

JUN 04 2021

Sherri R. Carter, Executive Officer/Clerk
By Pedro Martinez, Deputy

RULINGS/ORDERS

Rodriguez v. EME, Inc., Case No.: BC518692

The Parties' Motion for Preliminary Approval of class action settlement is GRANTED as fair, adequate, and reasonable.

The essential terms are, among other things:

- A. The Gross Settlement Amount ("GSA") is \$550,000.
- B. The Net Settlement Amount ("Net") \$297,350 is the GSA minus the following:

- Up to \$183,150 (1/3) for attorney fees;
- Up to \$39,000 for litigation costs;
- Up to \$10,000 for a service award to the proposed class representative;
- Up to \$13,000 for settlement administration costs;
- \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA; and

- C. Plaintiffs release of Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by August 16, 2021. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed] Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

Nonappearance case management review is set for August 23, 2021, 8:30 a.m., Dept. 9.

I.

BACKGROUND

Plaintiff Juan Rodriguez sues his former employer, Defendant E.M.E., Inc., for alleged wage and hour violations. Defendant operates in the aerospace metal finishing industry and

has its primary facility in Compton, California. Plaintiff seeks to represent a class of Defendant's current and former non-exempt employees hired from August 16, 2009 through December 7, 2017.

On August 16, 2013, Plaintiff filed a class action complaint in the Los Angeles Superior court alleging causes of action for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Overtime Compensation; (4) Failure to Pay Minimum Wage; (5) Failure to Pay All Wages Due; (6) Failure to Provide Accurate Wage Statements and Maintain Required Records; and (7) Unfair Business Practices.

On February 23, 2015, Plaintiff Juan Rodriguez moved for class certification and Defendant, simultaneously, moved for summary judgment. The trial court granted Plaintiff's motion for class certification on the rest period and derivative claims (failure to provide accurate wage statements, failure to pay all wages due upon termination, and unlawful business practices) and denied the motion as to Plaintiff's meal period, minimum wage and overtime claims. However, the trial court then, simultaneously, granted summary judgment on Plaintiff's certified claims.

Plaintiff appealed the order granting summary judgment on the certified claims. On April 22, 2016, the Court of Appeal reversed the trial court's order granting summary judgment and issued a published opinion, announcing new California law, regarding the provision of combined rest breaks on shifts greater than 6 hours. Thereafter, the Parties appeared for a series of Case Management Conferences and began merits-based discovery in preparation for a "paper trial" before this Court.

The Parties also mailed an opt-out letter to the 299 class members, with the assistance of Phoenix Settlement Administrators, notifying them of the pending class action lawsuit and providing them an opportunity to opt out of the class. The opt out deadline was December 7, 2017 and the final class list consisted of 265 class members who worked for Defendant between August 16, 2009 and December 7, 2017, and who chose not to opt out.

On November 13, 2018, the Parties engaged in private mediation with mediator Lynn Frank, who assisted the parties in reaching the instant settlement. The parties subsequently executed a long-form Joint Stipulation of Class Action

Settlement and Release, a copy of which was filed with the Court.

The Court heard and continued the hearing on the matter on multiple occasions, due to various issues with the settlement that remained despite Counsel's supplemental briefing and revisions to the Settlement Agreement. At the hearing on January 14, 2020, the Court denied preliminary approval of the motion without prejudice as to the filing of a renewed motion.

On August 12, 2020, Class Counsel filed a renewed motion for preliminary approval, including a Revised Settlement Agreement, a copy of which was filed with the Court. On September 3, 2020, the Court posted a "Checklist" of issues for the parties to address as to the Settlement Agreement and Notice. In response, Class Counsel filed supplemental papers on October 2, 2020. Pursuant to the Court's order, the parties re-filed the Revised (Amended) Settlement Agreement ("Settlement Agreement") on February 2, 2021.

On March 15, 2021, the court granted the parties' Motion for Preliminary Approval of class action settlement on the condition that counsel provide a copy of the submission to the LWDA, as to the Amended Settlement Agreement (Lab. Code, § 2699, subd. (1)(2).) Counsel complied with the court's order and provided the requested proof.

II.

SETTLEMENT AGREEMENT

A. Definitions

Class: Any and all of Defendant's hourly, non-exempt employees in California from August 16, 2009 through December 7, 2017, and who did not opt out of the class. Specifically, the number of Class Members is based on the class list produced by Phoenix Settlement Administrators, comprised of 265 individuals, after the final date of the opt out period on December 7, 2017. (Revised Settlement Agreement ¶I.c)

Class Period: August 16, 2009 to December 7, 2017. (¶I.g)

"Verified Settlement Class Members" or "Participating Class Members:" all Class Members who do not opt-out from the Class. (¶I.gg)

The Parties stipulate to class certification for settlement purposes only. (§3.01)

B. Terms of Settlement Agreement

The essential terms are as follows:

- The Gross Settlement Fund ("GSF") is \$550,000, non-reversionary. (§I.q)
- The Net Settlement Amount ("Net") (\$297,350) is the GSF minus the following:
 - Up to \$183,150 (1/3) for attorney fees (§I.u);
 - Up to \$39,000 for litigation costs (Ibid.);
 - Up to \$10,000 for a Class Representative Service Award (§I.n);
 - Up to \$13,000 for settlement administration costs (§I.u);and
 - Payment of \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA. (§I.q)
- Defendant's share of payroll taxes will be paid separate from the GSF. (§I.q)
- No Claim Form. This is a non-reversionary, non-claims made, opt-out settlement. (§3.04.a)
- "Deed of Trust" means the first Deed of Trust as security for the obligation of Defendant under the terms of the Settlement Agreement, to be secured by the property located at 501 E. Oak Street, Compton, California 90221. (§I.i)
- "Response Deadline" is the date 45 calendar days from the date the Notice is first mailed and is the last date on which Class Members may submit valid written objections, requests for exclusion, and/or disputes to workweeks. (§3.04)
 - Right of Defendant to Void Agreement. The number of Class Members is based on the class list produced by Phoenix Settlement Administrators, comprised of 265 individuals, after the final date of the opt out period on December 7, 2017, notifying Class Members at that time of the existence of a certified class action. The Settlement Class shall consist of these individuals only. If more than 10% of the members of the Class submit timely and valid opt-outs, Defendant will have the right to rescind the agreement. (§3.04.e)
- Individual Settlement Payment Calculation. The maximum amount each Class Member is entitled to receive is determined by multiplying the Net by a ratio that is determined by dividing a Class Member's total Workweeks worked during the Class Period in California by the total number of Workweeks worked during the Class Period by all Class Members. Should any Class Members

submit timely and valid opt-out requests, that money shall be re-distributed to the Participating Class Members on a pro rata basis. (§3.06.e)

o Tax Allocation. Each individual settlement payment will be allocated as 20% to wages, 40% to penalties and 40% to interest. (§3.06.e)

• Funding of Settlement. The parties agree that the GSF shall be paid into a Qualified Settlement Account, established by Phoenix Settlement Administrators as follows: (1) a \$150,000.00 initial payment by Defendant within sixty-five (65) calendars days after the Court enters an order granting final approval of the Settlement Agreement; and (2) the remaining \$400,000.00, made payable in fifty-four (54) monthly installments of \$7,407.41, beginning thirty (30) days after the initial \$150,000.00 payment by Defendant, and paid monthly until the GSF is paid in full. (§3.06.a)

• Payment Distribution. (§3.06)

o Class Members. The parties agree to disburse two payments to Class Members who do not opt out ("Participating Class Members" or "Verified Class Members"). The first payment shall occur within 30 days after Defendant deposits the initial \$150,000 payment into the QSF. The second payment of the remaining balance owed shall be paid within 30 days after a sufficient number of payments have been made to satisfy the Net. (§3.06.a)

o Attorneys' Fees and Costs. The Fees and Costs Award shall be paid to Class Counsel no later than 21 calendar days after the GSF has been fully funded by Defendant. (§3.06.b)

o Enhancement Award. The Enhancement Award shall be delivered to Named Plaintiff within 30 days after Defendant makes their initial \$150,000 deposit. (§3.06.c)

o Costs of Administration. The Settlement Administration costs shall be paid out of the GSF no later than 21 calendar days after the GSF has been fully funded. (§3.06.d)

o Payment to the LWDA. The Settlement Administrator, within 21 calendar days after the GSF has been fully funded, shall deliver to the LWDA a payment in the amount of \$7,500 as the LWDA's share of the settlement of the PAGA penalties. (§3.06.f)

• Uncashed and Undeliverable Checks. To the extent that an Individual Settlement Payment check is (1) undeliverable, or (2) uncashed 180 days after the date listed on the check, the Administrator shall track all such unclaimed funds in the name of Participating Class Members and shall then send such funds to the State Controller's Office Unclaimed Property Fund in that Participating Class Member's name. (§3.06.e)

• Phoenix Settlement Administrators, Inc. will perform settlement administration. (§I.ee)

- Notice of Entry of Judgment shall be mailed by the Settlement Administrator with the first round of settlement checks to Class Members. (§3.06.j)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

III. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. Class Counsel represents that the parties completed a full-day mediation Steven Pearl, Esq., but did not reach settlement. On November 13, 2018, the parties again engaged in mediation, this time with mediator Lynn Frank. At the conclusion of this mediation, the parties reached a settlement in principle and executed a Memorandum of Understanding. (Declaration of Farzad Rastegar ¶8.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represents that prior to settlement the parties conducted discovery including two PMQ depositions, the deposition of Plaintiff, approximately 15 class member depositions, production and review of approximately 80 class member declarations, the exchange of written discovery, and production of hundreds of pages of Defendant's business records relating to the claims in this litigation, including all relevant policy and payroll documents. (Id. at ¶10.) Additionally, during the second mediation Defendant produced the last three years of its tax returns, which demonstrated Defendant's limited financial ability to pay a class-wide judgment beyond the GSF without risking bankruptcy. (Id. at ¶11.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (Id. at ¶¶ 24-30.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

The Court concludes that the settlement is entitled to a presumption of fairness.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Class Counsel has provided information, summarized below, regarding the factual basis for, and estimated maximum exposure for each of the claims alleged, as well as on a theoretical claim for PAGA penalties, which was not asserted, and will not be released by Class Members.

Violation	Maximum Exposure
Meal Break Violations	\$0
Rest Break Violations	\$3,123,750.00
Failure to Pay Overtime	\$0
Failure to Pay Minimum Wage	\$0
Failure to Maintain Records	\$562,500.00
Waiting Time Penalties	\$403,200.00
PAGA Penalties	\$2,925,000.00
Total	\$7,014,450.00

(Rastegar Decl. ¶13-23.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See Weinstat v. Dentsply Intern., Inc. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Plaintiff's counsel obtained a \$550,000 non-reversionary settlement. The \$550,000 gross settlement represents approximately 7.8% of Defendant's maximum potential damages which, given the uncertain outcomes, and Defendant's financial condition, is within the "ballpark of reasonableness." The \$550,000 settlement amount, after reduced by the requested deductions, leaves approximately \$297,350 to be divided among approximately 265 putative class members. Assuming full participation, the resulting payments will average approximately \$1,122.08 per class member. [$\$297,350 / 265 = \$1,122.08$].

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

The Court concludes that the settlement can be preliminarily deemed "fair, adequate, and reasonable."

C. Scope of the Release

1. Release of Claims as to All Class Members. Any Verified Settlement Class Member, including Named Plaintiff, who does not timely opt out of the settlement as described in Section 3.04(b) shall be bound by this Agreement and shall be deemed to have fully released all claims that were set forth, or could have been set forth based on the facts alleged, in the Complaint. If a Non-Participating Class Member mistakenly receives an Individual Settlement Payment check notwithstanding his or her submission of an Opt-Out Request, such person shall be deemed a Participating Class Members and shall be bound by the terms of this Agreement if such person cashes the Individual Settlement Payment check.

On the date on which the settlement is fully funded, and except as to such rights or claims as may be created by this Agreement, the Participating Class Members, comprised of each member of the Class who has not submitted a valid Opt Out Request, fully releases and discharges Defendant, its past, present, and future parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, investors, successors and assigns, owners, officials, branches, partners, units, assigns, principals, heirs, representatives, accountants, auditors, consultants, reinsurers, predecessors in interest, beneficiaries, subrogees, executors, members, privies, administrators, fiduciaries, and trustees and any individual or entity which could be jointly liable with Defendant ("Released Parties"), from any and all claims, charges, complaints, obligations, promises, agreements, suits, rights, costs, losses, liens, penalties, fines, wages, liquidated damages, restitutionary amounts, interest, punitive damages, controversies, liabilities, debts, demands, obligations, money owed, interest, guarantees, costs, expenses (including, without limitation, back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred), attorneys' fees and costs, damages, actions or causes of action of any nature for, known or unknown, suspected or unsuspected, which were raised, or could have been raised based upon the facts alleged, in the Action during the Class Period, including claims under California Labor Code § 201, 202, 203, 204, 226, 510, 2698 and 2699, applicable IWC Wage Order provisions, and claims under Section 17200 of the California Business and Professions Code, failure to pay appropriate overtime wages, failure to pay all wages earned each pay period (including earned and unused vacation wages), failure to provide proper meal periods, failure to pay missed meal period premiums, failure to provide paid rest periods and pay missed rest break premiums, unfair/unlawful/fraudulent business practices, failure to pay wages upon cessation of employment, failure to provide accurate itemized wage statements and maintain accurate records, any claims under California Labor Code § 2699 et seq. (PAGA) and all other claims and allegations made in the Action, August 16, 2009 through the end of the Class Period ("Released Claims"). Excluded from the Released Claims are unrelated claims, including but not limited to, claims that are outside the Class Period, unemployment, Workers' Compensation, disability, discrimination, sexual harassment, claims brought pursuant to the California Fair Employment and Housing Act (California Government Code 12940 et seq.) and retaliation. The Class

Members may later discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of this Release, but the Class Members upon the Effective Date, shall be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled and released any all of the claims released pursuant to this Release.

It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice of Proposed Class Action Settlement will advise all Class Members of the binding nature of the releases. Excepting only the Class Members who timely submit a valid Opt-Out Request, the Notice of Proposed Class Action Settlement shall have the same force and effect as if this Settlement and Agreement were executed by each Class Member with regard to the claims that he or she is releasing pursuant to the Settlement and Agreement. (§5.01)

2. Additional Release of Claims as to Named Plaintiff Only

Named Plaintiff will additionally provide a general release and §1542 waiver. (§§ 5.02, 5.03)

D. May Conditional Class Certification Be Granted?

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (Amchem Products, Inc. v. Winsor (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (Dunk at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)

1. Numerosity. The Court's order granted class certification as to 299 class members, 34 of whom chose to opt out of the Class, leaving a total of 265 Class Members. (Rastegar Decl., §§ 7, 9). This element is met.

2. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (Sevidal v. Target Corp. (2010) 189 Cal.App.4th 905, 919.) All Class Members are identifiable through a review of Defendant's employment records. (Motion at 14:6-12.)

3. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435.)

Regarding commonality, Class Counsel asserts that there would appear to be no questions of law which would vary from employee to employee. Additionally, the only factual questions would be in the area of damages. Finally, Defendant has conditionally stipulated for purposes of settlement only, that class certification is appropriate for all claims, including Plaintiff's meal period, minimum wage, and overtime claims. (Motion at 16:18-23.)

Regarding typicality, Class Counsel asserts that the claims of Class Members are essentially identical: meal and rest periods, minimum wage and overtime claims, and derivative claims for failure to maintain accurate wage statements, failure to pay all wages due to discharged or terminated employees, and unfair business practices, as a result of the rest period policies which Plaintiff alleges do not comply with California wage and hour requirements. (Motion at 15:15-20.)

Finally, as to adequacy, Class Counsel represents that Plaintiff has always acted in the best interest of class members. (Motion at 15:21-16:17.)

4. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

5. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

The Court finds that the class may be conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the Notice Proper?

1. Content of class notice. A copy of the revised proposed notice to class members is attached to the Supplemental Submission ISO Prelim as Exhibit 4. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and claims administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

2. Method of class notice. Notice will be provided to class members in both English and Spanish. Within 21 days after the Court grants preliminary approval of the settlement, Defense Counsel will provide the Class List to the Settlement Administrator. Within 28 days after the Preliminary Approval Date, the Settlement Administrator shall update the addresses using the NCOA and mailed the Notice Packet by first-class US mail to each Class Member. Notice Packets returned to the Settlement Administrator as non-delivered during the 45-day response period shall be re-mailed within 3 business days after receipt to any updated address located through a skip trace search. (§3.03)

3. Cost of class notice. As indicated above, claims administration costs are estimated to be \$13,000. (Settlement Agreement ¶I.u.) Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney Fees and Costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (PLCM Group, Inc. v. Drexler (2000))

22 Cal.4th 1084, 1095-1096; Ramos v. Countrywide Home Loans, Inc. (2000) 82 Cal.App.4th 615, 625-626; Ketchum III v. Moses (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (Garabedian v. Los Angeles Cellular Telephone Company (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to \$183,150 (1/3) in attorney fees will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method, and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at \$39,000) by detailing how they were incurred.

G. Incentive Award to Class Representative

The Settlement Agreement provides for an enhancement award of up to \$10,000 for the class representative, Juan Rodriguez. (¶I.n.) In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit'" (Id. at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

//

IV.
CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Preliminary Approval of class action settlement is GRANTED as fair, adequate, and reasonable.

2) The essential terms are, among other things:

A. The Gross Settlement Amount ("GSA") is \$550,000.

B. The Net Settlement Amount ("Net") \$297,350 is the GSA minus the following:

Up to \$183,150 (1/3) for attorney fees;

Up to \$39,000 for litigation costs;

Up to \$10,000 for a service award to the proposed class representative;

Up to \$13,000 for settlement administration costs;

\$7,500 (75% of \$10,000 PAGA penalty) to the LWDA; and

C. Plaintiffs release of Defendants from claims described herein.

3) The Parties' Motion for Final Approval of Class Action Settlement must be filed by August 16, 2021. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

4) The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed] Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

5) Nonappearance case management review is set for August 23, 2021, 8:30 a.m., Dept. 9.

//

//

//

//

