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Superior Court of CA
County of Santa Clara
23CV416377
By: tduarte

SUPERIOR COURT, STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

SINDE TORRES, et al., as individuals and on behalf of all others similarly situated, Plaintiffs, v. FIDELITY NATIONAL MANAGEMENT SERVICES, LLC, et al., Defendants.	Case No.: 23CV416377 ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT Dept. 7

This is a wage and hour class and representative Private Attorneys General Act ("PAGA") action. Plaintiffs Sinde Torres and Cristina Guerrero (collectively, "Plaintiffs") allege that Defendant Fidelity National Management Services, LLC ("Defendant") committed various wage and hour violations.

Before the Court is Plaintiffs' 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, Torres and Guerrero were employed by Defendant, a provide of title insurance escrow services for real estate transactions in California, in or about September 2022. (Complaint, ¶¶ 8-9.) They allege that Defendant failed to: pay minimum, regular, and overtime wages for all hours worked; failed to timely pay wages upon separation of employment; and failed to provide accurate, itemized wage statements to employees.

Based on the foregoing, Plaintiffs initiated this action and filed the operative complaint on May 23, 2023, asserting the following causes of action: (1) failure to pay wages; (2) failure to pay overtime wages; (3) violations of Labor Code section 226, subd. (a); and (4) violation of Business & Professions Code section 17200 et seq.

Plaintiffs now seek an order: preliminarily approving the parties' class action settlement; conditionally certifying the Class for settlement purposes; ordering the proposed Class notice be sent to the settlement Class; appointing Phoenix Settlement Administrators ("Phoenix") as the settlement administrator; appointing Plaintiffs as Class representatives; appointing Diversity Law Group P.C. and Polaris Law Group as Class counsels; and scheduling a final approval hearing.

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

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

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

B. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*

(2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 , 2022 U.S. LEXIS 2940.)

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

The settlement must be reasonable in light of the potential verdict value. (See *O’Connor, supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

III. SETTLEMENT PROCESS

On May 2, 2024 and May 10, 2023, Torres and Guerrero filed written notices with the California Labor & Workforce Development Agency (“LWDA”), respectively. On May 23, 2023, Plaintiffs initiated this class action (“the Action”) against Defendant in the Superior Court of California, County of Santa Clara. On July 7, 2023, Plaintiffs filed a separate, related representative action complaint against Defendant (Case No. 23CV418473) (“PAGA Action”), alleging a single cause of action.

After the filing of the Action and PAGA Action, the parties met and conferred and agreed to participate in private mediation. In connection with the mediation, the parties engaged in informal discovery and Defendant provided: wage statements, personnel files, employee handbook, sampling of time and pay data, written policies, and bonus contracts.

On July 23, 2024, the parties participated in an all-day mediation session with the Honorable Brian C. Walsh (Ret.), which ultimately resulted in the proposed settlement. The parties thereafter entered the Joint Stipulation of Class Action and PAGA Settlement. As a condition of settlement, the parties agreed to incorporate the PAGA Action into the Action and dismiss the separate PAGA Action without prejudice. The parties also agreed to modify Plaintiffs' first cause of action in the Action for failure to pay wages from a class claim to an individual claim alleged on behalf of Torres and Guerrero only because it was determined not to be a class-wide issue. On February 10, 2025, Plaintiffs filed a stipulation to submit the Amended Complaint and a request to dismiss the PAGA Action without prejudice.

Following the Court's approval, the Plaintiffs plan to file the operative first amended complaint ("FAC") in the Action alleging causes of action for: (1) failure to pay wages as to Plaintiffs only; (2) failure to pay overtime wages as to the putative classes; (3) violations of Labor Code section 226, subd. (a) as to the putative classes; (4) violation of Business & Professions Code section 17200 et seq. as to the putative classes; and (5) violations of Labor Code section 2698, et seq.

IV. SETTLEMENT PROVISIONS

The non-reversionary gross settlement is $2,275,000. Attorney's fees of up to $758,333.33 (or one-third of the gross settlement), litigation costs of up to $30,000 and administrative costs not to exceed $25,950 will be paid from the gross settlement. $227,500 will be allocated to PAGA penalties, 75% of which ($170,625) will be paid to the LWDA, with the remaining 25% ($56,875) dispensed, on a pro rata basis, to "Aggrieved Employees," who are defined as “all hourly-paid, non-exempt employees of Defendant in California who worked overtime and also signed an agreement wherein they received a signing or retention bonus, and also worked overtime during the period of their bonus, during the period starting July 7, 2022, through preliminary approval, or an alternative date to be selected by Defendant, at their sole discretion, . . .” Plaintiffs will seek class representative service payments of not more than $10,000 each (total of $20,000).

The net settlement amount -estimated to be $1,213,216.67- will be allocated 20% to the Overtime Settlement Sub-Class, defined as “all hourly-paid, non-exempt employees of Defendant in California who worked overtime and also signed an agreement wherein they received a signing or retention bonus, and also worked overtime during the period of their bonus during the period starting May 23, 2019, through preliminary approval, or an alternative date to be selected by Defendant, at their sole discretion. . .” and 80% to the Wage Statement Sub-Class, defined as “all hourly-paid, non-exempt employees of Defendant in California who received overtime during the period starting on May 23, 2022, through August 1, 2023, unless such period is shortened. . .”, together making up the “Class” on a pro rata basis based on the number of pay periods worked during the relevant time period. The employer-side payroll taxes will be paid by Defendant separate from, and in addition to, the gross settlement amount. Funds associated with checks uncashed after 180 days will be transmitted to the proposed cy pres recipient: Legal Aid at Work.

In exchange for settlement, Overtime Settlement Sub-Class members who do not opt out will release:

[A]ny and all claims, known or unknown, that: were asserted in the Amended Complaint and/or any of Plaintiffs’ letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 201, 202, 203, 204, 222, 226, 510, and 1194; and/or any and all claims, known or unknown, that could have been reasonably asserted based on any or all the factual allegations in the Amended Complaint in the action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 201, 202, 203, 204, 222, 226, 510, and 1194[.]

In exchange for settlement, Overtime Settlement Sub-Class members who do not opt out will release:

[A]ny and all claims, known or unknown, that: were asserted in the Amended complaint and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code § 226; and/or any and all claims, known or unknown, that could have been reasonably asserted based on any or all the factual allegations in the Amended Complaint in the action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code § 226[.]

PAGA Aggrieved Employees, regardless of whether they are eligible to opt out of the class portion of the settlement, will release only those claims applicable to their sub-group as follows:

PAGA Overtime Settlement Group Members will release "any and all claims, known or unknown, for civil penalties under California Labor Code § 2698 et seq. (PAGA) that were asserted in the Amended Complaint and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 201, 202, 203, 204, 222, 226, 510, and 1194; and/or any and all claims, known or unknown, that could have been reasonably asserted based on any or all the factual allegations in the Amended Complaint in the action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 201, 202, 203, 204, 222, 226, 510, and 1194" ("PAGA Overtime Settlement Group Released Claims").

PAGA Wage Statement Settlement Group Members will release "any and all claims, known or unknown, for civil penalties under California Labor Code § 2698 et seq. (PAGA) that were asserted in the Amended Complaint and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 226, 226.3; and/or any and all claims, known or unknown, that could have been reasonably asserted based on any or all the factual allegations in the Amended Complaint in the action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters) premised on Labor Code §§ 226, 226.3. This includes but is not limited to claims for or related to: failure to provide accurate wage statements; and any civil penalties related to any or all of the foregoing" ("PAGA Wage Statement Settlement Group Released Claims").

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

V. FAIRNESS OF SETTLEMENT

Based on available data provided by Defendant, Plaintiffs' counsel estimated Defendant's maximum exposure for each claim to be as follows: $2.4 million (overtime); $587,328 (Labor Code § 203); $5.3 million (Labor Code § 226); and $5.4 million (PAGA). The foregoing amounts total in excess of $13 million.

Plaintiffs' counsel then determined an appropriate range of recovery for settlement purposes by offsetting Defendant's maximum theoretical liability by: the inherent risks of litigation, including the uncertainty and risks to Plaintiffs involved in not prevailing on one or more of the causes of action or theories alleged; the possibility of non-certification; and the potential for appeals. Taking the foregoing into account, Plaintiffs' counsel determined that it would be reasonable to settle for the gross settlement sum of $2,275,000, with a class settlement amount of 16.6% of the maximum exposure and PAGA penalties amount of 29.4% of the maximum exposure.

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

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

VI. PROPOSED SETTLEMENT CLASS

Plaintiffs request that the following settlement class be provisionally certified:

[A]ll hourly-paid, non-exempt employees of Defendant in California who worked overtime and also signed an agreement wherein they received a signing or retention bonus, and also worked overtime during the period of their bonus during the period starting May 23, 2019, through preliminary approval, or an alternative date to be selected by Defendant, at their sole discretion, subject to the provisions set forth in Paragraph 60 of the settlement agreement (the "Overtime Settlement Sub-Class"); and

[A]ll hourly-paid, non-exempt employees of Defendant in California who received overtime during the period starting on May 23, 2022, through August 1, 2023, unless such period is shortened by operation of Paragraph 61, below (the "Wage Statement Sub-Class")[.]

A. Legal Standard for Certifying a Class for Settlement Purposes

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

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

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

B. Ascertainable Class

A class is ascertainable "when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary." (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980 (*Noel*).) A class definition satisfying these requirements "puts members of the class on notice that their rights may be adjudicated in the proceeding, so they must decide whether to intervene, opt out, or do nothing and live with the consequences. This kind of class definition also advances due process by supplying a concrete basis for determining who will and will not be bound by (or benefit from) any judgment." (*Noel*, *supra,* 7 Cal.5th at p. 980, citation omitted.)

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

Here, the estimated 3,139[1] Class members are readily identifiable based on Defendant's records, and the settlement class is appropriately defined based on objective characteristics. The Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

[1] Plaintiffs indicate that this may overestimate the class size slightly because the case settles two sub-classes addressing distinct claims. Some individuals may fall within the definition of both classes and thus would reduce the total number of unique individuals included within the settlement. (Motion, p. 10, fn. 2.)

C. Community of Interest

The "community-of-interest" requirement encompasses three factors: (1) predominant 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. (*Sav-On Drug Stores, supra*, 34 Cal.4th at pp. 326, 332.)

For the first community of interest factor, "[i]n order to determine whether common questions of fact predominate the trial court must examine the issues framed by the pleadings and the law applicable to the causes of action alleged." (*Hicks v. Kaufman & Broad Home Corp.* (2001) 89 Cal.App.4th 908, 916 (*Hicks*).) The court must also examine evidence of any conflict of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court* (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be good for the judicial process and to the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105 (*Lockheed Martin*).) "As a general rule if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages." (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

Here, common legal and factual issues predominate. Plaintiffs' claims all arise from Defendant's wage and hour practices and policies applied to the similarly-situated class members.

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

Like other members of the class, Plaintiffs were employed by Defendant as non-exempt, hourly-paid employees and allege that they experienced the violations at issue. The anticipated defenses are not unique to Plaintiffs, and there is no indication that Plaintiffs' interests are otherwise adverse or in conflict with those of the class.

Finally, adequacy of representation "depends on whether the plaintiff's attorney is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class representative does not necessarily have to incur all of the damages suffered by each different class member in order to provide adequate representation to the class. (*Wershba, supra*, 91 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not fatal to class certification. Only a conflict that goes to the very subject matter of the litigation will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks omitted.)

Plaintiffs have the same interest in maintaining this action as any class member would have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated adequacy of representation.

D. Substantial Benefits of Class Certification

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

Here, there are an estimated 3,139 class members. It would be inefficient for the Court to hear and decide the same issues separately and repeatedly for each class member. Further, it would be cost prohibitive for each class member to file suit individually, as each member would have the potential for little to no monetary recovery. It is clear that a class action provides substantial benefits to both the litigants and the Court in this case.

VII. NOTICE

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

Here, the notice describes the lawsuit, explains the settlement, the rights under the settlement, the total settlement amount and other terms, expected settlement payment share, instructs Class members that they may opt out of the settlement (except for the PAGA component) or object, and release of claims. The Class Notice will also provide Class Counsel's contact information if Class Members need further information about the settlement or lawsuit.

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

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

Although class members may appear in person, the judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact class counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll free conference call number for Department 7.

Turning to the notice procedure, as articulated above, the parties have selected Phoenix as the settlement administrator. No later than 15 days after preliminary approval, Defendant will deliver the Class data (i.e., Class list and related qualifying workweeks and contact information) to Phoenix. Phoenix, in turn, will mail the notice packet within 10 days after receiving the Class data, subsequent to updating Class members' addresses using the National Change of Address Database. Any returned notices will be re-mailed to any forwarding address provided or a better address located through a skip trace or other search. Class members who receive a re-mailed notice will have an additional 15 calendar days to respond. These notice procedures are appropriate and are approved.

VIII. CONCLUSION

Plaintiffs' motion for preliminary approval is GRANTED.

The final approval hearing shall take place on **September 4, 2025** at 1:30 in Dept. 7. The following class[2] is preliminarily certified for settlement purposes:

[A]ll hourly-paid, non-exempt employees of Defendant in California who worked overtime and also signed an agreement wherein they received a signing or retention bonus, and also worked overtime during the period of their bonus during the period starting May 23, 2019, through preliminary approval, or an alternative date to be selected by Defendant, at their sole discretion, subject to the provisions set forth in Paragraph 60 of the settlement agreement (the "Overtime Settlement Sub-Class"); and

[A]ll hourly-paid, non-exempt employees of Defendant in California who received overtime during the period starting on May 23, 2022, through August 1, 2023, unless such period is shortened by operation of Paragraph 61, below (the "Wage Statement Sub-Class")[.]

DATED: March 10, 2025

CHARLES F. ADAMS
Judge of the Superior Court

[2] Both class groups are referred to by the Settlement Agreement as the Settlement Class or Settlement Class Members.