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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

HERMINIO DERAS CEPEDA, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

ALLIED LANDSCAPE SERVICES, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: C23-01980

[Assigned for all purposes to Hon. Charles S.
Treat, Dept 12]

CLASS ACTION

**SECOND AMENDED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 7, 2024
Time: 9:00 a.m.
Courtroom: Dept. 12
Judge: Hon. Charles S. Treat

Action Filed: August 10, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 This matter came on for hearing on November 7, 2024, upon Plaintiff's Motion for Final
3 Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND
4 PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement" or "Settlement").
5 (See Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and
6 Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

7 On November 6, 2024, this Court posted a tentative ruling granting Plaintiff's Motion for Final
8 Approval of Class and Representative Action Settlement. The tentative ruling approved PAGA penalties
9 in the amount of \$50,000, resulting in a payment of \$37,500 to the Labor and Workforce Development
10 Agency. Plaintiff's counsel filed an Amended Proposed Order, that incorporated the tentative ruling,
11 however it inadvertently listed the amount to be paid to Labor and Workforce Development Agency as
12 \$75,000.00. The purpose of this Second Amended Order is to correct the PAGA Penalties allocation, but
13 is otherwise substantively identical to the Amended Order signed by this Court on November 15, 2024.

14 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
15 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court
16 Orders as follows:

17 1. The Court's tentative ruling for the November 7, 2024 hearing is attached hereto as
18 Exhibit 1 and is incorporated herein in its entirety as part of the Order of this Court.

19 2. To the extent defined in the Agreement, the terms in this Order shall have the meanings
20 set forth therein.

21 3. The Court finds that the Settlement has been reached as a result of intensive, serious and
22 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted thorough
23 investigation and research, and the attorneys for the Parties are able to reasonably evaluate their
24 respective positions. The Court also finds that settlement at this time will avoid additional substantial
25 costs, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 action. The Court finds that the risks of further prosecution are substantial.

27 4. The Parties' Settlement is granted final approval as it meets the criteria for final
28 settlement approval. In granting final approval of the class action settlement the Court has considered the

1 factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v.*
2 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706
3 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable, and
4 adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the range of
5 possible approval as fair, adequate and reasonable, and appears to be the product of arm's-length and
6 informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
7 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
8 § 382.

9 5. The Class Notice provided to the Settlement Class conforms with the requirements of
10 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
11 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
12 under the circumstances, by providing individual notice to all Class Members who could be identified
13 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
14 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of
15 due process.

16 6. The following persons are certified as Class Members solely for the purpose of entering
17 a settlement in this matter:

18 All persons employed by ALLIED as hourly-paid or non-exempt employees in the
19 State of California during the Class Period. (the "Class Period" is August 10, 2019 to
20 June 30, 2024). (Settlement, ¶ 1.5, 1.12.) "Participating Class Members" means a Class
Member who does not submit a valid and timely Request for Exclusion from the Class
portion of the Settlement. (Settlement, ¶ 1.9, 1.34).

21 No Class Members requested exclusion from the Class. All Class Members are Participating Class
22 Members and are bound by the Final Approval Order and Judgment in the Action.

23 7. Plaintiff HERMINIO DERAS CEPEDA is appointed as the Class Representative. The
24 Court finds Plaintiff's counsel is adequate, as they are experienced in wage and hour class action
25 litigation and have no conflicts of interest with absent Class Members, and that they adequately
26 represented the interests of absent class members in the Litigation. Moon Law Group, PC, is appointed
27 Class Counsel.

1 8. All Class Members who worked at any time between August 10, 2022 and June 30,
2 2024, are "Aggrieved Employees" for purposes of distributing the \$12,500.00 as Individual PAGA
3 Payments. Class Members cannot opt out of the release of the PAGA claims and will therefore receive
4 a share of the \$12,500.00, irrespective of whether they are Participating Class Members.

5 9. The Court appoints Phoenix Class Action Administration Solutions, to act as the
6 Settlement Administrator, pursuant to the terms set forth in the Agreement.

7 10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
8 compensation to the Class Members shall be implemented pursuant to the terms of the Settlement and
9 this Final Approval Order.

10 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
11 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
12 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
13 **\$7,500.00**.

14 12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
15 of **\$166,666.67**. However, five percent of the attorneys' fees, \$8,333.33, shall be held by the
16 Administrator until the Court reviews and approves the compliance report. Thus, the initial distribution
17 of fees to Class Counsel shall be in the amount of \$158,333.34. Litigation expenses in the amount of
18 **\$18,000.00** to Class Counsel are approved by the Court.

19 13. The Court approves and orders payment in the amount of **\$10,000.00** to Phoenix
20 Settlement Administrators, for performance of its services as the Settlement Administrator.

21 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
22 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
23 have been completed.

24 15. The Court sets a non-appearance case review regarding compliance with all fund
25 distribution requirements under the Settlement for June 26, 2025, at 9:00am, in Dept. 12 of the above-
26 entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding
27 compliance, shall be filed with the Court no later than June 19, 2025.

28 16. The Court approves and orders payment in the amount of **\$37,500.00** to the Labor and

1 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
2 General Act of 2004 (Labor Code § 2698 *et seq.*).

3 17. Once Defendant fully funds the Settlement by paying all amounts due under the
4 Agreement and this Order, the Class Representative and each Putative Class Member will release Class
5 claims as follows:

6 All Participating Class Members, on behalf of themselves and their respective former
7 and present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
9 could have been alleged, based on the Class Period facts stated in the Operative
10 Complaint, including, e.g., all claims for (1) Failure to Pay Minimum Wages; (2)
11 Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4) Failure
12 to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary Business
13 Expenses; (6) Failure to Timely Pay Final Wages at Termination; (7) Failure to Provide
14 Accurate Itemized Wage Statements; and (8) Unfair Business Practices (Bus. & Prof.
Code § 17200, *et seq.*). Excluded from this portion of the release are 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. Except as set
forth in Section 5.3 of [the] 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.

15 (Agreement, ¶ 5.2.)

16 18. Once Defendant fully funds the Settlement by paying all amounts due under the
17 Agreement and this Order, the Aggrieved Employees will release PAGA claims as follows:

18 The LWDA and all Class Members who are Aggrieved Employees are deemed to
19 release, on behalf of themselves and their respective former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
21 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.

22 (Agreement, ¶ 5.3.)

23 19. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
24 pursuant to Labor Code § 2699(1)(3).

25 20. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
26 in the Settlement Agreement.

27 21. The Court retains jurisdiction to consider all further applications arising out of or in
28 connection with the settlement.

22. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by posting it on its website.

IT IS SO ORDERED.

Dated: NOV 22 2024


Hon. Charles S. Treat
CONTRA COSTA SUPERIOR COURT JUDGE

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT
HEARING DATE: 11/07/2024

GENERAL INSTRUCTIONS FOR CONTESTING TENTATIVE RULINGS IN DEPT. 12

NOTE PROCEDURE CAREFULLY

The tentative ruling will become the Court's ruling unless by 4:00 p.m. of the court day preceding the hearing, counsel or self-represented parties email or call the department rendering the decision to request argument and to specify the issues to be argued. Calling counsel or self-represented parties requesting argument must advise all other affected counsel and self-represented parties by no later than 4:00 p.m. of their decision to appear and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (*Local Rule 3.43(2).*)

Note: In order to minimize the risk of miscommunication, parties are to provide an **EMAIL NOTIFICATION TO THE DEPARTMENT OF THE REQUEST TO ARGUE AND SPECIFICATION OF ISSUES TO BE ARGUED**. Dept. 12's email address is: dept12@contracosta.courts.ca.gov. Warning: this email address is not to be used for any communication with the department except as expressly and specifically authorized by the court. Any emails received in contravention of this order will be disregarded by the court and may subject the offending party to sanctions.

Submission of Orders After Hearing in Department 12 Cases

The prevailing party must prepare an order after hearing in accordance with CRC 3.1312. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

Law & Motion

1. 9:00 AM CASE NUMBER: C22-01732
CASE NAME: FULLER ENTERPRISES, INC. VS. STATE NATIONAL INSURANCE CO., INC.
HEARING IN RE: PETITION TO CORRECT OR ALT, VACATE UMPIRE'S AWARD
FILED BY: FULLER ENTERPRISES, INC.
TENTATIVE RULING:

Fuller Enterprises, Inc.'s petition to correct or vacate the umpire's award is **continued to December 5, 2024**. The Court requests supplemental briefing of no more than seven pages double spaced that shall be filed and served no later than November 22, 2024 (courtesy copies would be prudent). The parties may also file additional evidence, including declarations, that address the following issues:

- (1) What was the appraisers' understanding of the agreement in the April 3, 2024 email chain? Nolen's email states that they "put the remaining discrepancies to bed" and that the "total agreed RCV is \$342,700" and Essary responds with confirmation of these statements. The Court's initial reading of this email chain is that the appraisers agreed on all disputes in the

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plaintiff argues) the above language could be read to impose a general, unlimited duty not to “negligently” fail to inspect or repair, that express contractual language would be dead letter.

Plaintiff also cites cases to the effect that an HOA’s duties cannot be delegated to its owners. But delegation has to do only with *who owes* a duty, not *what duty* is owed, nor *to whom* it is owed. The non-delegability principle may stick a party indelibly with a duty it owes, but it creates no duty that the party doesn’t owe. The HOA’s argument here isn’t that it delegated to the landlord defendants the HOA’s duties to repair and maintain the gutters and downspouts; it is that the HOA owed no such duty in the first place, and in particular it owed no such duty to plaintiff. “Non-delegability” of a duty is a non-issue if there is no such duty in the first place.

There are additional problems with the FAC as to particular counts. Plaintiff’s premises liability claim necessarily assumes that the HOA had the duties of a landlord to a tenant. But plaintiff acknowledges that her landlords were the landlord defendants, not the HOA. She articulates no basis on which she could assert a premises-liability claim against a defendant with whom she admitted had no lease, no contract, and no landlord-tenant relationship.

As for her nuisance claim: Plaintiff’s opposition makes no argument as to the sufficiency of a nuisance theory. Defendant argues that plaintiff cannot state a claim for nuisance because her claim rests on nuisance by omission, which requires plaintiff to establish that the Association had a duty to take affirmative action to prevent or abate the issue. (*City of Pasadena v. Superior Court* (2014) 228 Cal.App.4th 1228, 1237 [where liability for nuisance predicated on the failure to abate the nuisance, negligence is said to be involved], quoting *Lussier v. San Lorenzo Valley Water Dist.* (1988) 206 Cal.App.3d 92, 105.) Where liability for creating a nuisance could only have arisen from its alleged negligence, there must be a finding of negligence to prevail on the claim. (*Lussier*, 206 Cal.App.3d at 106.)

Effective January 6, 2025, this case is reassigned to Department 39 for all purposes.

5. 9:00 AM CASE NUMBER: C23-01980

CASE NAME: HERMINIO CEPEDA VS. ALLIED LANDSCAPE SERVICES, INC.

*HEARING ON MOTION IN RE: FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT

FILED BY:

TENTATIVE RULING:

Plaintiff Herminio Cepeda moves for final approval of his class action and PAGA settlement with defendant Allied Landscape Services, Inc. He also moves for approval of his attorney’s fees, litigation costs, administration costs, and representative payments.

Since preliminary approval was granted, the administrator has mailed notices to 533 class members. Remarkably, none of them was returned by the post office, leaving none non-deliverable. No objections or opt-out requests have been received.

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MARTINEZ, CA
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HEARING DATE: 11/07/2024

The motion is **granted**.

A. Background and Settlement Terms

Defendant is, as its name suggests, in the business of designing, installing, and maintaining landscaping and irrigation. Plaintiff was employed there in a non-exempt position between May 2021 and August 2022, though his job position is not described.

The original complaint was filed on August 10, 2023 as a class action. PAGA claims were added by later amendment.

The settlement will create a gross settlement fund of \$500,000. The class representative payment to the plaintiff will be \$7,500. Attorney's fees will be \$166,667 (one-third of the settlement). Litigation costs will not exceed \$18,000. The settlement administrator's costs are \$10,000. PAGA penalties will be \$50,000, resulting in a payment of \$37,500 to the LWDA. The net amount paid directly to the class members will be about \$247,833, not including distribution of PAGA penalties. The fund is non-reversionary. There are 533 class members. Based on the estimated class size, the average net payment for each class member is approximately \$465. The individual payments will vary considerably, however, because of the allocation formula prorating payments according to the number of weeks worked during the relevant time. The number of aggrieved employees for PAGA purposes is smaller, 278, because the starting date of the relevant period is later.

The entire settlement amount will be deposited with the settlement administrator within 30 days after the effective date of the settlement.

The proposed settlement will certify a class of all current and former non-exempt employees employed at Defendants' California facilities between August 10, 2019 and June 30, 2024. For PAGA purposes, the period covered by the settlement is August 10, 2022 to June 30, 2024.

The class members will not be required to file a claim. Funds will be apportioned to class members based on the number of workweeks worked during the class period. Settlement checks not cashed within 180 days will be cancelled, and the funds will be directed to the controller's unclaimed property fund.

The settlement contains release language covering all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the operative pleading, including a number of specified claims. Under recent appellate authority, the limitation to those claims with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ("A court cannot release claims that are outside the scope of the allegations of the complaint.") "Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint" is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Formal discovery was undertaken, resulting in the production of substantial documents. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

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Counsel also has provided an analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies. For example, much of plaintiff's allegations centers on possible off-the-clock work, including missed or skipped meal breaks and rest breaks. Defendant, however, pointed out that its formal policies prohibit off-the-clock work, and asserted that it would have had no knowledge of employees beginning work before punching in or continuing after punching out. Further, it argued that it was required to make meal and rest breaks available, but not required to ensure that they be taken, so long as no employer policy prevented or discouraged taking such breaks. As to unreimbursed employee expenses (such as cell phone use, mileage, and masks), plaintiff would have been called on to show that such expenses were in fact incurred, were reasonably necessary to job performance, and were unreimbursed. Furthermore, the fact-intensive character of such claims would have presented a serious obstacle to class certification.

The potential liability needs to be adjusted for various evidence and risk-based contingencies, including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court. (See Labor Code § 2699(e)(2) (PAGA penalties may be reduced where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory.")) Moreover, recent decisions may make it difficult for PAGA plaintiffs to recover statutory penalties, as opposed to actual missed wages. (See, *e.g.*, *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.)

Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently with the filing of the motion.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "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 state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement." (See also *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal.App.5th 521.)

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. The Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees." (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.

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(*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, “the court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “where the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney Fees and Other Costs

Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund” theory, or \$166,667. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.)

Accordingly, plaintiff has provided information concerning the lodestar fee amount. He estimates the lodestar at \$133,277, representing an implied multiplier of about 1.25. No adjustment from the one-third fee is necessary. The attorney’s fees are reasonable and are approved.

The requested representative payment of \$7,500 for the named plaintiff was deferred until this final approval motion. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07. Plaintiff has provided a declaration in support of the request. Plaintiff points out that he executed a broader release than the class as a whole, but does not identify any particular claims of value that he may have. He also risks damage to his reputation and more difficulty in obtaining employment. The representative payment is approved.

Plaintiff’s counsel has shown litigation costs in excess of \$20,000 (mostly mediation, filing, and consultant fees). The present request, however, is limited to the settlement cap, \$18,000. These costs are reasonable and are approved.

The settlement administrator’s costs of \$10,000 are reasonable and are approved.

D. Discussion and Conclusion

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval. The allocation of PAGA penalties among the aggrieved employees (based on pay periods) is reasonable.

The motion is granted.

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Counsel are directed to prepare an order reflecting this entire tentative ruling and the other findings in the previously submitted proposed order and a separate judgment.

The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, to be determined in consultation with the Department's clerk by phone. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. Five percent of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

Effective January 6, 2025, this case is reassigned to Department 39 for all purposes.

6. 9:00 AM CASE NUMBER: C24-00643

CASE NAME: ANDREW HAYES VS. MICHAEL SAMUDA

***HEARING ON MOTION IN RE: TO BE RELIEVED AS COUNSEL
FILED BY:**

TENTATIVE RULING:

Counsel to appear to state grounds for withdrawal. If the grounds are non-confidential (such as inability to contact plaintiff), the appearance may be by Zoom. If the grounds will include confidential matters, the appearance should be in person. The Court notes that the declaration in support states that counsel has lost contact with plaintiff, but it also recites that plaintiff is aware of the substance and hearing date of the motion. Plaintiff may also appear to state his views on withdrawal and his intentions with respect to continuing this lawsuit.

The CMC now set for December 6, 2024 will also be an order to show cause why the case should not be dismissed for loss of contact with plaintiff and failure to prosecute the case.

Effective January 6, 2025, this case is reassigned to Department 39 for all purposes.

7. 9:00 AM CASE NUMBER: MSC19-02703

CASE NAME: WU VS. WEST CONTRA COSTA USD

***HEARING ON MOTION FOR DISCOVERY TO COMPEL ATTENDANCE AT CONTINUED DEPO; AND
FOR SANCTIONS**

FILED BY: WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

TENTATIVE RULING:

Defendant's unopposed motion to compel attendance at continued deposition is **granted**. Plaintiff is ordered to appear for deposition at the office of defendant's counsel on December 2, 2024, at 10:00 a.m., unless a different time or place is agreed to in writing. Defendant should arrange for an

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **SECOND AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original ☒ a true copy thereof ☒ to interested parties as follows ☐ as stated on the attached service list:

Annette Rose
Natalie B. Fujikawa
GORDON REES SCULLY MANSUKHANI, LLP
3 Parkcenter Drive, Suite 200
Sacramento, CA 95825
Telephone: (916) 565-2900
Facsimile: (916) 920-4402
arose@grsm.com
nfujikawa@grsm.com

Counsel for Defendant

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this court at whose direction the service was made, or I am a member of the bar of this court. Executed this **November 19, 2024**, at Los Angeles, California.

Jill Eaton
Type or Print Name

/s/ Jill Eaton
Signature