

03/19/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Victor Quiroz v. Wentwood Companies, Inc., Case No.: 21STCV42830

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$90,000. [Escalator Clause: WCI estimates that, as of the date of this Settlement Agreement, (1) there are 17 Class Members and 1507 Total Workweeks during the Class period and (2) there were 14 Aggrieved Employees who worked 400 Pay Periods during the PAGA Period. If the number of Total Workweeks at the time the Agreement is signed by the Parties exceeds the original estimate by more than 10% [i.e., more than 1,657.7 workweeks], the GSA shall increase proportionally for any increase beyond 10% (i.e. if the Total Workweeks is 11 % more than the original estimate, the GSA shall increase by 1%)] . (§9)

B. The Net Settlement Amount is the GSA minus the following:

\$30,000 for attorney fees to Class Counsel, Moon Law Group, PC;
\$3,843.72 for attorney costs to Class Counsel;
\$5,000 for enhancement payment to Plaintiff Victor Quiroz;
\$6,000 for settlement administration costs to ILYM Group, Inc;
\$6,000 (75% of \$8,000 PAGA penalty) to the LWDA.

C. Employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.

D. Plaintiffs release of Defendants from claims described herein.

By April 19, 2024, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1) (3) .

By **March 19, 2025**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

Court sets **Non-Appearence Case Review for March 26, 2025, 8:30 AM, Department 9.**

I.
INTRODUCTION

A. Background

Plaintiff Victor Quiroz sues his former employer, Defendant Wentwood Companies, Inc. ("Defendant" or "WCI"), for alleged wage and hour violations. Defendant is a real estate investment company that manages investments and properties across several states, including California. Plaintiff seeks to represent a class of Defendant's current and former non-exempt employees.

On November 19, 2021, Plaintiff filed a class action complaint alleging causes of action for: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On February 9, 2022, Plaintiff filed his First Amended Complaint, alleging an additional cause of action for civil penalties under the Private Attorneys General Act ("PAGA") [Cal. Lab. Code § 2699, et seq.]

After engaging in informal discovery, the Parties engaged in settlement negotiations via e-mail and telephone conferences from June 2022 to December 2022, which resulted in settlement. The terms of settlement are finalized in the long-form Class Action and PAGA Settlement Agreement ("Settlement Agreement"), a copy of which was filed with the Court on April 4, 2023.

On June 15, 2023, the Court issued a "checklist" to the parties pertaining to deficiencies in the proposed settlement. In response, the parties filed further briefing, including the revised Settlement Agreement attached to the Supplemental

Declaration of Kane Moon filed September 27, 2023. All references below are to that agreement.

The Court granted preliminary approval of the settlement on October 31, 2023.

The Parties now move for final approval of the proposed class action settlement.

B. Definitions.

"Class": all hourly-paid, non-exempt persons who have been employed by WCI in California during the Class Period. (§1.5)

"Class Period": November 19, 2017 to the date on which Preliminary Approval is granted. (§1.12)

"Aggrieved Employee": a person employed by WCI in California and classified as a past or present non-exempt, hourly-paid employee of WCI who worked in California during the PAGA Period. (§1.4)

"PAGA Period": November 11, 2020 to the date on which Preliminary Approval is granted. (§1.31)

"Participating Class Member": a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (§1.35)

C. Terms of Settlement Agreement

The essential terms are:

- The Gross Settlement Amount ("GSA") is \$90,000, non-reversionary. (§3.1)
 - o Escalator Clause: Based on its records, WCI estimates that, as of the date of this Settlement Agreement, (1) there are 17 Class Members and 1507 Total Workweeks during the Class period and (2) there were 14 Aggrieved Employees who worked 400 Pay Periods during the PAGA Period. If the number of Total Workweeks at the time the Agreement is signed by the Parties exceeds the original estimate by more than 10% [i.e., more than 1,657.7 workweeks], the Gross Settlement Amount shall increase proportionally for any increase beyond 10% (i.e. if the Total Workweeks is 11 % more than the original estimate, the Gross Settlement Amount shall increase by 1%). (§9)

- o At final approval, the settlement administrator represents that the total number of Workweeks worked by the Participating Class Members during the class period is 1,525. (Castro Decl. ¶14.) Accordingly, the escalator clause was not triggered.
- The Net Settlement Amount ("Net") (\$34,500) estimated at preliminary approval is the GSA minus the following:
 - o Up to \$30,000 (33 1/3%) for attorney fees (¶3.2.2);
 - o Up to \$4,000 for litigation costs (Ibid.);
 - o Up to \$7,500 for a Service Payment to the Named Plaintiff (¶3.2.1);
 - o Up to \$6,000 for settlement administration costs (¶3.2.3); and
 - o Payment of \$8,000 PAGA penalty (\$6,000 or 75% to the LWDA). (¶3.2.5)
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: Each Participating Class Member will receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (¶3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.4.2)
 - o PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,000) by the total number of PAGA Period Pay Periods of all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (¶3.2.5.1)
 - o Tax Allocation: Participating Class Member's Individual Class Payments will be allocated as follows: 15% as wages, 85% as interest and penalties. (¶3.2.4.1) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (¶3.2.5.2)
- Response Deadline: "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent

after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. (§1.43) The same deadlines apply to the submission of challenges to estimated payment amounts. (§8.6)

- o Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment. (§7.5.4)

- o If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, WCI may, but is not obligated, elect to withdraw from the Settlement. (§10)

- Funding of Settlement: WCI shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay WCI's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (§4.3)

- Disbursement: Within 14 days after WCI funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (§4.4)

- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. (§4.4.1) For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).]. (§4.4.3)

- The settlement administrator will be ILYM Group, Inc. (§1.2)

- Notice of Final Judgment will be posted on the Settlement Administrator's website. (§8.8.1)

- The proposed Settlement Agreement was submitted to the LWDA on September 27, 2023. (Supp. Moon Decl. ISO Prelim, Exhibit E.)

- Release of Claims. Effective on the date when WCI fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶6)
 - o Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, all statutes/ordinances referenced in the Operative Complaint and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the California Code of Regulations, including but not limited to (1) the California Code of Regulations, Title 8, § 11050, (2) Labor Code Sections 201,202,203,204,218.5, 218.6, 226,226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, 2802, and 2698 et seq., as related to the above claims; (3) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., Participating Class Members who negotiate or otherwise deposit their Settlement Payment Check will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act ("FLSA") and as to those Class Members, they expressly waive and release any FLSA claims arising during the Class Period and reasonably related to the claims and allegations in the Operative Complaint. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the FLSA portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement," and (4) all related federal, state or local statutes, common law, ordinances, regulations, or provisions relating to the facts and claims in the Action, including claims for continuing wages, failure to pay wages, failure to pay wages in a timely manner, failure to pay minimum wages, failure to pay overtime, failure to provide allegedly required wage statements, failure to provide meal or rest breaks, liquidated damages, civil penalties, premium wages, claims for injunctive relief and restitution under California Business & Professions Code § 17200, interest, costs and attorneys' fees, including Labor Code Sections 218.5 and 218.6,

Code of Civil Procedure Section 1021.5 and Civil Code Section 3287. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (¶6.2)

o Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims 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 and ascertained in the course of the Action, including all statutes/ordinances referenced in the Operative Complaint and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the California Code of Regulations, including but not limited to (1) the California Code of Regulations, Title 8, §11050, and (2) Labor Code Sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, 2802, and 2698 et seq., as related to the above claims. (¶6.3)

• "PAGA Notice" means Plaintiff's November 11, 2021 letter to WCI and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). (¶1.33)

o "Released Parties" means: WCI and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. (¶1.41)

o Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶6.1)

II. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. After engaging in informal discovery, the Parties engaged in settlement negotiations via e-mail and telephone conferences from June 2022 to December 2022, which resulted in settlement. (Moon Decl. ¶7.) Counsel represents that given the small size of the class, the Parties ultimately agreed

to resolve the matter informally rather than engaging in private mediation to avoid incurring mediation costs. Plaintiff's counsel assert that by resolving the matter between the Parties and their counsel, the costs the Parties would incur by retaining the services of a mediator would directly go to the class members, which would then result in higher individual settlement payment amount. (Id. at ¶9).

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represents that Defendant informally provided Plaintiff's counsel with a complete set of ten (10) putative Class Members' time and pay records, which was approximately 66.7% of the entire class at the time, in addition to all relevant policy manuals in effect during the statutory period. (Id. at ¶7.) At the time Defendant informally produced the time and pay records, the class consisted of 15 former and current employees.

Currently, there are 17 Class Members. Accordingly, the time and pay records of 10 Class Members Plaintiff's counsel received now reflects a 58.8% sample size. (Id. at ¶7, fn 1.) Defendant also provided information regarding the total number of current and former employees and a list of the putative Class Members, identified by employee ID numbers, which contained employment dates for each employee, the number of workweeks worked during the Class and PAGA Period. From approximately April 2022 to June 2022, the Parties reviewed and analyzed the time records and paystubs of the Putative Class Members. (Id. at ¶7).

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (Id. at ¶43).

4. What percentage of the class has objected? No objectors. (Castro Decl., ¶12.)

The Court concludes that the settlement is presumptively fair.

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 plaintiffs 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.

Violation	Maximum Exposure	Realistic Exposure
Unpaid Wages	\$13,814.17	\$9,669.92
Meal Period Violations	\$82,896.00	\$20,724.00
Rest Period Violations	\$165,770.00	\$41,442.50
Unreimbursed Business Expenses	\$850.00	\$595.00
Wage Statement Penalties	\$60,000.00	\$35,560.00
Waiting Time Penalties	\$42,240.00	
PAGA Penalties	\$40,000.00	
Total	\$405,570.17	\$107,991.42

(Moon Decl. ¶¶16-23.)

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 estimated Defendant’s maximum damages at \$405,570.17 and realistic damages at \$107,991.42. Plaintiff’s counsel obtained a \$90,000 non-reversionary settlement. This is approximately 22.2% of Plaintiff’s estimated maximum recovery and 83.3% of the realistic recovery which, given the uncertain outcomes, is within the “ballpark” of reasonableness.

The \$90,000 settlement amount, after reduced by the requested deductions, leaves approximately \$36,500 to be divided among approximately 17 class members. Assuming full participation, the resulting payments will average approximately \$2,147.05 per class member.

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.

Number of class members: 21 (Castro Decl. ¶5.)
Number of notice packets mailed: 21 (Id. at ¶7.)
Number of undeliverable notices: 1 (Id. at ¶10.)
Number of opt-outs: 0 (Id. at ¶11.)
Number of objections: 0 (Id. at ¶12.)
Number of participating class members: 21 (Id. at ¶14.)
Average individual payment: \$1,650.30 (Id. at ¶16.)
Highest individual payment: \$4,817.79 (Ibid.)

The Court concludes that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel requests an award of \$30,000 in fees and \$3,843.72 in costs. (MFA at 18:17-26.) The Settlement Agreement provides for fees up to \$30,000 (33 1/3%) and costs up to \$4,000. (¶3.2.2)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.) Here, class counsel requests attorney fees using the percentage method. (MFA at pp. 13-15.) In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.) The fee request represents one third of the gross settlement amount, which is the average generally awarded in class actions. (See In re

Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated.

Attorney	Rate	Hours	Totals
Kane Moon	\$725	28.1	\$20,372.50
Allen Feghali	\$675	42.5	\$28,687.50
Julie Sohyun Oh	\$375	39.7	\$14,887.50
Totals		110.3	\$63,947.50

(Declaration of Kane Moon ISO Final ¶51.)

Counsel’s percentage-based fee request is lower than the unadjusted lodestar, and would represent application of a multiplier of approximately 0.47x to reach.

Here, the \$30,000 fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of the fee request was provided to class members in the notice packet and no one objected. (Castro Decl. ¶12, Exhibit A thereto.)

As for costs, Class Counsel is requesting \$3,843.72. This is less than the \$4,000 cap estimated at preliminary approval, for which Class Members were given notice and did not object. (Castro Decl. ¶12, Exhibit A thereto.) The costs include, but are not limited to, Filing Fees, Case Anywhere, and more. (Moon Decl. ISO Final ¶58, Exhibit 5.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the court awards \$30,000 for fees and \$3,843.72 for litigation costs.

D. Claims Administration Costs

The settlement administrator, ILYM Group, Inc., requests \$6,000 for the costs of administering the settlement. (Castro Decl. ¶17.) This is equal to the cost cap of \$6,000 provided in the Settlement Agreement (¶3.2.3) and disclosed in the notice to class members, to which there were no objections. (Castro Decl. ¶12, Exhibit A thereto.)

The court awards costs in the requested amount of \$6,000.

E. Incentive Award to Class Representative

The settlement provides for up to \$7,500 for an enhancement award to Plaintiff Victor Quiroz. (MFA at 20:3-4.)

In connection with the final fairness hearing, the named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he 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.)

Plaintiff represents that his contributions this litigation include: having conversations with his counsel, identifying relevant witnesses, providing documents, responding to his attorneys' inquiries, discussing the mediations, and reviewing the settlement. He estimates spending approximately 35 hours on the case. (Declaration of Victor Quiroz ISO Final ¶¶12-13.)

Based on the above, the court grants the enhancement award in the reduced amount of \$5,000 to the named Plaintiff Victor Quiroz.

III.
CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Final Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

2) The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$90,000.
[Escalator Clause: WCI estimates that, as of the date of this

Settlement Agreement, (1) there are 17 Class Members and 1507 Total Workweeks during the Class period and (2) there were 14 Aggrieved Employees who worked 400 Pay Periods during the PAGA Period. If the number of Total Workweeks at the time the Agreement is signed by the Parties exceeds the original estimate by more than 10% [i.e., more than 1,657.7 workweeks], the GSA shall increase proportionally for any increase beyond 10% (i.e. if the Total Workweeks is 11 % more than the original estimate, the GSA shall increase by 1%)] . (§9)

B. The Net Settlement Amount is the GSA minus the following:

\$30,000 for attorney fees to Class Counsel, Moon Law Group, PC;

\$3,843.72 for attorney costs to Class Counsel;

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\$6,000 for settlement administration costs to ILYM Group, Inc;

\$6,000 (75% of \$8,000 PAGA penalty) to the LWDA.

C. Employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.

D. Plaintiffs release of Defendants from claims described herein.

3) By April 19, 2024, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1) (3) .

4) By March 19, 2025, Class Counsel must file a Final Report re: Distribution of the settlement funds.

5) Court sets Non-Appearance Case Review for March 26, 2025, 8:30 AM, Department 9.

CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: March 19, 2024




YVETTE M. PALAZUELOS

JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge