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Attorneys for Plaintiffs
GREGORY EDGAR SPENCER and
JENNIFER LYNN WOODRUFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

GREGORY EDGAR SPENCER, an individual,
on his own behalf and on behalf of all others
similarly situated; JENNIFER LYNN
WOODRUFF, an individual, on her on behalf
and on behalf of all others similarly situated,

Plaintiff,

v.

BEL AIRE HOSPITALITY LLC dba MOTEL
6 STANTON, an Arizona limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01304470-CU-OE-CXC

**NOTICE OF RULING RE:
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. David A. Hoffer

Date: March 16, 2026

Time: 1:30 P.M.

Dept.: CX 103

Complaint Filed: January 25, 2023

TO ALL PARTIES AND TO THEIR ATTORNEYS:

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You are notified that on March 16, 2026, a Minute Order was entered in the within action,

1 a true and correct copy of which is attached hereto as Exhibit “A” and incorporated herein by
2 reference as though fully set forth herein.

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4 DATED: March 18, 2026

LIPELES LAW GROUP



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6 Kevin A. Lipeles
7 Thomas H. Schelly
8 Attorneys for PLAINTIFFS
9 GREGORY EDGAR SPENCER and
10 JENNIFER LYNN WOODRUFF
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EXHIBIT A –

NOTICE OF RULING

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 03/16/2026 TIME: 01:30:00 PM DEPT: CX103

JUDICIAL OFFICER PRESIDING: David A. Hoffer

CLERK: M. Nevarez

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: M. Brinegar

CASE NO: **30-2023-01304470-CU-OE-CXC** CASE INIT.DATE: 01/25/2023

CASE TITLE: **Spencer vs. Bel Aire Hospitality LLC**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74723474

EVENT TYPE: Motion for Approval of Class Settlement

MOVING PARTY: Jennifer Lynn Woodruff, Gregory Edgar Spencer

CAUSAL DOCUMENT/DATE FILED: Motion - Other for preliminary approval, 12/09/2025

EVENT ID/DOCUMENT ID: 74740419

EVENT TYPE: Status Conference

APPEARANCES

Thomas Schelly, from Lipeles Law Group, APC, present for Plaintiff(s) remotely.

James Bacon, from Landegger Verano & Davis, ALC, present for Defendant(s) remotely.

Hearing held, all participants appearing remotely.

Tentative Ruling posted on the Internet.

The Court ADOPTS and CONFIRMS the tentative ruling as follows:

The tentative ruling is to continue Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff's (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement to July 6, 2026, at 1:30 p.m.

Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the class notice, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved.

The Class and PAGA Periods are defined as ending on July 22, 2025. However, the escalator clauses in Section 8 of the settlement agreement provides for the option to either increase the settlement amount or change the Class and PAGA Periods such that some of the class members and aggrieved employees might no longer be included in the settlement. This court, however, will not approve a settlement that

results in class members and aggrieved employees being told they are in the settlement but later being told they are not included in the settlement. Thus, defendant will have to either rely on or take another look at its estimated number of class members and aggrieved employees or select the increased payment option. If the parties want to preserve the option calling for a reduction of the Class and PAGA Periods, rather than just an increase in the settlement amount, they must determine if the escalator clause applies before sending out the class notice and have the class notice include the adjusted end date and not be sent to non-participants.

The court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for the settlement of this size. The parties may either reduce the attorneys' fees request by amendment to the settlement agreement and the class notice or Plaintiffs must provide documentation and support for any request higher than this percentage at the final approval stage.

The allocation of only 20% of the settlement payments for wages appears to be low. Either an increase to 33 1/3% or an explanation of why the figure is not at least 33 1/3% is required.

Section 7.5.2 of the settlement agreement states that the administrator shall make the final determination as to the authenticity of an opt-out request. The documents should reflect instead that the court will ultimately decide any unresolved dispute regarding the authenticity of an opt-out request.

The settlement agreement and class notice are inconsistent as to who will resolve workweek disputes. Section 7.5.4 of the settlement agreement and Section 4(3) on Page 7 of the class notice state that the Administrator will resolve any workweek disputes. The documents should reflect instead that, while the Administrator and the parties will attempt to resolve any such dispute, the court will ultimately decide any unresolved dispute.

The moving papers do not include a copy of the LWDA letter that was sent to the LWDA on March 13, 2023. (Settlement ¶1.33.) The court needs a copy of the letter to verify that the settlement terms are consistent with the notice provided to the LWDA.

The PAGA Released Claims include a release of claims that may be outside the claims identified in plaintiff's letter to the LWDA. If plaintiff did not give the LWDA notice and an opportunity to investigate or pursue litigation itself for these violations, they may not be the subject of the release in this case. (See *LaCour vs. Marshalls of California, LLC* (2023) 94 Cal. App. 5th 1172, 1192-96.) The phrases "the Operative Complaint in the Action," and "and ascertained in the course of the Action" must be removed from Section 5.3 of the settlement agreement, such that the PAGA release states: "All Aggrieved Employees . . . release the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged, based on the claims asserted in the PAGA notice provided on behalf of Plaintiffs to the LWDA arising during or with respect to the PAGA Period. ("Released PAGA Claims")."

The court will not issue an injunction against the class members, aggrieved employees, or the State of California. Res judicata and collateral estoppel arguments should provide defendant with sufficient protection against facing these same claims again. Section 5.3 of the settlement agreement must be amended to state: "The foregoing release shall be binding on Plaintiffs, the Aggrieved Employees, and the State of California, and may bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims."

The following additional corrections must be made to the class notice:

(1) Class members and aggrieved employees may object to the amount of settlement funds allocated as

PAGA penalties. Therefore, the first column, third row of Page 2 of the class notice should be amended to state "Participating Class Members Can Object to the Class Settlement" and the statement "but not the PAGA Settlement" should be deleted.

(2) Section 8 on Page 9 of the class notice should state the correct department number: CX103.

Counsel should propose a realistic Final Approval Hearing date, bearing in mind that all papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff's attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff's declaration to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements.

Plaintiffs have not shown that they served the LWDA with the moving papers. Plaintiffs are ordered to give notice of the ruling to the LWDA and Defendant, to serve the LWDA with their original moving papers as well as any new papers filed for future hearings, and to file a proof of service showing such compliance.

Plaintiffs shall provide notice of this ruling to the LWDA and Defendant.

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PROOF OF SERVICE

I certify and declare that I am over the age of 18 years and not a party to this action and that my place of employment is in the County of Los Angeles, State of California, located at 1060 Aviation Blvd., Suite 100, Hermosa Beach, California 90254. My electronic service address is: LindaB@kallaw.com.

On this date hereon, I served a true copy of the following document(s):

NOTICE OF RULING RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

By sending true copies thereof to the address(es) listed below:

Alfred J. Landegger, Esq. Roxana E. Verano, Esq. James M. Bacon, Esq. Sophia Emrana, Esq. Evelyn Zarraga, Esq. LANDEGGER VERANO, ALC 15760 Ventura Boulevard, Suite 1200 Encino, California 91436 Telephone: (818) 986-7561 Facsimile: (818) 986-5147	Attorneys For Defendants, <i>BEL AIRE HOSPITALITY, LLC. DBA MOTEL 6 STANTON</i> VIA EMAIL: alfred@landeggeresq.com roxana@landeggeresq.com james@landeggeresq.com evelyn@landeggeresq.com sophia@landeggeresq.com
California Labor & Workforce Development Agency (CWDA)	VIA EMAIL: PAGInfo@dir.ca.gov

X	By E-Mail or Electronic Transmission. I caused the documents to be sent to the persons at the email address(es) listed above in a PDF file, and the transmission appeared to be successful.
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On March 18, 2026, I uploaded the **NOTICE OF RULING RE: PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** to the LWDA through the State of California, Department of Industrial Relations Website at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>. A true and correct copy of the submission confirmation email is attached hereto.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on March 18, 2026, at Hermosa Beach, California, 90254.



Linda Beck