

LISANDRO MONJARAZ ALMARAZ,	)	Case No.: 22CV408856
individually, and on behalf of all others	)	
similarly situated,	)	
	)	ORDER GRANTING PLAINTIFF'S
Plaintiff,	)	MOTION FOR PRELIMINARY APPROVAL
	)	OF CLASS ACTION AND PAGA
	)	SETTLEMENT
v.	)	
RAMON LUNA COMPANY, et al.,	)	
	)	
Defendants.	)	

This is a wage and hour putative class action and a Private Attorneys General Act (“PAGA”) representative action. Plaintiff Lisandro Monjaraz Almaraz alleges that Defendant Ramon Luna Company (“Defendant”), the owner and operator of grocery markets in Northern California, committed various wage and hour violations. Before the Court is Plaintiff’s motion for preliminary approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative complaint (“Complaint”), Plaintiff was formerly employed by Defendant in the produce department of one of its markets in Mountain View, a non-exempt, hourly-paid position. (Complaint, ¶ 9.) Plaintiff alleges that Defendant committed numerous violations of the Labor Code against him, the putative class members and

1 aggrieved employees, including: failing to provide legally compliant meal and rest breaks and to
2 provide proper compensation for missed and otherwise unlawful meal and rest breaks; failing to
3 pay wages owed by wrongfully calculating regular and overtime compensation; failing to pay
4 minimum wages; failing to pay all wages earned; failing to pay all wages due to discharged or
5 quitting non-exempt employees; failing to maintain required records; failing to provide accurate
6 itemized wage statements; failing to comply with California Labor Code § 246; failing to provide
7 California COVID-19 supplemental paid sick leave; failing to provide suitable resting facilities;
8 and failing to provide suitable seating. (*Id.*, ¶ 10.)

9 Based on the foregoing, Plaintiff initiated this action with the filing of the Complaint on
10 December 22, 2022, asserting the following causes of action: (1) failure to provide meal periods;
11 (2) failure to provide rest breaks; (3) failure to pay overtime wages; (4) failure to pay minimum
12 wages; (5) failure to pay timely wages; (6) failure to pay all wages due to discharged and quitting
13 employees; (7) failure to maintain required records; (8) failure to furnish accurate itemized wage
14 statements; (9) failure to provide and properly calculate mandatory sick leave; (10) failure to
15 indemnify employees for necessary expenditures incurred in discharge of duties; and (11) unfair
16 and unlawful business practices.

17 Plaintiff now seeks an order: preliminarily approving the proposed settlement; certifying
18 the proposed class for settlement purposes only; appointing himself, Lisandro Monjaraz
19 Almaraz, as class representative; appointing Scott Ernest Wheeler of the Law Office of Scott
20 Ernest Wheeler and Aubry Wand, of The Wand Law Firm, P.C. as class counsel; approving the
21 form and plan for distribution of the Notice; and setting a final approval hearing date.

22 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

23 **A. Class Action**

24 Generally, “questions whether a [class action] settlement was fair and reasonable,
25 whether notice to the class was adequate, whether certification of the class was proper, and

1 whether the attorney fee award was proper are matters addressed to the trial court's broad
2 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
3 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
4 260.)

5 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
6 should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,
7 complexity and likely duration of further litigation, the risk of maintaining class action status
8 through trial, the amount offered in settlement, the extent of discovery completed and the stage
9 of the proceedings, the experience and views of counsel, the presence of a governmental
10 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
11 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

12 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
13 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
14 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
15 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
16 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
17 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
18 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
19 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
20 marks omitted.) The trial court also must independently confirm that “the consideration being
21 received for the release of the class members’ claims is reasonable in light of the strengths and
22 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
23 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
24 “provided with basic information about the nature and magnitude of the claims in question and
25

1 the basis for concluding that the consideration being paid for the release of those claims
2 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

3 **B. PAGA**

4 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
5 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
6 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
7 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
8 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
9 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
10 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
11 *Moriana* (2022) 596 U.S. 639.)

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

22 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
23 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
24 verdict].) But a permissible settlement may be substantially discounted, given that courts often
25 exercise their discretion to award PAGA penalties below the statutory maximum even where a

1 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
2 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

3 **III. SETTLEMENT PROCESS**

4 Prior to reaching settlement, the parties engaged in informal discovery through which
5 Plaintiff obtained from Defendant payroll information, sample wage statements and time records,
6 and policies and procedures regarding Class members, in addition to an Employee Handbook.
7 Plaintiff utilized these materials to research Defendant’s meal and rest period policies, and
8 retained an expert to analyze the time and payroll records in order to calculate Defendant’s
9 maximum exposure if this case were to proceed through class certification and trial. Plaintiff’s
10 counsel also analyzed the likelihood of obtaining class certification, as well as the merits of
11 Plaintiff’s claims and the defenses asserted by Defendant.

12 On September 27, 2023, the parties participated in mediation with experience mediator
13 Judge Amy D. Hogue (Ret.) and were, while adversarial during the proceeding, able to reach the
14 settlement that is now before the Court.

15 **IV. SETTLEMENT PROVISIONS**

16 The non-reversionary gross settlement amount is \$175,000. Attorney’s fees of up to one-
17 third of the gross settlement (\$59,000), litigation costs up to \$14,500, and \$8,950 in
18 administration costs will be paid from the gross settlement. \$20,000 will be allocated to PAGA
19 penalties, 75% of which (\$15,000) will be paid to the LWDA, with the remaining 25% (\$5,000)
20 paid to “PAGA Aggrieved Employees,” who are defined as all hourly, non-exempt employees
21 employed by Defendant in California at any time during [October 18, 2021 through September
22 27, 2023].” The net settlement amount will be allocated to members of the “Class,” defined as
23 “[a]ll nonexempt hourly employees who worked at any time for Defendant in the state of
24 California from December 22, 2018 through September 27, 2023,” on a pro rata basis based on
25

1 the number of pay periods worked during the aforementioned period. Plaintiff will seek a
2 service award in the amount of \$6,000.

3 For tax purposes, settlement payments will be allocated 20% to wages and 80% to
4 penalties and interest. The employer side payroll taxes will be paid by Defendant separately
5 from the gross settlement amount. 100% of the PAGA payment to Aggrieved Employees will be
6 allocated to penalties. Funds associated with checks uncashed after 180 days will be transmitted
7 to the State of California Controller's Unclaimed Property division in the name of the Aggrieved
8 Employee/Class Member.

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

10 [A]ny and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
11 attorneys' fees, damages, action or causes of action, as alleged in the Operative Complaint for:
12 (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197
13 and Industrial Welfare Order 7-2001, Section 11; (2) failure to provide rest periods pursuant to
14 Labor Code Section 226.7, 512 and Industrial Welfare Order 7-2001, Section 12; (3) failure to
15 pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order
16 7-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197
17 and Industrial Welfare Order 7-2001, Section 4; (5) failure to pay timely wages in violation of
18 Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of
19 employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain
20 required records in violation of Labor Code section 226, 1174 and Industrial Welfare Order 7-
21 2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor
22 Code section 226 and Industrial Welfare Order 7-2001, Section 7; (9) failure to provide and
23 properly calculate mandatory California sick leave pursuant to Labor Code Sections 246; (10)
24 failure to provide supplemental COVID-19 sick leave pursuant to Labor Code Sections 248.1
25 and 248.6; (11) failure to indemnify and reimburse for necessary business expenses pursuant to

1 Labor Code Sections 2802; (12) failure to provide suitable resting facilities pursuant to Industrial
2 Welfare Order 7-2001, Section 13; (13) failure to provide suitable seating pursuant to Industrial
3 Welfare Order 7-2001, Section 14(A) (14) violation of the California Unfair Competition Law in
4 violation of Business and Professions Code Section 17200; and (15) and violation of the
5 California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and
6 2699.5, predicated on the violations of the California Labor Code and IWC Wage Order 7-2001
7 as alleged in the Operative Complaint a the LWDA Notice dated September 13, 2022 ...

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

10 [A]ny claims for attorneys' fees, costs, or other damages that may be recoverable under
11 the PAGA claims that are alleged in the Operative Complaint and LWDA Notice. This release
12 shall apply to PAGA claims arising at any point during the PAGA Period

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

15 **V. FAIRNESS OF SETTLEMENT**

16 Plaintiff's counsel, with the assistance of an expert, created a damages model in order to
17 evaluate the realistic range of potential recovery for the class. Based on this model and the facts
18 obtained through discovery and investigation, Plaintiff's counsel estimated Defendant's
19 maximum exposure for each claim to be as follows: \$89,063.64 (meal period claim); \$310,746
20 (rest break claim); \$3,405.99 (unpaid wages based on rounding); \$279,500 (wage statement
21 violations); \$636,165 (failure to pay wages due upon separation); 704,700 (PAGA penalties).
22 These amounts total \$1,712,834.

23 Counsel discounted the foregoing amounts by numerous factors, including but not limited
24 to: the risk of class certification being denied; the risks attendant to continued litigation;
25 Defendant's knowledge of the violations and the difficulty of establishing the willfulness of its

1 actions; issues with common proof and proving the merits of each claim; the difficulty of
2 proving the amount of damages due to each employee because of issues with communicating
3 with former employees and obtaining the cooperation of current employees; and the
4 discretionary nature of PAGA penalties, the amounts of which courts frequently reduce by more
5 than 85%.

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

12 Of course, the Court retains an independent right and responsibility to review the
13 requested attorney fees and award only so much as it determines to be reasonable. (See
14 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
15 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
16 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
17 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
18 reasonableness of a percentage fee through a lodestar calculation].)

19 **VI. PROPOSED SETTLEMENT CLASS**

20 Plaintiff requests that the following settlement class be provisionally certified:

21 All nonexempt hourly employees who worked at any time for Defendant in the State of
22 California from December 22, 2018 through September 27, 2023.

23 **A. Legal Standard for Certifying a Class for Settlement Purposes**

24 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
25 approving or denying certification of a provisional settlement class after [a] preliminary

1 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
2 class “when the question is one of a common or general interest, of many persons, or when the
3 parties are numerous, and it is impracticable to bring them all before the court”

4 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:
5 (1) an ascertainable class and (2) a well-defined community of interest among the class
6 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
7 *Drug Stores*)). “Other relevant considerations include the probability that each class member
8 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
9 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
10 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
11 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
12 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

13 In the settlement context, “the court’s evaluation of the certification issues is somewhat
14 different from its consideration of certification issues when the class action has not yet settled.”
15 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
16 settlement-only context, the case management issues inherent in the ascertainable class
17 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
18 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
19 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
20 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

21 **B. Ascertainable Class**

22 A class is ascertainable “when it is defined in terms of objective characteristics and
23 common transactional facts that make the ultimate identification of class members possible when
24 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
25 (*Noel*)). A class definition satisfying these requirements “puts members of the class on notice

1 that their rights may be adjudicated in the proceeding, so they must decide whether to intervene,
2 opt out, or do nothing and live with the consequences. This kind of class definition also
3 advances due process by supplying a concrete basis for determining who will and will not be
4 bound by (or benefit from) any judgment.” (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

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

14 Here, the estimated 243 Class Members are readily identifiable based on Defendant’s
15 records, and the settlement class is appropriately defined based on objective characteristics. The
16 Court finds that the settlement class is numerous, ascertainable and appropriately defined.

17 **C. Community of Interest**

18 The “community-of-interest” requirement encompasses three factors: (1) predominant
19 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
20 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
21 Cal.4th at pp. 326, 332.)

22 For the first community of interest factor, “[i]n order to determine whether common
23 questions of fact predominate the trial court must examine the issues framed by the pleadings
24 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
25 (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict

1 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
2 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
3 jointly tried, when compared with those requiring separate adjudication, are so numerous or
4 substantial that the maintenance of a class action would be good for the judicial process and to
5 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
6 (*Lockheed Martin*)). “As a general rule if the defendant’s liability can be determined by facts
7 common to all members of the class, a class will be certified even if the members must
8 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

9 Here, common legal and factual issues predominate. Plaintiff’s claims all arise from
10 Defendant’s wage and hour practices (and others) applied to the similarly-situated Class
11 Members.

12 As for the second factor, “[t]he typicality requirement is meant to ensure that the class
13 representative is able to adequately represent the class and focus on common issues. It is only
14 when a defense unique to the class representative will be a major focus of the litigation, or when
15 the class representative’s interests are antagonistic to or in conflict with the objectives of those
16 she purports to represent that denial of class certification is appropriate. But even then, the court
17 should determine if it would be feasible to divide the class into subclasses to eliminate the
18 conflict and allow the class action to be maintained.” (*Medraza v. Honda of North Hollywood*
19 (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

20 Like other members of the Class, Plaintiff was employed by Defendant as part of its staff
21 and alleges that he experienced the violations at issue. The anticipated defenses are not unique
22 to Plaintiff, and there is no indication that Plaintiff’s interests are otherwise in conflict with those
23 of the Class.

24 Finally, adequacy of representation “depends on whether the plaintiff’s attorney is
25 qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the

1 interests of the class.” (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
2 representative does not necessarily have to incur all of the damages suffered by each different
3 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
4 Cal.App.4th at p. 238.) “Differences in individual class members’ proof of damages [are] not
5 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
6 will defeat a party’s claim of representative status.” (*Ibid.*, internal citations and quotation marks
7 omitted.)

8 Plaintiff has the same interest in maintaining this action as any Class Member would
9 have. Further, he has hired experienced counsel. Plaintiff has sufficiently demonstrated
10 adequacy of representation.

11 **D. Substantial Benefits of Class Certification**

12 “[A] class action should not be certified unless substantial benefits accrue both to
13 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
14 internal quotation marks omitted.) The question is whether a class action would be superior to
15 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
16 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
17 class action is proper where it provides small claimants with a method of obtaining redress and
18 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
19 120–121, internal quotation marks omitted.)

20 Here, there are an estimated 243 Class Members. It would be inefficient for the Court to
21 hear and decide the same issues separately and repeatedly for each Class Member. Further, it
22 would be cost prohibitive for each class member to file suit individually, as each member would
23 have the potential for little to no monetary recovery. It is clear that a class action provides
24 substantial benefits to both the litigants and the Court in this case.

1 **VII. NOTICE**

2 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
3 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
4 for class members to follow in filing written objections to it and in arranging to appear at the
5 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
6 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
7 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
8 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
9 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
10 3.766(e).)

11 The parties have selected Phoenix Settlement Administrators (“Phoenix”) as the
12 settlement administrator. Within 20 calendar days of preliminary approval, Defendant will
13 provide a list of all Class Members along with pertinent identifying information (including last
14 known address) to the administrator. Within an additional ten calendar days, Phoenix will mail
15 the notice packet to Class Members after updating their addresses through a search on the
16 National Change of Address Database.

17 Here, the notice, which will be provided in English and Spanish, describes the lawsuit,
18 explains the settlement, and instructs Class Members that they may opt out of the settlement
19 (except the PAGA component) or object. The gross settlement amount and estimated deductions
20 are provided. Class Members are informed of their qualifying pay periods as reflected in
21 Defendant’s records and are instructed how to dispute this information. Class Members are
22 given 45 calendar days to request exclusion from the class, submit a written objection to the
23 settlement, or dispute their qualifying pay periods. Returned notices will be re-mailed to any
24 forwarded address provided or an updated address located through a skip trace within seven
25 calendar days of return.

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

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

6 The judge overseeing this case encourages remote appearances. (As of August 15, 2022,
7 the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely
8 should contact class counsel at least three days before the hearing if possible. Instructions for
9 appearing remotely are provided
10 at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml
11 and should be reviewed in advance. Class members may appear remotely using the
12 Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll free conference
13 call number for Department 7. Any class member who wishes to appear in person should check
14 in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. 1st St., San Jose) and wait
15 for a sheriff's deputy to escort him or her to the courtroom for the hearing.

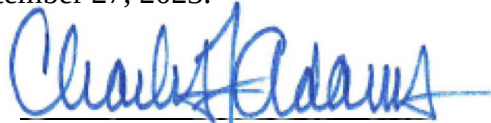
16 **VIII. CONCLUSION**

17 Plaintiff's motion for preliminary approval is GRANTED.

18 The final approval hearing shall take place on **December 5, 2024** at 1:30 in Dept. 7. The
19 following class is preliminarily certified for settlement purposes:

20 All nonexempt hourly employees who worked at any time for Defendant in the state of
21 California from December 22, 2018 through September 27, 2023.

22 Dated: June 6, 2024

23 
24 CHARLES F. ADAMS
25 Judge of the Superior Court