

9/23/2026 12:17:27 PM

Alexandra K. Piazza (SBN 341678)
BERGER MONTAGUE PC
8241 La Mesa Blvd, Suite A
La Mesa, CA 91942
Tel.: (215) 875-3063
Fax: (215) 875-4620
E-Mail: apiazza@bergermontague.com

Clerk of the Superior Court
By T. Automation, Deputy Clerk

[additional counsel listed on signature page]

*Attorneys for Plaintiff, the Proposed Class,
and the Aggrieved Employees*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

TRICETTE DEPAUL, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

NEW VENTURE ESCROW, INC. and DOES
1 through 10, inclusive,

Defendants.

CASE NO.: 26CU008335C
CLASS ACTION

*Assigned for all purposes to the
Honorable Terrie E. Roberts, Dept. C-68*

**PLAINTIFF'S NOTICE OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Complaint Filed: February 17, 2026
Trial Date: None yet set

Hearing Date: January 29, 2027
Time: 10:30 A.M.
Department: C-68

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on January 29, 2027, at 10:30 a.m., or as soon thereafter
as they may be heard in Department C-68 of the Superior Court of the State of California for
the County of San Diego, Plaintiff Tricette DePaul ("Plaintiff") on behalf of herself and all
others similarly situated, will and hereby does move this Court for entry of an Order:

**NOTICE OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

1. Preliminarily approving the settlement set forth in the Class and PAGA Settlement Agreement (the “Settlement Agreement”),¹ as fair, reasonable and adequate pursuant to Code of Civil Procedure Section 382;

2. Preliminarily approving payment of the Gross Settlement Amount of \$225,000.00 unless escalated pursuant to the Settlement Agreement as “within the ‘ballpark of reasonableness’” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133) and within the “‘reasonable range’ of the settling party’s” liability (*see North County Contractors Assn. v. Touchstone Ins. Services* (1994) 27 Cal.App.4th 1085, 1089–90);

3. Preliminarily approving PAGA penalties as fair, reasonable, and adequate in the amount of \$11,250, sixty-five percent (65%), or \$7,312.50, of which will be paid to the Labor and Workforce Development Agency out of the Gross Settlement Amount, and thirty-five percent (35%), or \$3,937.50, of which will be distributed to PAGA Class Members;

4. Preliminarily certifying the Class Members, defined as Plaintiff and each current or former Escrow Officer employed by Defendant in California, classified as exempt, who worked for Defendant at least one day during the Class Period of February 17, 2022 to June 25, 2026, pursuant to Code of Civil Procedure Section 382 for the purpose of settlement only;

5. Preliminarily approving the Aggrieved Employees as each current or former Escrow Officer employed by Defendant in California, classified as exempt, who worked for Defendant at least one day during the PAGA Period of January 8, 2025 to June 25, 2026;

6. Preliminarily approving the Plaintiff as Class Representative of the Class Members;

7. Preliminarily approving Alexandra K. Piazza and Olivia S. Lanctot of Berger Montague PC as Class Counsel for the Class Members;

8. Approving the form and content of the Class Notice attached as Exhibit A to the Settlement Agreement;

¹ A true and correct copy of the Settlement Agreement is attached with its exhibit(s) as Exhibit 1 to the Declaration of Alexandra K. Piazza (“Piazza Decl.”).

9. Appointing Simpluris, Inc. (“Settlement Administrator” or “Simpluris”) to administer the Settlement, including distribution of the Class Notice, as set forth in the Settlement Agreement;

10. Directing the mailing of the Class Notice to the Class Members in accordance with the procedures set forth in the Settlement Agreement and finding that the dissemination of the Class Notice complies with the requirements of law and appears to be the best notice practicable under the circumstances; and

11. Entering an Order preliminarily approving the Settlement consistent with the terms of the Settlement Agreement and that sets the date for a Final Approval Hearing.

This Motion will be based on this Notice of Motion, the Memorandum of Points and Authorities filed herewith, the Declaration of Alexandra K. Piazza and exhibits attached thereto, argument of counsel and upon such other material contained in the file and pleadings of this action. The motion is unopposed, as Defendant does not oppose the relief requested. To the extent the Court has any additional questions or concerns regarding the settlement, the Parties respectfully request that the Court schedule a hearing.

Pursuant to the Court’s Tentative Ruling Policy, the Court may issue a tentative ruling prior to the hearing, in conformance with the procedures set forth in California Rules of Court, rule 3.1308(a)(2). No notice of intent to appear is required to appear for oral argument, regardless of when the tentative ruling is issued. Any tentative ruling may be obtained through the Court’s website or by telephoning the independent calendar clerk for Department C-68. If no one appears for a hearing for which a tentative ruling has issued, and the Court has not been notified that all Parties submit on the tentative ruling, the Court may take the matter off calendar or order the tentative ruling to become the final ruling.

Dated: September 23, 2026

Respectfully submitted,


Alexandra K. Piazza (SBN 341678)
BERGER MONTAGUE PC

1 8241 La Mesa Blvd, Suite A
2 La Mesa, CA 91942
3 Tel.: (215) 875-3063
4 Fax: (215) 875-4620
5 apiazza@bergermontague.com

6 Olivia S. Lanctot *pro hac vice forthcoming*
7 **BERGER MONTAGUE PC**
8 1818 Market Street, Suite 3600
9 Philadelphia, PA 19103
10 Tel.: (215) 875-3000
11 Fax: (215) 875-4620
12 olanctot@bergermontague.com

13 *Attorneys for Plaintiff and the Proposed*
14 *California Class and Aggrieved Employees*

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed on September 23, 2026 in San Diego, CA.

3 /s/ Stefana Klipa

4 Stefana Klipa

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PROOF OF SERVICE