Anna R. Salusky, Esq. (SBN:222484)
SALUSKY LAW GROUP, APC
3738 Bayer Avenue, Suite 104
Long Beach, CA 90808
Tel: (562)855-0004
Fax: (562)855-0002
Email: asalusky@saluskylaw.com

Attorney for Plaintiff HUMBERTO REYES MONREAL, on behalf of himself and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

HUMBERTO REYES MONREAL, on behalf of himself and all others similarly situated; Plaintiffs, v. DINSMORE ENTERPRISES, INC. d.b.a. ALPINE LANDSCAPES, a California Corporation, and DOES 1 through 50 inclusive, Defendants.	Case No.: 21CV386800 Hon. Charles F. Adams Dept.: 7 CLASS ACTION **NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 25, 2025, the Honorable Charles F. Adams entered the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement; A true and correct copy of which is attached hereto as **Exhibit 1**.

Dated: February 28, 2025

SALUSKY LAW GROUP, APC

Anna R. Salusky
____
Anna R. Salusky, Esq.
Attorney for Plaintiff HUMBERTO REYES MONREAL
and on behalf of all employees similarly situated

EXHIBIT 1

Filed
February 25, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV386800
By: tduarte

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

HUMBERTO REYES MONREAL, on behalf of himself and others similarly situated, Plaintiff, v. DINSMORE ENTERPRISES, INC. d.b.a. ALPINE LANDSCAPES, a California Corporation, and DOES 1 through 50 inclusive, Defendants.	Case No. 21CV386800 **ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT**

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiffs Humberto Reyes Monreal and Pedro Gonzalez (collectively, "Plaintidds") alleges Defendants Dinsmore Enterprises, Inc. d.b.a. Alpine Landscapes ("Alpine") and Ryan Dinsmore (collectively, "Defendants") committed various wage and hour violations.

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

I. BACKGROUND

According to the allegations of the operative First Amended Complaint ("FAC"), plaintiff Humberto Reyes Monreal was an employee of Alpine from February 2014 until June 26, 2020, as an irrigation installer. (FAC, ¶ 8.) Plaintiff Pedro Gonzalez was an employee of Alpine from 2010 until January 2021, as a gardener. Plaintiffs allege Defendants failed to: provide compliant meal periods and rest periods; pay wages (minimum and overtime); to reimburse for necessary expenditures; and pay wages due on separation.

Based on the foregoing, Plaintiffs initiated this action on September 17, 2021, and on April 14, 2023, they filed the FAC, asserting the following causes of actions: (1) failure to provide compliant meal periods; (2) failure to provide compliant rest periods; (3) failure to pay minimum wage and overtime wages; (4) failure to reimburse for necessary expenditures; (5) failure to pay wages due at separation of employment; (6) unfair business practices; and (7) personal liability under Labor Code section 558.1.

Plaintiffs now seek an order: preliminarily approving the parties' class action and PAGA settlement; conditionally certifying the Class for settlement purposes; ordering the proposed Class notice be sent to the settlement Class; appointing ILYM Group, Inc. ("ILYM") as the settlement administrator; provisionally appointing Plaintiffs as Class representatives; appointing Salusky Law Group as Class Counsel; determining whether a valid fee agreement exists between Salusky Law Group and Jose Garay APLC and Jose Garay for attorney's fees in this action; and scheduling a final approval hearing.

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

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

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience

and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

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

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

B. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 , 2022 U.S. LEXIS 2940.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

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

III. SETTLEMENT PROCESS

Plaintiff Reyes initiated this action on September 17, 2021, and on April 14, 2023, Plaintiffs filed the FAC, which asserts seven causes of action. The parties engaged in formal and informal discovery, which includes: (1) taking the deposition of Defendant's person most qualified; and (2) reviewing and analyzing a sampling of Defendant's timekeeping and payroll records and its policies and procedures. Plaintiffs' counsel also (1) researched applicable law and potential defenses; and (2) analyzing and calculating Defendant's potential liability for the claims in this action.

On January 30, 2024, the parties participated in an all-day mediation with attorney Steve Rottman and they were able to agree on a settlement, which is now before the Court for approval.

IV. SETTLEMENT PROVISIONS

The non-reversionary gross settlement is $460,000. Attorney's fees of up to $153,333.33 (or one-third of the gross settlement), litigation expenses of up to $28,000, and administrative costs of up to $ 15,000 will be paid from the gross settlement. $10,000 will be allocated to PAGA penalties, 75% of which ($7,500) will be paid to the LWDA, with the remaining 25% ($2,500) dispensed, on a pro rata basis, to "Aggrieved Employees" who are defined as "any person employed by Dinsmore in California as an hourly non-exempt employees during the PAGA period."[1]

The net settlement amount-estimated to be $233,666.67—will be allocated to members of the "Class" who are defined as "all persons employed by Dinsmore in California as hourly non-exempt employees during the Class Period" which is defined as " the period from September 17, 2017, and through 90 days after the date of the fully executed agreement or 90 days after the date of Preliminary Approval, whichever comes first." Plaintiffs will seek class representative payments of not more than $10,000 each. For tax purposes, settlement payments will be allocated 20% to wages and 80% to non-wages (i.e., interest and penalties). The employer-side payroll taxes will be paid by Defendant separate from, and in addition to, the gross settlement amount. Funds associated with checks uncashed after 180 days will be transmitted to the Controller of the State of California to be held in trust for such class members pursuant to California unclaimed property law.

In exchange for settlement, Class Members who do not opt out will release:

> All Released Parties from any claims during the Class Period that were or that could have been pled in the Operative Complaint based on the facts alleged in the causes of action in the Action, including but not limited to claims under Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2698-2699, 2800, 2802, the applicable Wage

---

[1] The "PAGA Period" is defined as "the period from June 17, 2020, to 90 days after the date of the fully executed agreement or 90 days after the date of Preliminary Approval, whichever comes first."

Orders, Business & Professions Code section 17200, and Plaintiff Humberto Reyes Monreal's PAGA Notice.

Aggrieved Employees, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release:

> [t]he Released Parties from all clams for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

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

V. FAIRNESS OF SETTLEMENT

Based on available data provided by Defendants, Plaintiffs' counsel estimated Defendants' maximum—possible exposure to be $2,531,980. Plaintiffs' counsel then determined an appropriate range of recovery for settlement purposes by offsetting Defendants' maximum theoretical liability by: the difficulty posed by certifying a class of 283 members allocated to four different departments; Defendants' defenses to manageability and the merits of the underlying claims; the risk, expense, and complexity and likely duration of further litigation, obtaining class certification, and maintaining class certification through trial; the burdens of proof necessary to establish liability against Defendants; and the present state of the law as it applies to wage-and-hour and PAGA actions. Taking the foregoing into account, Plaintiffs' counsel estimated a more realistic valuation of $1,012,756. Thus, the Gross Settlement Amount of $460,000 is 18% of the maximum possible exposure and 45% of the more realistic exposure. The maximum amount of civil penalties recoverable under the PAGA in this Action is $0 because it was filed outside of the time allowed for an action for the recovery of such penalties.

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

VI. PROPOSED SETTLEMENT CLASS

Plaintiffs request that the following settlement class be provisionally certified:

All persons employed by Dinsmore in California as hourly non-exempt employees during the class period.

The Class Period is defined as:

The period from September 17, 2017, through 90 days after the date of the fully executed Agreement or 90 days after the date of Preliminary Approval, whichever comes first.

A. Legal Standard for Certifying a Class for Settlement Purposes

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

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.

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

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

Here, the estimated 283 Class members are readily identifiable based on Defendants' records, and the settlement class is appropriately defined based on objective characteristics. The Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

C. Community of Interest

The "community-of-interest" requirement encompasses three factors: (1) predominant 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. (*Sav-On Drug Stores*, *supra*, 34 Cal.4th at pp. 326, 332.)

For the first community of interest factor, "[i]n order to determine whether common questions of fact predominate the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be good for the judicial process and to the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105 (*Lockheed Martin*).) "As a general rule if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages." (*Hicks*, *supra*, 89 Cal.App.4th at p. 916.)

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

As for the second factor,

> The typicality requirement is meant to ensure that the class representative is able to adequately represent the class and focus on common issues. It is only when a defense unique to the class representative will be a major focus of the litigation, or when the class representative's interests are antagonistic to or in conflict with the objectives of those she purports to represent that denial of class certification is appropriate. But even then, the court should determine if it would be feasible to

divide the class into subclasses to eliminate the conflict and allow the class action to be maintained.

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

Like other members of the class, Plaintiffs were employed by Defendant as non-exempt, hourly-paid employees and allege that they experienced the violations at issue. The anticipated defenses are not unique to Plaintiffs, and there is no indication that Plaintiffs' interests are otherwise in conflict with those of the class.

Finally, adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class representative does not necessarily have to incur all of the damages suffered by each different class member in order to provide adequate representation to the class. (*Wershba, supra*, 91 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not fatal to class certification. Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." (*Ibid*., internal citations and quotation marks omitted.)

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

D. Substantial Benefits of Class Certification

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

Here, there are an estimated 283 class members. It would be inefficient for the Court to hear and decide the same issues separately and repeatedly for each class member. Further, it would be cost prohibitive for each class member to file suit individually, as each member would have the potential for little to no monetary recovery. It is clear that a class action provides substantial benefits to both the litigants and the Court in this case.

VII. SERVICE AWARD, FEES, AND COSTS

Plaintiffs request an enhancement payment of $10,000 each.

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted; see also *Covillo v. Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff undertakes a significant "reputational risk" in bringing an action against an employer].)

Plaintiffs have submitted declarations describing their participation in this action. While both Plaintiffs provide an estimate of the amount of time spent with regard to their respective depositions, neither declaration provides an estimate of the amount of time each Plaintiff has spent in connection with this litigation. Accordingly, prior to the final approval hearing, the Plaintiffs shall submit supplemental declarations indicating how many hours they have spent working on this action.

As set forth above, Plaintiffs' counsel seek a fee award of $153,333.33 or one-third of the gross settlement amount, which is not an uncommon contingency fee allocation in a wage and hour class action. Plaintiffs' counsel requests the Court determine whether there is a valid fee sharing agreement between Salusky Law Group and Jose Garay, APLC.

California Rule of Court 3.769(b), provides, "[a]ny agreement, express or implied, that has been entered into with respect to the payment of attorney's fees or the submission of an application for the approval of attorney's 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." Rule 1.5.1 of the California Rules of Professional Conduct, provides, "(a) Lawyers who are not in the same law firm shall not divide a fee for legal services unless (1) the lawyer enters into a written agreement to divide the fee; (2) the client has consented in writing either at the time the lawyers entered into the agreement to divide the fee or as soon as thereafter as reasonably practicable, after a full written disclosure to the client of: (i) the fact that a division of fees will be made; (ii) the identity of the lawyers or law firms that are parties to the division; and (iii) the terms of the division; (3) the total fee charged by all lawyers is not increased solely by reason of the agreement to division fees.

Plaintiffs' counsel Anna R. Salusky states she entered into a fee sharing agreement with Jose Garay, APLC which called for a split of attorney's fees in this Action with 80% to Salusky Law Group and 20% to Jose Garay, Esq. However, Ms. Salusky states she does not recall if they signed a written agreement and she is unable to locate one. Moreover, Ms. Salusky provides signed disclosures regarding the purported fee agreement with each plaintiff. (Declaration of Anna R. Salusky ("Salusky Decl."), ¶¶ 66-67; Exhs. 3-4.) However, neither disclosure contains a signature from Mr. Garay. The Court has not received a declaration from Mr. Garay. In the absence of a written agreement between counsel, the Court cannot conclude a valid fee sharing agreement exists between Salusky Law Group and Jose Garay, APLC, pursuant to California Rule of Professional Conduct 1.5.1 (a)(1).

The court also has an independent right and responsibility to review the requested attorney fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co*. (2004) 118 Cal.App.4th 123, 127-128.) Therefore, prior to any final approval hearing, Plaintiffs' counsel shall submit lodestar information (including hourly rate and hours worked) as well as evidence of actual litigation costs incurred and settlement administration costs.

VIII. NOTICE

The content of a class notice is subject to court approval. (Cal. Rules of Court, rule 3.769(f).) "The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (*Ibid.*) In determining the manner of the notice, the court must consider: "(1) The interests of the class; (2) The type of relief requested; (3) The stake of the individual class members; (4) The cost of notifying class members; (5) The resources of the parties; (6) The possible prejudice to class members who do not receive notice; and (7) The res judicata effect on class members." (Cal. Rules of Court, rule 3.766(e).)

Here, the notice, which will be provided in both English and Spanish, describes the lawsuit, explains the settlement, and instructs Class members that they may opt out of the settlement (except for the PAGA component) or object. The gross settlement amount and estimated deductions are provided, and Class members are informed of their qualifying workweeks as reflected in Defendants' records and are instructed how to dispute this information. Class members are given 60 days to request exclusion from the class or submit a written objection to the settlement.

The form of notice is generally adequate, but must be modified to instruct Class members that they may opt out of or object to the settlement simply by providing their name, without the need to provide their phone number or other personal information.

Regarding appearances at the final fairness hearing, the notice shall be modified to instruct class members as follows:

> Although class members may appear in person, the judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call number for Department 7.

Turning to the notice procedure, as articulated above, the parties have selected ILYM as the settlement administrator. No later than fifteen (15) days after preliminary approval, Defendants will deliver the Class data (i.e., Class list and related qualifying workweeks and contact information) to ILYM. ILYM, in turn, will mail the notice packet within fourteen (14) days after receiving the Class data, subsequent to updating Class members' addresses using the National Change of Address Database. Any returned notices will be re-mailed to any forwarding address provided or a better address located through a skip trace or other search. Class members who receive a re-mailed notice will have an additional 14 days to respond. These notice procedures are appropriate and are approved.

//

//

//

//

//

//

//

//

IX. CONCLUSION

Plaintiffs' motion for preliminary approval is GRANTED.

The final approval hearing shall take place on **August 14, 2025** at 1:30 in Dept. 7. The following class is preliminarily certified for settlement purposes:

> All persons employed by Dinsmore in California as hourly non-exempt employees during the class period.

IT IS SO ORDERED.

Date: February 25, 2025

CHARLES F. ADAMS
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 3738 Bayer Avenue, Suite 104, Long Beach, CA 90808. On **February 28, 2025**, I served a true and correct copy of the following document(s):

NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Attorneys For Defendant:

Christopher J. Olson, Esq.
Roger M. Mason, Esq.
Rachael E. Brown, Esq.
SWEENEY MASON LLP
983 University Avenue, Suite 104C
Los Gatos, CA 95032-7637
colson@smwb.com
rmason@smwb.com
reb@smwb.com

Jose R. Garay
JOSE GARAY, APLC
249 E. Ocean Blvd. #814
Long Beach, CA 90802
jose@garaylaw.com

☐ **By United States Mail (CCP §§1013a, et seq.):** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, with postage fully prepaid.

☐ **By Overnight Delivery/Express Mail (CCP §§1013(c)(d), et seq.):** I enclosed said document(s) in a sealed envelope or package provided by an overnight delivery carrier to each addressee. I placed the envelope or package, delivery fees paid for, for collection and overnight delivery at an office or at a regularly utilized drop box maintained by the express service carrier at 3738 Bayer Avenue, Long Beach, California.

☐ **By Fax Transmission (CRC 2.306):** Based on a written agreement of the parties to accept service by fax transmission, I faxed said document(s) to each addressee's fax number. The facsimile machine that I utilized, (562) 855-0002, complied with California Rules of Court, Rule 2.301(3), and no error was reported by the machine. Pursuant to Rule 2.306(h)(4), I caused the machine to print a record of the transmission, a copy of which is attached to the original of this proof of service.

☒ **Electronic Mail**. Via e-mail to the address shown above.

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

Executed on **February 28, 2025**, at Platte City, Missouri.

/S/ Jerin Wilkinson
JERIN WILKINSON