FINAL RULING RE: MOTION FOR PRELIMINARY APPROVAL

David Caravantes v. Gil & Roy Props, LLC, et al.
Case No.: 23STCV12786
Department SSC-9
Hon. Elaine Lu
Hearing: May 20, 2025

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$470,000**, non-reversionary. (¶3.1.)

- The Net Settlement Amount ("Net") is the GSA minus the following:

    - Up to **$156,666.67** (33%) for attorney fees (¶3.2.2);

    - Up to **$18,000** for litigation costs (*Ibid*.);

    - Up to **$10,000** for a Service Payment to the Named Plaintiff (¶3.2.1);

    - Up to **$7,000** for settlement administration costs (¶3.2.3); and

    - Payment of **$47,000** PAGA penalty (75% or $35,250 to the LWDA; and 25% or $11,750 to the Aggrieved Employees). (¶3.2.5.)

- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1.)

- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **September 25, 2025**, and will be heard on **November 4, 2025, 10:00 a.m., Department 9**. Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here. Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single** document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

The Court sets **a Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class Action Settlement for October 2, 2025**, **8:30 a.m., Department 9**.

BACKGROUND

This is a proposed employee wage and hour class action case. On June 5, 2023, Plaintiff David Caravantes ("Plaintiff") commenced this class action ("Action") by filing a complaint against Defendants Gil & Roy Studios, LLC dba Gil & Roy Props and Defendant Modernica, Inc. (collectively "Defendants") alleging the following causes of action: (1) Failure to Pay Wages For All Hours Worked At Minimum Wage in Violation of Labor Code Sections 1194 and 1197, (2) Failure to Pay Overtime Wages for Daily Overtime Worked In Violation Of Labor Code Section 510 and 1194, (3) Failure to Authorize or Permit Meal Periods In Violation of Labor Code Sections 512 and 226.7, (4) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7, (5) Failure to indemnify employees for employment-related losses/expenditures in violation of labor code section 2802, (6) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226, and (7) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et seq.

On August 15, 2023, Plaintiff filed an action in the Los Angeles County Superior Court under the Private Attorneys General Act of 2004 (PAGA) against the same Defendants seeking civil penalties for alleged violations by Defendants ("PAGA Action").

On February 27, 2024, Plaintiff filed a First Amended Complaint in the Action ("Operative Complaint") which added the claim from the PAGA Action to the instant Action.

On August 20, 2024, the parties participated in a full-day mediation with David Phillips, Esq. After a full day of arm's-length negotiations, the Parties reached an agreement which was later memorialized in a Memorandum of Understanding. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement and Class Notice* ("Settlement Agreement"), a copy of which is attached to the Declaration of Eric Naessig ("Naessig Decl.") as Exhibit 1.

Now before the Court is the Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

- "Class" means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period. (¶1.5.)

- "Class Period" means the period from June 5, 2019 through August 20, 2024. (¶1.12.)

- "Aggrieved Employee" means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period. (¶1.4.)

- "PAGA Period" means the period from June 5, 2022 through August 20, 2024. (¶1.31.)

- "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (¶1.35.)

<u>TERMS OF SETTLEMENT AGREEMENT</u>

<u>The essential terms are as follows:</u>

- The Gross Settlement Amount ("GSA") is **$470,000**, non-reversionary. (¶3.1.)
    - Escalator Clause: Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 146 Class Members and 19,000 Total Workweeks during the Class Period and (2) there were 95 Aggrieved Employees who worked 3,612 PAGA Pay Periods during the PAGA Period. If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10% (exceeds 20,900), then the Gross Settlement Amount shall increase pro rata based on the number of additional Workweeks above 10% (i.e., if the number of Workweeks is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). (¶8.)

- The Net Settlement Amount ("Net") (**$243,083.33**) is the GSA minus the following:
    - Up to **$156,666.67** (33%) for attorney fees (¶3.2.2);
    - Up to **$18,000** for litigation costs (*Ibid*.);
    - Up to **$10,000** for Service Payment to the Named Plaintiff (¶3.2.1);
    - Up to **$7,000** for settlement administration costs (¶3.2.3); and
    - Payment of **$47,000** PAGA penalty (75% or $35,250 to the LWDA; and 25% or $11,750 to the Aggrieved Employees). (¶3.2.5.)

- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1.)

- There is no claim form requirement. (¶3.1.)

- Individual Settlement Payment Calculation: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (¶3.2.4.) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.4.2.)

  - PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $11,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. (¶3.2.5.1.)
  - Tax Allocation**:** 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The other 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). (¶3.2.4.1.) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (¶3.2.5.2.)

- Response Deadline**:** "Response Deadline" means 60 calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. (¶1.43.) The same deadlines apply to the submission of workweek disputes. (¶7.6.)
  - Right to withdraw: If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. (¶9.)

- Funding of Settlement**:** Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.3.)
  - "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (¶1.18.)

- Disbursement: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA

Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶4.4.)

- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.4.1.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶4.4.3.)

- The settlement administrator will be ILYM Group, Inc. (¶1.2.)

- Notice of Final Judgment will be posted on the Settlement Administrator’s website. (¶7.8.1.)

- The proposed settlement was submitted to the LWDA on March 14, 2025. (Naessig Decl., ¶37, Exh. 2.)

- Participating class members and the named Plaintiffs will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm’s-length bargaining? On August 20, 2024, after extensive informal discovery and data exchange, the Parties attended a mediation session with David Phillips, Esq. After a full day of negotiations, the Parties reached an agreement which was later memorialized in a Memorandum of Understanding. (Naessig Decl. ¶8.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that , the Parties engaged in extensive informal discovery exchange where Plaintiff’s counsel and the expert of Plaintiff’s counsel reviewed and analyzed the following: (1) time records; (2) pay records; (3) information relating other size and scope of the class; (4) data permitting Plaintiff to fully understand the nature and scope of the allegations in the Complaint, including approximately 99.8% of time and wage records. (*Id.* at ¶9.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id*. at ¶30.)

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

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	**Maximum Exposure**
Meal Break Premiums	$613,548.00
Rest Break Premiums	$2,359,800.00
Unpaid Wages	$205,302.60
Unreimbursed Business Expenses	$57,000.00
Wage Statement Violations	$584,000.00
PAGA Penalties	$361,200.00
Total	**$4,180,850.60**

(Naessig Decl. ¶¶9-29.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

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

4. Amount offered in settlement. Plaintiffs' counsel estimated Defendant's maximum exposure at $4,180,850.60. Counsel obtained a $470,000 settlement amount. This is approximately 11.2% of Defendant's maximum exposure which, given the uncertain outcomes, is within the "ballpark of reasonableness."

The $470,000 settlement amount, after reduced by the requested deductions, leaves approximately $243,083.33 to be divided among approximately 146 Class Members. Assuming full participation, the resulting payments will average approximately $1,664.95 per Settlement Class Member.

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

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

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

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

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

3. Scope of the release

Release of Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties as follows: (¶5)

- Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint ,including, e.g., (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to indemnify employees for work-related expenditures, (6) failure to provide accurate itemized wage statements, and (7) unfair business practices.. Except asset forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (¶5.1.)
- Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice. (¶5.2.)
    - "PAGA Notice" means Plaintiff's June 5, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). (¶1.33.)
- "Released Parties" means: Defendants and their parents, subsidiaries, directors, owners, shareholders, officers, and attorneys, past and present, and each of them acting in concert with the foregoing. (¶1.41.)

4. May conditional class certification be granted?

1. Standards

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

2. <u>Analysis</u>

a. <u>Numerosity.</u> There are approximately 146 Class Members. (Naessig Decl., ¶3.) This element is met.

b. <u>Ascertainability.</u> The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendants' records. (Motion, p. 18:23-24.)

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

As to commonality, Counsel contends that many common issues of law and fact unite the class. The common questions of law and fact include, but are not limited to: 1) Whether Defendants failed to pay minimum and overtime wages; 2) Whether Defendants failed to pay overtime wages; 3) Whether Defendants failed to provide the Class Members meal and rest periods and premium wages for missed meal and rest periods; 4) Whether Defendants failed to reimburse necessary business expenditures; 5) Whether Defendants failed to provide the Class Members complete and accurate wage statements; 6) Whether Defendants violated Business and Professions Code section 17200. (Motion, p. 19:9-16.)

As to typicality, counsel contends that the claims of the class representative are typical of the claims of the class members as a whole. The named Plaintiff suffered the same alleged violations (e.g. failure to pay minimum and overtime wages, failure to pay meal and rest period premium wages for non-compliant meal and rest periods, failure to reimburse necessary business expenditures, failure to pay timely wages during employment, failure to provide complete and accurate wage statements, and failure to pay all wages due upon separation of employment) as the class as a whole did and, thus, the claims of the named Plaintiff fairly represents the claims of the class as a whole. (Motion, p. 18:16-22.)

As to adequacy, Plaintiff represents that he has participated in the litigation and is aware of the risks and duties of serving as class representative. (Declaration of David Caravantes.)

d. <u>Adequacy of class counsel.</u> As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. <u>Superiority.</u> Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

<u>CONCLUSION:</u> The class may be conditionally certified since the prerequisites of class certification have been satisfied.

5. <u>Is the notice proper?</u>

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

The Notice will be distributed in English and Spanish translation if applicable. (¶1.11.)

2. <u>Method of class notice</u>. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator. (¶4.2.) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data. (¶7.4.1.)

Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, if applicable. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶7.4.2.)

Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3.)

The deadlines for Class Members' written objections, Challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice. (¶7.4.4.)

3. <u>Cost of class notice.</u> As indicated above, settlement administration costs are estimated not to exceed **$7,000**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. <u>Attorney fees and costs</u>

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

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000)

22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$156,666.67** (33%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at **$18,000**) by detailing how they were incurred.

7. Incentive Awards to Class Representatives

The Settlement Agreement provides for an enhancement award of **$10,000** to the named Plaintiff. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement award at the time of final approval.

CONCLUSION AND ORDER

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

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- Plaintiffs shall release Defendants from claims described herein.

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The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single** document that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

The Court sets **a Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class Action Settlement for October 2, 2025**, **8:30 a.m., Department 9**.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES AND TO FILE PROOF OF SERVICE OF SUCH WITHIN 10 DAYS.

IT IS SO ORDERED.

DATED: May 20, 2025

Elaine Lu
Judge of the Superior Court
Elaine Lu / Judge