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Attorneys for Plaintiffs and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MOISES FLORES, JOSE VALDIVIA individually, and on behalf of all others similarly situated, Plaintiffs, vs. BEACHCOMBER AT CRYSTAL COVE, LLC, a limited liability company; and DOES 1 through 50, inclusive, Defendants.	**CASE NO.: 30-2023-01356375-CU-OE-CXC** **NOTICE OF RULING RE PAGA SETTLEMENT APPROVAL MOTION**

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on March 5, 2026, this Court issued a tentative ruling regarding the Motion for Approval of PAGA Settlement brought by Moises Flores and Jose Valdivia ("Plaintiffs"). The tentative ruling granted the motion but required a revised Proposed Order. Ian Silvers, of Bisnar Chase, appeared for Plaintiff. Linh Tran of Raines Feldman Littrell LLP appeared for Defendant. Plaintiff's counsel sought clarification of some items and the submitted on the tentative, which then became the ruling of the Court. Attached as **Exhibit A** is a true and correct copy of the tentative ruling, which directed Plaintiff to give notice, including to the LWDA, and to file a proof of service.

DATED: March 6, 2026

BISNAR CHASE LLP/CULVER LAW FIRM

By: Ian M. Silvers

BRIAN D. CHASE
IAN M. SILVERS
FARID MASOUD
Attorneys for Plaintiffs

EXHIBIT A

LAW & MOTION CALENDAR
TENTATIVE RULINGS

March 5, 2026

Judge Melissa R. McCormick
Dept. CX105

Department CX105 hears law and motion on Thursdays at 2:00 p.m.

Court reporters: Official court reporters typically are not provided in this department for any proceedings. If the parties desire the services of a court reporter, the parties should follow the procedures set forth on the court's website at www.occourts.org.

Tentative rulings: The court endeavors to post tentative rulings on the court's website by 9:00 a.m. the day of the hearing. Tentative rulings may not be posted in every case. Please do not call the department for tentative rulings if tentative rulings have not been posted.

Submitting on tentative rulings: If all parties intend to submit on the tentative ruling and do not desire oral argument, please advise the courtroom clerk or courtroom attendant by calling (657) 622-5305. Please do not call the department unless all parties submit on the tentative ruling. If all parties submit on the tentative ruling and so advise the court, the tentative ruling will become the court's final ruling, and the prevailing party shall give notice of the ruling.

Appearances and public access: Appearances, whether in person or remote, must comply with Civil Procedure Code section 367.75, California Rule of Court 3.672, Orange County Superior Court Local Rule 375, and Orange County Superior Court Appearance Procedure and Information—Civil Unlimited and Complex (pub. 9/9/22).

Unless the court orders otherwise, remote appearances will be conducted via Zoom. All counsel and self-represented parties appearing via Zoom must check in through the court's civil remote appearance website before the hearing begins. Check-in instructions are available on the court's website.

The public may attend hearings by coming to court or via remote access as described above.

Photographing, filming, recording and/or broadcasting court proceedings are prohibited unless authorized pursuant to California Rule of Court 1.150 or Orange County Superior Court Local Rule 180.

Non-appearances: If nobody appears for the hearing and the court has not been notified that all parties submit on the tentative ruling, the court shall determine whether the matter is taken off calendar or the tentative ruling becomes the final ruling. The court also might make a different order. *See Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442 n.1.

NO.	CASE NAME	MATTER
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3	[redacted] [redacted]	[redacted] [redacted]

		[redacted]
4	Flores, et al. v. Beachcomber at Crystal Cove, LLC 2023-01356375	Plaintiffs' Motion for Approval of PAGA Settlement The court has reviewed and considered the papers, including the supplemental papers, filed in support of plaintiffs' motion for approval of an $287,500 PAGA settlement. Subject to plaintiffs' submission of the documents identified below, the court grants the motion as follows: $5,000.00 enhancement award to each named plaintiff (total $10,000.00); $86,250.00 for attorneys' fees; $20,022.25 for attorneys' costs; $5,000.00 for settlement administration fees; and $166,227.75 total PAGA penalties ($124,670.81 to LWDA). Plaintiffs are ordered to submit by March 12, 2026 a proposed order and judgment (including the above amounts) with all exhibits attached (the signed settlement agreement, the signed amendments thereto, and one copy of the notice letter revised as set forth in this paragraph). The proposed order and judgment lodged December 11, 2026 (ROA 136) has three copies of the notice letter attached. In addition, the word "reasonable" in the fourth paragraph on page 1 of the notice letter should be "reasonably," and the following sentence should be removed from the notice letter: "The release is made through the California Labor and Workforce Development Agency, on whose behalf Plaintiffs are acting as proxies and agents as a result of the PAGA Notice." The final accounting hearing is scheduled for December 10, 2026 at 9:00 a.m. in Department CX105. Plaintiffs shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the Aggrieved Employees and the other amounts distributed under the settlement, including any uncashed checks. Plaintiffs are ordered to give notice, including to the LWDA, and to file a proof of service.

5	Flores v. KML Services, Inc. 2024-01375907	<u>Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement</u> The court has reviewed and considered the papers filed in support of plaintiff's motion for preliminary approval of an $485,000 class action and PAGA settlement. The court has the following questions and comments: 1. Were the motion papers served on the LWDA? Plaintiff must file with the court a proof of service identifying the specific documents served on the LWDA, when plaintiff served the documents, and how service was effected. <u>As to the settlement</u>: 2. The settlement agreement appears to be undated. 3. How many aggrieved employees are there? 4. The parties should state the estimated high and low individual class payments and the estimated high, low and average individual PAGA payments. 5. Plaintiff should state his total compensation anticipated to be received (including for any individual claims and excluding any enhancement award). 6. The definition of "Individual PAGA Payment" in paragraph 1.24 of the settlement agreement (i.e., calculated based on the number of workweeks) is inconsistent with paragraph 3.2.5.1 and should be revised. 7. The "Released Parties" provision in paragraph 1.41 of the settlement agreement is overbroad as it includes unrelated, unidentified and/or ambiguous third parties such as "affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Defendant," "agents," "attorneys, insurers," "contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing," and "any individual or entity which could be jointly liable with any of the foregoing, including, but not limited to, temporary agencies and PEOs." 8. The "Response Deadline" provision in paragraph 1.43 should include disputes. 9. The phrase "Aggrieved Employees" should be inserted in the first sentence of paragraph 5 after "Class Members" and before "and Class Counsel." 10. The "Release by Participating Class Members Who Are Not Aggrieved Employees" provision in paragraph 5.2 is overbroad. The release of the class members' claims must be fairly tailored to the claims that were or reasonably could have been asserted in the lawsuit based on the facts alleged in the

		operative complaint. The phrase "and ascertained in the course of the Action" should be removed, as should be the stray "(i)." 11. The "Release by Non-Participating Class Members Who Are Aggrieved Employees" provision in paragraph 5.3 is overbroad. Releases for aggrieved employees other than plaintiff should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA. The phrase "and ascertained in the course of the Action" should be removed. 12. Is there a release for participating class members who are aggrieved employees? 13. The court prefers that the notice be accompanied by a separate one-page exclusion form and a separate one-page objection form. The settlement agreement (e.g., ¶¶ 7.5.1, 7.7.2) and the notice (e.g., sections 3(6), 6, 7) should be revised accordingly. 14. The dispute procedure in paragraph 7.6 should be revised to state: (i) the parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and (ii) although the settlement administrator may make the initial decision regarding claim disputes, the court may review any decision made by the settlement administrator regarding a claim dispute. Paragraph 7.8.4 of the settlement agreement and sections 3(8) and 4(3) of the notice should also be revised accordingly. 15. Why is the word "seven" in brackets in paragraph 9 of the settlement agreement? 16. A copy of the LWDA notice letter(s) should be submitted to the court. 17. While the court will not determine the amount of attorneys' fees to be awarded until final approval, the court is unlikely to approve attorneys' fees in excess of 30% of the gross settlement amount absent unique circumstances. Plaintiff's counsel should address in the supplemental filing whether any such unique circumstances exist here. 18. Plaintiff's counsel seeks costs not to exceed $25,000. Plaintiff's counsel should provide an itemized list of costs incurred to date. Nonrecoverable items such as postage, mailing and legal research charges should not be included. 19. Plaintiff seeks an enhancement award of $10,000. While the court will not determine the amount of any enhancement award for plaintiff until final approval, the court is unlikely to approve an enhancement award in excess of $2,500 absent unique circumstances. Plaintiff should address in the

		supplemental filing whether any such unique circumstances exist here. 20. Defendant should state in a declaration filed with the court, whether, after making reasonable inquiry and since the time it signed the settlement agreement, it has become aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declaration(s) shall also state the name and case number of any such case and the procedural status of that case, and describe the impact of the settlement on that case. <u>As to the notice</u>: 21. The notice should be revised consistent with the above. 22. As a general observation, the notice should be substantially shortened and duplicative language and sections should be removed. 23. The phrase "and PAGA" should be inserted after "CLASS ACTION" in the title of the notice and throughout the document, e.g., in the first sentence of the first paragraph on page 1. 24. The second "workweeks" in the first sentence of the fourth paragraph on page 1 should be replaced with "pay periods." The phrase "and/or pay periods" should be inserted in the second sentence of the fourth paragraph on page 1 after "workweeks." 25. The word "already" should be removed from the first sentence of fifth paragraph on page 1. 26. The following sentence at the bottom of page 1 should be removed: "You will be deemed to have carefully read and understood it." 27. The word "strongly" should be removed in the second paragraph of section 1. 28. The word "lengthy" should be removed in the first paragraph of section 2. 29. The word "strongly" should be removed in the first sentence of the second paragraph of section 2. 30. The words "Will Pay" in section 3(1) should not be capitalized. 31. The terms "Gross Settlement" and "Net Settlement" used in the notice (e.g., sections 3(1), 3(3)) do not appear to be defined in the settlement agreement. The notice should not use capitalized terms that are not defined in the settlement agreement.

32. The following sentence should be removed from section 3(2)(A): "To date, Class Counsel have worked and incurred expenses on the Action without payment."

33. The phrase "up to" before "$48,500.00" in section 3(2)(D) should be removed.

34. The discussion of the releases in sections 3(9) and 3(10) should not rephrase or restate the releases, which must, in any event, be revised as stated above. The class members' release and the aggrieved employees' release should each be stated once. In addition, the term "Participating Class Members' Release" in section 3(9), the term "Aggrieved Employees' PAGA Release" in section 3(10), the term "Aggrieved Employees' Releases for Participating and Non-Participating Class Members in section 3(10), and the term "Participating and Non-Participating Class Members" in section 3(10) do not appear to be defined in the settlement agreement. The notice should not use capitalized terms that are not defined in the settlement agreement.

35. The notice should state the methods of submitting exclusions, objections and disputes.

36. The court department in section 8 should be updated (CX105).

37. The third sentence of section 8 should be removed.

38. The notice should advise the aggrieved employees that they are bound by the terms of the PAGA release even if they do not cash their checks.

39. Section 9 should state that the settlement administrator will post all key documents on its website, including the operative complaint, the settlement agreement and any amendments, the class notice and any included forms, the orders granting preliminary and final approval, and the judgment. The judgment should be posted for at least 180 days.

40. The settlement administrator's bid (Lawrence Decl. (ROA 91) Ex. B) includes a charge for language translation. Into what language(s) should the notice be translated? A certified copy of the translated notice should be attached as exhibit to the proposed order.

<u>As to the proposed order (ROA 85)</u>:

41. The proposed order should be revised consistent with the above.

42. Counsel information should be removed from the captain page of the proposed order.

43. The phrase "AND PAGA" should be inserted after "CLASS ACTION" and before "SETTLEMENT" in the caption, the footer and throughout the document.

44. The settlement agreement, any amendment(s) thereto, and the notice packet (in all languages) should be attached to the proposed order as exhibits. Page 2 lines 6-9 and paragraphs 4 and 8 should be revised accordingly.

45. Paragraph 1 should include the following sentence: "The court finds on a preliminary basis that the settlement is fair, adequate, and reasonable, and in the best interests of the class members and the aggrieved employees."

46. The proposed order should state the gross settlement amount, the not-to-exceed amounts of attorneys' fees, attorney costs, plaintiff's enhancement award and settlement administration fees, and the PAGA penalties allocation (including the specific 75% / 25% allocations).

47. The proposed order should address the PAGA settlement, including defining the aggrieved employees and the PAGA period.

48. The word "conditional" in paragraph 1 should be replaced with "preliminarily," and the word "preliminarily" should be inserted before "designates" in three places in paragraphs 2 and 3.

49. The word "Fairness" should be replaced with "Approval" throughout the document.

50. The court department (CX105) should be updated on the caption page and in paragraph 10.

51. The proposed order should include a provision stating: "The court orders the parties and the settlement administrator to carry out their duties and obligations in accordance with terms of the settlement agreement."

52. The proposed order should include a provision stating that the court retains jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

53. The parties should propose a date for the final approval hearing. The court holds final approval hearings on Thursdays at 2:00 p.m. The motion for final approval should be filed and served at least 16 court days before the final approval hearing.

The hearing on plaintiff's motion for preliminary approval of a class action and PAGA settlement is continued to July 16, 2026 at 2:00 p.m. in Department CX105 to permit the parties to address and respond to the above issues. *See also* Department CX105 Guidelines for Approval of Class Action Settlements and PAGA Settlements (www.occourts.org). A supplemental brief shall be filed at least 9 court days before the hearing and shall address as necessary each of the above points. If required, an amendment to the settlement agreement is directed, rather than "amended settlement agreement," to streamline the court's review. The parties shall also provide redlined copies of any revised documents.

Plaintiff is ordered to provide notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any

		supplemental brief and any amended settlement documents, and file a proof of service. **No earlier hearing date is available for this motion.**
6	[redacted] [redacted]	[redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted]