SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 22

JUDICIAL OFFICER: HONORABLE LAURI A. DAMRELL

Courtroom Clerk: V. Aleman
Court Attendant: J. Flores

CSR: NONE

34-2022-00329033-CU-OE-GDS

August 9, 2024
9:00 AM

Larry Norell Goosby vs. on behalf of all others similarly situated

MINUTES

APPEARANCES:

No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement; Case Management Conference

There being no request for oral argument the Court affirmed the tentative ruling.

TENTATIVE RULING:

NO APPEARANCE REQUIRED. The Court sets a further CMC as set forth below.

Please check your tentative ruling prior to the next Court date at www.saccourt.ca.gov prior to the above referenced hearing date.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

FURTHER CONFERENCE
A Case Management Conference is scheduled for 03/14/2025 at 09:00 AM in Department 22.

TENTATIVE RULING:

Plaintiff Larry Goosby's ("Plaintiff") motion for preliminary approval of the Parties' class and

Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and GRANTED, as follows.

Status Conference (Compliance Hearing) is scheduled for 08/23/2024 at 10:30 AM in Department 22 at Gordon D. Schaber Superior Court.

Hearing on Motion for Final Approval of Settlement is scheduled for 03/14/2025 at 9:00 AM in Department 22 at Gordon D. Schaber Superior Court.

Moving counsel's Notice of Motion does not provide notice of the Court's tentative ruling system, as required by Local Rule 1.06. Moving counsel is directed to contact opposing counsel and advise them of Local Rule 1.06, the Court's tentative ruling procedure, and the manner to request a hearing.

The Court has provided specific direction on the information and argument the Court requires to grant a motion for preliminary approval of a class action settlement. The Parties are urged to carefully review the Checklist for Approval of Class Action Settlements and fully comply with each applicable item to ensure a prompt ruling from the Court.

Background

Plaintiff sent a notice to Defendant CiminoCare, Inc. ("Defendant") and the California Labor & Workforce Development Agency ("LWDA") alleging similar wage and hour violations pursuant to PAGA on July 6, 2023. (Yslas Decl., ¶ 4.) On October 31, 2022, Plaintiff filed a putative wage-and-hour class action complaint against Defendant for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194, and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7); (5) failure to pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); (7) failure to indemnify employees for expenditures (Cal. Lab. Code § 2802); and (8) unfair business practices (Business and Professions Code § 17200 et seq.). (*Ibid.*) On August 25, 2023, Plaintiff filed a separate representative action against Defendant adding a claim for civil penalties under PAGA. (*Ibid*, *Larry Norell Goosby v. CiminoCare*, Sacramento County Superior Court, Case No. 23CV007506.)

Plaintiff now moves for preliminary approval of the Parties' Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Agreement"). (Yslas Decl., ¶ 8, Exh. 1 ("SA").) Counsel attests that he submitted the Agreement to the LWDA before filing the instant motion. (*Id.*, ¶ 9.) Plaintiff must provide a copy of his July 6, 2023 LWDA notice and proof of submission of the Agreement to the LWDA.

Legal Standard

The law favors the settlement of lawsuits, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. (See *Neary v. Regents of Univ. of Cal* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc*. (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed, compromised, or settled without approval of the court, and the decision to approve or reject a proposed settlement is committed to the court's sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba v. Apple Computer*, *Inc*. (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*).)

In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement because the rights of the class members, including the named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court must independently determine "whether the settlement is in the best interests of those whose claims will be extinguished" and "make an independent assessment of the reasonableness of the terms to which the parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba, supra,* 91 Cal.App.4th at p. 245; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 1165-66.)

The Court does not rubber stamp these motions, but rather serves as a guardian of absent class members' rights to ensure the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.) "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice." (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) "A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba, supra*, 91 Cal.App.4th at p. 250, citations omitted.) The court's primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing. (Rubenstein et al., Newberg on Class Actions (6th ed. 2023) § 13:10.)

Provisional Class Certification

If the class has not yet been certified, part of the motion for preliminary approval will include a request for provisional certification for purposes of settlement only. (See Cal. Rule of Court, Rule 3.769.) Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. (See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.)

Here, Plaintiffs seek provisional certification of the following class: "all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California from October 31, 2018, to the date of preliminary approval of the Settlement or July 31, 2024, whichever is earlier (the 'Class Period')." (SA, ¶ 1.5.) Expressly excluded from the Class are settlement class members and aggrieved employees in *Dawnetta Wilson v. Solar Senior Living LLC*, Sacramento County Superior Court, Case No. 34-2020-00281971. (*Ibid.*)

Plaintiff argues that provisional certification is appropriate because (1) the proposed Class of 1,133 individuals is sufficiently numerous and ascertainable from the regular business records of Defendant; (2) common issues of law and fact predominate because a variety of common employment practices are at issue here and Plaintiff contends that all Class Members suffered from and seek redress for the same alleged injuries; (3) Plaintiff's claims are typical of the Class because Plaintiff is a former employee who was subject to the same policies and practices as other similarly situated employees; (4) Plaintiff and his Counsel meet the adequacy requirement because Plaintiff has retained qualified and experienced counsel, Plaintiff has no conflicts of interest, and both Plaintiff and his Counsel have diligently litigated this case; and (5) a class action is superior to a multiplicity of litigation. (Mot., pp. 21:1-24:9.) The Court finds Plaintiff's arguments persuasive and provisionally certifies the Class for settlement purposes for the reasons specified in Plaintiff's moving papers.

Class Representative and Class Counsel

Plaintiff is appointed as the Class Representative. (SA, § 1.13.) John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, Andrew Sandoval, and John Brown of Wilshire Law Firm, PLC are appointed Class Counsel. (*Id.*, § 1.6.)

Fair, Adequate, and Reasonable Settlement

Before approving a class action settlement, the Court must find that the settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The Court considers such factors 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 class members to the proposed settlement." (*Ibid*.) "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Id*. at p. 1802.)

Under the terms of the Agreement, Defendant denies liability, but agrees to pay a Gross Settlement Amount ("GSA") of $592,514. (SA, §§ 1.22, 2.1, 3.1.) Defendant shall separately pay any employer payroll taxes owed on the wage portion of the Individual Class Payments. (*Id.*, § 3.1.) Class Members and Aggrieved Employees will not need to submit a claim as a condition of payment and no portion of the GSA will revert to Defendant. (*Ibid.*)

The following amounts will be paid from the GSA:

- A Class Representative Service Payment to Plaintiff of not more than $15,000 (SA, § 3.2.1);
- A Class Counsel fees payment of not more than 33 and 1/3% (estimated to be $197,504.67) and a Class Counsel litigation expenses payment of not more than $22,500 (*id.*, § 3.2.2);
- An administrator expenses payment not to exceed $15,000 (*id.*, § 3.2.3); and
- PAGA penalties in the amount of $30,000, with 75% ($22,500) allocated to the LWDA and 25% ($7,500) allocated to the Individual PAGA Payments (*id.*, § 3.2.5).

The remaining amount – the Net Settlement Amount ("NSA") – is approximately $312,509.33 and will be distributed to Participating Class Members on a pro-rata basis as Individual Class Payments. (SA, §§ 1.23, 1.28.) Specifically, the Individual Class Payments will be calculated by (a) dividing the NSA 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 Members' Workweeks. (*Id.*, § 3.2.4.) Similarly, the Aggrieved Employees portion of the PAGA penalties will be distributed on a pro-rata basis. (*Id.*, §§ 1.24, 3.2.5.1.) Each Settlement Class Member is eligible to receive an average net benefit of approximately $275.82, without factoring in payroll taxes. (Yslas Decl., ¶ 27 [corrected to reflect the Agreement's allocation for settlement administration costs].)

For tax purposes, 20% of each Participating Class Member's Individual Class Payment will be allocated as wages, 40% will be allocated as interest, and 40% will be allocated as penalties. (SA, § 3.2.4.1.) The wage portion will be reported on an IRS W-2 Form and the non-wage portion will be reported on IRS 1099 Forms. (*Ibid.*) Each Aggrieved Employee's Individual PAGA Payment will be reported on IRS 1099 Forms. (*Id.*, § 3.2.5.2.) The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments. (*Id.*, § 4.4.1.) The checks will remain valid for not less than 180 days after the date of mailing. (*Ibid.*) For any Class Member/Aggrieved Employee whose Individual Class Payment and/or Individual PAGA Payment check is uncashed and cancelled as of the void date, the Administrator shall transmit the funds represented by such checks to Legal Services of Northern California as a cy pres recipient. (*Id.*, § 4.4.3.) The Agreement makes clear that the Parties, Class Counsel, and Defense Counsel have no interest or relationship, financial or otherwise, with the cy pres recipient. (*Ibid.*) <u>In moving for final approval, Plaintiff and his Counsel must provide a declaration confirming they have no interest – financial or otherwise – in the cy pres recipient.</u>

Not later than 15 days after the Court grants preliminary approval, Defendant will deliver the Class Data to the Administrator. (SA, § 4.2.) 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, via first-class USPS mail, the Class Notice with Spanish translation. (*Id.*, § 7.4.2.) No later than 3 business days after the Administrator's receipt of any Notice returned as undeliverable, the Administrator shall re-mail the Notice using any forwarding address provided. (*Id.*, § 7.4.3.) If no forwarding address is provided, the Administrator will conduct an address search and re-mail the Notice to the most current address obtained. (*Ibid.*) Class Members will have 60 days after the Administrator mails the Notice to request exclusion from the settlement, challenge the calculations of workweeks, or object to the settlement. (*Id.*, §§ 1.43, 7.5.1, 7.6, 7.7.2.) If a Class Member's Notice is re-mailed, they shall have an additional 14 days beyond the response deadline to respond. (*Id.*, §§ 1.43, 7.4.4.)

Effective on the date when Defendant fully funds the entire GSA and all employer payroll taxes, "[a]ll Participating Class Members … 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. Except as set forth in Section 5.3 and 5.4 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." (SA, §§ 5, 5.2.) Similarly, "[a]ll Aggrieved Employees are deemed to release … 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." (*Id.*, §§ 5, 5.3.) Only Plaintiff is subject to a general release. (*Id.*, §§ 5, 5.1.) The Agreement makes clear that "Operative Complaint" refers to the operative complaints in both the Class and PAGA actions. (*Id.*, § 2.1.) <u>Ordinarily, the PAGA Release should be limited by the factual allegations in the LWDA notice. However, absent a significant discrepancy between the LWDA notice and the operative PAGA complaint, the Court will not require a modification.</u>

The moving papers demonstrate that the settlement was reached after extensive investigation, litigation, and arms-length negotiations by the Parties. Following the filing of the Complaint, the Parties exchanged documents and information before mediating this action, including time data and payroll records, a redacted class list of employees, wage and hour policy documents, and all documents concerning Plaintiff available to Defendant. (Yslas Decl., ¶ 5.) Counsel used these records to evaluate the case and prepare a damages analysis prior to mediation. (*Id.*, ¶ 6.) On March 25, 2024, the parties participated in private mediation with experienced class action mediator Michael H. Leb. (*Id.*, ¶ 7.) The settlement negotiations were at arm's length and, although conducted in a professional manner, were adversarial. (*Ibid.*) After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff's claims and Defendant's defenses, the Parties were able to reach a resolution. (*Id.*, ¶ 8.)

After using the data Defendant provided, including class member timekeeping and payroll records, with the assistance of a statistics expert, Counsel created a damages model to evaluate the realistic range of potential recovery for the class. (Yslas Decl., ¶ 16.) The damages model is based on the following benchmarks: Total Class Members: 1,133; Terminated Class Members during 3-year statute: 1,001; Total Workweeks: 40,863; Total Shifts Worked by the Class: 205,831; PAGA Pay Periods: 4,316; and Avg. Hourly Rate: $17.02. (*Ibid.*) Counsel estimated Defendant's maximum and realistic exposure as follows:

- For Plaintiff's minimum, straight time, and overtime wages claims, Counsel estimated Defendant's maximum exposure to be $1,043.232.39 (40,863 weeks * $17.02 hourly rate * 1.5 overtime rate * 1 hours of unpaid work per week), but discounted this figure by 80% to account for the difficulty of prevailing on a motion for class certification and a trial on the merits because liability depends on whether Defendant knew or should have known that class members were working off-the-clock, yielding a realistic damage estimate of $208,646.45. (*Id.*, ¶ 18.)
- For Plaintiff's meal period claim, Counsel estimated Defendant's maximum exposure to be s $1,060,294.94 (62,297 shifts with unique meal break violations * $17.02 hourly rate), but discounted this figure by 80% to account for the difficulty of certifying and proving meal period claims, as well as Defendant's contention that the claim lacks merit, yielding a realistic damage estimate of $212,058.99. (*Id.*, ¶ 19.)
- For Plaintiff's rest period claim, Counsel estimated Defendant's maximum exposure to be $2,547,970.59 (199,606 shifts greater than 3.5 hours * 17.02 hourly rate * 75%); however, Counsel discounted this figure by 90% to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of class members voluntarily choosing to forego a rest period, yielding a realistic damage estimate of $254,797.01. (*Id.*, ¶ 20.)
- For Plaintiff's failure to reimburse claim, Counsel estimated Defendant's maximum exposure to be $56,650 (1,133 class members * $50 in unreimbursed expenses); however, Counsel discounted this figure by 90% to account for the difficulty of certifying and proving reimbursable claims, as well as Defendant's contention that the claim lacks merit, yielding a realistic damage estimate of $5,665. (*Id.*, ¶ 21.)
- For Plaintiff's claims for statutory and civil penalties, Counsel estimated Defendant's maximum exposure to be $5,122,426, including $3,983,636.00 for waiting time penalties (assuming 30 days per employee at 7.8 hours per day, based on the average hours per shift), $707,200.00 for inaccurate wage statements (based on $50 for the first violations and $100 for subsequent violations, with a $4,000 employee maximum), and $431,600 for PAGA violations (based on the Court assessing a $100 penalty for initial violations for all 4,316 pay periods within the 1-year statute). (*Id.*, ¶ 23.) However, Counsel applied a discount of 90% to account for the risk and uncertainty of prevailing at trial, arriving at a realistic exposure of $512,243.60. (*Ibid.*)

Accordingly, Defendant's total maximum exposure is $9,773,933.92 and Defendant's total realistic exposure is $1,193,229.05. (Yslas Decl., ¶¶ 22, 23, 24.) The GSA of $592,514 represents approximately 6% of Defendant's maximum exposure and nearly 50% of Defendant's realistic exposure. (*Id.*, ¶ 24.)

Counsel attests to their extensive experience in similar cases. (Yslas Decl., ¶¶ 39-50.) Counsel attests to their belief that the settlement is fair, reasonable, and adequate. (*Id.*, ¶ 15.) Based on the foregoing, the Court preliminarily finds, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness and that all relevant factors support preliminary approval.

PAGA Payment

The Agreement provides for the payment of PAGA penalties in the amount of $30,000, with 75% ($22,500) allocated to the LWDA and 25% ($7,500) allocated to the Individual PAGA Payments. (SA, § 3.2.5.) The Aggrieved Employees are defined as "all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California from August 25, 2022, until the date of preliminary approval of the Settlement or July 31, 2024, whichever is earlier (the 'PAGA Period')." (SA, § 1.4.) As discussed above, the Aggrieved Employees' portion of the PAGA penalties will be distributed on a pro-rata basis and the Aggrieved Employees are subject to a separate release. (*Id.*, §§ 1.24, 3.2.5.1, 5.3.) The Agreement makes clear that the Aggrieved Employees cannot opt-out of the PAGA portion of the settlement. (*Id.*, § 7.5.4.)

As discussed above, Counsel estimated Defendant's maximum PAGA exposure to be $431,600, but applied a 90% reduction to account for the risks, resulting in a realistic exposure of $43,160. (Yslas Decl., ¶ 23.) The PAGA allocation therefore represents approximately 6.95% of Defendant's maximum exposure and 69.5% of Defendant's realistic exposure. The Court finds the PAGA allocation reasonable under the circumstances and it is preliminarily approved.

Proposed Class Notice

The notice to Class Members must fairly apprise the prospective members of the terms of the settlement without expressing an opinion on the merits of the settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp*. (2000) 85 Cal.App.4th 1135, 1164; see also Cal. Rule of Court, Rule 3.769.) "Whether a claimant would want to accept or reject the proposed settlement is a decision to be made by him independently and without influence or pressure from those competing parties who either favor or oppose the settlement." (*Phila. Hous. Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F.Supp. 364, 378.)

Here, the Notice accurately describes the settlement and fairly apprises the Class. (SA, Exh. A ("Notice").) However, the Notice includes the following language: "Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees." (Notice, p. 24.) This language is unnecessary and may improperly discourage class members from objecting to the settlement. Accordingly, it must be removed.

With that modification, the Notice is approved.

Class Counsel Fees and Costs

The Agreement provides for the payment of attorneys' fees of not more than 33 and 1/3% (estimated to be $197,504.67) and a Class Counsel litigation expenses payment of not more than $22,500. (SA, § 3.2.2.) Plaintiff argues that the requested award is (1) reasonable as a percentage of the common fund; (2) in line with typical cases, (3) appropriate because this matter involves a fee-shifting provision of the Labor Code; and (4) supported by the experience, reputation, and ability of Class Counsel. (Mot., pp. 17:2-19:16.)

The requested award is preliminarily approved. In moving for final approval, the Court expects Counsel to support their arguments with respect to this amount, including by providing information necessary to perform a lodestar analysis. (See *In re Activision Sec. Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1379; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 & fn. 13.; *Martin v. Ameripride Servs.* (S.D. Cal. June 9, 2011), 2011 WL 2313604 at *22 (collecting cases); *Vasquez v. Coast Valley Roofing, Inc*. (E.D. Cal 2010) 266 F.R.D. 482, 491 (same); see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 & n.11.)

The Court also preliminarily approves the Agreement's allocation for litigation expenses with the expectation that Counsel will provide a declaration, in moving for final approval, that shows actual costs.

Settlement Administrator

The Agreement designates ILYM Group, Inc. ("ILYM") as Settlement Administrator and allocates an amount not to exceed $15,000 for settlement administration costs. (SA, §§ 3.2.3, 7.1.) ILYM has provided a not to exceed estimate of $14,350. (Yslas Decl., ¶ 10, Exh. 2.) ILYM is appointed as Settlement Administrator and the allocation is reasonable and preliminarily approved.

Class Representative Service Payment

The Agreement provides for a Class Representative Service Payment to Plaintiff of not more than $15,000. (SA, § 3.2.1.) Plaintiff describes his efforts and estimates that he has spent at least 45 hours litigating this case. (Goosby Decl., ¶¶ 6-11.) While the requested service payment is higher than those typically awarded by this Court, it is preliminarily approved. The Court may exercise its discretion to reduce this amount at final approval.

Compliance Hearing

The Court sets a Compliance Hearing for **August 23, 2024 at 10:30 a.m.** Plaintiff shall file a copy of his LWDA notice and provide proof of submission of the settlement to the LWDA no later than August 16, 2024. Plaintiff shall also provide a revised Notice and redline copy for the Court's review.

If Plaintiff adequately addresses the Court's concerns, the Court will sign the PO submitted with Plaintiff's moving papers, correcting the settlement administration costs in paragraph 10.

Final Approval Hearing

The Court will again review and consider the terms of this settlement at the time of the final approval hearing. The Court sets a Final Approval Hearing for **March 14, 2025 at 9:00 a.m**. If either party is unavailable on that date, the parties shall meet and confer to identify three other Fridays at 9:00 a.m. that work for the parties to schedule the hearing. They shall then submit those dates to the Court via email at Dept22@saccourt.ca.gov, and the Court will reschedule the hearing accordingly.

The briefing shall be filed in conformity with Code of Civil Procedure section 1005.

To request oral argument on this matter, you must call Department 22 at (916) 874-5762 by 4:00 p.m., the court day before this hearing and notification of oral argument must be made to the opposing party/counsel. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Parties requesting services of a court reporter may arrange for private court reporter services at their own expense, pursuant to Government code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf. The list of Court Approved Official Reporters Pro Tempore is available at https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf.

If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. The signed form must be filed with the clerk prior to the hearing.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the *hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.*

If oral argument is requested, the Parties are encouraged to appear via Zoom with the links below:

To join by Zoom link - https://saccourt-ca-gov.zoomgov.com/my/sscdept22
To join by phone dial (833) 568-8864 ID 16184738886

Counsel for Plaintiff is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

/s/ V. Aleman

By: V. Aleman, Deputy Clerk

Minutes of: 08/09/2024
Entered on: 08/09/2024