

12/15/2023

David W. Slayton, Executive Officer / Clerk of Court

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

R. Craig Deputy

Peters v. Life Pacific University, Case No.: 22STCV06988

The Parties' Motion for Preliminary 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 \$138,000. [Defendant confirmed that there are 61 Adjunct Class Members and 138 Reimbursement Class Members. These class sizes are consistent with ¶ 4.1 of the Settlement Agreement. (Hammond Supp. Decl.)]

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

Up to \$46,000 (1/3) for attorney fees (¶3.2.2);
Up to \$20,000 for litigation costs (Ibid.);
Up to \$5,000 for a Service Payment to the Named Plaintiff (¶3.2.1);
Up to \$8,000 for settlement administration costs (¶3.2.3);
\$7,500 (75% of \$10,000 PAGA penalty) to the LWDA. (¶3.2.5).

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.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **May 30, 2024**. Plaintiff must call the Court prior to filing and serving to obtain a hearing date.

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

Non-Appearance Case Review is set for June 6, 2024, 8:30 a.m., Department 9.

I.
BACKGROUND

This is a wage and hour class action. On February 24, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against LPU for Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 226.2, 1194, 1194.2 and IWC Wage Order No. 4-2001, § 4), Failure to Authorize and Permit Paid Rest Breaks and Pay Premium Pay (Cal. Labor Code §§ 226.2, 226.7, IWC Wage Order No. 4-2001, §§ 4, 12), Failure to Pay all Wages upon Discharge (Cal. Labor Code §§201-203), Failure to Reimburse for Necessarily Incurred Business Expenses (Cal. Labor Code § 2802), and Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.)

On February 15, 2023, Plaintiff filed a First Amended Complaint seeking PAGA Penalties.

Counsel represents that Defendant produced relevant data and documents including class sizes; course data including (a) the title of each course taught by Adjuncts during the Adjunct Class Period, (b) number of credits, (c) type of course (i.e., in person or online), (d) academic term the course was taught in, (e) day(s) of the week classes were held, and (f) start time and end time of each class; faculty handbooks; job descriptions; Covid-19 telecommuting guidelines; and Plaintiff's personnel file.

On September 22, 2022, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq., and were able to come to an agreement. A fully executed copy of the Settlement Agreement was filed with the Court on March 14, 2023, attached to the Declaration Jullian Hammond ("Payne Decl."), as Exhibit 1.

Now before the Court is Plaintiff's motion for preliminary approval of the settlement agreement.

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II.
SETTLEMENT AGREEMENT

A. Definitions.

"Class": "Adjunct Class" and "Reimbursement Class".
(Settlement Agreement, ¶1.5)

"Adjunct Class" and "Adjunct Class Member": all current or former employees in California who performed the duties of an Adjunct Faculty for LPU during the Adjunct Class Period. Defining which duties constitute duties of an Adjunct Faculty is in the discretion of LPU. Adjunct Class Member specifically excludes any full-time faculty employees that performed the duties of an Adjunct Faculty. (¶1.5.1)

"Adjunct Class Period": February 24, 2018 through to December 31, 2019. (¶1.12.1)

"Reimbursement Class" and "Reimbursement Class Member": all current or former LPU employees in California who worked remotely during the Reimbursement Class Period. (¶1.5.2)

"Reimbursement Class Period": March 16, 2020 through to June 30, 2021. . (¶1.1.22)

"Aggrieved Employee": "Aggrieved Adjunct Employees" and "Aggrieved Reimbursement Employees". (¶1.4)

"Aggrieved Adjunct Employees": all current or former employees in California who performed the duties of an Adjunct Faculty for LPU from February 24, 2018 through to December 31, 2019. (¶1.4.1)

"Adjunct PAGA Settlement Period": February 23, 2018 through the date of preliminary approval of the settlement. (¶1.31.1)

"Aggrieved Reimbursement Employee": all current or former LPU employees in California who worked remotely from March 16, 2020 and June 30, 2021. (¶1.4.2)

"Reimbursement PAGA Settlement Period": March 16, 2020 to the date of preliminary approval of the settlement. (¶1.31.2)

LPU estimates there are 61 Adjunct Class Members, 138 Reimbursement Class Members, 61 Aggrieved Adjunct Employees, and 138 Aggrieved Reimbursement Employees. (§4.1)

The parties stipulate to class certification for settlement purposes only. (§12.1.)

B. Terms of Settlement Agreement

The essential terms are:

- The Gross Settlement Amount ("GSA") is \$138,000, non-reversionary. (§3.1)
- Defendant confirmed that there are 61 Adjunct Class Members and 138 Reimbursement Class Members. These class sizes are consistent with § 4.1 of the Settlement Agreement. (Hammond Supp. Decl.)]
- The Net Settlement Amount ("Net") (\$51,500) is the GSA minus the following:
 - o Up to \$46,000 (1/3) for attorney fees (§3.2.2);
 - o Up to \$20,000 for litigation costs (Ibid.);
 - o Up to \$5,000 for a Service Payment to the Named Plaintiff (§3.2.1);
 - o Up to \$8,000 for settlement administration costs (§3.2.3); and
 - o Payment of \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA. (§3.2.5)
- Defendants will pay their share of taxes separate from the GSA. (§3.1)
- Funding of Settlement: LPU shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay LPU's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date or as otherwise directed by the court. (§4.3)
- Distribution of GSA: Within 14 days after LPU funds the Gross Settlement Amount, the Administrator will mail checks or initiate wire transfers 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)
- There is no claim form requirement. (§3.1)

- Individual Settlement Payment Calculation: 50% of the Net Settlement Amount will be allocated to the Adjunct Class ("Adjunct NSA") and 50% to the Reimbursement Class ("Reimbursement NSA"). (§3.2.4)
 - o Adjunct Class Member Payments. Adjunct Class Members shall be paid out of the Adjunct NSA pro rata based on the number of pay periods worked as an Adjunct Class Member during the Adjunct Class Period. Defendant's payroll records shall be determinative for purposes of calculating the number of pay periods. (§3.2.4.1)
 - Tax Allocation: 1/3 as wages and 2/3 as interest and penalties. (§3.2.4.3)
 - o Reimbursement Class Member Payments. Reimbursement Class Members shall be paid out of the Reimbursement NSA pro rata based on the number of pay periods worked remotely during the Reimbursement Class Period. Defendant's payroll records shall be determinative for purposes of calculating the number of pay periods. (§3.2.4.2)
 - Tax Allocation: 100% as non-wages. (§3.2.4.3)
 - o 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. (§3.2.4.4)
- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (§3.2.5.1)
 - o Tax Allocation: 100% penalties. (§3.2.5.1)
- "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) This deadline applies to workweek challenges as well. (§7.6)
 - o If the number of valid Requests for Exclusion exceeds 10% or more of the Adjunct Class, or 10% or more of the Reimbursement Class, LPU may elect to withdraw from the Settlement. (§9)

- **Uncashed Settlement Checks:** The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. (¶4.4.1) .For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks in conformity with Code of Civil Procedure Section 384, subd. (b) to Christian Legal Aid of Los Angeles ("Cy Pres Recipient"). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (¶4.4.3)
- The settlement administrator will be Simpluris, Inc. (¶1.2)
- The proposed settlement was submitted to the LWDA on March 14, 2023. (See POS)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

III. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On September 22, 2022, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq., and were able to come to an agreement. (Hammond Decl., ¶¶20-25.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that to Defendant produced relevant data and documents including class sizes; course data including (a) the title of each course taught by Adjuncts during the Adjunct Class Period, (b) number of credits, (c) type of course (i.e., in person or online), (d) academic term the course was taught in, (e) day(s) of the week classes were held, and (f) start time and end time of each class; faculty handbooks; job descriptions; Covid-19 telecommuting guidelines; and Plaintiff's personnel file. (Id. at ¶13.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (Id. at ¶¶5-11 an Exhibit 1 thereto).

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

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

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

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

Class Counsel has provided information, summarized below, regarding the estimated exposure for each of the claims alleged:

Violation	Maximum Exposure	Reduced Exposure
Rest Break Violations	\$2,534.40	\$1,710.72
Unpaid Wages	\$31,878	\$17,931.38
Waiting Time Penalties	\$120,734.71	\$54,330.62
Unpaid Expenses	\$191,840	\$107,910
PAGA	\$548,600	\$10,000
TOTAL	\$895,587.11	\$191,882.72

(Hammond Decl. ¶¶26-48.)

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

4. Amount offered in settlement. Plaintiff's counsel obtained a \$138,000 non-reversionary settlement, which is approximately 15%-72% of Defendant's estimated exposure. Given the uncertain outcomes, the settlement appears to be within the "ballpark of reasonableness."

The \$138,000 settlement amount, if reduced by the requested deductions, will leave \$51,500 to be divided among approximately the class members. Half of the NSA is to be divided by the 62 Adjunct Class Members for an estimated payment of \$415.32. [50% of \$51,500 ($\$25,750$)/62=\$415.32.] Half of the NSA is to be divided by the 125 Reimbursement Class Members for an estimated payment of \$206. [50% of \$51,500 ($\$25,750$)/125=\$206].

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

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

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

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

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

C. Scope of the Release

Upon the date of funding of the Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows: (§5)

Adjunct Release of Claims: Each member of the Adjunct Settlement Class who has not timely opted-out of the settlement shall fully release the Released Parties from all known and unknown claims arising under Labor Code §§ 201-203, 226.2, 226.7, 1194, 1194.2, 1198, 2802, the applicable IWC Wage Order,

Business and Professions Code 17200 et seq., the UCL, that were alleged, or that could have been alleged, based on the facts included in the operative Complaint, and arising during the Adjunct Class Period. Upon the date of funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions the settlement, all Adjunct Class Members who have not submitted a valid Request for Exclusion Form will fully release the Released Parties from the Released Class Claims. (§5.1)

Aggrieved Adjunct Employee Released Claims: Each Aggrieved Adjunct Employee shall be deemed to have released the Released Parties from any and all claims for PAGA penalties that were alleged in the PAGA Notices on their behalf, and arising during the Adjunct PAGA Period, including claims under Labor Code §§ 201-203, 226.2, 226.7, 1194, 1194.2, 1198, 2802; and the applicable IWC Wage Order. (§5.2)

Reimbursement Release of Claims: Each member of the Reimbursement Settlement Class who has not timely opted-out of the settlement releases the Released Parties from all claims under Labor Code § 2802 and the UCL, that were alleged, or that could have been alleged, based on the facts included in the operative Complaint and arising during the Reimbursement Class Period. (§5.3)

Aggrieved Reimbursement Employee Released Claims: Each Aggrieved Reimbursement Employee shall be deemed to have released the Released Parties from any and all claims for PAGA penalties that were alleged in the PAGA Notices on their behalf, and arising during the Reimbursement PAGA Period, including claims under Labor Code § 2802. (§5.4)

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 Periods facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action. (§5.6)

Named Plaintiff will also provide a general release and CC § 1542 waiver. (§5.5)

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D. May Conditional Class Certification Be Granted?

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

1. Numerosity. Counsel represent that the Adjunct and Reimbursement Classes are sufficiently numerous because they consist of 61 and 138 members, respectively. (MPA, 6:12-13.) This element is met.

2. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (Sevidal v. Target Corp. (2010) 189 Cal.App.4th 905, 919.) All Class Members are identifiable through a review of Defendant's employment records. (MPA, 6:12-13.)

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

Counsel contends that Plaintiff challenges common pay policies raising predominant common questions of law and fact including (1) whether Defendant misclassified Adjunct CMs as exempt; (2) whether the "Course Rate" constituted a piece rate; (3) whether the compensation set out in the Contracts covered work performed outside of the Contract; (4) whether Adjunct CMs were "discharged" for purposes of Labor Code § 201; and (5) (as to Adjuncts and the Reimbursement Class) whether Defendant failed to reimburse home office expenses in violation of Labor Code § 2802. (MPA, 6:26-7:4.)

Counsel contends that Plaintiff's claims are typical of both Classes he seeks to represent because he was subject to the same policies and practices, suffered the same types of injury, and seeks the same types of relief, as the putative Classes. (MPA: 7-8-10.)

Plaintiff is an adequate representative because there is no antagonism between him and the class, and he is represented by adequate counsel. (MPA, 7:14-18; Declaration of Plaintiff Peters, passim.)

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

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

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

E. Is the Notice Proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; attorney fees and costs; enhancement awards; the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

2. Method of class notice. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, LPU will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (¶4.2) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶7.4.2) Not later than 3 business days after

the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (§7.4.3) If the Administrator, LPU or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later. (§7.4.5) Notice of Final Judgment will be posted on the Settlement Administrator's website. (§7.8.1)

3. Cost of class notice. As indicated above, settlement administration costs are estimated to be \$8,000. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney Fees and Costs

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

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084, 1095-1096; Ramos v. Countrywide Home Loans, Inc. (2000) 82 Cal.App.4th 615, 625-626; Ketchum III v. Moses (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of

the settlement agreement and award only so much as it determined reasonable.” (Garabedian v. Los Angeles Cellular Telephone Company (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to \$46,000 (33%) in attorney fees and up to \$20,000 in costs will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

G. Incentive Award to Class Representative

The Settlement Agreement provides for an enhancement award of up to \$5,000 for the class representative, Vikram Peters.

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

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

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IV.

CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Preliminary 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 \$138,000. [Defendant confirmed that there are 61 Adjunct Class Members and 138 Reimbursement Class Members. These class sizes are consistent with ¶ 4.1 of the Settlement Agreement. (Hammond Supp. Decl.)]

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Up to \$8,000 for settlement administration costs (¶3.2.3);
\$7,500 (75% of \$10,000 PAGA penalty) to the LWDA. (¶3.2.5).

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) The Parties' Motion for Final Approval of Class Action Settlement must be filed by **May 30, 2024**. Plaintiff must call the Court prior to filing and serving to obtain a hearing date.

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

5) **Non-Appearance Case Review is set for June 6, 2024, 8:30 a.m., Department 9.**

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

IT IS SO ORDERED.

DATED: December 15, 2023



A handwritten signature in black ink, reading "Yvette M. Palazuelos", written over a horizontal line.

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge