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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

LEE SOLOMON, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

MICRO ELECTRONICS, INC. DBA
MICRO CENTER – THE ULTIMATE
COMPUTER STORE; and DOES 1
through 20, inclusive,

Defendants.

Case No. 30-2022-01262829-CU-OE-
CXC

Assigned for all purposes to:
Judge Lon F. Hurwitz

Dept. CX-103

**SUPPLEMENTAL BRIEF IN SUPPORT
OF PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 1, 2024

Time: 1:30 p.m.

Dept.: CX103

1 **I. INTRODUCTION**

2 Plaintiff Lee Solomon (“Plaintiff”) provides this Supplemental Brief in response to the Court’s
3 tentative ruling on Plaintiff’s Motion for Preliminary Approval of Class and Representative Action
4 Settlement (“Motion”). Concurrently with this Brief, Plaintiff submits the Supplemental Declaration
5 of Alex J. Valle in support of Plaintiff’s Motion with the following exhibits:

- 6 • Exhibit 1: Amended Class Action and PAGA Settlement Agreement.
- 7 • Exhibit 2: Redlined Amended Class Action and PAGA Settlement Agreement.
- 8 • Exhibit 3: Amended Class Notice.
- 9 • Exhibit 4: Redlined Amended Class Notice
- 10 • Exhibit 5: Redlined Revised [Proposed] Order.
- 11 • Exhibit 6: Confirmation email after submitting the Amended Class Action and PAGA
12 Settlement Agreement and Class Notice to the LWDA.

13 Plaintiff addresses the Court’s concerns from the tentative ruling below:

14 **II. THE COURT’S TENTATIVE RULING**

15 **A. Settlement Agreement.**

16 **1. Posting Documents on the Website:**

17 The Court seeks further clarification as follows:

18 *“Settlement Agreement must state that the settlement administrator will post the*
19 *operative Complaint, Settlement Agreement, Class Notice, and preliminary and*
20 *final approval orders on the administrator’s website for at least 90 days”*

21 Plaintiff provides supplemental briefing as follows:

22 The Parties have revised the Settlement Agreement to provide for the Administrator posing the
23 operative complaint, Settlement Agreement, and preliminary and final approval orders on their
24 website for 90 days. (Supplemental Declaration of Alex J. Valle “Valle Decl.” at Ex. 1, ¶ 67.) The
25 Settlement Agreement now reads as follows: “Pursuant to the terms of this Settlement Agreement,
26 the Settlement Administrator will be responsible for and the Settlement Administration Expenses
27 will cover: (a) calculating each Class Member’s potential recovery from the Net Settlement Amount
28 and the PAGA Group Payment; (b) preparing and mailing to all Class Members the Class Notice

1 with estimated Individual Class Payment amounts and (if applicable) Individual PAGA Payment
2 amounts, and instructions on how to opt out of or object to the non-PAGA portions of the Settlement,
3 and will take appropriate steps to trace, update and locate any individual Class Members whose
4 address or contact information as provided to the Settlement Administrator is inaccurate or outdated;
5 (c) receiving and serving on Class Counsel and MEI's Counsel, and the Court, Requests for
6 Exclusion and any withdrawal and rescission statements; (d) providing to Class Counsel and MEI's
7 Counsel a weekly report of activity; (e) establishing a toll-free telephone line and responding to
8 inquiries and requests for information or assistance from Class Members; (f) posting the Complaint,
9 Settlement Agreement, and Preliminary Approval Order and Final Approval Order on its website
10 for at least 90 days; (g) determining and paying the final amounts due to be paid to Participating
11 Class Members and PAGA Members after adjustment for funds due to Class Members who opt out
12 of the settlement; (h) preparing and mailing the settlement payment to the LWDA; (i) issuing to
13 Plaintiff, Plaintiff's Counsel, Participating Class Members, and PAGA Members any tax forms as
14 may be required by applicable law for all amounts paid pursuant to this Settlement Agreement; (j)
15 forwarding all taxes and penalties to the appropriate government authorities; (k) preparing and
16 mailing the amount of attorneys' fees and litigation costs awarded to Plaintiff's Counsel from the
17 GSA; (l) preparing and mailing the Class Representative Service Payment awarded to Plaintiff from
18 the GSA; (m) reporting to Class Counsel, MEI's Counsel, and the Court regarding the completion
19 of the tasks identified in this paragraph; and (n) carrying out other related tasks including the proper
20 maintenance of the QSF and reporting required for that account, in accordance with the terms of this
21 Settlement Agreement.”

22 **2. Other Pending Matters:**

23 The Court seeks further clarification as follows:

24 *“Counsel must attest as to whether there are any concurrent pending matters*
25 *involving similar claims against Defendant”*

26 Plaintiff provides supplemental briefing as follows:

27 Plaintiff's counsel is unaware of any other pending wage and hour matters alleged against
28 Defendant. (Valle Decl., ¶ 3.) On October 14, 2024, Plaintiff's counsel also searched for any other

1 PAGA actions filed against Defendant on the Department of Industrial Relations’ website at any
2 time between January 1, 2018 and present, using the website’s “PAGA Case Search” feature. (*Id.*)
3 The search revealed no PAGA filings against Defendant other than the one asserted by Plaintiff.
4 (*Id.*)

5 **3. Continuing Jurisdiction:**

6 The Court seeks further clarification as follows:

7 “Settlement Agreement must state that the Court has continuing jurisdiction over
8 the matter pursuant to CCP § 664.6 and CRC Rule 3.769(h).”

9 Plaintiff provides supplemental briefing as follows:

10 The Parties have revised the Settlement Agreement to include this language. (Valle Decl., at
11 Exhs. 1 & 2, ¶ 56.) The Settlement Agreement now reads as follows: “This Court has jurisdiction
12 over the Parties and the subject matter of this Settlement. This Court will have continuing jurisdiction
13 over the terms and conditions of this Settlement Agreement, until all payments and obligations
14 provided for herein have been fully executed; and over this matter pursuant to California Code of
15 Civil Procedure § 664.6 and California Rules of Court, Rule 3.769(h).”

16 **B. The Notice.**

17 **1. Class Notice Revisions:**

18 The Court seeks further clarification as follows:

19 “Class Notice must be revised consistent with the issues identified above”

20 Plaintiff provides supplemental briefing as follows:

21 The Parties have revised the Class Notice to conform to the aforementioned issues. The Parties
22 amended Sections 2, 17, and 18 to state that the Parties are unaware of any other pending matters,
23 the Court has continuing jurisdiction pursuant to Code of Civil Procedure § 664.6 and California
24 Rules of Court 3.769(h), the documents will be available on the website for 90 days. (Valle Decl.,
25 at Exh 4, pp. 3, 8.)

26 **2. Second Introductory Paragraph Changes:**

27 The Court seeks further clarification as follows:

28 “Second introductory paragraph should refer to class action and PAGA settlement

1 *and define the ‘PAGA Period’.*”

2 Plaintiff provides supplemental briefing as follows:

3 The Parties have revised the second introductory paragraph of the Class Notice to include this
4 language. (Valle Decl., at Ex. 3, p. 1.) The section now reads as follows: “The Court has
5 preliminarily approved a class action and representative action under the Private Attorneys General
6 Act of 2004 (“PAGA”) settlement with Defendant, in accordance with the terms of the Joint
7 Stipulation of Class and PAGA Representative Action Settlement and Release filed in the Lawsuit
8 (the “Settlement”), which will affect all individuals who were employed by Defendant as non-
9 exempt Inventory Specialists in California at any time from June 2, 2018 through January 11, 2024
10 (the “Class Period”). The Settlement will also affect the ability to recover civil penalties against
11 Defendant under PAGA for all persons employed by Defendant in California as non-exempt
12 Inventory Specialists between June 2, 2021 and January 11, 2024 (the “PAGA Period”). The
13 settlement does not include any employees of Defendant other than non-exempt Inventory
14 Specialists in California who worked for Defendant during the Class Period and/or PAGA Period.”
15 (*Id.*)

16 **3. Section 2 Changes:**

17 The Court seeks further clarification as follows:

18 *“Third introductory paragraph should also refer to ‘PAGA Member’ and/or*
19 *‘Aggrieved Employee’, as well as PAGA payments.”*

20 Plaintiff provides supplemental briefing as follows:

21 The Parties have revised the third introductory paragraph of the Class Notice to include this
22 language. (Valle Decl., at Exhibit 3, p. 1.) The third paragraph now reads as follows: “If the Court
23 grants final approval of the Settlement, Participating Class Members and/or PAGA Members will
24 be mailed settlement payments and/or PAGA Payments.” (*Id.*)

25 **4. Section 2 Changes:**

26 The Court seeks further clarification as follows:

27 *“Section 2 must also state that the lawsuit pertains to minimum and overtime wage*
28 *claims.”*

1 Plaintiff provides supplemental briefing as follows:

2 The Parties have revised section 2 of the Class Notice to include this language. (Valle Decl., at
3 Exhibit 3, p. 3.) The affected paragraph now reads as follows: “The Lawsuit is about whether
4 Defendant provided hourly paid employees with proper meal periods, authorized rest periods, paid
5 proper overtime and minimum wages, paid all wages owed during and upon termination of
6 employment, provided proper wage statements, violated California’s Unfair Competition Law, or
7 violated PAGA, all as required by applicable California laws.” (*Id.*)

8 **5. Section 5 Changes:**

9 The Court seeks further clarification as follows:

10 *“Section 5 must also explain allocation of Individual PAGA Payments to Aggrieved*
11 *Employees.”*

12 Plaintiff provides supplemental briefing as follows:

13 The Parties have revised section 5 of the Class Notice to include this explanation. (Valle Decl.,
14 at Exhibit 3, pp. 4-5.) The Parties have added the following language:

15 “The PAGA portion of this settlement will be distributed to PAGA Members. Individual PAGA
16 Payments will be calculated as follows:

17 the numerator shall be the number of the PAGA Member’s individual Covered PAGA Pay
18 Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA
19 Members; this fraction shall be multiplied by the total PAGA Group Payment amount.

20 Your estimated Individual PAGA Payment is listed in section 8 of this Notice.” (*Id.*)

21 **6. Section 6 Changes:**

22 The Court seeks further clarification as follows:

23 *“Section 6 must also explain PAGA Members Group/Aggrieved Employees*
24 *Group.”*

25 Plaintiff provides supplemental briefing as follows:

26 The Parties have revised section 6 of the Class Notice to include this explanation. (Valle Decl.,
27 at Exhibit 3, p. 5.) The Parties have added the following language: “The “PAGA Members” are the
28 group of all employees who were employed by Defendant in California as non-exempt Inventory

Specialists between June 2, 2021 and January 11, 2024.” (*Id.*)

7. Section 8 Changes:

The Court seeks further clarification as follows:

“Section 8 must also explain approximate Individual PAGA Payment.”

Plaintiff provides supplemental briefing as follows:

The Parties have revised section 8 of the Class Notice to include this explanation. (Valle Decl., at Exhibit 3, p. 5.) The section now informs employees of the number of Covered PAGA Pay periods they worked and estimates the amount of their Individual PAGA Payment based on the number of Covered PAGA Pay periods they worked. (*Id.*)

8. Section 15 Changes:

The Court seeks further clarification as follows:

“Section 15 should refer to ‘Class Representative Service Payment’ instead of ‘enhancement’, so as to be consistent with language in the Settlement Agreement.”

Plaintiff provides supplemental briefing as follows:

The Parties have revised section 15 of the Class Notice to change this language. (Valle Decl., at Exhibit 3, p. 7.) It now reads as follows: “As part of the Settlement, Class Counsel has requested a Class Representative Service Payment of up to \$5,000.00 to be paid to the Plaintiff for his efforts in this matter during initial investigation, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation as well as for signing a general release of his claims.” (*Id.*)

C. Proposed Order.

1. Corresponding Changes to the Class Notice:

The Court seeks further clarification as follows:

“Proposed Order must be revised consistent with the issues identified above.”

Plaintiff provides supplemental briefing as follows:

The Parties have amended the order to reflect these changes explained herein. (Valle Decl., at Ex. 5.) For example, the Parties have amended paragraph 4 to include the following language: “The PAGA Members, or “Aggrieved Employees,” are defined as individuals who were employed by

1 Defendant as non-exempt Inventory Specialists in California at any time from June 2, 2021 through
2 January 11, 2024.” (*Id.*)

3 **2. Caption Changes:**

4 The Court seeks further clarification as follows:

5 *“Caption must refer to Class Action and PAGA Settlement.”*

6 Plaintiff provides supplemental briefing as follows:

7 The Parties have amended the order to reflect this change. (Valle Decl., at Ex. 5.) It now reads
8 as follows: **“REVISED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**
9 **OF CLASS ACTION AND PAGA SETTLEMENT.”** (*Id.*)

10 **3. Hearing Date:**

11 The Court seeks further clarification as follows:

12 *“Preliminary approval hearing date must be revised in caption.”*

13 Plaintiff provides supplemental briefing as follows:

14 The Parties have amended the order to reflect this change. (Valle Decl., at Ex. 5.) It now reflects
15 the new hearing date of November 1, 2024 at 1:30 p.m. (*Id.*)

16 **4. Register of Actions Number:**

17 The Court seeks further clarification as follows:

18 *“Settlement Agreement must be identified by ROA number of the declaration to*
19 *which it is attached.”*

20 Plaintiff provides supplemental briefing as follows:

21 The Parties have amended the order to reflect this change. (Valle Decl., at Ex. 3.) Paragraph 1
22 of the Revised [Proposed] Order directs the reader to the ROA of this case, specifically the
23 Supplemental Valle Declaration. Exhibit 1 of this Declaration contains the fully executed Amended
24 Settlement Agreement.

25 **5. Continuing Jurisdiction:**

26 The Court seeks further clarification as follows:

27 *“Paragraph 19 should state that Court’s continuing jurisdiction is pursuant to*
28 *CCP § 664.6 and CRC rule 3.769(h).”*

1 Plaintiff provides supplemental briefing as follows:

2 The Parties have amended the order to reflect this change. (Valle Decl., at Ex. 3.) Paragraph 19
3 now reads as follows: “Jurisdiction is hereby retained over this Action, the Parties to the Action, and
4 each of the Class Members pursuant to California Code of Civil Procedure § 664.6 and California
5 Rules of Court, Rule 3.769(h) for all matters relating to this Action, and this Settlement, including
6 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
7 enforcement of this Settlement and this Order.” (*Id.*)

8 **6. Copies on Website:**

9 The Court seeks further clarification as follows:

10 *“Should add paragraph stating that settlement administrator will post copies of the*
11 *operative Complaint, Settlement Agreement, Class Notice, and preliminary and*
12 *final approval orders on its website.”*

13 Plaintiff provides supplemental briefing as follows:

14 The Parties have amended the order to reflect this change. (Valle Decl., at Ex. 5.) Paragraph 10
15 now reads as follows: “The Court hereby appoints Phoenix Settlement Administrators as Settlement
16 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to Class
17 Members the Class Notice using the procedures set forth in the Settlement Agreement. Class Members
18 who wish to participate in the settlement provided for by the Settlement Agreement do not need to
19 respond to the Class Notice. The Court also hereby directs the Settlement Administrator to post copies
20 of the operative complaint, Settlement Agreement, Class Notice, Preliminary Approval Order, and
21 Final Approval Order on its website for not less than 90 days.” (*Id.*)

22 **D. Other Issues:**

23 **1. Estimated Payments:**

24 The Court seeks further clarification as follows:

25 *“Counsel must provide estimated high and low class payments, as well as estimated*
26 *high, low, and average PAGA payments.”*

27 Plaintiff provides supplemental briefing as follows:

28 Under the terms of the Settlement, Defendant is not obligated to turn over the Class Data to the

1 administrator until 30 days after the Court grants preliminary approval. (Valle Decl., Ex. 1, ¶ 73.)
2 The administrator will use the Class Data to calculate the estimated high and low class payments
3 and PAGA payments. (*Id.*) Plaintiff will include the Administrator's calculated estimates in his
4 Motion for Final Approval.

5 Plaintiff provides his current estimation of the high and low Individual Class Payments herein.
6 (Valle Decl., at ¶ 4.) Class Members are paid for each week they worked for Defendant during the
7 Class Period. (Valle Decl., Ex. 1 ¶¶ 15 & 25). Plaintiff estimates that the Net Settlement Amount
8 will be \$98,500 (\$225,000 Gross Settlement Amount - \$5,000 Class Representative Service Payment
9 - \$20,000 in PAGA Payments to the LWDA and PAGA Members - \$6,500 in Settlement
10 Administration Expenses - \$20,000 Class Counsel Litigation Expenses Payment – \$75,000 Class
11 Counsel Fees Payment). (Valle Decl., at ¶ 4.) Plaintiff also estimates that each Workweek will be
12 valued at approximately \$37.25 (\$98,500 Net Settlement Amount/2,644 estimated total
13 Workweeks). (*Id.*) Thus, if a Class Member worked only one Workweek, they would receive \$37.25
14 as the lowest individual class payment. (*Id.*)

15 Additionally, the Class Period extends from June 2, 2018 through January 11, 2024, totaling
16 approximately 292 total weeks. (Valle Decl., Ex. 1 ¶ 10). Assuming an employee worked for the
17 entire Class Period, they would be entitled to \$10,877 (\$37.25 per Workweek x 292 Workweeks) as
18 the high individual class payment. (Valle Decl., at ¶ 5.)

19 Plaintiff provides his current estimation of the high, low, and average PAGA payments herein.
20 (Valle Decl., at ¶ 6.) PAGA Members are paid their pro rata share of the PAGA Group Payment
21 according to the number of Covered PAGA Pay Periods he or she worked between June 2, 2021 and
22 January 11, 2024. (Valle Decl., Ex. 1 ¶¶ 26 & 37). After 75% is paid to the LWDA pursuant to
23 California law, \$5,000 will be available as a PAGA Group Payment. (*Id.* at ¶ 33.) Based on
24 Defendant's records, Defendant paid employees every two weeks. (Valle Decl., ¶ 6.) Additionally,
25 based on the documents provided by Defendant, Plaintiff estimated that there are 42 PAGA
26 Members that worked a total of 871 Covered PAGA Pay Periods. (*Id.*) Thus, each Covered PAGA
27 Pay Period is worth \$5.74 (\$5,000 PAGA Group Payment/871 Covered PAGA Pay Periods). (*Id.*)

28 There are 68 possible pay periods that any one individual employee could work between June

1 2, 2021 and January 11, 2024. (Valle Decl., ¶ 7.) If an employee worked the full 68 Covered PAGA
2 Pay Periods, that employee would be entitled to \$390.32 (68 possible Covered PAGA Pay Periods
3 x \$5.74 per Covered PAGA Pay Period). (*Id.*) Thus, \$390.32 is the maximum amount any one
4 employee could receive under PAGA. (*Id.*) Additionally, if a PAGA Member only worked one
5 Covered PAGA Pay Period, they would be entitled to \$5.74, the lowest amount. (*Id.*). Finally,
6 Plaintiff estimates each PAGA Member will receive an average of \$119.05 each (\$5,000 PAGA
7 penalties/42 estimated PAGA Members). (*Id.*)

8 **2. Fee Splitting Arrangement:**

9 The Court seeks further clarification as follows:

10 *“Counsel must disclose fee-splitting arrangement, if any, with other counsel.”*

11 Plaintiff provides supplemental briefing as follows:

12 Plaintiff’s counsel has no fee-splitting arrangement with any attorney, aside from a referral fee
13 with a referring attorney. (Valle Decl., at ¶ 8.) The referring attorney will not be appointed as class
14 counsel and any work performed on the case by the referring attorney will not contribute to hours
15 worked on the case for the purpose of the lodestar analysis or to the incurring of litigation costs to
16 be presented at final approval. (*Id.*) Plaintiff was fully informed of the referral fee, and consented,
17 in writing, to this arrangement prior to the filing of this action. (*Id.*)

18 Plaintiff’s counsel requests 1/3 of the Gross Settlement Amount as attorneys’ fees for work
19 performed during this action, to be provided at final approval, and Plaintiff’s counsel did not increase
20 any fee amount to Plaintiff or the Class as a result of the referral fee. (Valle Decl., at ¶ 9.)

21 **III. CONCLUSION**

22 For the foregoing reasons, Plaintiff requests the Court approve the proposed settlement in this
23 Action.

1 Dated: October 17, 2024

AEGIS LAW FIRM, PC

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3 By _____

4 Alex J. Valle
5 Attorneys for Plaintiff Lee Solomon

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