

File By Fax

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15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SACRAMENTO**

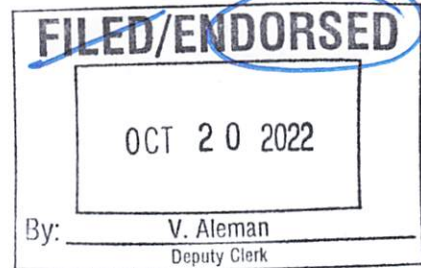
18 TONG XIONG, individually, and on behalf of
19 all others similarly situated,

20 *Plaintiff,*

21 v.

22 REX MOORE GROUP, INC., a California
23 corporation, CONSTRUCTION
24 INNOVATIONS GROUP, LLC, a California
25 Limited Liability Company, REX MOORE
26 ELECTRICAL CONTRACTORS &
27 ENGINEERING, INC., a California
28 corporation, REX SIGNATURE SERVICES,
LLC, a California Limited Liability Company,
and DOES 4 through 10, inclusive,

Defendants.



Case No. 34-2019-00270480-CU-OE-GDS

CLASS ACTION

[Assigned for all purposes to Honorable
Lauri A. Damrell, Dept. 28]

**[PROPOSED AMENDED] ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: October 7, 2022

Time: 9:00 a.m.

Dept: 28

RESERVATION NO. 2647764



1 The Court has before it Plaintiff Tong Xiong's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declarations of Tiong Xiong, Justin F. Marquez, and Christina
4 M. Le in support thereof, and good cause appearing, the Court hereby finds and orders as
5 follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
9 the terms set forth in the Amended Stipulation of Settlement ("Settlement Agreement") between
10 Plaintiff Tong Xiong and Defendants Rex Moore Group, Inc., Construction Innovations Group,
11 LLC, Rex Moore Electrical Contractors & Engineering, Inc., Rex Signature Services, LLC
12 ("Defendant"), attached as **Exhibit 1** to the Declaration of Christina M. Le in Support of
13 Amended Documents Submitted in Support of Plaintiff's Motion for Preliminary Approval of
14 Settlement ("Le Decl.").

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the Final Approval Hearing and final
18 approval by this Court. The Court notes that Defendant has agreed to pay a non-reversionary
19 Settlement Amount of \$300,000 to cover (a) settlement payments to class members who do not
20 validly opt-out; (b) a \$25,000.00 payment for the settlement of claims for penalties under the
21 Private Attorneys General Act, with 75% of which (\$18,750.00) will be paid to the Labor &
22 Workforce Development Agency ("LWDA") and 25% (\$6,250.00) will be paid to eligible
23 members of the PAGA Class; (c) Class Representative service payment of up to \$10,000.00 for
24 Plaintiff Tong Xiong; (d) Class Counsel's attorneys' fees, not to exceed 33-1/3% of the Gross
25 Settlement Amount (\$100,000.00), and up to \$15,000.00 in costs for actual litigation expenses
26 incurred by Class Counsel; and (e) Settlement Administration Costs of up to \$15,000.00.
27 Payment to the Participating PAGA Members shall be issued separately from any payment to
28 the Participating Class Members.

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
4 and reasonable to the class members when balanced against the probable outcome of further
5 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
6 significant informal discovery, investigation, research, and litigation have been conducted such
7 that counsel for the parties at this time are able to reasonably evaluate their respective positions;
8 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
9 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
10 the result of intensive, serious, and non-collusive negotiations between the Parties with the
11 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
12 that the Settlement Agreement was entered into in good faith.

13 4. A final fairness hearing on the question of whether the proposed settlement,
14 attorneys' fees and costs to Class Counsel, payment to the State of California, LWDA for its
15 share of the settlement of claims for penalties under the Private Attorneys General Act, and the
16 class representative's enhancement award should be finally approved as fair, reasonable and
17 adequate as to the members of the class is hereby set in accordance with the Implementation
18 Schedule set forth below.

19 5. The Court provisionally certifies for settlement purposes only the following class
20 (the "Settlement Class"): "All current and former hourly-paid or non-exempt employees who
21 worked for Defendants within the State of California at any time during the Class Claim Period,"
22 which is the period from December 4, 2015 through September 14, 2016 and from January 22,
23 2021 through the date of preliminary approval."

24 6. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the

1 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
2 the interests of the Settlement Class Members; and (5) a class action is superior to other
3 available methods for the fair and efficient adjudication of the controversy.

4 7. The Court appoints as Class Representative, for settlement purposes only,
5 Plaintiff Tong Xiong. The Court further preliminarily approves Plaintiff's ability to request an
6 incentive award up to \$10,000.00.

7 8. The Court appoints, for settlement purposes only, Wilshire Law Firm, PLC as
8 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
9 attorneys' fees of up to one-third of the Total Settlement Amount (\$100,000.00), and costs not
10 to exceed \$15,000.00. The proposed attorney fee award is preliminarily approved with the
11 expectation that Class Counsel will provide the information necessary to perform a lodestar
12 analysis in moving for final approval. The Court also preliminarily approves the \$15,000
13 litigation cost allocation with the expectation that Class Counsel will provide a declaration
14 showing actual costs filed before the Final Approval hearing.

15 9. The Court appoints Phoenix Class Action Administration Solutions as the
16 Settlement Administrator with reasonable administration costs estimated not to exceed
17 \$15,000.00.

18 10. The Court approves, as to form and content: (1) the Amended Class Notice,
19 attached as **Exhibit 2** to the Le Decl.; and (2) the Amended Workweek Dispute Form, attached
20 as **Exhibit 3** to the Le Decl. (collectively, "Notice Packets"). The Court finds on a preliminary
21 basis that the plan for the distribution of the Notice Packets to Settlement Class Members
22 satisfies due process, provides the best notice practicable under the circumstances, and shall
23 constitute due and sufficient notice to all persons entitled thereto.

24 11. The parties are ordered to carry out the Settlement according to the terms of the
25 Settlement Agreement.

26 12. Any class member who does not timely and validly request exclusion from the
27 settlement may object to the Settlement Agreement.

28 13. The Court orders the following Implementation Schedule in accordance with the

1 Settlement Agreement:

2

3 Defendant to provide Class List to the	October 28, 2022
4 Settlement Administrator	
5 Settlement Administrator to mail the Notice	November 7, 2022
6 Packets	
7 Response Deadline	December 22, 2022
8 Deadline for Administrator to Submit Report	January 20, 2023
9 Deadline to file Motion for Final Approval,	
10 Request for Attorney's Fees and Costs, and	January 20, 2023
11 Service Award to Plaintiff	
12 Final Approval Hearing	February 10, 2023, at 9:00 a.m.

13

14 14. Attached as **Exhibit A** is the Court's minute order with the Court's ruling on the Motion,

15 which discusses the Court's order in further detail.

16 **IT IS SO ORDERED.**

17

18

19 DATE: **OCT 20 2022**

LAURI A. DAMRELL

20 _____
Hon. Lauri A. Damrell
Sacramento County Superior Court

Exhibit A

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE**

MINUTE ORDER

DATE: 10/07/2022

TIME: 09:00:00 AM

DEPT: 28

JUDICIAL OFFICER PRESIDING: Lauri A. Damrell

CLERK: V. Aleman

REPORTER/ERM: NONE

BAILIFF/COURT ATTENDANT: C. Guymon

CASE NO: **34-2019-00270480-CU-OE-GDS** CASE INIT.DATE: 12/04/2019

CASE TITLE: **Xiong vs. Rex Moore Group, Inc.**

CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion for Preliminary Approval of Class Action Settlement - Complex

APPEARANCES

Nature of Proceedings: Motion for Preliminary Approval of Class Action Settlement

There being no request for oral argument the Court affirmed the tentative ruling.

TENTATIVE RULING:

Plaintiff Ton Xiong's Motion for Preliminary Approval of Class Action Settlement is UNOPPOSED and GRANTED as follows.

Moving counsel's notice of motion does not provide notice of the Court's tentative ruling system, as required by Local Rule 1.06. Moving counsel is directed to contact opposing counsel to advise them of Local Rule 1.06, the Court's tentative ruling procedure, and the manner to request a hearing.

Background

This is a wage and hour class and representative action by Plaintiff Tong Xiong ("Plaintiff") against Defendants Rex Moore Group, Inc., Construction Innovations Group, LLC, Rex Moore Electrical Contractors & Engineering, Inc., and Rex Signature Services, LLC ("Defendants"). Defendants specialize in electrical contracting and Plaintiff and putative class members worked in California for Defendants as hourly-paid, non-exempt employees. Plaintiff filed a First Amended Class Action and Representative Action Complaint on February 24, 2022. According to the FAC, Defendants maintained a systemic, company-wide policy and practice of: (1) failing to pay employees for all hours worked; (2) failing to provide employees with timely and duty-free meal and rest periods, failing to maintain records of all meal periods taken or missed, and failing to pay an additional hour's pay for each day a meal or rest period violation occurred; (3) failing to pay employees all overtime wages and meal and rest period premium wages due; (4) failing to provide employees with accurate, itemized wage statements containing all of the required information; and (5) failing to indemnify employees for expenditures incurred in direct discharge of duties of employment. Plaintiff asserts eight causes of action individually and as a class action and also asserts a ninth cause of action as a representative under the Private Attorneys General Act ("PAGA"). Plaintiff now seeks preliminary approval of the parties' Amended Stipulation of Settlement ("Settlement Agreement"). (Le Decl., Exh. 1.)

DATE: 10/07/2022

MINUTE ORDER

Page 1

DEPT: 28

Calendar No.

Legal Standard

The law favors the settlement of lawsuits, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. (See *Neary v. Regents of Univ. of Cal* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed, compromised, or settled without approval of the court and the decision to approve or reject a proposed settlement is committed to the court's sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*)).

In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement because the rights of the class members, including the named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court must independently determine "whether the settlement is in the best interests of those whose claims will be extinguished" and "make an independent assessment of the reasonableness of the terms to which the parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba, supra*, 91 Cal.App.4th at p. 245; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 1165-66 (*7-Eleven*)). The Court does not rubber stamp these motions, but rather serves as a guardian of absent class members' rights to ensure the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.) "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) The court's primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing. (Rubenstein et al., *Newberg on Class Actions* (5th ed. 2021) § 13:10 (Newberg)).

Settlement Class Definitions

The proposed Settlement Class is defined as follows:

"[A]ll current and former hourly-paid or non-exempt employees who worked for Defendant[s] within the State of California at any time during the Class Claim Period," which is the period from December 4, 2015 through September 14, 2016 and from January 22, 2021 through the date of preliminary approval. (Settlement Agreement, § I.D, I.R.)

There are approximately 1,145 Class Members. (Marquez Decl., ¶ 26.) The parties stipulate to certification of the class for settlement purposes only. (Settlement Agreement, § IV.) Plaintiff makes persuasive arguments that the proposed class is well suited for class certification because: (1) the class is easily ascertainable and sufficiently numerous; (2) the case concerns questions of law and fact common to all class members and those questions predominate over individual issues; (3) Plaintiff's claims are typical as he was subject to the same policies and practices as the class; (4) Plaintiff and his counsel meet the adequacy requirements; and (5) consolidating many potential individual actions into one renders this action superior to the multiplicity of individual suits. (Mov. Mot. P&A, pp. 17-21.) Accordingly, the Court provisionally certifies the class for settlement purposes for the reasons specified in Plaintiff's moving papers.

Class Representative & Class Counsel

Plaintiff is preliminarily approved as Class Representative. (*Id.*, § I.K.) Wilshire Law Firm, PLC is preliminarily approved as Class Counsel. (*Id.*, § I.C.)

Fair, Adequate, and Reasonable Settlement

Before approving a class action settlement, the Court must find that the settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 180.) "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Id.* at p. 1802.) The Court considers such factors as "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 stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of class members to the proposed settlement." (*Id.* at p. 1801.)

Under the terms of the Settlement Agreement, Defendant agrees to pay a non-reversionary Settlement Amount ("SA") of \$300,000. (Settlement Agreement, § I.Q.) The following amounts will be paid out from the SA: (1) attorneys' fees in the amount of \$100,000 (one-third of the SA) to Class Counsel; (2) litigation expenses not to exceed \$15,000 to Class Counsel; (3) administration costs not to exceed \$15,000 to be paid to the Settlement Administrator; (4) an Enhancement Payment of \$10,000 to be paid to Plaintiff; and (5) a PAGA Allocation of \$25,000. (*Id.*, §§ VIII, XIII, XIV, XVI.)

The remaining amount of the SA is approximately \$141,250 and will be paid to Class Members who do not opt out of the Settlement based on the pro rata number of workweeks each Class Member worked during the Class Period. (*Id.*, § X.) The average payment is estimated to equal \$123.36. (Marquez Decl., ¶ 26.) For tax purposes, individual settlement payments will be allocated as follows: 15% as wages and 85% as penalties and interest. (Settlement Agreement, § XV.) Employer-side taxes will be paid by Defendants in addition and not as a deduction from the SA. (*Ibid.*) Checks that are not cashed after 180 days will be paid as a cy pres award to the Center for Workers' Rights in Sacramento (*Id.*, § XI.C; see also Marquez Decl., ¶ 13-14; Mov. Mot. P&A, pp. 16-17.)

Participating Class Members will release Released Parties from all claims, both potential and actual, that were or may have been raised in the FAC or that are reasonably related to the allegations in the FAC. (Settlement Agreement, § VII.A.) "Released Parties" means (i) Defendants, (ii) each of their past, present, and future parents, subsidiaries, and affiliates, (iii) the past, present, and future shareholders, directors, officers, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity that could be jointly liable with any of the foregoing. (*Ibid.*)

The record demonstrates that the settlement was reached through arm's-length negotiations after sufficient investigation and discovery to allow both counsel and the Court to act intelligently. According to Class Counsel, following the filing of Plaintiff's Complaint, the parties exchanged documents and information before mediation. (Marquez Decl., ¶ 5.) Defendants produced a sample of time and pay records for class members as well as documents reflecting their wage-and-hour practices during the Class Period. (*Ibid.*) Defendants also provided substantive responses to interrogatories, requests for admission, and requests for production of documents. (*Ibid.*) The parties participated in mediation with Hon. Ronald M. Sabraw (Ret.) on October 21, 2020 but were unable to reach an agreement. (*Id.*, ¶¶ 7, 8.) On July 29, 2021 Defendants informed Plaintiff that a related case, *Rudy Garcia v. Construction Innovations Group, LLC et al.* (Case No. 34-2020-285239) ("Garcia Action"), settled on May 27, 2021. (*Id.*, ¶ 9.) Defendants argued that because Plaintiff was a member of the class under that settlement, Plaintiff had no remaining viable claims other than a short period covered under the Unfair Competition Law; however, Plaintiff maintained that a legitimate controversy existed as to each cause of action and as to Plaintiff's standing to bring class and representative claims. At the same time, Plaintiff recognized that proving the amount of wages due to each class member would be an expensive, time-consuming, and uncertain proposition. The parties ultimately reached a settlement on November 11, 2021. (*Id.*, ¶ 9.)

Class Counsel attests to its experience in this type of litigation and its opinion that the Settlement is fair, reasonable, adequate, and in the best interest of the class. (*Id.*, ¶¶ 16, 39-47.) Class Counsel estimates that the maximum recovery for the claims at issue is \$3,378,517, but after considering the risk and uncertainty of prevailing at certification and trial, the realistic maximum recovery is \$675,703.40. (*Id.*, ¶ 22.) Thus, the Settlement reflects 44% of the realistic recovery. (Errata, Exh. 1, ¶ 23.) Class Counsel also explains that this analysis is focused on evaluation of the settlement of Plaintiff's remaining UCL claim during the remaining class period not covered by the Garcia Action. (*Ibid.*) The Court finds this evaluation is reasonable and that the settlement is entitled to a presumption of fairness for purposes of preliminary approval. The Court will again evaluate the fairness of the settlement at the final approval stage.

PAGA Allocation

The Settlement Agreement provides for a \$25,000 PAGA Allocation, 75% of which (\$18,750) will be paid to the LWDA and 25% of which (\$6,250) will be paid to Participating PAGA Members on a pro rata basis based on the number of pay periods worked during the PAGA Claim Period. (Settlement Agreement, §§ X, XVI.) "Participating PAGA Members" are all persons who were employed by Defendants in California and performed work for Defendants in California as non-exempt employees during the PAGA Claim Period, which is the period from January 22, 2021 through the date of preliminary approval. (*Id.*, §§ I.B, I.N.) Each payment to Participating PAGA Members shall be treated as 100% penalties for tax purposes. (*Id.*, § X.) In exchange for this PAGA Allocation, Participating PAGA Members release all claims for civil penalties pursuant to PAGA, to include all claims for PAGA penalties, both potential and actual, that were or may have been raised in the FAC or that are reasonably related to the allegations in the FAC as to all Class Members who performed work during the PAGA Claim Period. (*Id.*, § VII.B.)

The Court requires that the payment to Participating PAGA Members be issued separately from any payment to Participating Class Members unless Plaintiff provides justification for combining those payments. (See, e.g., *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 541, fn. 5 "[I]t seems a single settlement of PAGA and class claims should consist of two separate payments and releases. One for the PAGA claims . . . and the other for the class claims, from which class members can opt out.")

Class Counsel explains that Plaintiff originally asserted PAGA penalties worth \$18.4 million for 661 employees who worked from December 4, 2018 to October 21, 2020. (Errata, Exh. 1, ¶ 23.) However, because of the settlement of the Garcia Action, and Defendant's position that Plaintiff cannot serve as a representative in a PAGA Action, Class Counsel focused on evaluation of Plaintiff's UCL claim during the class period after the period covered by the Garcia Action. (*Ibid.*) Notwithstanding this, the parties considered the statutory and PAGA claims in the settlement and have allocated \$25,000 of the \$300,000 SA toward settling the PAGA claims. The PAGA Allocation is preliminarily approved.

Proposed Class Notice

The Court finds the proposed Notice of Proposed Class Action Settlement fairly apprises the Class Members of the terms of the proposed settlement and their rights as prospective class members. (Le Decl., Exh. 2 ("Class Notice" or "Notice"); see *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164.) The Notice will be provided in English and Spanish and Class Members will have 45 days after the Class Notice is mailed to request exclusion from the Settlement. (Marquez Decl., ¶ 12; Settlement Agreement, § IX.C.) The Class Notice is approved.

Attorney's Fees and Costs

Class Counsel requests an award of attorney fees in the amount of one-third of the SA or \$100,000 in addition to reimbursement of litigation costs not to exceed \$15,000. (Settlement Agreement, § XIII.) The attorney fee award sought is higher than the average recognized by some authorities but consistent with others. (See Newberg, *supra*, § 15:83 [noting average hovers around 25%]; *Consumer Privacy Cases*

(2009) 175 Cal.App.4th 545, 558 & fn. 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 & n.11.) Class Counsel seeks one-third of the SA using the percentage of recovery method. Counsel argues this amount is appropriate because (1) its experience in wage-and-hour actions was integral in evaluating the strengths and weaknesses of this case; (2) Class Counsel has received fee awards of this percentage of gross recovery for the class in other cases; (3) taking on this case involved significant financial risk as Class Counsel accepted it on a contingency basis. The proposed attorney fee award is preliminarily approved with the expectation that Class Counsel will provide information necessary to perform a lodestar analysis in moving for final approval. The Court also preliminarily approves the \$15,000 litigation cost allocation with the expectation that Class Counsel will provide a declaration showing actual costs filed before the Final Approval hearing.

Settlement Administrator

Phoenix Settlement Administrators is appointed to act as the Settlement Administrator. (*Id.*, §§ VIII.) Also, the maximum allocation of \$15,000 for the cost of administration is reasonable and preliminarily approved. (Marquez Decl., Exh. 2.)

Class Representative Enhancement Award

The Court preliminarily approves the maximum \$10,000 Enhancement Award to Plaintiff in recognition of his time, effort, and exposure to risk in bringing this action. (Settlement Agreement, § XIV; Marquez Decl., ¶¶ 28-32; Xiong Decl., ¶¶ 4-9.)

Final Approval Hearing

The Court will again review and consider the terms of this settlement at the time of the final approval hearing, which is hereby set for **February 10, 2023 at 9:00 a.m.** in this department. The briefing for final approval shall be filed in conformity with Code of Civil Procedure § 1005.

Plaintiff shall submit an amended proposed order for the Court's signature consistent with the foregoing.

To request oral argument on this matter, you must call Department 28 at (916) 874-6695 by 4:00 p.m., the court day before this hearing and notification of oral argument must be made to the opposing party/counsel. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>. A Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) is required to be signed by each party, the private court reporter, and the Judge prior to the hearing, if not using a reporter from the Court's Approved Official Reporter Pro Tempore list, Once the form is signed it must be filed with the clerk.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211) and it must be filed with the clerk at least 10 days prior to the hearing or at the time the proceeding is scheduled if less than 10 days away. Once approved, the clerk will be forward the form to the Court Reporter's Office and an official reporter will be provided.

If oral argument is requested, the matter shall be held via Zoom with the links below:

To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept28>

To join by phone dial (833) 568-8864 ID 16039062174

Counsel for moving party is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.

