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7 MARIA JACQUELINE BATRES, and all others similarly situated

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF LOS ANGELES**

10 **(UNLIMITED JURISDICTION)**

11
12 MARIA JACQUELINE BATRES, on behalf of
13 herself and all others similarly situated, and as an
14 “aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

15 *Plaintiff(s),*

16 vs.

17 DIMENSION DEVELOPMENT COMPANY,
18 INC., a Louisiana corporation; DR HOTEL
19 EMPLOYEE LEASING LLC, a Delaware
20 limited liability company; DIMENSION
21 DEVELOPMENT TWO, LLC, a Louisiana
22 limited liability company; and DOES 1–50,
23 inclusive,

24 *Defendant(s).*

Case No. 24STCV28018

**PLAINTIFFS MARIA JACQUELINE
BATRES’ SUPPLEMENTAL
BRIEFING IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Hearing Date: July 31, 2026, Non-
Appearance Case Review
Hearing Time: 8:30 a.m.
Hearing Dept.: SSC-9, The Honorable
Elaine Lu

Action filed: October 25, 2024
Trial Date:

**Submitted Herewith Under Separate
Cover:**

1. Memorandum of Points and Authorities;
2. Declaration(s) of David Spivak; and
3. [Proposed] Order



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1 **SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES**

2 Plaintiffs MARIA JACQUELINE BATRES (“Plaintiff”) submits this supplemental
3 briefing in support for their unopposed motion for preliminary approval of class action and
4 PAGA settlement. Pursuant to the Court’s Tentative Ruling dated July 14, 2026 (Supplemental
5 Declaration of David G. Spivak (“Suppl. DS”), Ex. 1), the Parties amended the Class Action and
6 PAGA Settlement Agreement and Class Notice dated February 05, 2026 (Suppl. DS, Ex. 2) to
7 address the Court’s concerns. The Parties seek approval of this new settlement agreement,
8 entitled First Amended Class Action and PAGA Settlement Agreement and Class Notice dated
9 (“First Amended Settlement”). Suppl. DS, Exs. 3 (clean) and 4 (redline). The Plaintiffs also
10 proposes a new preliminary approval order for the First Amended Settlement. Suppl. DS, Exs. 6
11 (clean) and 7 (redline). Each of the Court’s comments in the Tentative Ruling are recited below
12 in bold, followed by a discussion of the Plaintiffs’ response to the comment/question.

13 **1. According to counsel Spivak, Exhibit 8 contains a copy of the contingency fee**
14 **agreement between his law firm, United Employees Law Group, and Plaintiff, and explains**
15 **how attorney fees will be divided between Class Counsel. (Spivak Decl., ¶60, Ex. 8.)**
16 **However, Exhibit 8 is a Spanish-language retainer agreement. Please provide information**
17 **regarding any fee splitting agreement and whether Plaintiff has given written approval.**

18 The agreement between Plaintiff and her counsel specifies the division of attorney fees
19 between The Spivak Law Firm and United Employees Law Group as follows:

20 **Section 2.02.1 ("II. HONORARIOS Y GASTOS DE ABOGADOS"):**

21 "If the total legal fees received in this case are \$250,000.00 or more, it is agreed that
22 United Employees Law Group will receive 33 and 1/3% of the total legal fees received
23 and The Spivak Law Firm will receive the remaining 66 and 2/3% of the total legal fees
24 received. If the total legal fees received in this case are less than \$250,000.00, it is agreed
25 that United Employees Law Group will receive 25% of the total legal fees received and
26 The Spivak Law Firm will receive the remaining 75% of the total legal fees received."

27 This arrangement is explicitly stated in Section 2.02.1 of the agreement. The fee split applies to
28 the total legal fees received in the case, regardless of whether the fees are awarded by settlement
or judgment. The agreement also notes that, in the event of a class action or PAGA settlement or
judgment, court approval is required for the attorney fee award (see Section 2.02). Suppl. DS, ¶
13.



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1 **2. According to the Proposed Order at ¶18, “the Court hereby enjoins all Class**
2 **Members from filing or prosecuting any claims, suits, or administrative proceedings**
3 **(including, but not limited to, filing claims with the Division of Labor Standards**
4 **Enforcement of the California Department of Industrial Relations) regarding claims**
5 **released by the Settlement unless and until such Class Members have filed valid Requests**
6 **for Exclusion with the Administrator and the time for filing valid Requests for Exclusion**
7 **with the Administrator has elapsed.” Please explain why language enjoining Class**
8 **Members is appropriate or submit a proposed order that removes this language entirely.**
9 **(See Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 84. (“[T]he preclusive effect of a**
10 **prior judgment is determined by the court in which it is asserted, not the court that**
11 **rendered it.” (Fireside Bank Cases (2010) 187 Cal.App.4th 1120, 1131.))) The court will not**
12 **issue injunctive relief against absent class members. The effectiveness of the release comes**
13 **from satisfaction of due process requirements for notice and an opportunity to opt out or**
14 **be heard.**

15 The Parties have removed this provision from the First Amended Proposed Order
16 Preliminarily Approving Class Action Settlement.

17 **3. The Participating Class Member release, set forth in ¶6.2 of the Settlement**
18 **Agreement, must be limited to the claims alleged in the Operative Complaint or claims**
19 **which reasonably could have been alleged in the Operative Complaint. Moreover, the**
20 **Aggrieved Employee release, set forth in ¶6.3 of the Settlement Agreement, must be limited**
21 **to the claims alleged in the Operative Complaint or PAGA Notice or claims that reasonably**
22 **could have been alleged in the Operative Complaint or PAGA Notices. Please revise**
23 **accordingly and remove any references to the Action.**

24 The First Amended Settlement, ¶6.2 states, “All Participating Class Members, on behalf
25 of themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, release Released Parties from all claims and/or theories
27 of liability that have been or reasonably could have been asserted in the Operative Complaint.”

28 The First Amended Settlement, ¶6.3 states, “Plaintiff, on behalf of herself, the Aggrieved
Employees, and the State of California, releases Released Parties from all claims and/or theories
of liability for civil penalties under PAGA that have been or reasonably could have been asserted
in the Operative Complaint or PAGA Notice.”

4. Please provide the qualifications and experience of the Administrator,
including evidence that the settlement administrator has procedures in place to protect the
security of class data and adequate insurance in the event of a data breach or defalcation
of funds.



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1 Please see the declaration of the administrator's representative filed concurrently with
2 this supplemental briefing.

3 **5. Please review the Settlement Agreement and Notice and ensure that there are**
4 **no typographical or grammatical errors. For example, ¶13.1 of the Agreement should state**
5 **"If, for any reason, the Court does not grant Preliminary Approval..." Moreover, ensure**
6 **that internal references in the Agreement are accurate. For example, ¶3.1 refers to ¶6.1 as**
7 **the funding deadline; however, the funding deadline is set forth in ¶4.3.**

8 The First Amended Settlement, ¶13.1 states, "The Parties agree that class certification and
9 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does
10 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right
11 to contest certification of any class for any reasons, and Defendants reserve all available defenses
12 to the claims in the Action, and Plaintiff reserves the right to move for class certification on any
13 grounds available and to contest Defendants' defenses."

14 The First Amended Settlement, ¶3.1 states, "Defendants have no obligation to pay the
15 Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of
16 this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
17 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as
18 a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

19 **6. Please ensure that the Class Notice is modified to match any alterations to**
20 **the Settlement Agreement.**

21 Plaintiff's counsel has reviewed the First Amended Settlement, Notice Packet, and First
22 Amended Preliminary Approval Order and has corrected any spelling and grammatical errors.
23 Suppl. DS, ¶ 14.

24 **7. Please ensure that the modified Settlement Agreement has been signed by all parties**
25 **and Counsel.**

26 The First Amended Settlement has been signed by all Parties.

27 **8. Please provide proof of submission of the revised settlement agreement to the**
28 **LWDA. (Lab. Code, § 2699, subd. (l)(2).)**



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1 Plaintiff has submitted the First Amended Settlement and Related Documents to the
2 LWDA. Suppl. DS, ¶ 15, **Exhibit 29**.

3 Respectfully submitted,

4 THE SPIVAK LAW FIRM

5
6 Dated: July 24, 2026

By:



7 DAVID G. SPIVAK, Attorneys for
8 Plaintiff(s), MARIA JACQUELINE
9 BATRES, and all others similarly
10 situated



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