & Professions Code
8 Section 17200 et seq., and penalties under PAGA (Private Attorney General's
9 Act).

10 "Aggrieved Employees" will also release "all claims that arise under PAGA during the PAGA
11 Period as alleged in Plaintiffs' August 14, 2020, PAGA notice to the LWDA and to Defendant,
12 to the extent such claims were pled, or could arise out of the facts pled in the operative Second
13 Amended Complaint filed" in this action. Consistent with the statute, Aggrieved Employees
14 will not be able to opt out of the PAGA portion of the settlement.

15 These releases are appropriately tailored to the allegations at issue. (See *Amaro v.*
16 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

17 **V. FAIRNESS OF SETTLEMENT**

18
19 Based on a review of available data, Plaintiffs' counsel estimated Defendant's maximum
20 exposure for each claim at the following amounts: \$788,361.50 (unpaid wages); \$1,015,152
21 (failure to provide meal periods); \$840,921.60 (failure to provide rest periods); \$383,650 (wage
22 statement violations); \$495,205 (waiting time penalties); \$75,500 (failure to reimburse business
23 expenses); and \$1,813,000 (PAGA penalties). However, Plaintiffs' counsel arrived at the
24 settlement amount by offsetting or reducing Defendant's maximum theoretical liability by: the
25 risk of class certification being denied due to potential individualized issues; Defendant's
26 arguments on the merits, including, among other things, that off-the-clock work was against
27 school policy, that certain off-campus activities were voluntary field trips, that employees were
28 allowed to take their rest periods and had designated breaks in between school class periods,

1 and that certain employees *had* been reimbursed for business expenses; and the potential
2 unmanageability of Plaintiffs' PAGA claims.

3 Considering the portion of the case's value attributable to uncertain penalties (33% of
4 the total estimated liability), claims that could be difficult to certify for class treatment, and the
5 multiple, dependent contingencies that Plaintiffs would have had to overcome to prevail on their
6 claims, the settlement achieves a good result for the class. For purposes of preliminary
7 approval, the Court finds that the settlement is fair and reasonable to the class, and the PAGA
8 allocation is genuine, meaningful, and reasonable in light of the statute's purposes.

9 The Court retains an independent right and responsibility to review the requested
10 attorney fees and award only so much as it determines to be reasonable. (See *Garabedian v.*
11 *Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.) Counsel shall
12 submit lodestar information prior to the final approval hearing in this matter so the Court can
13 compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half Intern.*
14 *Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the reasonableness
15 of a percentage fee through a lodestar calculation].)

16 **VI. PROPOSED SETTLEMENT CLASS**

17 Plaintiffs request that the following settlement class be provisionally certified:

18 All current and former members of Defendant's reaching staff who worked for
19 Defendant in California, excluding Instructional Leaders, from August 14, 2016, through
20 September 27, 2023.

21 **A. Legal Standard for Certifying a Class for Settlement Purposes**

22 Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order
23 approving or denying certification of a provisional settlement class after [a] preliminary
24 settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of
25 a class "when the question is one of a common or general interest, of many persons, or when the
26 parties are numerous, and it is impracticable to bring them all before the court"
27
28

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*)). “Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing.” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield “substantial benefits” to both “the litigants and to the court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, “the court’s evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

B. Ascertainable Class

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

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

1
2 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

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

12 Here, the estimated 144 class members are readily identifiable based on Defendant’s
13 records, and the settlement class is appropriately defined based on objective characteristics. The
14 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

15 C. Community of Interest

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

20 For the first community of interest factor, “[i]n order to determine whether common
21 questions of fact predominate the trial court must examine the issues framed by the pleadings
22 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home*
23 *Corp.* (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any
24 conflict of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v.*
25 *Superior Court* (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues
26 which may be jointly tried, when compared with those requiring separate adjudication, are so
27 numerous or substantial that the maintenance of a class action would be good for the judicial
28 process and to the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096,

1 1104–1105 (*Lockheed Martin*.) “As a general rule if the defendant’s liability can be
2 determined by facts common to all members of the class, a class will be certified even if the
3 members must individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

4 Here, common legal and factual issues predominate. Plaintiffs’ claims all arise from
5 Defendant’s wage and hour practices (and others) applied to the similarly situated class
6 members.

7 As for the second factor,

8 The typicality requirement is meant to ensure that the class representative is able
9 to adequately represent the class and focus on common issues. It is only when a
10 defense unique to the class representative will be a major focus of the litigation,
11 or when the class representative’s interests are antagonistic to or in conflict with
12 the objectives of those she purports to represent that denial of class certification is
13 appropriate. But even then, the court should determine if it would be feasible to
14 divide the class into subclasses to eliminate the conflict and allow the class action
15 to be maintained.

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

18 Like other class members, Plaintiffs were employed by Defendant as part of its teaching
19 staff and allege that they experienced the alleged violations. The anticipated defenses are not
20 unique to Plaintiffs, and there is no indication that Plaintiffs’ interests are otherwise in conflict
21 with those of the class.

22 Adequacy of representation “depends on whether the plaintiff’s attorney is qualified to
23 conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the interests of
24 the class.” (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
25 representative does not necessarily have to incur all damages suffered by each different class
26 member to provide adequate representation to the class. (*Wershba, supra*, 91 Cal.App.4th at p.
27 238.) “Differences in individual class members’ proof of damages [are] not fatal to class
28

1 certification. Only a conflict that goes to the very subject matter of the litigation will defeat a
2 party's claim of representative status." (*Ibid.*, internal citations and quotation marks omitted.)

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

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

7
8 "[A] class action should not be certified unless substantial benefits accrue both to
9 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
10 internal quotation marks omitted.) The question is whether a class action would be superior to
11 individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of
12 superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a
13 class action is proper where it provides small claimants with a method of obtaining redress and
14 when numerous parties suffer injury of insufficient size to warrant individual action." (*Id.* at pp.
15 120–121, internal quotation marks omitted.)

16 Here, there are an estimated 144 class members. It would be inefficient for the Court to
17 hear and decide the same issues separately and repeatedly for each class member. Further, it
18 would be cost prohibitive for each class member to file suit individually, as each member would
19 have the potential for little to no monetary recovery. It is clear a class action provides
20 substantial benefits to both the litigants and the Court in this case.

21 **VII. NOTICE**

22 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
23 3.769(f).) "The notice must contain an explanation of the proposed settlement and procedures
24 for class members to follow in filing written objections to it and in arranging to appear at the
25 settlement hearing and state any objections to the proposed settlement." (*Ibid.*) In determining
26 the manner of the notice, the court must consider: "(1) The interests of the class; (2) The type of
27 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
28 members; (5) The resources of the parties; (6) The possible prejudice to class members who do

1 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
2 3.766(e).)

3 Here, the notice, which will be provided in both English and Spanish, describes the
4 lawsuit, explains the settlement, and instructs class members that they may opt out of the
5 settlement (except the PAGA component) or object. The gross settlement amount and estimated
6 deductions are provided. Class members are informed of their qualifying pay periods as
7 reflected in Defendant’s records and are instructed how to dispute this information. Class
8 members are given 45 days to request exclusion from the class or submit a written objection to
9 the settlement.

10 The notice is generally adequate. Regarding appearances at the final fairness hearing,
11 the notice shall be further modified to instruct class members as follows:

12
13 The judge overseeing this case encourages remote appearances. (As of August
14 15, 2022, the Court’s remote platform is Microsoft Teams.) Class members who
15 wish to appear remotely should contact class counsel at least three days before the
16 hearing if possible. Instructions for appearing remotely are provided
17 at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml
18 and should be reviewed in advance. Class members may appear remotely using
19 the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the
20 toll free conference call number for Department 7. Any class member who
21 wishes to appear in person should check in at Court Services (1st floor, Downtown
22 Superior Courthouse, 191 N. 1st St., San Jose) and wait for a sheriff’s deputy to
23 escort him or her to the courtroom for the hearing.

24
25 Turning to the notice procedure, the parties have selected Phoenix Settlement
26 Administrators as the settlement administrator. The administrator will mail the notice packet
27 within 20 days of the entry of the Court’s ordinary preliminarily approving the parties’
28 settlement, after updating class members’ addresses through skip-traces and other similar

1 means. Any returned noticed will be re-mailed to any forwarded address provided or an
2 updated address located through the aforementioned methods. Class members who receive a re-
3 mailed notice will have an additional 15 days to respond. These notice procedures are
4 appropriate and are approved.

5 **VIII. CONCLUSION**

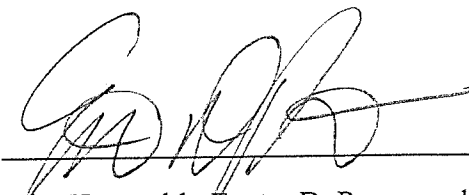
6 Plaintiffs' motion for preliminary approval is GRANTED. The final approval hearing
7 shall take place on July 11, 2024 at 1:30 in Dept. 7. The following class is preliminarily
8 certified for settlement purpose:
9

10 All current and former members of Defendant's reaching staff who worked for
11 Defendant in California, excluding Instructional Leaders, from August 14, 2016, through
12 September 27, 2023.
13

14 **IT IS SO ORDERED.**
15

16
17
18 Date:

January 18, 2024



The Honorable Evette D. Pennypacker
Judge of the Superior Court



SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA
DOWNTOWN COURTHOUSE
191 NORTH FIRST STREET
SAN JOSÉ, CALIFORNIA 95113
CIVIL DIVISION

Hector J Rodriguez
1550 The Alameda Suite 332
San Jose CA 95126

RE: **Luna, et al. v. Escuela Popular Del Pueblo (Class Action)**
Case Number: **20CV369344**

PROOF OF SERVICE

ORDER GRANTING UNOPPOSED PRELIMINARY APPROVAL OF SETTLEMENT was delivered to the parties listed below the above entitled case as set forth in the sworn declaration below.

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line (408) 882-2690 or the Voice/TDD California Relay Service (800) 735-2922.

DECLARATION OF SERVICE BY MAIL: I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on January 19, 2024. CLERK OF THE COURT, by David Criswell, Deputy.

cc: Julie Anne Marquis Freeman Mathis & Gary, LLP 1010 B St Ste 400 SAN RAFAEL, CA 94901-2956