

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 03/17/2023 TIME: 10:00:00 AM DEPT: CX105

JUDICIAL OFFICER PRESIDING: Randall J. Sherman

CLERK: N. Lau

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT:

CASE NO: **30-2021-01190528-CU-WT-WJC** CASE INIT.DATE: 03/17/2021

CASE TITLE: **Martinez vs. Risa Tech, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Wrongful Termination

EVENT ID/DOCUMENT ID: 73913331

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Monica Martinez

CAUSAL DOCUMENT/DATE FILED: Notice of Motion Amended, 03/06/2023

APPEARANCES

There are no appearances by any party.

Tentative Ruling posted on the Internet.

All parties submit on the Court's tentative ruling telephonically before the hearing.

Tentative is the order of the court.

The tentative ruling is to continue the hearing on the parties' Amended Joint Motion for PAGA Settlement Approval to June 30, 2023 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 must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers, including the proposed letter to the aggrieved employees. 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 proposed letter to the aggrieved employees, rather than with just a supplemental declaration or brief simply asserting that the issues have been resolved.

Plaintiff's December 2, 2020 letter to the LWDA was not provided to the court. The court needs a copy of the letter to verify that the settlement terms are consistent with the notice provided to the LWDA.

An invoice from the Administrator is required to support the \$5,000 Administrator fee request.

The 90-day check-cashing deadline should be extended to 120 days, to allow aggrieved employees enough time to cash their checks.

Paragraph 40 of the settlement agreement, which provides that any check re-mailing to an aggrieved employee will not extend the check's void date, is not acceptable. The check-cashing deadline for re-mailings must be extended to at least 14 days after a re-mailing.

The parties have not provided the court with the estimated average, high and low payments to aggrieved employees under the proposed settlement. These estimates are needed to assist the court in properly determining the fairness of the proposed settlement.

The proposed cover letter to be sent to the aggrieved employees with their penalty checks explains the purpose of the checks, but it fails to explain that no claims for any unpaid or underpaid wages have settled, and that this settlement is without prejudice to any pursuit of such claims. The letter must be revised accordingly.

Plaintiff has not shown proof that she served the LWDA with her moving papers. Plaintiff is ordered to give notice of the ruling to the LWDA, and to defendant unless it waives notice, to serve the LWDA with her original moving papers as well as any new papers filed for future hearings, and to file a proof of service showing such compliance.