

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 23

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

Court Attendant: M. Aria

CSR: None

24CV005325

June 6, 2025

9:00 AM

RAMIREZ

vs

**ARGUS PROFESSIONAL STORAGE MANAGEMENT,
LLC.**

MINUTES

APPEARANCES:

No Appearances

**NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of
Settlement**

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

The Court affirmed the tentative ruling.

TENTATIVE AFFIRMED

Plaintiff Luis Ramirez's ("Plaintiff") motion for preliminary approval of class action settlement is UNOPPOSED and GRANTED as follows.

Overview

This is a consolidated wage and hour action comprised of: (1) a class action complaint; and (2) a representative action complaint under the Private Attorneys General Act ("PAGA"). In the operative class action complaint filed on March 20, 2024, Plaintiff alleges the following causes of action against Defendant Argus Professional Storage Management, LLC ("Defendant"): (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) failure to pay all wages due at the time of termination of employment; (7) failure to reimburse/illegal deductions; and (8) unfair competition. In the PAGA complaint filed on May 21, 2024, Plaintiff alleges the underlying Labor Code violations to recover penalties under PAGA: (1) failure to pay straight, regular rate

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wages for all work performed; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay wages due at termination and during employment; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; (7) failure to pay employees two times per month; and (8) failure to reimburse business expenses.

The Parties engaged in discovery. (Mara Decl. ¶¶ 14-15.) Defendant produced its employee policies and practices, as well as a sampling of wage and time records for Plaintiff and Class Members. (*Ibid.*) On January 7, 2025, the Parties attended a mediation with Brandon McKelvey. (*Id.* at ¶ 24.) The Parties reached a settlement at mediation after accepting a mediator's proposal. (*Ibid.*) The Parties entered into a written settlement agreement. (*Id.* at Ex. 1 ("Agreement").) Plaintiff now seeks preliminary approval of this class and PAGA settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

Settlement Class Certification

Plaintiff seeks to certify the following settlement class: All current and former hourly non-exempt employees who worked for Defendant in California from March 20, 2020, through March 15, 2025. (Agreement ¶ 5.) There are approximately 57 Class Members. (MPA 8:25-26; Mara Decl. Ex. 4.) The Parties have stipulated to settlement class certification. (Agreement ¶ 56.) The Court finds, based on the moving papers, that Plaintiff has established the requisites for class certification. The Court preliminarily certifies the proposed class for settlement purposes only.

Aggrieved Employees

Aggrieved Employees are defined in the Agreement as: All current or former hourly non-exempt employees who worked for Defendant in the State of California from March 17, 2023, through March 15, 2025. (Agreement ¶ 3.) There are approximately 57 Aggrieved Employees. (Mara Decl. Ex. 4.) Aggrieved Employees will receive their share of the PAGA penalty regardless of whether they opt out of the class portion of the settlement. (Agreement ¶¶ 63(E)(i), 65 & Ex. A ("Class Notice").) Plaintiff's counsel gave notice of the settlement and this motion to the Labor and Workforce Development Agency ("LWDA"). (Mara Decl. Exs. 4-5.)

Class Representative

The Court preliminarily appoints Plaintiff as Class Representative for settlement purposes only.

Class Counsel

The Court preliminarily appoints David Mara and Matthew Crawford of Mara Law Firm, PC as Class Counsel for settlement purposes only.

Settlement Administrator

The Court appoints Apex Class Action LLC as the settlement administrator.

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Fair Adequate and Reasonable Settlement

The Court must find a settlement is “fair, adequate, and reasonable” before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) “[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 1802.) In making its fairness determination, the Court considers the strength of the Plaintiffs’ case, the risk, expenses, 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, and the experience and views of counsel. (*Id.* at 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

Defendant agrees to pay the Gross Settlement Amount (“GSA”) of \$273,500. (Agreement ¶¶ 22 & 54.) Defendant will separately pay employer-side payroll taxes. (*Ibid.*) The following will be paid out of the GSA: (1) a service award/general release payment to Plaintiff in an amount up to \$7,500; (2) attorneys’ fees equaling one-third of the GSA (\$91,166.66) and litigation costs not to exceed \$15,000 to Class Counsel; (3) settlement administration costs not to exceed \$6,500; (4) a PAGA Penalty of \$30,000 (75% of which will be paid to the LWDA and 25% of which will be paid to Aggrieved Employees); and (5) individual class member payments. (*Id.* at ¶¶ 59-61.)

For tax purposes, class member payments will be allocated as follows: 20% wages, 40% penalties, and 40% interest. (Agreement ¶ 59(B).) PAGA payments will be treated entirely as penalties. (*Id.* at ¶ 60(B).) Class Members have 60 days to respond to the Class Notice. (*Id.* at ¶ 40.) The funds from settlement checks that remain uncashed after 180 days will be sent to the California Unclaimed Property Fund in the name of the payee. (*Id.* at ¶ 63(M).) The average settlement share amount is approximately \$2,163.74. (Mara Decl. ¶ 37.)

Class Release

The Released Class Claims are defined as: “All claims alleged or that reasonably could have been alleged **based on a reasonable interpretation of the facts** alleged in the Class Action. All Released Class Claims are limited to the Class Period.” (Agreement ¶ 37 [emphasis added].) The Court notes that the emphasized language almost gives rise to a vagueness concern. However, given that a court would be interpreting the facts alleged in the Complaint if a dispute as to the release’s scope were to arise, the Court will approve of the proposed release language.

Disposition

The Court finds that all relevant factors support preliminary approval. (*Dunk, supra*, 48 Cal.App.4th at 1802.) The moving papers demonstrate the settlement was reached after arms-

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length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the parties, and therefore, this Court, to act intelligently with respect to the settlement. Class Counsel conducted a thorough investigation into the facts and law and issues in this case, including the exchange of discovery and the review of extensive information. The settlement appears to be within the “ballpark of reasonableness.” (Mara Decl. ¶¶ 26-37.) Therefore, the motion is granted. The Court also approves the proposed Class Notice. The Notice shall be disseminated as provided in the Agreement. The Court will sign the proposed order submitted with the moving papers.

The Final Approval Hearing will take place on November 14, 2025, at 9:00 a.m. in this Department. The Court is unavailable on the date requested by Plaintiff. The Court will amend the proposed order at paragraph 16(g) to state the November 14, 2025, hearing date.

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

Hearing on Motion for Final Approval of Settlement is scheduled for 11/14/2025 at 9:00 AM in Department 23 at Gordon D. Schaber Superior Court.

By: /s/ T. Shaddix
T. Shaddix, Deputy Clerk

Minutes of: 06/06/2025
Entered on: 06/06/2025