

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 28

JUDICIAL OFFICER: HONORABLE LAURI A. DAMRELL

Courtroom Clerk: V. Aleman

CSR: None

Court Attendant: J. Flores

34-2021-00308697-CU-OE-GDS

October 20, 2023

9:00 AM

**Antonio Jesus Jaramillo De La Cruz vs. Weidner
Property Management, LLC, a Washington limited
liability company**

MINUTES

APPEARANCES:

Plaintiff Antonio Jesus Jaramillo De La Cruz represented by Larry W Lee Special Appearing Simon L. Yang via virtual conference.

Defendant Weidner Property Management, LLC, a Washington limited liability company represented by George W. Abele via virtual conference.

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement; Case Management Conference

The above-referenced counsel appeared on behalf of the parties on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. The parties sufficiently addressed the Court's concerns identified in the Tentative Ruling and agreed to submit a revised proposed order to the Court for review and signature.

The Court otherwise adopts the Tentative Ruling.

TENTATIVE RULING:

APPEARANCE REQUIRED

Plaintiff Antonio Jesus Jaramillo De La Cruz's ("Plaintiff") motion for preliminary approval of class and Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and tentatively GRANTED, subject to the clarification requested below.

Moving counsel failed to include a notice of motion and therefore failed to provide notice of the Court's tentative ruling system, as required by Local Rule 1.06. Moving counsel is directed to contact opposing counsel to advise them of Local Rule 1.06, the Court's tentative ruling procedure, and the manner to request a hearing.

Background

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On July 14, 2021, Plaintiff provided written notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and Defendant Weidner Property Management, LLC (“Defendant”). (Yang Supp. Decl., ¶ 2, Exh. A.) On September 21, 2021, Plaintiff filed a representative PAGA action in Sacramento County Superior Court, Case No. 34-2021-00308475 (the “PAGA Action”) against Defendant. The PAGA Action sought penalties for (1) unpaid overtime; (2) unpaid sick pay wages; (3) failure to provide meal and rest periods; (4) failure to timely pay wages; (5) failure to provide accurate itemized wage statements; and (6) failure to reimburse business expenses. (Yang Decl., ¶ 2.) On September 22, 2021, Plaintiff filed this class action in Sacramento County Superior Court asserting the same underlying claims asserted in the PAGA Action as well as a claim for unfair or unlawful business practices under California Business and Professions Code sections 17200 et seq. (*Ibid.*) Ultimately, Plaintiff filed an amended complaint to streamline litigation by consolidating the claims alleged in the PAGA Action in this Action and tailoring class allegations to the applicable facts. (*Id.*, ¶ 3.)

On August 4, 2023, the Court continued the hearing on this matter to address a number of questions. (8-4-23 Minute Order.) On September 20, 2023, Counsel filed a supplemental declaration addressing the Court’s concerns. (Yang Supp. Decl.) Plaintiff now seeks preliminary approval of the Parties’ Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Agreement”), as amended. (Yang Decl., ¶ 4, Exh. 1 (“SA”); Yang Supp. Decl., ¶ 6, Exh. C.) Defendant does not oppose Plaintiff’s motion. (7-18-23 Notice of Non-Opposition.) Concurrent with the initial filing of this motion, Plaintiff provided a copy of the moving papers to the LWDA. (Yang Decl., ¶ 14; Yang Supp. Decl., ¶ 3, Exh. B.) Plaintiff also provided a copy of the amended Agreement to the LWDA. (Yang Supp. Decl., ¶ 6, Exh. D.)

Legal Standard

The law favors the settlement of lawsuits, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. (See *Neary v. Regents of Univ. of Cal* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed, compromised, or settled without approval of the court, and the decision to approve or reject a proposed settlement is committed to the court’s sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*).)

In determining whether to approve a class settlement, the court’s responsibility is to “prevent fraud, collusion or unfairness to the class” through settlement because the rights of the class members, including the named plaintiffs, “may not have been given due regard by the negotiating parties.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court must independently determine “whether the settlement is in the best interests of those whose claims will be extinguished” and “make an independent assessment of the reasonableness of the terms to which the parties have agreed.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba, supra*, 91 Cal.App.4th at p. 245; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 1165-66.)

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The Court does not rubber stamp these motions, but rather serves as a guardian of absent class members' rights to ensure the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.) "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) "A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba, supra*, 91 Cal.App.4th at pg. 250, citations omitted.) The court's primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing. (Rubenstein et al., *Newberg on Class Actions* (6th ed. 2022) § 13:10.)

Provisional Class Certification

If the class has not yet been certified, part of the motion for preliminary approval will include a request for provisional certification for purposes of settlement only. (See Cal. Rule of Court, Rule 3.769.) Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. (See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.) These requirements are generally expressed as follows: (1) numerosity of class members, (2) typicality of claims, (3) adequacy of representation by the named plaintiffs, and (4) the superiority and predominance of common questions of law and fact. (*Vasquez v. Sup. Ct.* (1971) 4 Cal.3d 800, 820.)

Here, Plaintiff seeks provisional certification of the following classes:

- a. Sick Pay Class Members: all current or former non-exempt employees of Defendant in the State of California who were paid sick pay wages in any workweek from September 22, 2017, through April 1, 2023, in which they also earned non-hourly remuneration, including but not limited to non-discretionary bonuses and rent discount incentives (SA, § 1.5.1);
- b. Non-Exempt Class Members: all current or former non-exempt employees of Defendant in the State of California from February 10, 2021, through April 1, 2023 (*id.*, § 1.5.2); and
- c. Exempt Class Members: all current or former exempt employees of Defendant in the State of California from September 22, 2017, through April 1, 2023 (*id.*, § 1.5.3).

Plaintiff's initial moving papers consistently refer to a single class and offered no explanation of why the subclasses were reasonable or appropriate. In addressing the Court's concerns, Plaintiff asserts that "Plaintiff applied the maximum available four-year statute of limitations on behalf of the Sick Pay Class Members and Exempt Class Members." However, Plaintiff explains that the same statute of limitations could not be used to "define the start date of the Non-Exempt Class because Non-Exempt Class Members had released all relevant claims, except those that would

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simultaneously cause inclusion in the Sick Pay Class, in a prior class action settlement approved by the San Bernardino Superior Court in *Antonio Cornejo Herrera v. Weidner Property Management LLC*, Case No. CIVDS2016465. As a result, the Non-Exempt Class Period is shorter than the Sick Pay Class Period and Exempt Class Period.” (Yang Supp. Decl., ¶ 4.)

Plaintiff argues that provisional class certification is reasonable and appropriate because (1) the class, including the subclasses, of approximately 127 Class Members is sufficiently numerous and ascertainable from Defendant’s records; (2) Plaintiff’s claims are typical of those of the Class because Plaintiff alleges that Defendant, as a matter of their corporate policy, practice, or procedure, underpaid sick pay and overtime, failed to provide meal and rest periods, furnished unlawful wage statements, and failed to reimburse business expenses; (3) Plaintiff’s claims raise questions of law and fact common to the Class; and (4) Plaintiff and his Counsel adequately represent the Class. (Mot., pp. 12:21-14:13.) Plaintiff further clarifies that he is an adequate representative for the subclasses, even as a non-exempt employee, because the “claims alleged by the Exempt Class are subject to Labor Code requirements that apply equally to non-exempt employees and exempt employees. Specifically, Labor Code section 2802 requires reimbursement of reasonable and necessary business expenses, regardless of non-exempt or exempt classification. Because Plaintiff alleges that both he and exempt employees were not reimbursed for cell phone related expenses, Plaintiff contends that he alleges claims typical of exempt employees and that he adequately represents exempt employees.” (Yang Supp. Decl., ¶ 5.)

The Court finds Plaintiff’s arguments persuasive. Accordingly, the Court certifies the class for settlement purposes.

Class Representatives & Class Counsel

Plaintiff is preliminarily appointed as Class Representative. (SA, § 1.22.) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and Kelsey A. Webber & Egbert Employment Law, P.C. are preliminarily appointed as Class Counsel. (*Id.*, § 1.4.)

Fair, Adequate, and Reasonable Settlement

Before approving a class action settlement, the Court must find that the settlement is “fair, adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The Court considers such factors 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 class members to the proposed settlement.” (*Id.*) “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at p. 1802.)

Under the terms of the Settlement Agreement, Defendant denies liability, but has agreed to pay a Gross Settlement Amount (“GSA”) of \$140,000 (SA, § 5.1.) Defendant will separately pay any

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applicable employer side payroll taxes. (*Ibid.*) From the GSA the following amounts will be paid:

- attorneys' fees of no more than 33 1/3% of the GSA (or \$46,666.67) and litigation costs of up to \$10,000 (*id.*, § 5.1.1);
- the Class Representative Award of no more than \$10,000 (*id.*, § 5.1.2);
- administration costs of no more than \$6,500.00 (*id.*, § 5.1.3); and
- a PAGA Penalty Fund of \$14,000, of which 75% or \$10,500 shall be paid to the LWDA, and 25% or \$3,500 shall be payable to PAGA Employees on a pro rata basis (*id.*, §§ 5.1.4, 5.3.1).

The remaining amount – the Net Settlement Amount (“NSA”) – shall be distributed to the Settlement Class Members as Individual Settlement Payments. (SA, § 5.3.2, as amended.) “10% of the [NSA] shall be proportionately allocated among Exempt Class Members based on the total number of relevant workweeks for each Exempt Class Member during the Exempt Period. 90% of the [NSA] shall be and proportionally allocated among Settlement Sick Pay Class Members and Non-Exempt Class Members based on the total number of relevant workweeks for each Sick Pay Class Member during the Sick Pay Period and each Non-Exempt Class Member during the Non-Exempt Period.” (*Id.*, § 5.3.2, as amended.) “For Sick Pay Class Members who are also Non-Exempt Class Members, any workweeks that qualify as both a relevant workweek in the Sick Pay Period and Non-Exempt Period shall be counted once only.” (*Ibid.*) Each of approximately 126 Class Members will receive, on average, around \$443.57 (after all requested payments from the GSA).

Within seven days of the Preliminary Approval Order, Defendant shall provide to the Administrator Class Information. (SA, § 3.2.) Within seven days of receipt, the Administrator shall send Class Notice to each Class Member via First Class U.S. Mail, using the last known mailing address for each Class Member from the Class Information. Any Class Notice returned to the Administrator as undeliverable shall be sent promptly via First Class U.S. Mail to the forwarding address provided. If no forwarding address is provided, the Administrator shall promptly attempt to determine the correct address using a single skip-trace search and shall then promptly send a single re-mailing. (*Id.*, § 3.3.) Class Members shall be provided 45 calendar days after the postmark date of the initial mailing of Class Notice to exercise any rights to opt out of or object to the settlement. (*Id.*, §§ 4.1, 4.2, 4.3.) However, the Agreement does not specify and the Parties do not confirm that Class Members who receive re-mailed notices will be given an extension to respond. Generally, the Court prefers that an extension be granted in those circumstances. The Parties must appear to clarify. Moreover, while the Agreement indicates that “[a]ny Settlement Class Member who does not comply with the objection procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement” (*id.*, § 4.2), the Court will generally hear from any Class Member who attends the final approval hearing and asks to speak regarding their objections. Such an approach is consistent with the Class Notice, which indicates that Class Members may object in writing or may object at the final approval hearing. (SA, Exh. 1, p. 4.)

Individual Class Payments to Exempt Class Members shall be subject to IRS Form 1099 reporting. 33% of all other Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of these Individual Class Payments shall be allocated to

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interest and penalties and subject to IRS Form 1099 reporting. (SA, § 5.3.2.) All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. (*Id.*, § 5.6.) The Parties request that the associated funds of any expired checks escheat to the State of California's Unclaimed Property Fund in the name of the Settlement Class Member. (*Ibid.*)

In continuing this matter for further briefing, the Court raised several concerns with the releases. (8-4-23 Minute Order.) As amended, the Agreement provides that by operation of the entry of the Final Approval Order, "all Settlement Class Members fully release Defendant and each Released Party from any and all claims that were pled in the operative complaint in the Action, or which reasonably could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose from September 22, 2017, through April 1, 2023. These released claims include any and all federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description, whether known or unknown, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, premium pay, damages, unpaid costs, unreimbursed expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising from or related to any and all claims that were asserted or could have been asserted in the Action based on the factual allegations contained therein. The claims released by the Settlement Class Members shall include, without limitation, known and unknown claims relating to any alleged failure to pay overtime wages, failure to pay sick pay wages, failure to provide meal periods, failure to provide rest periods, failure to furnish accurate itemized wage statements, failure to reimburse expenses, unlawful competition and unlawful business practices based on the foregoing Labor Code claims, and any statutory penalty claims which were or reasonably could have been asserted in the Action based on the factual allegations alleged therein under any federal, state, or local statutes, codes, or ordinances. The Released Statutory Claims include, without limitation, California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, and any federal counterparts, and California Business and Professions Code section 17200, et seq." (SA, § 6.1, as amended.) While the release language remains somewhat cumbersome and duplicative, the Court will not recommend additional revisions.

As amended, the Agreement separately provides that "Plaintiff as a proxy for the State and the LWDA on behalf of the Aggrieved Employees fully release Defendant and each Released Party from any and all PAGA claims that are based on the Labor Code violations pled in the operative complaint based on the facts alleged in the notice given to the LWDA that arose during the PAGA Period ("Released PAGA Claims"). "Released PAGA Claims" means any and all individual and representative claims for penalties that could have been assessed upon and collected from the Released Parties under PAGA, including any and all claims based on Labor Code violations of whatever kind or nature recoverable under PAGA, whether known or unknown, arising during the PAGA Period, that were asserted or could have been asserted in the Action based on the facts alleged in the notice given to the LWDA and Complaint including but not limited to California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2699, and any resulting claim for attorneys' fees and costs under PAGA." (SA, § 6.2, as amended.) Only Plaintiff is subject to a general release (*Id.*, § 6.3.)

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The moving papers demonstrate that the Settlement was reached after sufficient investigation and arms-length negotiations by the Parties. The Parties exchanged information and documents on numerous occasions, including documents related to a prior class action settlement approved by the San Bernardino Superior Court. (Yang Decl., ¶ 3.) Defendant also agreed to informally provide additional information related to the value of Plaintiff's claims, including written policies and class wide data, enabling Plaintiff to assess the value of the Class Members' claims. (*Id.*, ¶ 4.) On October 10, 2022, Plaintiff communicated a settlement demand, and over the next four months the Parties continued conferring about the alleged claims and defenses. Ultimately, on January 31, 2023, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances – including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. (*Ibid.*)

Plaintiff estimates that the potential total recovery amounts to approximately \$900,788.80, including approximately \$290,188.80 under Section 203 (66 former non-exempt employees x 8.0 hours per day x \$18.32 per hour x 30 days), approximately \$260,850 under Section 226(e) (127 initial wage statements x \$50 per initial wage statement + 2,545 subsequent wage statements x \$100 per subsequent wage statement), approximately \$82,550 under Section 2802 (127 class members x \$25 per month x 26 months), and approximately \$267,200 under Section 2699(f) (2,672 pay periods x \$100 per pay period). (Yang Decl., ¶ 7.) However, Defendant contested the merits and, even if Plaintiff prevailed on the merits, Defendant contested the extent of liability. (*Id.*, ¶ 6.) Specifically, Defendant contended that it was not subject to Section 203 penalties, based either on the prior class action settlement or on a good faith defense; disputed whether Plaintiff could prevail on its wage statement theory; and argued that PAGA penalties would be the subject to discretionary reductions. (*Ibid.*) Ultimately, the GSA represents approximately 15.54% of Defendant's potential liability. (Yang Decl., ¶ 5.)

Counsel attests that the settlement is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation. (Yang Decl., ¶ 8; Lee Decl., ¶ 3; Webber Decl., ¶ 8.) Class Counsel also attests to their extensive experience in this type of litigation. (Yang Decl., ¶¶ 9-12; Lee Decl., ¶¶ 2-9; Webber Decl., ¶¶ 2-7.) Based on the foregoing, the Court preliminarily finds, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness and that all relevant factors presently support preliminary approval.

PAGA Payment

The Agreement provides for a PAGA Penalty Fund of \$14,000, of which 75% or \$10,500 shall be paid to the LWDA, and 25% or \$3,500 shall be payable to PAGA Employees on a pro rata basis. (SA, §§ 5.1.4, 5.3.1.) "PAGA Employee" means any Class Member who worked in the State of California during the PAGA Period, which is defined as July 14, 2020, through April 1, 2023. (*Id.*, §§ 1.18, 1.19.) The PAGA Employee portion of the PAGA Penalty Fund shall be proportionally allocated among PAGA Employees based on the total number of workweeks for each Settlement Class Member during the PAGA Period. Individual PAGA Payments shall be subject to IRS Form 1099 reporting. (*Id.*, § 5.3.1.) The Agreement makes clear that PAGA Employees cannot opt out of the PAGA portion of the Settlement. (*Id.*, §§ 4.2, 4.3.)

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Plaintiff estimates that Defendant's maximum PAGA exposure is \$267,200 (2,672 pay periods x \$100 per pay period). (Yang Decl., ¶ 7.) The PAGA Penalty Fund represents approximately 5.24% of the maximum exposure. This allocation is reasonable under the circumstances and preliminarily approved.

Proposed Class Notice

The notice to Class Members must fairly apprise the prospective members of the terms of the settlement without expressing an opinion on the merits of the settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164; see also Cal. Rule of Court, Rule 3.769.) "Whether a claimant would want to accept or reject the proposed settlement is a decision to be made by him independently and without influence or pressure from those competing parties who either favor or oppose the settlement." (*Phila. Hous. Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F.Supp. 364, 378.)

Having revised the proposed Notice to address the Court's concerns and ensure consistency with the amendment to the Agreement (Yang Supp. Decl., ¶ 6, Exh. C), the Court finds Plaintiff's proposed Notice fairly appraises the Class Members of the terms of the proposed settlement and their rights as prospective Class Members. Accordingly, the Notice is approved.

Class Counsel Fees and Costs

Class Counsel requests an award of attorneys' fees of no more than 33 1/3% of the GSA (or \$46,666.67). (SA, § 5.1.1.) Attorneys' fees in this matter are to be split two-thirds to Diversity Law Group, P.C. and one-third to Webber & Egbert Employment Law, P.C. Counsel attests that Plaintiff has consented to the fee split in writing. (Yang Supp. Decl., ¶ 10.) Plaintiff argues that the requested award is reasonable pursuant to the percentage method and is within the range of awards approved in similar cases. (Mot., pp. 10:6-11:7.) Although this argument is cursory, the proposed attorneys' fees award is preliminarily approved. The Court expects Counsel to expand its arguments and support with respect to this amount, including by providing information necessary to perform a lodestar analysis. (See *In re Activision Sec. Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1379; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 & fn. 13.; *Martin v. Ameripride Servs.* (S.D. Cal. June 9, 2011), 2011 WL 2313604 at *22 (collecting cases); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal 2010) 266 F.R.D. 482, 491 (same); see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 & n.11.)

The Settlement Agreement also provides for reimbursement of Counsel's litigation costs of up to \$10,000. (SA, § 5.1.1.) This allocation is preliminarily approved, with the expectation that, in moving for final approval, Counsel will provide a declaration showing actual costs.

Settlement Administrator

Phoenix Settlement Administrators is appointed by the Court to act as the Settlement Administrator. (SA, § 3.1.) The maximum allocation of \$6,500 for settlement administration costs is reasonable and preliminarily approved. (*Id.*, § 5.1.3.)

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Class Representative Award

The Agreement provides for a Class Representative Award of no more than \$10,000 to Plaintiff. (SA, § 5.1.2.) In continuing this matter for further briefing, the Court noted that Plaintiff's declaration does not address the propriety of the requested award. (8-4-23 Minute Order.) Plaintiff has not filed a supplemental declaration addressing the Court's concerns and Counsel's supplemental declaration is silent on this issue.

In moving for final approval, the Court expects Plaintiff to file a declaration attesting to the nature of his individual participation in this case, including a description of his specific actions and an estimate of time he committed to prosecution of the case. (See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.)

Final Approval Hearing

The Court will again review and consider the terms of this settlement at the time of the final approval hearing.

Hearing on Motion for Final Approval of Settlement is scheduled for 02/16/2024 at 09:00 AM in Department 28 at Gordon D. Schaber Superior Court.

If either party is unavailable on **February 16, 2024 at 9:00 a.m.**, the parties shall meet and confer to identify three other Fridays at 9:00 a.m. that work for the parties to schedule the hearing. They shall then submit those dates to the Court via email at Dept28@saccourt.ca.gov, and the Court will reschedule the hearing accordingly.

The briefing shall be filed in conformity with Code of Civil Procedure section 1005.

Plaintiff shall provide a revised proposed order that reflecting the correct hearing dates and incorporating the amendments to the Settlement Agreement by reference for the Court's signature.

To request oral argument on this matter, you must call Department 28 at (916) 874-6695 by 4:00 p.m. the court day before this hearing and notify the opposing party/counsel of oral argument. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government Code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>

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*If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. **The signed form must be filed with the clerk prior to the hearing.***

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.

If oral argument is requested, the Parties are encouraged to appear via Zoom with the links below:

*To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept28>
To join by phone dial (833) 568-8864 ID 16039062174*

Counsel for Plaintiff is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

TENTATIVE RULING:

On the Court's own motion, the Case Management Conference scheduled for 10/20/2023 is continued to 02/16/2024 at 09:00 AM in Department 28 at Gordon D. Schaber Superior Court.

Certificate of Mailing is attached.

/s/ V. Aleman

By: V. Aleman, Deputy Clerk

Minutes of: 10/20/2023
Entered on: 10/23/2023

SUPERIOR COURT OF CALIFORNIA COUNTY OF SACRAMENTO	Reserved for Clerk's File Stamp FILED Superior Court of California County of Sacramento 10/20/2023 V. Aleman, Deputy
COURTHOUSE ADDRESS: Gordon D. Schaber Superior Court 720 Ninth Street, Sacramento, CA 95814	
PLAINTIFF/PETITIONER: Antonio Jesus Jaramillo De La Cruz et al	
DEFENDANT/RESPONDENT: Weidner Property Management, LLC, a Washington limited liability company et al	CASE NUMBER: 34-2021-00308697-CU-OE-GDS
CERTIFICATE OF MAILING	

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Minute Order (Hearing on Motion for Preliminary Approval of Settlement; Cas...) upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Sacramento, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

George W. Abele
Paul Hastings LLP
515 South Flower STREET
25th Floor
Los Angeles, CA 90071-2228

Larry W Lee
Diversity Law Group PC
515 S Figueroa STREET
1250
Los Angeles, CA 90071

Dated: 10/23/2023

By:

/s/ V. Aleman

V. Aleman, Deputy Clerk

CERTIFICATE OF MAILING