

03/21/2023

David W. Slavton, Executive Officer / Clerk of Court

**FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

By: _____ Deputy

Hughes v. Jeffrey Lee Galitz, MD APC, Case No. 21STCV30732

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is \$1,675,000.
- B. The Net Settlement Amount is the GSA minus the following:

Up to \$558,333 (1/3) for attorney fees (Fee Split: GH and C&H have agreed to divide any attorney's fees awarded in this case 60/40);

Up to \$40,000 for litigation costs (¶I.B);

Up to \$10,000 for a service award (¶I.D);

Up to \$6,750 for claims administration (¶I.A);

\$37,500 (75% of \$50,000 PAGA penalty) to the LWDA

(¶I.E).

C. Defendants will pay the Employer's Withholding Share of taxes in addition to the GSA.

D. Plaintiffs release of Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **October 4, 2023**. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed] Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and the parties must email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

Non-Appearance Case Review is set for October 11, 2023, 8:30 a.m., Dept. 9.

I.
BACKGROUND

This is a wage and hour class action. On August 19, 2021, Plaintiff filed a Class Action Complaint alleging causes of action for (1) failure to pay overtime, (2) violation of Labor Code § 226.2; (3) failure to pay wages for all work performed, (4) failure to provide meal and rest breaks, (5) inaccurate wage statements, (6) failure to reimburse expenses, and (7) violation of Business & Professions Code § 17200 et seq.

On November 1, 2021, Plaintiff filed a First Amended Class Action Complaint, adding causes of action for failure to pay final wages and recovery of civil penalties.

On June 13, 2022, Plaintiff filed the operative Second Amended Class Action Complaint, adding Podicare Services, Inc. and Wound Technology Network, Inc. as named defendants.

Counsel represents that they engaged in informal discovery and reviewed and analyzed numerous pay documents, including records and information produced by Defendants, and worked to develop information on potential damages. In connection with the mediation, Defendants produced anonymized driving records and pay records for approximately 20% of the proposed class members, including Plaintiff, in addition to personnel records, handbooks and policies. Defendants did not maintain time records for Class Members. Counsel have investigated and compiled publicly available information about Defendants and their businesses and engaged in informal discovery in connection with the mediation.

On May 19, 2022, the Parties attended a mediation session with Gig Kyriacou. The case settled after a full day of negotiation pursuant to a mediator's proposal. A fully executed copy of the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement") is attached to the Declaration of Aaron C. Gundzik ("Gundzik Decl.") as Exhibit 1.

On September 21, 2023, the Court issued a checklist of items and continued preliminary approval. In response, on February 14, 2023, counsel filed a fully executed Amended Settlement Agreement attached to the Supplemental Declaration of Aaron C. Gundzik ("Gundzik Supp. Decl.") as Exhibit B.

Now before the Court is Plaintiff's motion for preliminary approval of the settlement agreement.

II.
SETTLEMENT AGREEMENT

A. Definitions

"Class": all individuals who were employed by Galitz and allegedly employed by Podicare and WTN in California as non-exempt employees during the Class Period. (Settlement Agreement, ¶III.C.)

"Class Period": August 19, 2017 through the earlier of July 19, 2022 and the date of preliminary approval. (¶II.L)

"PAGA Employee": all individuals who were employed by Galitz and allegedly Podicare and WTN and worked at least one day for Defendants in California at any time during the PAGA Period. (¶II.X)

"PAGA Period": August 19, 2020 through the earlier of (1) July 19, 2022 and (2) the date of preliminary approval. (¶II.AA)

If, as reflected in the Class Data delivered to the Settlement Administrator, the total number of Class Member Qualifying Workdays exceeds 21,868 by more than twelve percent (12%) as of July 19, 2022, the GSA shall increase by the same percentage that the number of Qualifying Workdays exceeds 21,868 by more than twelve percent (12%). (¶IV. J)

The Parties stipulate to class certification for settlement purposes only. (¶IV.A)

B. Terms of Settlement Agreement

The essential terms are:

- The Gross Settlement Amount ("GSA") is \$1,675,000, non-reversionary. (¶I)
- The Net Settlement Amount (\$1,022,417) is the GSA minus the following:
 - Up to \$558,333 (1/3) for attorney fees (¶I.B);
- Fee Split: GH and C&H have agreed to divide any attorney's fees awarded in this case 60/40 respectively. Plaintiff has consented to the division of fees. (Gundzik Decl. ¶41, Exh. 2.)
 - Up to \$40,000 for litigation costs (¶I.B);
 - Up to \$10,000 for a service award (¶I.D);
 - Up to \$6,750 for claims administration (¶I.A);

- o \$37,500 (75% of \$50,000 PAGA penalty) to the LWDA (§I.E).
- Defendants will pay the Employer's IO Withholding Share in addition to the Gross Settlement Amount. (§II.O)
- Funding of the Settlement: Within ten (10) calendar days after the Effective Date, Defendants shall deliver the Gross Settlement Amount and Employer's Withholding Share to the QSF. (§IV.N)
- There is no claims process. (§I)
- Individual Settlement Payments: The Net Settlement Amount shall be divided among and distributed to individual Settlement Class Members using the following formula: (Individual Settlement Class Member's Qualifying Workdays ÷ All Settlement Class Members' Qualifying Workdays) x Net Settlement Amount. (§IV.L.1)
 - o Taxes: 20% as wages and 80% as penalties and interest. (§IV.L.6)
 - PAGA Payments: The PAGA Employee Portion will be divided among and distributed to all PAGA Employees based upon the number of PAGA Pay Periods they worked pursuant to the following formula: (Individual PAGA Employee's PAGA Pay Periods ÷ All PAGA Employees' PAGA Pay Periods) x \$12,500. (§IV.L.2)
 - o Taxes: 100% as penalties (§IV.L.6)
 - "Response Deadline" means the date that is forty-five (45) calendar days after the mailing of the Notices of Settlement. Provided, for Notices of Settlement that are re-mailed to a different address, the Response Deadline will be the earlier of: (1) forty-five (45) calendar days after re-mailing, and (2) ten (10) days before the initial date set by the Court for the Final Fairness and Approval Hearing. (§II.KK)
 - o If four or more Class Members submit timely and valid Requests for Exclusion, Defendants may, at their option, rescind the Settlement. (§IV.I)
 - Uncashed Checks: If any Settlement Class Member's settlement payment check has not been cashed or deposited within sixty (60) calendar days after disbursement, the Settlement Administrator shall attempt to contact each individual to advise them to cash their checks, and to offer to replace any checks reported as either lost or stolen. In attempting to contact such persons, the Settlement Administrator will send notices (1) by mail to the individuals' last known addresses (as provided by Defendants) after first checking those addresses against the NCOA database and skip tracing and (2) by telephoning or emailing such persons, in the event that Defendants provide telephone numbers and/or email addresses for such persons. If a Class Member's check is not cashed within 180 calendar days, the check will be void and a stop payment order may be placed on the

check. In such event, the Settlement nevertheless will be binding upon the Settlement Class Member. The funds represented by all uncashed settlement checks will be transmitted by the Settlement Administrator to the California State Controller as unclaimed property in the name of the individual Settlement Class Member. (¶IV.P)

- The claims administrator will be Phoenix Settlement Administrators. (¶II.00)
- The Settlement was submitted to the LWDA on July 28, 2022. (Gundzik Decl., Exh. 3.)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

III. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On May 19, 2022, the Parties attended a mediation session with Gig Kyriacou. The case settled after a full day of negotiation pursuant to a mediator's proposal. (Gundzik Decl. ¶10.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that they engaged in informal discovery and reviewed and analyzed numerous pay documents, including records and information produced by Defendants, and worked to develop information on potential damages. In connection with the mediation, Defendants produced anonymized driving records and pay records for approximately 20% of the proposed class members, including Plaintiff, in addition to personnel records, handbooks and policies. Defendants did not maintain time records for Class Members. Counsel have investigated and compiled publicly available information about Defendants and their businesses and engaged in informal discovery in connection with the mediation. (Id. at ¶6.) Plaintiff's counsel represented they used an on-line calculator www.raosoft.com/samplesize to determine whether the sample size is statistically relevant. (Gundzik Supp. Decl., ¶6.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (Id. at ¶¶11-14; Declaration of Daniel Holzman ¶¶1-3.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

The Court concludes that the settlement is entitled to a presumption of fairness.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Counsel provided the following estimated recovery, after discounting for risks related to certification and prevailing at trial, both on liability and damages:

CLAIM	MAX RECOVERY
Unpaid Overtime	\$725,000
Labor Code § 226.2	\$1,800,000
Unpaid Wages	\$0
Meal and Rest Breaks	\$3,250,000
Wage Statement Penalties	\$124,000
Unreimbursed Expenses	\$320,000
Waiting Time Penalties	\$905,000
PAGA Penalties	\$1,500,000
TOTAL	\$8,624,000

(Gundzik Decl., ¶¶25-36; Gundzik Supp. Decl., ¶¶8-19.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See Weinstat v. Dentsply Intern., Inc. (2010)

180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."))

4. Amount offered in settlement. Plaintiff's counsel obtained a \$1,675,000 non-reversionary settlement. This is approximately 19.4% of Plaintiff's estimated recovery, which is within the "ballpark" of reasonableness. The \$1,675,000 settlement amount, after reduced by the requested deductions, leaves approximately \$1,022,417 to be divided among approximately 89 class members. Assuming full participation, the resulting payments will average approximately \$11,487.83 per class member. [$\$1,022,417 / 89 = \$11,487.83$].

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

The Court concludes that the settlement can be preliminarily deemed fair, adequate, and reasonable.

C. Scope of the Release

Upon entry of the Final Approval Order and Judgment and Defendants' payment of the Gross Settlement Amount and Employer's Withholding Share, and except as to such rights or claims as may be created by this Settlement Agreement, the Settlement Class Members, on behalf of themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the

final judgment shall have, fully released and discharged the Released Parties from any and all Released Claims. (¶VI.A) Upon entry of the Final Approval Order and Judgment and Defendants' payment of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, all PAGA Employees, on behalf of themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the final judgment shall have, fully released and discharged the Released Parties from any and all PAGA Released Claims arising during the PAGA Period. (¶VI.B)

"Released Claims," means all wage-and-hour claims asserted in the Action or that arise from the facts alleged in the Complaint, including claims for: (1) violation of Labor Code section 510; (2) failure to pay for nonproductive time and rest breaks in violation of Labor Code section 226.2; (3) failure to pay wages for all work performed in violation of Labor Code sections 204 and 1197; (4) unpaid meal and rest period premiums in violation of Labor Code section 226.7(c); (5) non-compliant wage statements in violation of Labor Code section 226(a); (6) unreimbursed business expenses in violation of Labor Code section 2802; (7) final wages not timely paid in violation of Labor Code sections 201 and 202; and (8) violation of California Business & Profession Code Sections 17200, et seq., in relation to the forgoing Labor Code violations and violations of Labor Code sections 246, 247.5 and 2810.5. This release shall also include releases for claims under California Labor Code sections: 201-204, 226, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, 1198, 2802, and 2810.5 arising from the facts alleged in the Complaint. The time period of this release is from August 19, 2017, through the earlier of July 19, 2022 and the Preliminary Approval Date. (¶II.GG)

PAGA Released Claims" means any and all claims for California Labor Code violations under PAGA that are alleged in Plaintiff's August 19, 2021 letter to the Labor Workforce Development Agency ("LWDA") LWDA and/or in the Complaint, specifically for: (1) failure to pay overtime in violation of Labor Code section 510; (2) failure to pay for nonproductive time and rest breaks in violation of Labor Code section 226.2; (3) failure to pay wages for all work performed in violation of Labor Code sections 204 and 1197; (4) failure to provide meal and rest breaks and failure to pay wage premiums for such violations in violation of Labor Code section 226.7 and 512; (5) non-compliant wage statements in violation of Labor Code section 226(a); (6) unreimbursed business expenses in violation of Labor

Code section 2802; (7) failure to maintain time records in violation of Labor Code section 1174(d); (8) final wages not timely paid in violation of Labor Code sections 201 and 202; and (9) failure to provide sick leave and notice thereof, in violation of Labor Code sections 246, 247.5 and 2810.5. The time period of this release shall be the PAGA Period. (¶III.B)

"Released Parties" Defendants Jeffrey Lee Galitz, M.D., a Professional Medical Corporation dba Woundtech of California; Podicare Services, Inc.; and Wound Technology Network, Inc., as well as Defendants' current and former agents, officers, employees, directors, owners, subsidiaries, affiliates, parent companies, insurers, attorneys, shareholders, investors, related management companies and any other related parties but only as to the Released Claims and PAGA Released Claims. (¶III.HH)

Named Plaintiff will provide a general release and 1542 waiver. (¶VII)

D. May Conditional Class Certification Be Granted?

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (Amchem Products, Inc. v. Winsor (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (Dunk at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)

1. Numerosity. There are 89 putative class members. (Gundzik Decl. ¶37.) This element is met.

2. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (Sevidal v. Target Corp. (2010) 189 Cal.App.4th 905, 919.) All Class Members are identifiable through a review of Defendant's records. (Gundzik Decl. ¶38.)

3. Community of interest. "The community of interest requirement involves 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.'" (Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435.)

Class counsel contends that community of interest exists, as in the pleading, Plaintiff is claiming the same injuries based upon the same alleged wage and hour policies as are the Settlement Class Members. (Gundzik Decl. ¶39.) Common issues regarding Defendants' classification of their non-exempt employees as exempt, their treatment of the Class Members as to meal and rest breaks, unpaid time, unpaid overtime and reimbursement of expenses, the sufficiency of wage statements issued to Class Members and the amounts paid to separated employees at time of separation. (MPA, 29:3-8.)

Further, counsel contends that Plaintiffs' claims are typical. Plaintiff is seeking relief for the same wage and hour violations as are the rest of the Class Members. She seeks to impose liability on Defendants based on the same claims and theories, as well as the same alleged injuries, which apply to the Class as a whole. Thus, the claims of the Representative Plaintiff are typical of the claims of the Class. (Id. at 30:10-13.)

Finally, counsel contends that Plaintiff is an adequate class member because they do not have a conflict of interest with any of the Class Members, and they have been actively involved in this action. (Gundzik Decl. ¶76; Declaration of Mary Beth Hughes ¶¶10-13.)

4. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

5. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

The Court finds that the class may be conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the Notice Proper?

1. Content of class notice. The proposed notice is attached as Exhibit 1 to the Amended Settlement Agreement. Its

content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and claims administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

2. Method of class notice. Within 21 calendar days following the Court's order granting preliminary approval of the Settlement, Defendants will provide the Settlement Administrator with the Class Data in an electronic format acceptable to the Settlement Administrator. At the same time, Defendants will provide the Class Data, without Class Member names (and instead using a unique identifier), addresses or social security numbers, to Class Counsel. This information will remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, pursuant to Defendants' express written authorization, by order of the Court, or as otherwise provided for in this Agreement. To the extent that the Settlement Administrator requests to contact a Class Member by telephone or email, Defendants will provide the Settlement Administrator with such Class Member's last known telephone number and/or email address, if available to Defendants. (§IV.C)

Using the Class Data, the Settlement Administrator will:

- (1) confirm the number of Class Members and Qualifying Workdays,
- (2) finalize and print the Notice of Settlement;
- (3) check all addresses against the National Change of Address database; and
- (4) within ten (10) calendar days of receiving the Class Data, send to each Class Member via First-Class United States mail an English version of the Notice of Settlement to the most recent address known for each Class Member. Based upon the job requirements for Class Members, Defendants represent that all Class Members are proficient in English and that it is not necessary to translate of the Notice of Settlement into any other language. (§IV.C)

In the event that Defendants' Counsel or Class Counsel becomes aware of new addresses for any Class Member, prior to the filing of the motion for final approval, such information must immediately be communicated to the Settlement Administrator. The Settlement Administrator will then re-send a Notice of Settlement to the Class Member(s) at the new address.

For any Notice of Settlement that is returned as undeliverable, the Settlement Administrator will perform a utility database search or other skip trace. The returned Notices of Settlement will be re-mailed to the new addresses obtained for such Class Members. Such searching and re-mailing will be completed within ten (10) calendar days of the date that Notices of Settlement were originally returned as undeliverable. (¶IV.D) The Final Approval Order will be posted on the Settlement Administrator's website. (¶IV.K)

3. Cost of class notice. As indicated above, claims administration costs are estimated not to exceed \$6,750. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney Fees and Costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084, 1095-1096; Ramos v. Countrywide Home Loans, Inc. (2000) 82 Cal.App.4th 615, 625-626; Ketchum III v. Moses (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (Garabedian v. Los Angeles Cellular Telephone Company (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to \$558,333 in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

There is a fee split. Gundzik Gundzik Heeger LLP ("GGH") and Caskey and Holzman ("C&H") have entered into a written retention agreement with the representative Plaintiff. GGH and C&H have agreed to divide any attorney's fees awarded in this case 60/40 respectively. Plaintiff has consented to the division of fees. (Gundzik Decl. ¶41, Exh. 2.)

Class Counsel should also be prepared to justify the costs sought (capped at \$40,000) by detailing how they were incurred.

G. Incentive Award to Class Representative

The Settlement Agreement provides for an enhancement award to the class representative, Mr. Hughes, of up to \$10,000.

In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit" (Id. at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

IV.
CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Preliminary Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

2) The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$1,675,000.
B. The Net Settlement Amount is the GSA minus the following:

Up to \$558,333 (1/3) for attorney fees (Fee Split: GH and C&H have agreed to divide any attorney's fees awarded in this case 60/40);
Up to \$40,000 for litigation costs (¶I.B);
Up to \$10,000 for a service award (¶I.D);
Up to \$6,750 for claims administration (¶I.A);
\$37,500 (75% of \$50,000 PAGA penalty) to the LWDA (¶I.E).

C. Defendants will pay the Employer's Withholding Share of taxes in addition to the GSA.

D. Plaintiffs release of Defendants from claims described herein.

3) The Parties' Motion for Final Approval of Class Action Settlement must be filed by October 4, 2023. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

4) The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed] Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and the parties must email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

5) Non-Appearance Case Review is set for October 11, 2023, 8:30 a.m., Dept. 9.

CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: March 21, 2023



Yvette M. Palazuelos
YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge