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ALICIA FRANCIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

ALICIA FRANCIS, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

BAY STANDARD MANUFACTURING, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendant.

Case No. C23-02686

Assigned for all purposes to the Honorable Edward G. Weil, Dept. 39

NOTICE OF ENTRY OF ORDER

Complaint Filed:	October 23, 2023
FAC Filed:	January 30, 2025
Trial Date:	None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 15, 2025, the Court in the above-entitled matter entered an Order granting Plaintiff Alicia Francis's Motion for Preliminary Approval of Class Action and PAGA Settlement. A true and correct copy of the Court's May 16, 2025, Order Granting Preliminary Approval of Class Action and PAGA Settlement, is attached hereto as Exhibit 1.

Dated: May 16, 2025

PARKER & MINNE, LLP

By: ______________________

S. Emi Minne
Attorneys for Plaintiff Alicia Francis

EXHIBIT 1

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Attorneys for Plaintiff
ALICIA FRANCIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

ALICIA FRANCIS, individually, and on behalf of other members of the general public similarly situated, Plaintiff, vs. BAY STANDARD MANUFACTURING, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: C23-02686 *Assigned for all purposes to the Honorable Edward G. Weil, Dept. 39* **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: May 8, 2025 Time: 9:00 a.m. Dept.: 39 Complaint Filed: October 23, 2023 FAC Filed: January 30, 2025 Trial Date: Not set

ORDER

Plaintiff Alicia Francis's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion") came regularly for hearing on May 8, 2025, in Department 39 of the above-entitled Court, the Honorable Edward G. Weil ~~Charles S. Treat~~ presiding. The Court, having considered Plaintiff's Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith, and good cause appearing, HEREBY ORDERS THE FOLLOWING:

1. The Court GRANTS preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Agreement"). The Court finds the Agreement to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final fairness hearing. All capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. The Court hereby adopts the Tentative Ruling on Plaintiff's Motion attached hereto as **Exhibit 1** to this Order ("Tentative Ruling"). The Tentative Ruling is hereby incorporated into this Order.

3. It appears to the Court on a preliminary basis that the Agreement is fair, adequate and reasonable. It appears to the Court that adequate investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Agreement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Agreement has been reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Agreement, including the allocations for the Class Counsel's Fees and Costs, Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Penalties, and payments to the Class Members and PAGA Members provided thereby, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Agreement and preliminarily finds that the monetary settlement awards

made available to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act as counsel for Plaintiff in her individual capacity and as the representative of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former hourly-paid, non-exempt employees of Defendant Bay Standard Manufacturing, Inc. who were employed by Defendant Bay Standard Manufacturing, Inc. in the State of California at any time during the period commencing on October 23, 2019, and ending on January 15, 2025.

7. For purposes of settlement only, the Court designates Plaintiff Alicia Francis as the Class Representative

8. For purposes of settlement only, the Court designates S. Emi Minne and Jill J. Parker of Parker & Minne, LLP and Arby Aiwazian, Joanna Ghosh, and Ryan Slinger of Lawyers for Justice, PC as Class Counsel.

9. The Court designates ILYM, Inc. as the third-party Settlement Administrator.

10. The Parties are ordered to implement the Agreement according to the terms of the Agreement.

11. Within fourteen (14) calendar days of the date of this Order, Defendant Bay Standard Manufacturing, Inc. ("Defendant") shall provide the Settlement Administrator with the Class List consisting of the following information for each Class Member: full name, last known address, last known telephone number, social security number, and start and end dates of active employment as a

non-exempt employee of Defendant in the State of California

12. The Court approves, as to form and content, the Notice of Proposed Class Action Settlement ("Notice") attached as Exhibit A to the Agreement.

13. The Court finds that the form of notice to the Class regarding the pendency of the action and of the Agreement, the dates selected for mailing and distribution, and the methods of giving notice to members of the Class, satisfy the requirements of due process, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

14. The Court further approves the procedures for Class Members to opt-out of or object to the Agreement, as set forth in the Notice and the Agreement. The procedures and requirements for filing objections in connection with the Final Approval hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Agreement, in accordance with the due process rights of all Class Members.

15. The Court directs the Settlement Administrator to mail the Notice to the members of the Class no later than fourteen (14) calendar days after receiving the Class List from Defendant, in accordance with the terms of the Agreement.

16. The Notice shall provide sixty (60) calendar days' notice for Class Members to submit disputes, opt-out of, or object to the Agreement. Class Members whose Notices are re-mailed shall have an additional fifteen (15) calendar days to submit disputes, opt-out of, or object to the Agreement.

17. The hearing on Plaintiff's Motion for Final Approval is scheduled in Department 39 of this Court, located at 725 Court Street, Martinez, California 94553, on September 11, 2025, at 9:00 a.m.

18. At the Final Approval hearing, the Court will consider: (a) whether the Agreement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Agreement should be entered; and (c) whether Plaintiff's application for

the proposed Class Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's Fees and Costs, should be granted.

19. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiff's application for the Class Representative Enhancement Payment, Settlement Administration Costs, and Class Counsel's Fees and Costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

20. The Court orders the following implementation schedule:

Event	**Date**
Defendant to provide Class List to the Settlement Administrator no later than:	14 calendar days following preliminary approval
Settlement Administrator to mail the Class Notice to the Class no later than:	14 calendar days following provision of the Class List
Deadline for Class Members to submit disputes, request exclusion from, or object to the Agreement:	60 calendar days after mailing of the Class Notice

21. Pending the Final Approval hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this Order, are stayed. The stay on the Action includes, without limitation, a stay on the five-year limitations period to bring the Action to trial under Code of Civil Procedure section 583.310.

22. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Agreement which are not materially inconsistent with either this Order or the terms of the Agreement.

IT IS SO ORDERED.

DATED: 5/15/2025

By: Hon. Edward Weil

Honorable Edward G. Weil
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

4. 9:00 AM CASE NUMBER: C23-02686
CASE NAME: ALICIA FRANCIS VS. BAY STANDARD MANUFACTURING, INC.
***HEARING ON MOTION IN RE: PRELIMINARY APPROVAL**
FILED BY: FRANCIS, ALICIA
<u>*TENTATIVE RULING:*</u>

Plaintiff Alicia Francis moves for preliminary approval of her class action and PAGA settlement with defendant Bay Standard Manufacturing, Inc.

A. Background and Settlement Terms

The original complaint was filed on October 23, 2023, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. PAGA claims were not part of the action until the First Amended Complaint was filed on January 30, 2025.

The settlement would create a gross settlement fund of $915,000. The class representative payment to the plaintiff would be $10,000. Attorney's fees would be $320,250 (35% of the settlement). Litigation costs would not exceed $25,000. The settlement administrator's costs would not exceed $10,000. PAGA penalties would be $50,000, resulting in a payment of 65% to the LWDA and 35% to plaintiffs. The net amount paid directly to the class members would be about $499,750. The fund is non-reversionary. Based on the estimated class size of 340, the average net payment for each class member is approximately $1,469.85, plus PAGA payments of $87.06.

The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants during the class period.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period.

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and will be transmitted to the State Controller's Office Unclaimed Property fund.

The settlement contains release language covering all claims "that are alleged or reasonably could have been alleged based on the factual allegations and claims asserted in the operative complaint in the Action[.]" 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.)

Informal and formal written discovery was undertaken. The matter settled after arms-length negotiations, which included a session with an experienced mediator.

Counsel attest that they have analyzed the value of the case, and that the result achieved in this litigation is fair, adequate, and reasonable. The moving papers include an estimate of the potential value of the case, broken down by each type of claim.

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."])

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, supra,* 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. Recently, 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. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he 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 "[w]here 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

Plaintiff seeks 35% of the total settlement amount as fees, relying on the "common fund" theory. 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.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs and the requested representative payment of $10,000 for plaintiff will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

D. Conclusion

The Court finds that there is sufficient evidence that the settlement is fair, reasonable, and adequate to warrant preliminary approval. The motion is granted.

Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

5. 9:00 AM CASE NUMBER: C23-02760
CASE NAME: WENDY ALLEN VS. THERESA MCKENDRICK
***HEARING ON MOTION IN RE: FOR LEAVE TO FILE 2ND AMENDED COMPLAINT**
FILED BY: ALLEN, WENDY
****TENTATIVE RULING:****

Plaintiffs Wendy Allen and Laura Haynes [Plaintiffs] bring this Motion for Leave to File a Second Amended Complaint [Motion]. The Motion is opposed by Defendants Theresa McKendrick and Leandra McKendrick [Defendants herein].

For the following reasons, the Motion is **granted**.

Background

Plaintiffs seek to add a claim for failure to return the security deposit for the subject property. The Plaintiffs' proposed Second Amended Complaint [SAC] alleges the following in support of such claim:

- 2. Plaintiffs are informed, believe, and thereon allege, defendants THERESA MCKENDRICK; LEANDRA MCKENDRICK; CSC FIDUCIARIES, INC as administrator of the Estate of CAROLINE MCKENDRICK; JILL JUDSON as administrator of the Estate of CAROLINE MCKENDRICK; DIANA LOWE as administrator of the Estate of CAROLINE MCKENDRICK; JANICE KITTREDGE as administrator of the Estate of CAROLINE MCKENDRICK; and DOES 1-30 (hereinafter collectively referred to as "Defendants"), owned, controlled, and/or managed the unit that