

06/07/2023

David W. Slayton, Executive Officer / Clerk of Court

R. Arraiga Deputy

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

Gutierrez vs Del West Engineering, Inc., Case No. 21STCV45477

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 \$515,000.
- B. The Net Settlement Amount is the GSA minus the following:

- Up to \$180,250 (35%) for attorney fees (¶3.14) [Fee Split: one third going to each firm and the remaining third being distributed according to each firm's relative lodestar. Allen 2nd Supp. Decl., ¶27.]

- Up to \$8,500 for litigation costs (¶3.14);
- Up to \$7,500 for a Service Payment to the Named Plaintiff (¶3.13);

- Up to \$9,500 for settlement administration costs (¶3.18);

- \$22,500 (75% of \$30,000 PAGA penalty) to the LWDA. (¶3.15)

- C. Employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.

- D. Plaintiffs release of Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **December 7, 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 December 14, 2023,
8:30 a.m., Department 9.**

I.
BACKGROUND

This is a wage and hour class action. Defendant is "a multi-national manufacturing corporation specializing in the production of high-end components for racing, aerospace, watches and other industries." On December 14 2021, Plaintiff Marco Gutierrez filed his class action complaint alleging the following causes of action: (1) Failure to Pay All Wages Owed (Violation of California Wage Orders and Labor Code §§ 510, 1194, 1197); (2) Failure to Provide Meal Periods and Rest Breaks or Pay Meal and Rest Break Premiums (California Labor Code §§ 226.7 and 512); (3) Failure to Pay Wages on Separation of Employment (California Labor Code §§ 203, 2926, 2927); (4) Failure to Provide Accurate Itemized Wage Statements (California Labor Code § 226); and (5) Unfair Business Practices (California Business & Professions Code §§ 17200-17208).

On August 18, 2022 Plaintiff filed a First Amended Complaint to officially add the PAGA claim to the pleading.

Counsel represents that as part of the pre-mediation data exchange Plaintiff and his counsel received class metrics and employment records including Plaintiff's personnel file, punch data and payroll data; Documents relating to the adoption of Defendant's Alternate Workweek Schedule including copies of the notices and documents filed with the DLSE; Punch detail report for a sampling of one-third of the putative class for the period of December 14, 2017 through March 5, 2022; and, a Payroll summary report for a sampling of one-third of the putative class for the period of December 14, 2017 through March 5, 2022.

The Parties attended an unsuccessful full day mediation session with Dennis Moss on April 21, 2022. Mr. Moss continued to work with the Parties' counsel after the session and they were ultimately able, with the help of a mediator's proposal and several weeks of additional discussions, to finalize a settlement, a fully executed copy of the Settlement Agreement was filed with the Court on October 4, 2022 attached to the Declaration Of Kevin R. Allen ("Allen Decl."), as Exhibit 1.

Counsel filed a fully executed Amended Settlement Agreement with the Court on December 20, 2022 attached to the Supplemental

Declaration Of Kevin R. Allen ("Allen Supp. Decl."), as Exhibit S1.

On January 20, 2023, the court issued a checklist of items for counsel to address and continued preliminary approval. In response, on May 17, 2023, counsel filed a fully executed Amended Settlement Agreement attached to the Second Supplemental Declaration Of Kevin R. Allen ("Allen 2nd Supp. Decl."), as Exhibit 1.

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

II.

SETTLEMENT AGREEMENT

A. Definitions.

"Class" or "Class Members": all current and former individuals who have been employed by Del West Engineering, Inc. as a non-exempt employee in one or more of the job titles listed in Exhibit A to the settlement within the State of California at any time during the Class Period; however, former employees who Defendant laid off in September 2019 as part of Defendant's reduction in force and who received separation pay in exchange for a general release of claims are excluded from the Class and are not entitled to any additional payments provided in this Settlement. (Settlement Agreement, ¶1.3)

"Job Titles": 1. Final Inspector; 2. Forge Operator; 3. Inspector; 4. Machine Operator; 5. Machinist; 6. Maintenance Mechanic; 7. Maintenance Technician; 8. Polisher; 9. Preventive Maintenance Technician; 10. Prototype Machinist; 11. PVD Operator; 12. Quality Assurance Technician; 13. Receiving Clerk; 14. Robotic Polish Operator; 15. Sodium Fill Operator; 16. Janitor - AWS; 17. Shipping Clerk - AWS ; 18. Team Leader - AWS. (Exhibit A)

"Class Period": December 14, 2017 through and including June 26, 2022 (i.e., 60 days from the date the Parties accepted the mediator's proposal). (¶1.9)

"PAGA Members": all current and former individuals who have been employed by Del West Engineering, Inc. as a non-exempt employee in one or more of the job titles listed in Exhibit A to the Settlement within the State of California at any time during the PAGA Period. (¶1.25)

"Job Titles": 1. Final Inspector; 2. Forge Operator; 3. Inspector; 4. Machine Operator; 5. Machinist; 6. Maintenance Mechanic; 7. Maintenance Technician; 8. Polisher; 9. Preventive Maintenance Technician; 10. Prototype Machinist; 11. PVD Operator; 12. Quality Assurance Technician; 13. Receiving Clerk; 14. Robotic Polish Operator; 15. Sodium Fill Operator; 16. Janitor - AWS; 17. Shipping Clerk - AWS ; 18. Team Leader - AWS. (Exhibit A)

"PAGA Period": December 14, 2020 through and including June 26, 2022 (i.e., 60 days from the date the Parties accepted the mediator's proposal). (¶1.27)

There are approximately 172 class members. (Allen Decl. ¶30.)

Defendant represented that there were 18,515 Compensable Weeks during the Class Period through March 22, 2022. If the total number of Compensable Weeks during the entirety of the Class Period exceeds this figure by fifteen (15%) (i.e., 21,292 Compensable Weeks), then the Parties will meet and confer in good faith regarding a potential proportional increase in the Maximum Settlement Amount based on the Compensable Weeks in excess of 18,515. (¶3.16)

The Parties stipulate to class certification for settlement purposes only. (¶2.2)

B. Terms of Settlement Agreement

The essential terms are:

- The Maximum Settlement Amount ("MSA") is \$515,000, non-reversionary. (¶1.22)
 - The Net Settlement Amount ("Net") (\$286,750) is the MSA minus the following:
 - Up to \$180,250 (35%) for attorney fees (¶3.14);
 - Fee Split: one third going to each firm and the remaining third being distributed according to each firm's relative lodestar. (Allen 2nd Supp. Decl., ¶27.)
 - Up to \$8,500 for litigation costs (¶3.14);
 - Up to \$7,500 for a Service Payment to the Named Plaintiff (¶3.13);
 - Up to \$9,500 for settlement administration costs (¶3.18);
- and

- o Payment of \$22,500 (75% of \$30,000 PAGA penalty) to the LWDA. (§3.15)
- Defendants will pay their share of taxes separate from the MSA. (§1.22)
- Funding of Settlement: Defendant is required to fully fund and pay Five Hundred Fifteen Thousand Dollars (\$515,000.00) of the Maximum Settlement Amount on the earlier of July 1, 2023 or seven (7) days after the Effective Date of the Settlement. (§3.10)
- There is no claim form requirement. (§1.39)
- Individual Settlement Payment Calculation: Each Settlement Class Member's share of the Net Settlement Amount shall be determined as follows:
 - o Total Workweeks = (1 x all Covered Employee Weeks)
 - o Workweek Value = Net Settlement Amount ÷ Total Workweeks
 - o Individual Class Settlement Payment = [(1 x individual Covered Employee Weeks) x Workweek Value. (§3.12.2)
 - Tax Allocation: 33.3% as wages and 66.7% as interest and penalties. (§3.12.3)
- PAGA Payments: The PAGA Settlement Payments payable to each PAGA Member shall be determined as follows:
 - o Pay Period Value = PAGA Settlement Amount ÷ total Compensable Pay Periods
 - o Individual PAGA Settlement Payment = individual Compensable Pay Periods x Pay Period Value. (§3.12.4)
 - Tax Allocation: 100% penalties. (Ibid.)
- "Response Deadline" means the date that is sixty (60) calendar days after the Settlement Administrator mails the Class Notice to Class Members and the last date on which Class Members eligible for Class Settlement Payments only may: (a) postmark or fax a Request for Exclusion to the Administrator; (b) postmark or fax a Notice of Objection to the Settlement to the Administrator; or (c) postmark or fax a Dispute to the Settlement to the Administrator. (§1.36) If an updated mailing address is identified, the Administrator shall re-send the Class Notice to the Class Member and/or PAGA Member. Class Members to whom a Class Notice is re-sent after having been returned undeliverable to the Administrator shall have fourteen (14) calendar days thereafter or until the Response Deadline has expired, whichever is later, to mail or fax the Request for Exclusion, Notice of Objection, or Dispute. (§3.3.5)
 - o If ten percent (10%) or more of the Class Members, or a number of Class Members whose Class Settlement Payments represent ten percent (10%) or more of the total of all Class Settlement Payments, validly elect not to participate in the

Settlement, Defendant will have the right to rescind the Settlement. (¶3.17)

- **Uncashed Settlement Checks:** If a Settlement check is not cashed or deposited within one hundred eighty (180) calendar days after the date it is mailed to a Settlement Class Member, it will be voided. The funds associated with such voided checks will be transmitted to the Unclaimed Property Fund maintained by the State Controller's Office in the names of the Settlement Class Members. (¶3.9)
- The settlement administrator will be Phoenix Settlement Administrators. (¶1.2)
- The proposed settlement was submitted to the LWDA on May 3, 2023. (Allen 2nd Supp. Decl., ¶¶30-31.)
- 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. The Parties attended an unsuccessful full day mediation session with Dennis Moss on April 21, 2022. (Allen Decl., ¶11.) Mr. Moss continued to work with the Parties' counsel after the session and they were ultimately able, with the help of a mediator's proposal and several weeks of additional discussions, to finalize a settlement. (Ibid.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that as part of the pre-mediation data exchange Plaintiff and his counsel received class metrics and employment records including Plaintiff's personnel file, punch data and payroll data; Documents relating to the adoption of Defendant's Alternate Workweek Schedule including copies of the notices and documents filed with the DLSE; Punch detail report for a sampling of one-third of the putative class for the period of December 14, 2017 through March 5, 2022; and, a Payroll summary report for a sampling of one-third of the putative class for the period of December 14, 2017 through March 5, 2022. (Id. at ¶10).

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (Id. at ¶¶42-44; Declaration of Nicolas Orihuela, ¶¶2-6).

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.)

Class Counsel has provided information, summarized below, regarding the factual basis for, and estimated maximum exposure for each of the claims alleged.

CLAIM	EXPOSURE	DISCOUNTED EXPOSURE
Overtime	\$1,401,215	\$70,060
Meal Breaks	\$1,401,215	\$280,243
Rest Breaks	\$ 700,607	\$35,030
Waiting Time Penalties	\$283,800	\$35,475
Wage Statement Penalties	\$256,250	\$32,031
PAGA	\$256,250	\$30,000
Interest	\$420,364	\$40,284
TOTAL	\$4,719,701	\$523,123

(Allen 2nd Supp. Decl., ¶¶8-17.)

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 \$515,000 non-reversionary settlement. The \$515,000 settlement amount constitutes approximately 11% of Defendant’s maximum exposure. Given the uncertain outcomes, the settlement appears to be within the “ballpark of reasonableness.”

The \$515,000 settlement amount, if reduced by the requested deductions, will leave \$286,750 to be divided among approximately 172 class members. The resulting payments will average \$1,667.15 per class member. [$\$286,750 / 172 = \$1,667.15$].

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

As of the date Defendant funds the Settlement all Settlement Class Members, including Plaintiff, release the Released Parties from the Released Class Claims, and all PAGA Members, including Plaintiff, release the Released PAGA Claims. (¶3.1.1)

"Released Class Claims" means any and all wage-and-hour individual and class claims, rights, demands, liabilities, and/or causes of action of every nature and description, arising from or related to any and all claims during the Class Period that were asserted or could have been asserted based on the facts alleged in the Complaint, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. (§1.32)

"Released PAGA Claims" means any and all individual and representative PAGA claims for civil penalties, attorneys' fees, and costs during the PAGA Period under California Labor Code section 2698, et seq. and any applicable IWC Wage Order that were or could have been asserted based on the facts alleged in the Complaint and Plaintiff's notice to the LWDA. (§1.33)

"Released Parties" means Del West Engineering, Inc., and all of its current and former parents, subsidiaries, predecessors and successors, and affiliated entities, and each of their respective officers, directors, owners, employees, partners, shareholders, agents, attorneys, insurers, and assigns, and each of them. (§1.34)

Named Plaintiff will also provide a general release and CC § 1542 waiver. (§3.1.2)

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. Windsor (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 approximately 172 class members. (Allen Decl. §30.) 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. (Motion, 15:22-25.)

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.)

Counsel contends that the primary questions in the case, such as whether Defendant's alternate workweek election was valid and whether timely meal periods were permitted, are common ones applicable to all Class Members. Further, counsel contends commonality is met because Plaintiff also contends Defendant had uniform formal policies and procedures pertaining to the calculation and payment of wages, scheduling, meal and rest periods, the issuance of wage statements, and final pay at termination. (Motion, 16:10-16.)

Further, counsel contends typicality is met because Plaintiff's claims are based on the same allegedly violative policies, procedures and conduct by Defendant, i.e., failure to pay all wages owed including overtime and meal and rest period premiums. Therefore, Plaintiff's claims share the same legal theories as proposed Settlement Class Members and seek the same types of damages for unpaid wages, meal and rest period premium pay, inaccurate wage statement penalties, waiting time penalties, and penalties under PAGA. (Motion, 17:2-7.)

Finally, counsel contends that adequacy is met because Plaintiff has no conflicts with the class and is represented by adequate counsel. (Motion, 17:13-15; Declaration of Marco Gutierrez, *passim*.)

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 to the Amended Settlement Agreement as Exhibit B. 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; attorney fees and costs; enhancement awards; 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. Notice will be made via direct mail. A Spanish and English version of the Class Notice will be mailed to each Class Member. (§3.4) No more than fourteen (14) days after the entry of the Preliminary Approval Order, Defendant shall provide the Administrator with the Class Information for purposes of administering the Settlement. (§3.3.2) The Parties agree that locating and contacting Class Members and PAGA Members is an important and material aspect of the Settlement. In this regard, the Administrator shall undertake diligent efforts to locate Class Members and PAGA Members and utilize the best practicable means available for purposes of verifying and/or updating the current address and telephone numbers for all Class Members (including skip tracing). After updating against the National Change of Address Database, the address(es) identified by the Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and PAGA Member. (§3.3.3) No more than fourteen (14) calendar days after receiving the Class Information from Defendant as provided herein, the Administrator shall mail copies of the Class Notice to all Class Members and PAGA Members by First-Class U.S. Mail. Prior to mailing the Class Notices, the Administrator will use the United States Postal Service National Change of Address Database to locate updated addresses to ensure that the Class Notice is sent to all Class Members and PAGA Members at the addresses most likely to result in receipt of the Class Notice. It will be conclusively presumed that, if an envelope so mailed has not been returned by the Response Deadline, the Class Member and/or PAGA Member received the Class Notice. (§3.3.4) Any Class Notice that is returned to the Administrator as non-delivered on or before the

Response Deadline shall be re-mailed to the forwarding address affixed thereto, if any. If no forwarding address is provided, the Settlement Administrator shall make any further reasonable efforts to obtain an updated mailing address within two (2) business days of the date of the return of the Class Notice, including, without limitation, conducting one skip trace search. If a Class Member's Class Notice is returned to the Administrator more than once as non-deliverable, then the Administrator shall not be required to undertake any additional re-mailing of the returned Class Notice. (§3.3.5) To provide notice of judgment to the Class, the Administrator will post the Court's Final Approval Order and Judgment on its website for sixty (60) calendar days after the date of entry of the Final Approval Order and Judgment, and no individualized notice will be required. (§3.20)

3. Cost of class notice. As indicated above, settlement administration costs are estimated to be \$9,500. 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 \$180,250 (35%) in attorney fees and up to \$8,500 in costs will be addressed at the final 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.

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

G. Incentive Award to Class Representative

The Settlement Agreement provides for an enhancement award of up to \$7,500 for the class representative.

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 \$515,000.

B. The Net Settlement Amount is the GSA minus the following:

Up to \$180,250 (35%) for attorney fees (¶3.14) [Fee Split: one third going to each firm and the remaining third being distributed according to each firm's relative lodestar. Allen 2nd Supp. Decl., ¶27.]

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\$22,500 (75% of \$30,000 PAGA penalty) to the LWDA. (¶3.15)

C. Employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the GSA by Defendant.

D. Plaintiffs release of Defendants from claims described herein.

3) The Parties' Motion for Final Approval of Class Action Settlement must be filed by December 7, 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 December 14, 2023, 8:30 a.m., Department 9.

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

IT IS SO ORDERED.

DATED: June 7, 2023




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