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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

HEATHER GREEN, in her representative
capacity, on behalf of all aggrieved employees,

Plaintiff,

vs.

NEUINTEL, LLC, A California Limited
Liability Company, dba PRICESPIDER; and
DOES 1 through 50, inclusive,

Defendants.

Case No. **30-2020-01172202-CU-OE-CXC**

*Assigned for all purposes to The Honorable Randall J.
Sherman in Dept. CX-105*

**NOTICE OF RULING AND ENTRY OF
ORDER**

Hearing Date: July 1, 2022
Hearing Time: 10:00am
Hearing Department: CX-105

TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on June 30, 2022, the Parties in the above entitled matter submitted on the tentative ruling authored by the Hon. Randall J. Sherman on Plaintiff's Motion for Court Approval of PAGA Settlement, attached hereto as Exhibit A.

PLEASE ALSO TAKE NOTICE that on July 5, 2022, the Court executed the Order Approving PAGA Settlement, attached hereto as Exhibit B.

Dated: July 19, 2022

KO LEGAL, INC.

Kimberly Lind, Attorney for Plaintiff, Heather Green

EXHIBIT A

TENTATIVE RULINGS**JUDGE RANDALL J. SHERMAN****DEPARTMENT CX105****JULY 1, 2022**

Appearances, whether remote or in person, must be in compliance with Code of Civil Procedure §367.75, California Rules of Court, Rule 3.672, and Superior Court of California, County of Orange, Appearance Procedure and Information, Civil Unlimited and Complex, located at https://www.occourts.org/media-relations/covid/Civil_Unlimited_and_Complex_Appearance_Procedure_and_Information.pdf. Unless the court orders otherwise, remote appearances will be conducted via Zoom through the court's online check-in process, available at <https://www.occourts.org/media-relations/civil.html>. Information, instructions and procedures to appear remotely are also available at <https://www.occourts.org/media-relations/aci.html>. Once online check-in is completed, counsel and self-represented parties will be prompted to join the courtroom's Zoom hearing session. Participants will initially be directed to a virtual waiting room while the clerk provides access to the video hearing.

Court reporters will not be provided for motions or any other hearings. If a party desires a court reporter for a motion, it will be the responsibility of that party to provide its own court reporter. Parties must comply with the court's policy on the use of pro tempore court reporters, which can be found on the court's website at www.occourts.org/media/pdf/Privately_Retained_Court_Reporter_Policy.pdf.

If you intend to submit on the tentative ruling, please advise the other parties and the court by calling (657) 622-5305 by 9:00 a.m. on the hearing date. Make sure the other parties submit as well before you forgo appearing, because the court may change the ruling based on oral argument. Do not call the clerk about a tentative ruling with questions you want relayed to the court. Such a question may be an improper ex parte communication.

#	Case Name & No.	Tentative Ruling
1	Martinez vs. L.A.R.K Industries, Inc. 2019-01110981	The tentative ruling is to continue the Final Report Hearing to August 18, 2023 at 10:00 a.m., for confirmation that the amount of the uncashed checks has been delivered to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees, and if the funds have not yet been delivered, an estimate of when that is expected to occur. A declaration from the Administrator must be filed at least 16 days before the new hearing date. Plaintiff is ordered to give notice to defense counsel unless notice is waived.
2	Salucci vs. Amada Senior Care, Inc. 2015-00778081	Plaintiff's Motion for Order Granting Final Approval of Class and Representative Action Settlement and Entering Judgment, and plaintiff's Motion for Order Granting Award of Attorneys' Fees, Reimbursement of Litigation Costs, Class Representative's Service Award and Administrative Expenses, are granted. The court concludes that the \$600,000 class action and PAGA settlement is fair, adequate and reasonable, and approves the

		following specific awards: • \$184,515.00 to plaintiff's counsel for plaintiff's attorneys' fees, as requested; • \$32,629.27 to plaintiff's counsel for plaintiff's attorney costs, as requested; • \$7,500.00 to plaintiff Ariana Salucci as an enhancement award, as requested; • \$11,000.00 to the Administrator, Phoenix Settlement Administrators, as requested; and • \$18,750.00 to the LWDA for its share of PAGA penalties, as requested. The total amount that will be payable to all class members and aggrieved employees if they are paid the amount to which they are entitled pursuant to the judgment (minus \$15,485 representing the amount allocated to employer's tax obligations) is \$330,120.73. The court sets a Final Report Hearing for February 3, 2023 at 10:00 a.m., to confirm that distribution efforts are fully completed, including the distribution of uncashed class member checks to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees after 120 days, or confirming the initiation of the process for the reporting and distribution of uncashed checks, that the Administrator's work is complete, and that the court's file thus may be closed. The parties must report to the court the total amount that was actually paid to the class members. All supporting papers must be filed at least 16 days before the Final Report Hearing date. Plaintiff is ordered to give notice of the ruling to the LWDA and to defendant.
3	Green vs. Neuintel, LLC 2020-01172202	Plaintiff's Motion for Court Approval of the Settlement of the California Labor Code Section 2699 et seq., Private Attorneys General Act (PAGA), Claim is granted. The court concludes that the \$25,000 PAGA settlement is fair, adequate and reasonable, and approves the following specific awards: • \$8,592.00 to plaintiff's counsel for plaintiff's attorneys' fees, as requested; • \$3,520.00 to plaintiff's counsel for plaintiff's attorney costs, as requested; • \$9,666.00, which is 75% of the remaining balance of \$12,888.00, to the LWDA as its share of PAGA penalties; and • \$3,222.00, which is 25% of the remaining balance of \$12,888.00, to the aggrieved employees as their share of PAGA penalties. The court sets a Final Report Hearing for April 7, 2023 at 10:00 a.m., to confirm that distribution efforts are fully completed, including the distribution of uncashed aggrieved employee checks after 180 days, that the administration work is complete, and that the court's file thus may be closed. The parties must report to the court the total amount that was actually paid to the aggrieved employees. All supporting papers must be filed at least 16 days before the Final Report Hearing date. Plaintiff is ordered to give notice of the ruling to the LWDA and to

		defendant.
4	Delgado vs. Intense Lighting, LLC 2021-01219686	The tentative ruling is to continue the hearing on plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement to September 16, 2022 at 10:00 a.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be re-read) at least 16 days before the next hearing date. Counsel should submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also should provide a red-lined version of any revised papers, including the class notice. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the class notice, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved. The moving points and authorities are 28 pages long, far exceeding the 15-page limit of CRC Rule 3.1113(d) and even the 20-page limit of CRC Rule 3.764(c)(2) for motions to certify a class, which usually are contested. The court expressly orders that plaintiff's points and authorities in support of the Motion for Final Approval be limited to no more than 15 pages, and orders plaintiff's counsel to comply with all CRC page limits in the future. The moving papers do not include a copy of the pre-filing PAGA letter that was sent to the LWDA on January 11, 2021. The court needs a copy of the letter to verify that the settlement terms are consistent with the notice provided to the LWDA. The motion fails to provide the court with the estimated high and low payments to be paid to the class members based on their workweeks, or high, low and average payments to be paid to the PAGA Group members based on their workweeks, information that would enable the court to better evaluate the reasonableness of the settlement. The allocation of only 20% of the settlement payments for wages appears to be low. Either an increase to 33 1/3% or an explanation of why the figure is not at least 33 1/3% is required. Rather than having class members prepare their own opt-out requests, the class notice must include a request for exclusion form that class members can complete and submit. The form should be referenced in the class notice. This court will not approve injunctions against or covenants not to sue by class members. Res judicata and collateral estoppel arguments should provide defendants with sufficient protection against facing these same claims again. Accordingly, the parties must amend ¶57(a) and (b) of the settlement agreement. Even though the Settlement Agreement properly provides in ¶55(c) that class members may appear at the Final Approval Hearing to object to the settlement whether or not they have objected in

EXHIBIT B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER**

HEATHER GREEN, in her representative
capacity, on behalf of all aggrieved
employees,

Plaintiff,

vs.

NEUINTEL, LLC, A California Limited
Liability Company, dba PRICESPIDER;
and DOES 1 through 50, inclusive,

Defendants.

Case No. **30-2020-01172202-CU-OE-CXC**

*Assigned for all purposes to The Honorable Randall J.
Sherman in Dept. CX-105*

**[PROPOSED] ORDER ON MOTION FOR
COURT APPROVAL OF THE
SETTLEMENT OF THE CALIFORNIA
LABOR CODE SECTION 2699 ET SEQ.,
PRIVATE ATTORNEYS GENERAL ACT
(PAGA), CLAIM**

DATE: July 1, 2022
TIME: 10:00a.m.
DEPT: CX105

1 The Complaint filed by Heather Green (“Plaintiff”) contains a claim for relief under the
2 California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
3 (the “PAGA”), for civil penalties based on alleged violations of Labor Code sections 201, 203,
4 204, 226(a), 226.7, 510, 512, 1174(d), 1198, 1194, and 2802.

5 The allegedly Aggrieved Employees are all California-based exempt employees
6 working for Neuintel, LLC dba PriceSpider in the positions of HR Coordinator, Jr. HR
7 Generalist, Staff Accountant and Customer Support Specialist as such employees are identified
8 in Defendant’s personnel and payroll records as such, during the PAGA Period. The PAGA
9 period shall refer to the period commencing September 9, 2019 and ending on July 1, 2022 ~~the~~
10 ~~date this Order is signed.~~

11 Having considered Plaintiffs’ Motion for Court Approval of the PAGA Settlement (the
12 “Motion”), and all legal authorities and documents submitted in support thereof, including the
13 Settlement Agreement and Release of All Claims (the “Settlement Agreement”) and the Notice
14 of Settlement attached to the Amendment to the Settlement Agreement as Exhibit A, and for
15 good cause appearing, IT IS HEREBY ORDERED that, pursuant to California Labor Code
16 §2699(l)(2), this Court approves the settlement and ORDERS THE FOLLOWING:

17 1. The settlement of the PAGA claim is approved as fair, adequate and reasonable
18 under the circumstances.

19 2. The Court hereby approves the gross settlement amount described in the
20 Motion and the Settlement Agreement and finds that the payment of \$25,000 in settlement of
21 the claims for PAGA civil penalties and attorneys’ fees and costs thereon, is, in all respects,
22 fair, adequate and reasonable. The Court finds that the PAGA settlement has been reached as
23 a result of informed and non-collusive arm’s length negotiations. The Court further finds that
24 the Parties have conducted extensive investigation and research and their attorneys were able
25 to reasonably evaluate their respective positions. The Court also finds that the settlement now
26 will avoid additional and potentially substantial litigation costs, as well as delay and risks if
27 the Parties were to continue to litigate the case.

1 3. Neither the Settlement, nor any terms of the Settlement Agreement or
2 Amendment thereto, are an admission of liability or of any alleged Labor Code violations by
3 the Releasees, nor is the Court's instant Order a finding of the validity of any claims in this
4 action or of any wrongdoing by any of the Released Parties. The term Released Parties has the
5 meaning as provided in the Settlement Agreement.

6 4. The Parties are directed to consummate the Settlement Agreement and
7 Amendment thereto in accordance with its terms.

8 5. The Court further appoints Plaintiff's counsel KO LEGAL, INC. as
9 representative counsel and approves payment of \$8,592 in attorneys' fees and \$3,520 in
10 litigation costs on the PAGA claim.

11 6. The Court approves the payment of PAGA civil penalties in the amount of
12 \$12,888, to be divided as follows: (i) 75% to the Labor and Workforce Development Agency
13 ("LWDA"), which equals \$9,666, and (ii) 25% to Aggrieved Employees, which equals \$3,222.

14 7. The Court approves the proposed Notice to Aggrieved Employees of the
15 settlement, attached to the Amendment to Settlement Agreement as Exhibit A, to be sent along
16 with the payments by Defendant.

17 8. The Court further orders, adjudges and decrees that, upon payment of the Gross
18 Settlement Amount, as described in the Motion and the Settlement Agreement, Plaintiffs and
19 the Aggrieved Employees shall be deemed to have fully, finally, and forever released,
20 relinquished, and discharged the Released Parties (as defined in the Settlement Agreement)
21 from any and all claim for PAGA civil penalties relating to any and all facts and claims
22 asserted in the Action or any other action under PAGA that could have been asserted in the
23 Action based on the facts alleged, including but not limited to any and all claims for PAGA
24 civil penalties for violations of the California Labor Code sections 201, 203, 204, 226(a),
25 226.7, 510, 512, 1174(d), 1198, 1194, and 2802 governing meal and rest periods, overtime
26 wages, any and all theories for or related to unpaid overtime wages for "off the clock" work,
27 the keeping of payroll records of time worked, wage statement violations, the timing of wage

1 payments, the final payment of wages upon termination of employment, and the
2 reimbursement of business expenses.

3 9. Plaintiff is ordered, within five (5) court days of the date of this Order is
4 received by Plaintiffs' counsel, to submit the signed Order to the LWDA.

5 10. This Action is stayed in its entirety, except for the steps necessary for the
6 Parties to effectuate their settlement, as set forth in this Order.

7 11. A final accounting hearing will take place on April 7, 2023 at 10:00 a.m. in
8 Department CX105. Defendant will file a final report at least 16 ~~5-court~~ days prior to the final
9 accounting hearing, which shall include the actual amounts paid to aggrieved employees and
10 the other amounts distributed under the settlement, including uncashed checks. After the final
11 accounting hearing, Plaintiff's counsel shall then file a Request for Dismissal of the Action
12 upon receipt of written confirmation from counsel for Defendants that all payments made as
13 ordered hereunder have been made.

14 12. Plaintiffs, the LWDA, and the PAGA Aggrieved Employees as defined in the
15 Settlement Agreement are (to the fullest extent allowed under the law) bound by the release of
16 PAGA civil penalties set forth in the Settlement Agreement and Amendment thereto regardless
17 of whether they negotiate or cash their settlement check. As a result of this Order, except as
18 expressly set forth in the Settlement Agreement and Amendment thereto filed in conjunction
19 with Plaintiff's Motion for Approval of PAGA Settlement, they shall take nothing from
20 Defendants and Released Parties regarding the Released Claims.

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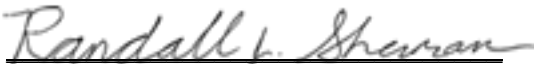
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13. Pursuant to California Code of Civil Procedure § 664.6, the Court shall have and retain continuing jurisdiction over this Action and the Parties, including after entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Settlement Agreement and this Order.

IT IS SO ORDERED.

Dated: **July 5, 2022**


Hon. Randall J. Sherman
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 100 W. Broadway, Suite 250, Long Beach, CA 90802.

On **July 19, 2022**, I served the foregoing document described herein as **NOTICE OF RULING & ENTRY OF ORDER**, on the interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Nancy Rader Whitehead SCOTT & WHITEHEAD 4675 MacArthur Court, Ste. 1240 Newport Beach, CA 92660 nwhitehead@employerlaw.com amorales@employerlaw.com Attorney for Defendant Neuintel, LLC	Labor and Workforce Development Agency <i>By Electronic Submission</i>
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☐ BY MAIL. At 100 W. Broadway, Suite 250, Long Beach, CA 90802, the envelope(s) was sealed and placed for deposit with the United States Postal Service, for collection and mailing on that date, following the firm's ordinary business practices. I am aware that on Motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

☐ BY FAX. In addition to service by mail as set forth above, a copy of said document(s) were also delivered by facsimile transmission to the addressee pursuant to Code of Civil Procedure §1013(e).

☐ BY PERSONAL SERVICE. I caused said document(s) to be hand-delivered at the Orange County Superior Court, Central Justice Center, Departments C32 to the addressee pursuant to Code of Civil Procedure §1011.

☐ BY EXPRESS MAIL. I caused said document(s) to be deposited in a box or other facility regularly maintained by the express service carrier providing overnight delivery pursuant to Code of Civil Procedure §1013(c).

☒ BY ELECTRONIC MAIL. I caused said document(s) to be delivered by electronic service pursuant to an agreement between the parties and Code of Civil Procedure §1010.6(a)(2).

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

Executed **July 19, 2022**, in Los Angeles County, California.


KIMBERLY LIND