LAW & MOTION CALENDAR
TENTATIVE RULINGS

March 27, 2026

09:00 a.m.

CX-101

JUDGE WILLIAM D. CLASTER

Department CX101 Phone Number: (657) 622-5301

The Court will hear oral argument on all matters at the time noticed for the hearing. If you would prefer to submit the matter on your papers without oral argument, please advise the clerk by calling (657) 622-5301. The Court will not entertain a request for continuance nor filing of further documents once the ruling has been posted.

APPEARANCES: Appearances, whether remote or in person, must be in compliance with new Code of Civil Procedure §367.75, California Rules of Court, Rule 3.672, and Superior Court of California, County of Orange, Appearance Procedure and Information, Civil Unlimited and Complex, located at https://www.occourts.org/media-relations/covid/Civil_Unlimited_and_Complex_Appearance_Procedure_and_Information.pdf.

COURT REPORTERS: Official court reporters (i.e. court reporters employed by the Court) are **NOT** provided for any matters in this department. If a party desires a record of a law and motion proceeding, it will be the party's responsibility to provide a court reporter. Parties must comply with the Court's policy on the use of privately retained court reporters which can be found at:

- Civil Court Reporter Pooling; and
- For additional information, please see the court's website at Court Reporter Interpreter Services for additional information regarding the availability of court reporters.

- Civil Limited, Unlimited and Complex (Updated June 11, 2020)

#	CASE NAME	MATTER
1	**Hernandez De Castillo vs. Phillips-Medisize Costa Mesa, LLC** **2023-01351329**	**Status Conference**
2	**Hernandez De Castillo vs. Phillips-Medisize Costa Mesa, LLC** **2023-01337942**	**Plaintiff's Motion to Certify Class** Before the Court is Plaintiff Venancia Hernandez de Castillo's motion for class certification. The Court rules as follows: 1. The motion is GRANTED as to the following claims: a. Plaintiff's off-the-clock work claims to the extent they are based on time spent at employee lockers while clocked out. b. Plaintiff's derivative claims to the extent they are based on the above. 2. The motion is DENIED as to all other claims for relief. 3. The Court certifies the following class: All current and

former hourly-paid or non-exempt employees of Defendant Phillips-Medisize Costa Mesa, LLC, within the State of California, at any time during the period of July 21, 2019, to the date of this order.

4. Plaintiff is appointed class representative.

5. Protection Law Group, LLP is appointed class counsel.

EVIDENTIARY MATTERS

I. Evidentiary Objections

Defendant's objections to Plaintiff's compendium of evidence

All objections are overruled.

Defendant's objections to Plaintiff's supporting declarations

Objections 9, 10, 44, and 52 are sustained. Objection 12 is sustained to the extent the witness testifies to never taking a "legally compliant" rest break and otherwise overruled. All other objections are overruled.

Plaintiff's objections to Defendant's supporting declarations

Objections 4 and 7 are sustained. Objection 6 is sustained to the extent the witness testifies about what other supervisors did or didn't say and otherwise overruled. All other objections are overruled.

II. Defendant's Employee Declarations

In reply and supplemental briefing, Plaintiff asks the Court to strike or ignore Defendant's employee declarations.

A. Background Law

Courts have "the duty and authority to exercise control over communications between the parties and potential class members to prevent unfairness." (*Barriga v. 99 Cents Only Stores LLC* (2020) 51 Cal.App.5th 299, 308.) "Courts are especially sensitive to possible coercion in unilateral communications between a class opponent and its current employees who are putative class members." (*Id.*, at p. 326.) However, "the mere existence of a potentially or inherently coercive relationship is insufficient to support an order entirely striking employee declarations submitted in opposition to a class certification motion, or to support a finding severely discounting the weight to be given those declarations." (*Id.*, at p. 327.) Rather, "a compelling showing" must be made "that the employees were misled or that the declarations were not freely and voluntarily given." (*Ibid.*)

Barriga discusses with approval the federal court's analysis in *Quezada v. Schneider Logistics Transloading and Distribution* (C.D.Cal. 2013) 2013 WL 1296761. *Quezada* explains:

> In considering whether pre-certification communications between employers and employees are sufficiently deceptive or coercive to warrant relief, courts have considered several factors, including whether the employer adequately informed the employees about: (1) the details underlying the lawsuit, (2) the nature and purpose of the communications, and (3) the fact that any defense attorneys conducting the communications represent the employer and not the employee. [Citation.] Additionally, federal courts in California have found that any violation of [former] California Rule of Professional Conduct 3–600 weighs in favor of finding that improper communications have taken place. (*Id.*, at *4.)

Former RPC 3-600 has been replaced by RPC 1.13. Relevant here, RPC 1.13(f) provides: "In dealing with an organization's constituents, a lawyer representing the organization shall explain the identity of the lawyer's client whenever the lawyer knows or reasonably should know that the organization's interests are adverse to those of the constituent(s) with whom the lawyer is dealing."

B. <u>Analysis</u>

The Court finds Plaintiff has failed to make the "compelling showing" necessary to strike or severely discount the declarations.

Christine Quach testified that she understood she could say "no" to the meeting with Defendant's attorney. (Quach Depo. (ROA 157, Ex. 1) at p. 23.) She further testified that Defendant's attorney explained Plaintiff brought putative class claims for meal and rest break violations and unpaid wages, with those claims made on behalf of all employees. (*Id.*, at pp. 54-55.) Quach testified she understood that she was speaking to Defendant's attorney because the attorney wanted to know if Plaintiff's allegations were true in her personal experience. (*Id.*, at p. 55.)

Alejandra Magallan testified that she felt she had the choice to talk to Defendant's attorney or not. (Magallan Depo. (ROA 157, Ex. 2) at pp. 23, 63.) She testified "they were not forcing you to do anything." (*Id.*, at p. 24.) Defendant's attorney explained to her that she was a putative class member who might be entitled to compensation. (*Id.*, at p. 43.) She was neither threatened with consequences for not signing her declaration nor promised benefits for her signature. (*Id.*, at p. 64.) She understood her declaration could be presented in court and reviewed by a judge. (*Ibid.*)

Diane Dung Nguyen testified that in her first meeting with Defendant's attorneys, she was told about Plaintiff's lawsuit trying to get compensation for all hourly employees. (Nguyen Depo. (ROA 157, Ex. 3) at pp. 47, 68.) She understood Defendant could use her declaration to argue that it should win the case. (*Id.*, at p. 68.) She signed the declaration voluntarily, and she was neither threatened with consequences nor promised benefits. (*Id.*, at pp. 72-73.)

Marlen Pedroza testified that Defendant's attorneys told her Plaintiff brought a class action, and other employees were potential class members. (Pedroza Depo. (ROA 157, Ex. 4) at p. 43.) She understood she was free not to meet with the attorneys, and she was free not to sign the declaration. (*Id.*, at p. 50.) She understood her declaration could be submitted to a court. (*Ibid.*)

Sherilyn Iousa testified that she understood Plaintiff to be suing for the benefit of all hourly employees, and she understood she might receive damages if the lawsuit was successful. (Iousa Depo. (ROA 157, Ex. 5) at p. 40.) She believed she had a choice about whether to meet with Defendant's attorneys. (*Id.*, at p. 43.) Defendant's attorneys identified themselves as "lawyers for the company" and said they wanted to speak with her about a class action lawsuit. (*Id.*, at p. 47.) She understood her declaration could be used in the case and that Defendant could use it to argue "the company should win." (*Id.*, at p. 68.)

The Court is sensitive to the potential for coercion inherent in the employee-employee relationship, but this is far from a compelling showing that the declarations weren't freely and voluntarily given. It appears all declarants understood what they were doing, felt free to walk away, and chose to submit declarations. Their declarations will be considered.

GROUNDS FOR RULING

I. Standard of Review

A plaintiff seeking class certification is required to "demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives. In turn, the community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class." (*Brinker Restaurant Corporation v. Superior Court* (2012) 53 Cal.4th 1004, 1021 [internal quotes and citations omitted].) These elements are typically referred to as (1) ascertainability; (2) numerosity; (3) commonality; (4) typicality; (5) adequacy; and (6) superiority.

II. Discussion

A. Ascertainability

Plaintiff's proposed class is "All current and former hourly-paid or non-exempt employees of Defendant Phillips-Medisize Costa Mesa, LLC, within the State of California, at any time during the period of July 21, 2019, to the date of class certification." This is easily ascertainable. There is no dispute that Defendant has records identifying all such persons. Indeed, a complete class list is included in Plaintiff's compendium of evidence as Exhibit 35.

In opposition, Defendant argues that because Plaintiff fails to show a uniform policy or practice, Plaintiff may only seek to certify a class of persons who suffered the violations complained of. Defendant is incorrect. Such a class would be impermissibly fail-safe. Plaintiff seeks to certify a class of all non-exempt employees. Defendant may not rewrite the proposed class definition and argue the new definition is unascertainable. In any event, Defendant's concerns go to commonality, not ascertainability.

B. <u>Numerosity</u>

There is no dispute the class list includes roughly 565 people, which is easily sufficient for class treatment.

C. <u>Commonality</u>

"The 'ultimate question' the element of predominance presents is whether 'the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.' [Citation.] The answer hinges on 'whether the theory of recovery advanced by the proponents of certification is, as an analytical matter, likely to prove amenable to class treatment.' [Citation.] A court must examine the allegations of the complaint and supporting declarations [citation] and consider whether the legal and factual issues they present are such that their resolution in a single class proceeding would be both desirable and feasible. 'As a general rule if the defendant's liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages.'" (*Brinker*, *supra*, 53 Cal.4th at pp. 1021-1022.)

1. <u>Off-the-Clock Work</u>

Plaintiff argues Defendant has a practice of "systematically undercompensat[ing] employees by requiring them to go to their lockers, get their tools and safety glasses, put away their personal belongings, and then wait in line before clocking in for the day." (Memo. at p. 12.) She contends this practice "applies equally to all putative class members" even if there is slight variation across job titles. The Court agrees as to time spent at employee lockers but disagrees as to time spent waiting in line to clock in.

As to time spent at employee lockers, Defendant's PMQ Lauren Pimental agreed that "the expectation of the company would be for an employee to enter the facility, put things or retrieve things in their locker if necessary, punch into the time clock, go to their respective work areas, put on whatever PPE were required before beginning work on the production line." (Pimental Depo. Vol. I (ROA 136, Ex. 38) at p. 128.) If Defendant *expects* employees to complete certain activities at their lockers before clocking in, then Defendant can't argue it had no reason to know employees were completing those activities. Whether the time spent at lockers completing those activities is compensable appears to be a question capable of common resolution. Defendant's argument to the contrary misses the mark. True, Plaintiff appears to be part of a small subset of employees who have to pick up a toolbox at their locker before clocking in. But the expectation for *all* employees is that if they need to stop at their lockers upon coming to work, then they do so before clocking in.

To be clear, by certifying this aspect of the case the Court is not ruling that time spent at lockers prior to clocking in is compensable. Rather, the certification is merely a finding by this Court that the issue is appropriate for determination on a common basis. It will be up to the parties to decide whether the issue of compensability can be determined on a motion for summary adjudication or must be decided at trial.

As to waiting in line to clock in, Plaintiff fails to establish that queuing can be proven on a common basis. Only Plaintiff and one of her declarants testify to waiting in line to clock in. Defendant's declarants uniformly testify there was no need to wait in line to clock in. Perhaps there was a queue from time to time. But on the record before the Court, waiting in line would have to be proven on a shift-by-shift basis. Individual questions predominate on this theory.

Plaintiff's opening papers refer to several other instances of off-the-clock work, such as a declarant who testifies to cleaning the machine at her station while clocked out and a maintenance engineer who had to come in on holidays without pay. But nothing suggests these instances are suitable for class treatment.

Defendant, in opposition, accurately describes them as "idiosyncratic." (Opp. at p. 8.)

In sum, common questions predominate as to time spent at employee lockers, but not on other theories.

2. <u>Meal Breaks</u>

Plaintiff offers three theories of meal break violations.

First, she argues that physical limitations of Defendant's space mean meal breaks are cut short. She reasons as follows: Defendant requires employees to return from break on time, so employees must wait in line for several minutes while clocked out to ensure they clock back in on time. The time spent waiting in line is subject to employer control, shortening the meal break from the required 30 minutes regardless of what records say. As with off-the-clock work based on time waiting in line, this theory isn't susceptible to common proof.

Second, she argues that Defendant's written meal break policy effectively makes payments of premiums discretionary rather than mandatory, meaning Defendant fails to pay premiums for short breaks. But this is downstream of the claim that employees must wait in line to clock in. Plaintiff contends, "[D]espite experiencing shortened meal periods nearly every day, Plaintiff's pay records show that she received two meal premium payments throughout her employment." (Memo. at p. 14.) Plaintiff doesn't contend her time records provide facial evidence of near-daily

		meal break violations. Rather, she contends her facially compliant breaks are short because of time spent waiting in line. Since this can't be proven on a common basis, the associated failure to pay premiums owed as a matter of policy can't be proven on a common basis. Third, she argues that supervisors' ability to edit time cards retroactively violates the Labor Code because supervisors could falsify the records to "seem compliant." (Memo. at p. 15.) She offers no method for proving this on a common basis. Perhaps supervisors edit time cards for improper reasons. But perhaps they edit them for proper reasons as well. It appears the reasons would have to be proven on an edit-by-edit basis, so commonality is lacking. Individual questions predominate as to meal breaks. **3. <u>Rest Breaks</u>** Plaintiff contends Defendant failed to provide compliant rest periods. She argues that it took several minutes to walk from the production floor to the break room or to walk outside if the break room was crowded. As a result, she contends that she did not receive a full duty-free 10-minute break. (Plaintiff's Decl. ¶ 9) Significantly, Plaintiff does not allege that she was required to perform any duties during her breaks, although she claims she often did not leave the production area because of time limitations. Rather than arguing commonality (or lack thereof), Defendant argues that Plaintiff's theory of recovery was rejected in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, which explained that practical limitations on employee movement due to the ten-minute duration of a rest break are insufficient to establish employer control. ("Thus, one would expect that employees will ordinarily have to remain on site or nearby. This constraint, which is of course common to all rest periods, is not sufficient to establish employer control." *Id.*, at p. 270.) Of course, employee control (or the lack thereof) is the essence of a rest break claim: "During required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time." *Augustus v. ABM Security Services, supra*, at 260. Here, there is no allegation or evidence of employer control, i.e., that Defendant, as a general practice, required employees to perform work-related duties during their breaks or limited where they could go. Without such evidence, the claim is fatally flawed. And while the issue of employer control arguably is a merits issue, it is appropriate to consider in determining class certification issues. As explained in *Woods v. American Film Institute* (2021) 72 Cal. App. 5^{th} 1022, 1030**: "'**However, "[w]hen evidence *or legal issues* germane to the certification question bear as well on aspects of the merits, a court may properly evaluate them.' (*Id.* at pp. 1023–1024, 139 Cal.Rptr.3d 315, 273 P.3d 513, italics added.) Indeed, '[t]o the extent the propriety of certification depends upon disputed threshold legal or factual questions, a court may,

and indeed must, resolve them.' (*Id.* at p. 1025, 139 Cal.Rptr.3d 315, 273 P.3d 513.) If resolution of an issue concerning the merits is necessary to decide class certification, the court's review should be limited to 'those aspects of the merits that affect the decisions essential' to class certification.' (*Id.* at p. 1024, 139 Cal.Rptr.3d 315, 273 P.3d 513, quoting *Schleicher v. Wendt* (7th Cir. 2010) 618 F.3d 679, 685.)"

In short, Plaintiff's theory of recovery runs headlong into well-established law regarding rest breaks. The fact that rest breaks taken by Plaintiff and others may have been limited by time constraints and distance is not enough to set forth a viable claim. Accordingly, certification of this issue is denied.

4. <u>Reimbursement</u>

Plaintiff contends Defendant required employees to purchase replacement safety glasses at their own expense as a matter of formal policy. (See ROA 87, Ex. 32.) Defendant contends that this policy changed in 2022; Defendant now provides all safety glasses. (See ROA 114, Ex. 7.) But as Plaintiff points out in reply, the new policy is silent on whether replacement glasses must be purchased at employee expense. Thus, Plaintiff asserts that the issue of whether replacement glasses must be still purchased at employee expense is capable of common proof.

No matter, says Defendant: individualized questions would prevail regardless. It points out that Plaintiff only puts on evidence that *she* purchased replacement glasses at her own expense. None of her declarants claim to have done so. This presents a serious challenge for commonality. Regardless of whether the policy is legal, liability attaches only if an employee makes an unreimbursed purchase. How are the purchases to be proven on a common basis? Plaintiff doesn't offer a plan. The most obvious answer is to call 565 individual employees to testify about glasses purchases, which would cause individual questions to predominate on this theory.

Plaintiff's declarants reference other expenses they contend went unreimbursed. These, like scattered instances of off-the-clock work, don't establish commonality. They are at most episodic violations.

Commonality is lacking as to reimbursement.

5. <u>Derivative Claims</u>

Defendant contends the derivative claims lack commonality because the underlying substantive claims lack commonality. It offers no other arguments for why commonality is lacking. The Court finds commonality exists for the derivative claims to the extent they are based on off-the-clock work (as to time spent at employee lockers).

6. <u>Conclusion on Commonality</u>

The Court finds common questions predominate on off-the-clock work claims (to the extent they are based on time spent at

		employee lockers) and derivative claims based on the foregoing. Individual questions predominate on other claims. **D. <u>Typicality</u>** "The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct." (*Seastrom v. Neways, Inc.* (2007) 149 Cal.App.4th 1496, 1502.) "[A] named plaintiff's motion for class certification should not be granted if 'there is a danger that absent class members will suffer if their representative is preoccupied with defenses unique to it.'" (*Hanon v. Dataproducts Corp.* (9th Cir. 1992) 976 F.2d 497, 508.) Plaintiff is typical of those claims where commonality exists. Defendant's arguments against typicality are simply restatements of its arguments against commonality. **E. <u>Adequacy</u>** Defendant argues Plaintiff is an inadequate class representative because she isn't a credible witness. The Court disagrees. Defendant contends Plaintiff's deposition testimony about going to her car during breaks is inconsistent with declaration testimony about not leaving the facility. But in the paragraphs of Plaintiff's declaration cited by Defendant, she (1) says she would take her rest breaks in the car, consistent with the deposition and (2) says was reprimanded for leaving "the worksite" during her lunch break, which is not obviously inconsistent with saying she would take lunch in her car in the parking lot (as opposed to driving off the premises). Defendant also argues Plaintiff isn't credible because she forgot the identity of some people listed in her written discovery responses and because her testimony that she was unable to review electronic pay stubs is contradicted by evidence that she indeed logged into the system at least ten times. These points may present credibility issues, but the issues aren't so severe as to destroy adequacy. For comparison, in *Payton v. CSI Electrical Contractors, Inc.* (2018) 27 Cal.App.5th 832, the defendant failed to disclose a felony conviction for the sale of marijuana in connection with his job application. This is a considerably more serious omission than forgetting the names of some people in discovery responses. Furthermore, the *Payton* court noted the plaintiff also had a felony conviction for lewd and lascivious acts with a child under the age of 14, which was an additional reason for his inadequacy. (*Id.*, at pp. 846-847.) The record here reflects no criminal convictions for Plaintiff, let alone for child sexual assault. Plaintiff is adequate to represent the class. Defendant also argues Plaintiff's counsel is inadequate because counsel lied about the reasons for rescheduling Plaintiff's deposition. Based on the Court's review of the Witczak Declaration (ROA 114), it's possible to draw the conclusion that counsel lied about being sick to cover up forgetting to notify Plaintiff of her deposition. But this isn't the only possible

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<tr><td></td><td></td><td>conclusion. Plaintiff’s counsel could indeed have been sick regardless of whether Plaintiff was notified. In any event, the Court has approved Protection Law Group as class counsel numerous times in the settlement context, and the Court finds the firm adequate to serve as class counsel here.

F. <u>Superiority</u>

For the claims that survive to this stage of the analysis, the Court finds class treatment would be superior. There is no reason to litigate the compensability of employee locker time seriatim. The same is true of other common questions presented in this case. In any event, the Court notes that Defendant doesn’t appear to separately contest superiority.</td></tr>
<tr><td>3</td><td>Polanco vs. Escalette, LLC

2024-01407947</td><td>Plaintiff's Motion for Approval of Class Settlement

Plaintiff’s motion for preliminary approval of class action settlement is CONTINUED to April 24, 2026 at 9:00 a.m. in Department CX101 to permit the parties to respond to the following items of concern. Any supplemental briefing shall be filed on or before April 14, 2026. If a revised settlement agreement and/or class notice is submitted, a redline showing all changes, deletions and additions must be submitted as well, along with proof of service of the same on the LWDA.

As to the Settlement:

1. Please provide 60 days, rather than 45, for opt-outs, objections and workweek disputes.

2. Did counsel interview any class members other than Plaintiff?

3. Counsel’s declaration mentions an expert. Whom? Please provide a CV.

4. Does the UCL claim have any independent value, or does it simply extend the limitations period?

5. Have Tiffany Luu or Joseph Ramli previously been appointed class counsel in their own name (as opposed to working on a matter where their firm, or someone else at their firm, is appointed counsel)?

6. At final approval, please submit contemporaneously made billing records for attorney’s fees and costs. The Court will not be inclined to award an amount of fees and costs greater than the amount stated in the notice.

7. At final approval, please submit billing records for administrative costs. The Court will not be inclined to award administrative costs in an amount greater than the amount stated in the notice.</td></tr>
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		8. Because Plaintiff has provided a declaration in support of her requested service payment, she need not provide one at final approval. 9. At final approval, the administrator is to provide a high, low, and average for individual settlement payments, along with Plaintiff's individual payout. *As to the Notice:* 1. Please include opt-out and workweek dispute forms and make necessary corresponding changes to the language of the notice. 2. In section 2, please delete the description of the mediator as "experienced, neutral" and the agreement as "lengthy." This is a Court-ordered notice, so the description could be interpreted as the Court's endorsement. 3. Please update all mentions of the GSA to track the adjusted amount rather than the original amount. 4. Does notice need to be given in any languages other than English and Spanish? 5. If any changes are made to the settlement agreement, please make corresponding changes to the notice. 6. The font size in the actual notice may not be smaller than the font size in the proposed notice provided to the Court.
4	**Yang vs. Brandrep, LLC** **2024-01415295**	**Plaintiff's Motion for Final Approval** Before the Court can grant final approval of the class action settlement, Plaintiff must explain the $3,536.80 payment in the costs ledger to "teleswitch" for "Analysis of the data." Counsel previously represented (ROA 67, ¶ 5) that he valued the case himself, without expert assistance. Given counsel's prior representation, the Court is not inclined to approve charges from an expert. If this charge represents something other than expert services, the Court may permit recovery. Assuming this issue is addressed, the Court intends to approve the following distributions: 1. Attorney's fees in the amount of $45,000, or 30% of the GSA. The Court finds this amount to be a reasonable result in light of the quality of the result obtained, the work performed by class counsel, a review of the billing records provided, and the estimated lodestar. In approving this amount and examining the billing records provided, the Court is not approving any particular hourly billing rates proposed by class counsel.

		2. Litigation costs in at least the amount of $9,589.69, which represents all costs claimed except the payment to teleswitch. Again, depending on the explanation of this payment, the Court may award all costs claimed. 3. Administration costs in the amount of $7,950, per the administrator's declaration. 4. An enhancement of $5,000 to plaintiff. In making this award, the Court has considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785. 5. Payment to the LWDA of $7,500 per the parties' PAGA allocation. Pursuant to section 384(b) of the Code of Civil Procedure, Plaintiff shall submit to the Court a final report on or before December 31, 2026 setting forth the actual amounts paid to class members and other amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine whether further reports and/or a hearing will be necessary. Please submit a revised proposed order for the Court's signature that conforms to the foregoing.
5	**Reyes vs. White Bottle, Inc.** **2023-01356499**	**Plaintiff's Motion for Final Approval** Plaintiffs' motion for final approval of class action settlement is CONTINUED to May 1, 2026 at 9:00 a.m. in Department CX101 to permit the parties to respond to the following item of concern. Any supplemental briefing shall be filed on or before April 21, 2026. If a revised settlement agreement and/or class notice is submitted, a redline showing all changes, deletions and additions must be submitted as well. Per the administrator's declaration, plaintiff Maria Guadalupe Sosa Galvez will not receive an individual class payment. Instead, she "will only receive a Service Payment." (ROA 109, ¶ 17(c).) Why won't she receive an individual class payment? Is she not a member of the class as defined (e.g., because she previously signed a severance agreement)? If she isn't a member of the class as defined, how can she be finally approved as a class representative?
6	**Lopez vs. Istaffing, Inc.** **2024-01383579**	**Motion for Approval of Paga Settlement** Plaintiff's Motion for Approval of PAGA settlement is CONTINUED to May 14, 2026 at 9:00 a.m. The Court will issue a minute order by March 30, 2026 detailing items that need to be addressed and/or corrected.
7	**RENTERIA vs. NEWLIGHT**	**Plainitff's Motion for Approval**

	TECHNOLOGIES, INC. **2021-01215778**	**OFF CALENDAR**
8	**Silverio vs. Galaxy Investments, LTD** **2024-01409884**	**Plaintiff's Motion for Approval** The Court has reviewed the supplemental briefing filed in response to the prior minute order. The motion for approval of the parties' PAGA settlement is GRANTED, as to the current versions of the settlement agreement and notice. The Court finds the parties' settlement is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 72.) The Court approves the following distributions: 1. Attorneys' fees in the amount of $63,743, or 30% of the GSA. The Court finds this amount to be a reasonable result in light of the quality of the result obtained, the work performed by counsel, and the estimated lodestar. In approving this amount, the Court is not approving any particular hourly billing rates proposed by counsel. 2. Litigation costs in the amount of $23,163, per the costs ledger. 3. Administration costs in the amount of $4,000, per the administrator's bid. 4. An enhancement of $5,000 to Plaintiff. In making this award, the Court has considered only the factors discussed in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785. 5. The amount remaining is to be distributed 65% to the LWDA and 35% to the aggrieved employees as required by PAGA. Please submit a revised proposed order for the Court's signature that conforms to the foregoing.
9	**Shwachman vs. Healthcare Services, Inc.** **2025-01509402**	**Defendant's Motion to Be Relieved as Counsel of Record** Jon G. Miller and Alejandra Gallegos of Littler Mendelson, P.C. move to be relieved as counsel for defendant Healthcare Services, Inc. The motion is GRANTED subject to submission of the revised proposed order described below. Counsel has otherwise met the requirements of CCP § 284 and CRC 3.1362. The order will be effective upon the filing of proof of service on the client. The Court hereby sets an order to show cause regarding striking the answer of Healthcare Services, a now-unrepresented corporation. Said order to show cause is set for hearing on April 21, 2026 at 8:30 a.m. in Department CX101. Also set for April 21,

		2026 is a status conference pursuant to the Court's January 14, 2026 minute order. Counsel is to submit a revised proposed order on Judicial Council Form MC-053 for the Court's approval. Section 8 of the order should note the hearing on the order to show cause, and section 13 should set forth the order to show cause.
10	**Martin vs. Medata, Inc., a Corporation** **2025-01527029**	**Defendant's Motion to Compel Arbitration** **Case Management Conference** **OFF CALENDAR**
11	**Briseno vs. Schools First Federal Credit Union** **2025-01509393**	**Defendant's Demurrer to Complaint** **Case Management Conference** **OFF CALENDAR**