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FILED

By Superior Court of California, County of San Mateo

ON 08/21/2025

By /s/ Correa, Haley

Deputy Clerk

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4 *Counsel for Plaintiff*

8/18/2025

5 **CLERK OF THE SUPERIOR COURT**
SAN MATEO COUNTY

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
7
8 **FOR THE COUNTY OF SAN MATEO**

9 MARCO UYU CHAMALE, an individual, on
behalf of the State of California,

10 Plaintiff,

11 v.

12 TIMBER & SALT LLC, a California limited
13 liability company; and DOES 1 through 10,
14 inclusive,

15 Defendants.

Case No.: 23-CIV-04722

[Hon. Jeffrey R. Finigan]

**~~PROPOSED~~ PRELIMINARY APPROVAL
ORDER**

Action Filed: October 10, 2023

Trial Date: None Set

~~PROPOSED~~ **PRELIMINARY APPROVAL ORDER**

Plaintiff Marco Uyu Chamale's ("Plaintiff") unopposed Motion for Preliminary Approval of Class Action Settlement is GRANTED, subject to the parties including the revisions set forth herein in the Motion for Final Approval.

This is a class and representative action for alleged wage and hour violations. (First Amended Complaint (FAC), filed March 6, 2025, ¶ 1.) Plaintiff brings his action against Defendant Timber & Salt, LLC ("Defendant"). (*Ibid.*) The Court has reviewed the moving papers, including the settlement agreement, which is attached as Exhibit A to the declaration of Aubry Wand, filed February 19, 2025 ("Settlement" or "SA"). The Settlement is for \$98,000. It is estimated that there are approximately 113 class members and 105 Aggrieved Employees. The settlement will provide a payment of \$7,500 to the California Labor and Workforce Development Agency (i.e., 75% of the \$10,000 amount allocated to resolve the PAGA allegations). The remaining \$2,500 shall be distributed amongst Aggrieved Employees. Taking a simple average, this results in a payment of approximately \$24 for each Aggrieved Employee. Although meager, the Court takes into consideration that the aggrieved employees will also be receiving payments under the class portion of the case. Based on the PAGA payment and requested attorneys' fees, costs, service award, and settlement administration cost, the Court finds that the Net Settlement Amount is approximately \$25,833. Taking a simple average, this results in an average individual settlement payment of \$228 for each class member.

In ruling on class action and PAGA settlements, the Court has a duty to independently determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76 77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 66.) Review of a proposed class action settlement typically involves a two-step process: preliminary approval and a subsequent final approval hearing. (*Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118; Cal. Rules of Court, 3.769; Code. Civ. Proc., § 581, subd. (k).) Precertification settlements in class actions should be scrutinized carefully. (*Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 743.) This is accomplished through careful review by the trial court, and

1 precertification settlements are routinely approved where they are found fair, adequate and reasonable.
2 (*Ibid.*) “Due regard ... should be given to what is otherwise a private consensual agreement between the
3 parties. The inquiry must be limited to the extent necessary to reach a reasoned judgment that the
4 agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties,
5 and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (7–*Eleven*
6 *Owners for Fair Franchising v. The Southland Corporation* (2000) 85 Cal.App.4th 1135, 1145, quoting
7 *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The test is not whether the maximum
8 amount is secured, but whether the settlement is reasonable under all circumstances. For example, a trial
9 court does not abuse its discretion in approving a settlement when it found that the settlement was
10 achieved at arm's length negotiation, including review of the mediator's declaration; the fact the case was
11 vigorously litigated; plaintiff was represented by experienced counsel; the number of class members who
12 objected or opted out was very small; and plaintiff faced considerable risk in proceeding to trial. (*Cho*,
13 *supra*, at p. 745.)

14
15 The trial court possesses a broad discretion to determine the fairness of the settlement; a
16 discretion exercised through the application of a handful of identified criteria. Both the federal circuit
17 courts and our Court of Appeal have adopted a mix of relevant considerations, including “[1] the strength
18 of plaintiffs' case, [2] the risk, expense, complexity and likely duration of further litigation, [3] the risk of
19 maintaining class action status through trial, [4] the amount offered in settlement, [5] the extent of
20 discovery completed and the stage of the proceedings, [6] the experience and views of counsel, ... and [7]
21 the reaction of the class members to the proposed settlement.” (*Dunk, supra*, 48 Cal.App.4th at p. 1801.)
22 The list of factors is not exhaustive and “should be tailored to each case.” (*Id.* at p. 1801.) According to
23 the *Dunk* court, “a presumption of fairness exists where: (1) the settlement is reached through arm's-
24 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
25 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”
26 (*Id.* at p. 1801.)

1 With the modifications noted above and discussed further herein, the Court finds that the
2 settlement is fair, reasonable, and adequate in view of the aforementioned standards/purposes. The
3 following adjustments to the Settlement should be made and included in the Motion for Final Approval.

4
5 The Class Member release should be more narrowly tailored to apply to claims that were raised or
6 *reasonably* could have been raised based on the facts in the FAC. The parties should add language
7 to Plaintiff's individual release so that it is tied to the claims in the FAC. (*Amaro v. Anaheim*
8 *Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537-538.)

9
10 The proposed Notice should be edited as follows:

- 11 • Just after the title, "Class Notice", the Notice should include the name of the case and a
12 one-sentence description (for example, the one at the beginning of the "Why should you
13 read this Notice?" section) to orient putative class members. (Notice, p. 1.)
- 14 • It is unclear why Plaintiff's last name in the case name only includes Uyu, and parties
15 should explain to the Court why they do not refer to Plaintiff as Uyu Chamale or Chamale.
16 (*Ibid.*)
- 17 • Parties should bold the sentence "It is not possible to exclude yourself from the Settlement
18 intended for PAGA members." (*Ibid.*)
- 19 • In the box entitled "Summary of Your Legal Rights and Options in this Settlement," in the
20 description of "Object," the parties should note that more information on the Final
21 Approval hearing and Settlement Administrator's contact information are included later in
22 the notice. The parties should consider adding section numbers to more easily reference
23 where different information is located. (*Ibid.*)
- 24 • In the section entitled "What is this case about?" the second line should read "(a) failure to
25 provide meal periods; (b) failure to provide rest breaks; (c) failure to pay overtime wages .
26 . ." (*Ibid.*)
- 27 • The notice refers to an Operative Complaint but does not first state that Plaintiff filed a
28 complaint, or on which date, or which complaint is the operative one. (*Ibid.*)

- In the section entitled “When and how will I receive payment?”, the final line of the section should read “may wish to consult with your own tax advisors . . .” (*Id.* at pp. 2-3.)
- The Notice should be updated with Department 24’s current location in the Central Branch. (*Id.* at p. 4.)

Parties should specify whether they will be sending the Notice in English and Spanish, and if only sending in English, justify that decision.

The parties should change the response deadline to 60 days.

Plaintiff shall file his FAC online as required by Lab. Code § 2699(s)(1).

Plaintiff’s name appears as “Marco Chamale Uyu” in the Proposed Order. (Proposed Order, ¶ 5.) This is incorrect according to all the other documents.

Plaintiff only requests that Aubry Wand of the Wand Law Firm be appointed as counsel. (Proposed Order, ¶ 6.) Mr. Wand should confirm that he was the only attorney from his firm who worked on this matter or else seek to appoint the firm.

The Court finds that the requirements for preliminary approval have been met. Plaintiff provided notice to the Labor Workforce Development Agency (LWDA) as required by Lab. C. § 2699.3(a)(1)(A). (Wand Dec., ¶ 11, Ex. B.) The settlement was negotiated at arms-length. (MPA, p. 2:25-26.) The Settlement is Within the Ballpark of Reasonableness. Although \$98,000 is not a substantial sum, Plaintiff notes that during mediation, Defendant shared confidential profit and loss statements demonstrating that Defendant had been operating at a net loss for the past few years. (MPA, p. 7:14-19.) There has been sufficient investigation and discovery, and Plaintiff’s counsel is experienced in similar litigation.

1 The Court finds that the allocation of the settlement between the class and PAGA is fair and
2 reasonable. (*Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 589.)

3
4 Class certification is appropriate. Plaintiff demonstrates numerosity and ascertainability. Common
5 issues predominate over whether Defendant violated wage and hour laws. Superiority is satisfied because
6 of the benefits and efficiencies of this proposed settlement, when compared to continued litigation of the
7 case on either a class basis or through multiple individual lawsuits. Plaintiff represents that his claims are
8 the same as those of the class members he seeks to represent and the court agrees. Plaintiff has met his
9 burden to demonstrate that he does not have any disabling conflicts and his counsel is adequate to
10 represent the class. The Court will approve the appointment of Plaintiff Marco Uyu Chamale as class
11 representative and Aubry Wand of The Wand Law Firm, P.C. as class counsel.

12
13 The Court will decide on attorneys' fees, costs and incentive award at a hearing based upon a
14 noticed motion, which will be heard on the same date as the hearing on final approval. Plaintiff's counsel
15 is to submit evidence supporting each of these requests. For the attorneys' fees award, counsel shall
16 provide sufficient evidence so that the Court can perform a lodestar cross-check, including either billing
17 records or comparable evidence, including which attorneys or support staff worked on each task, support
18 for the hourly rate as reasonable in San Mateo County, and evidence, if any, supporting an award of a
19 multiplier. For the costs, they shall be sufficiently identified so that the Court can determine their
20 reasonableness. For the service award, the Court will consider an award of up to \$7,500. The class
21 representative must submit a declaration with specific facts regarding his contributions; general
22 statements are insufficient. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785,
23 805.) If there are any specific claims of Plaintiff that are consideration for any general release or specific
24 reputational harm, Plaintiff shall identify them for the Court. Some of this information has already been
25 provided but should also be provided in the motion for attorneys' fees, costs and service awards.

26
27 The final proposed order shall append the Settlement Agreement and Notice.
28

1 The Final Approval Hearing is scheduled for March 13, 2026 at 2:00 p.m.

2
3 **IT IS SO ORDERED.**

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SIGNED

By /s/ Finigan, Jeffrey

08/20/2025

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5 DATED: _____

6 Honorable Jeffrey R. Finigan
7 Judge of the Superior Court
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