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Attorneys for Plaintiffs
DANIEL UMANZOR, TONIE MONTOYA RODARTE, MELISSA PAZMINO, and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DANIEL UMANZOR, TONIE MONTOYA RODARTE, MELISSA PAZMINO, on behalf of themselves and others similarly situated,

Plaintiffs,

v.

REGENTS OF THE UNIVERSITY OF CALIFORNIA,

Defendant.

Case No. 23STCV20460

FIRST AMENDED RULING RE. MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Assigned for all purposes to The Honorable Elaine Lu, Dept. 9]

Hearing Date:	December 16, 2025
Hearing Time:	8:30 a.m.
Complaint Filed:	April 14, 2023
Trial Date:	Not Set

FILED
Superior Court of California
County of Los Angeles
08/04/2025
David W. Slayton, Executive Officer / Clerk of Court
By: R. Arraiga Deputy

FIRST AMENDED RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Daniel Umanzor, et al. v. Regents of the University of California
Case No.: 23STCV20460
Hearing: July 2, 2025
Department 9
Hon. Elaine Lu
Non-Appearance Case Review: August 14, 2025 (advanced to this date)

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

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$646,250**, non-reversionary. (¶3.1)
- The Net Settlement Amount is the GSA minus the following:
    - Up to **$75,000** for attorney fees (¶3.2.2);
    - Up to **$10,000** for litigation costs (*Ibid.*);
    - Up to **$3,000** for Service Payments to the Named Plaintiffs ($1,000 each) (¶3.2.1); and
    - Up to **$15,000** for settlement administration costs (¶3.2.3).
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **November 14, 2025** and will be heard on **December 16, 2025, 8:30 am in Department 9.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class action Settlement is set for November 21, 2025, 8:30 a.m., Department 9.

BACKGROUND

This is a wage and hour class action. Plaintiffs are administrative employees at UCLA Health and are part of Defendant's Clerical and Allied Service Workers ("CX") Bargaining Unit, which is represented by Teamsters Local 2010, who were not provided the Worker Retention Pay ("WRP").

On June 30, 2022, Senate Bill 184 went into effect, which in part added the Hospital and Skilled Nursing Facility COVID-19 Worker Retention Pay ("WRP") to the Labor Code. (Lab. Code §§ 1490, et seq.) Labor Code § 1490 calls for a worker retention payment to be paid to workers in specified health care facilities to "advance California's effort to promote stability and retention in California's health care workforce" in response to the COVID-19 pandemic.

Under the statute, if an employee worked between 100 to 399 hours on-site between July 30 through October 28, 2022, the employee is considered an eligible part-time employee and is entitled to $750, as well as a potential $500 bonus match, or $1,250. (Lab. Code §§ 1491(f); 1492(a), (c)(2). If an employee worked 400 or more hours on-site between July 30 through October 28, 2022, the employee is considered an eligible full-time employee and is entitled to a base payment of $1,000, as well as a potential $500 bonus match, or $1,500. (Lab. Code § 1491(e); Lab. Code § 1492(a), (c)(1).) If an employee took leave between July 30 through October 28, 2022, but would otherwise have been scheduled to work on-site, the hours spent on leave "may" count towards an employee's eligibility for the payment.

Prior to initiating the lawsuit, Plaintiffs' Counsel submitted a letter to the University of California Los Angeles ("UCLA") Director of Employer and Labor Relations seeking review of UCLA's decision to deny the WRP to the Plaintiffs and putative Class seeking review of Defendant's decision to deny the WRP to the Plaintiffs and other members of the CX Unit.

On or about April 14, 2023, Plaintiffs filed the instant lawsuit in the Superior Court of California, County of Alameda. The single cause of action in the lawsuit is for failure to provide the retention payments under Labor Code §§ 1491 through 1493.

Plaintiffs filed the action on behalf of themselves and similarly situated employees who worked for UCLA Health at a qualifying facility during the eligibility period and were denied the WRP, pursuant to Labor Code § 1490, et seq.

On June 30, 2023, the Court granted the Parties' stipulation to transfer the matter to the Superior Court of California, County of Los Angeles.

On October 1, 2024, the parties participated in a day-long private mediation with Mediator Kevin Barnes, and were able to come to an agreement, a fully executed copy which was filed with the Court on February 28, 2025 attached to the Declaration of Sarah Sam Kanbar ("Kanbar Decl.") as Exhibit 1.

On May 1, 2025, Plaintiff filed the Class Action Settlement and Class Notice in electronic, text-searchable format.

Now before the Court is the Motion for Preliminary Approval of the Settlement

Agreement.

SETTLEMENT CLASS DEFINITION

- "Class" means all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit ("CX Unit") who worked 100 or more hours in a Qualifying Facility from July 30, 2022 to October 28, 2022 (the "Class Period"), who continued to work onsite through November 28, 2022, and who did not previously receive a Hospital and Skilled Nursing Facility COVID-19 Worker Retention Pay ("WRP") pursuant to Labor Code sections 1491, 1492, and 1493. The Class is divided between Full-Time Class Members and Part-Time Class Members. There are approximately 443 Class Members. Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period. (Settlement Agreement, ¶1.4.)
    - "Full-Time Class Member" means all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit who worked 400 or more hours onsite in a Qualifying Facility from July 30, 2022 to October 28, 2022, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP. There are 370 Full-Time Class Members. (¶1.20)
    - "Part-Time Class Member" means all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit who worked between 100-399 hours onsite in a Qualifying Facility from July 30, 2022 to October 28, 2022, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP. There are 73 Part Time Class Members. (¶1.26)
    - "Qualifying Facility" means (1) a general acute care hospital per Section 1250(a) of the Health & Safety Code; (2) an acute psychiatric hospital per Section 1250(b) of the Health & Safety Code; (3) a skilled nursing facility per Section 1250(c) of the Health & Safety Code; (4) a clinical organized under Section 1206 of the Health & Safety Code; (5) a clinic organized under sections (b), (d) or (r) under Section 1206 of the Health & Safety Code; (6) a physician organization at is part of a fully integrated delivery system that includes a physician organization, health facility or health system, and a nonprofit health care service plan that provides medical services to enrollees in a specific geographic region of the state through an affiliate hospital system; and (7) designated public hospital system that is comprised of a designated public hospital, as defined in subdivision (f) of Section 14184.10 of the Welfare and Institutions Code. (¶1.29)
    - "Class Period" means July 30, 2022 to November 28, 2022. (¶1.11)
- The Parties agree that based on Defendant's records, during the Class Period (i.e., from July 30, 2022 through October 28, 2022), there were 370 Full-Time Class Members and 73 Part-Time Class Members. In the event there are additional Class Members who meet the requirements under the Class Definition not previously identified, Defendant may elect, but is not obligated, to increase the Gross Settlement Amount on a pro rata basis (i.e. if a Full-Time Class Member is identified, the Gross Settlement Amount may

be increased by $1,500; if a Part-Time Class Member is identified, the Gross Settlement Amount may be increased by $1,250.)) (¶7.9)

- The parties agree to conditional class certification for the purposes of settlement. (¶12.1)

<u>TERMS OF SETTLEMENT AGREEMENT</u>

<u>The essential terms are as follows:</u>

- The Gross Settlement Amount ("GSA") is **$646,250**, non-reversionary. (¶3.1)
- The Net Settlement Amount ("Net") (**$543,250**) is the GSA minus the following:
    - Up to **$75,000** for attorney fees (¶3.2.2);
    - Up to **$10,000** for litigation costs (*Ibid.*);
    - Up to **$3,000** for Service Payments to the Named Plaintiffs ($1,000 each) (¶3.2.1); and
    - Up to **$15,000** for settlement administration costs (¶3.2.3).
- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- Funding of GSA: Defendant shall fully fund the Gross Settlement Amount, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, if necessary, by transmitting the funds to the Administrator no later than sixty (60) days after the Effective Date. (¶4.3)
- Distribution of GSA: Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.. (¶4.3.1)
- There is no claim form requirement. (¶3.1)
- Participating Class Member Payments: An Individual Class Payment is calculated based on hours worked at a Qualifying Facility during the Class Period as follows: Part-Time Class Members will receive an Individual Class Payment of $1,250. Full-Time-Time Class Members will receive an Individual Class Payment of $1,500. (¶3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. Any amounts equal to the Individual Class Payments to which Non-Participating Class Members may have otherwise been entitled shall remain in the Gross Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.6)
    - Tax Allocation: 50% as wages and 50% as interest and penalties. (¶3.5.2)
- "Response Deadline" means 45 calendar days after the Administrator mails Notice to Class Members and will be the last date on which Class Members may: (a) mail, fax, or email Requests for Exclusion from the Settlement, or (b) mail, fax, or email his or her objection to the Settlement. Class Members to whom the Administrator resends Notice Packets after having been returned undeliverable will have an additional 14 calendar

days beyond the date the Response Deadline has expired. (¶1.33) The same deadlines apply to the submission of workweek disputes. (¶7.6)

  - If the number of valid Requests for Exclusion exceeds 7.5% of the total of all Class Members, Defendant may elect to withdraw from the Settlement. (¶8)

- Uncashed Settlement Checks: The Administrator will cancel all checks not cashed by the Void Date (180 days after the date of mailing). (¶4.3.1) For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶4.4.4)
- The settlement administrator will be APEX Class Action Administration. (¶1.2)
- Participating class members and the named Plaintiffs will release certain claims against Defendants. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On October 1, 2024, the parties participated in a day-long private mediation with Mediator Kevin Barnes. (Kanbar Decl., ¶15.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represent that Defendant agreed to informally produce responsive discovery responses and documents to assist the parties in preparing for mediation, through which, Plaintiffs reviewed internal communications between Defendant and DHCS about administration of the WRP, an Excel spreadsheet of CX Unit employees who received the WRP and an Excel spreadsheet for those CX Unit employees who did not receive the WRP, along with information allowing Plaintiffs to evaluate whether the employee met the WRP eligibility criteria laid out in Labor Code § 1490, et seq., including the total hours the employee worked between July 30, 2022 through October 28, 2022, if the employee worked less than 100 hours during that same time period, 100 to 400 hours, or over 400 hours, in conformance with the threshold hours set forth in Labor Code § 1491, and information regarding the individual's job duties and work location. (*Id.* at ¶¶11-12.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id*. at ¶¶2-3.)

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.").

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. 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 contends that under the statute (Labor Code § 1490), if an employee worked between 100 to 399 hours on-site between July 30 through October 28, 2022, the employee is considered an eligible part-time employee and is entitled to $750, as well as a potential $500 bonus match, or $1,250. (Lab. Code §§ 1491(f); 1492(a), (c)(2). If an employee worked 400 or more hours on-site between July 30 through October 28, 2022, the employee is considered an eligible full-time employee and is entitled to a base payment of $1,000, as well as a potential $500 bonus match, or $1,500. (Lab. Code § 1491(e); Lab. Code § 1492(a), (c)(1).) If an employee took leave between July 30 through October 28, 2022, but would otherwise have been scheduled to work on-site, the hours spent on leave "may" count towards an employee's eligibility for the payment. (MPA, 2:19-27.)

Therefore, the maximum a Class Member could receive at trial would be **$1,250 to $1,500.**

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 settlement of $646,250, which takes into consideration that the Class Members are going to be compensated for their Worker Retention Pay ("WRP") based on the criteria used in the Labor Code, which resolves the dispute at issue. (Kanbar Decl., ¶21.)

Specifically, the Settlement Agreement fully compensates all Class Members for the WRP that they would have been eligible for from the State, as called for by the Labor Code; each Full-Time Class Member will receive $1,500, if they worked over 400 hours between the period of July 30, 2022 through October 28, 2022, which is consistent with the requirements under Labor Code section 1491(e). (*Id.* at ¶20.) Each Part-Time Class Member will receive $1,250, if they worked between 100 to 399 hours between the period of July 30, 2022 through October 28, 2022, which is consistent with the requirements under Labor Code section 1491(f). (*Ibid.*)

Moreover, the GSA will not be reduced in any way, as the costs associated with bringing the lawsuit and administering the settlement will be paid separately by Defendant. (*Id.* at ¶22.) Counsel contends that effectively, the total amount of the settlement is a maximum of $749,250 ($646,250 plus a maximum of $103,000 for attorneys' fees, costs, administrative expenses, and representative awards). (*Ibid.*) This shows that the Class Members will not be deprived of the full amount of the WRP. (*Id.* at ¶23.) Thus, counsel contends that the settlement will provide complete compensation to the Class Members, making it reasonable and fair. (*Ibid*.)

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.

CONCLUSION: The settlement can be preliminarily deemed "fair, adequate, and reasonable."

3. Scope of the release

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and, funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all:(¶5)

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any claims, grievances, wages, payments, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the Operative Complaint and any amendments, including all claims for failure to provide worker retention payments pursuant to Labor Code § 1491, et seq. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Non-Participating Class Members are not included in this release. (¶5.2 [as amended].)

- Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶5.1)

4. May conditional class certification be granted?

1. Standards

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* at 240.)

2. Analysis

a. Numerosity. There are approximately 443 class members. (MPA, 12:19-21.)This element is met.

b. 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.) The class members are identifiable from Defendant's records. (MPA, 12:13-16.)

c. 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.)

As to commonality, counsel contends that here, the common questions include, but are not limited to: (i) whether Defendant failed to include Plaintiffs and the putative Class Members as eligible for the WRP by requiring them to complete clinical training for eligibility; (ii) whether Plaintiffs and the putative Class members worked at a Qualifying Facility and in a qualifying role supporting patient care; (iii) whether Defendant failed to include Plaintiffs and the putative Class Members as eligible for the WRP by not including time spent on protected leave or in a labor dispute toward the employees' needed hours to be eligible for a payment as a part-time or full-time employee; and (iv) whether Defendant unlawfully imposed additional requirements for WRP eligibility. (MPA 13:3-11.)

Further Counsel contends that typicality is met because Plaintiffs' claims in this case are typical of the Class claims, because the assertion that Plaintiffs and the putative Class Members were not paid arise from the same factual basis and are based on the same legal theories as those applicable to the Class Members. (MPA, 13:19-24.)

As to adequacy, Class Counsel contends Plaintiffs have no conflicts with the class and are represented by adequate counsel. (MPA, 14:6-19; Declaration of Plaintiff Umanzor, *passim;* Declaration of Plaintiff Montoya Rodarte, *passim;* Declaration of Plaintiff Pazmino, *passim.*)

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

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

CONCLUSION: The class is conditionally certified since the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement as Exhibit A. 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 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. Notice will be via direct mail. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (¶4.1 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice. (¶7.4.2 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3) If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the Response Deadline, whichever is later. (¶7.4.5) Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶7.8.1)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **$15,000.** 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.

6. 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 **$75,000** 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.

Class Counsel should also be prepared to justify the costs sought (capped at **$10,000**) by detailing how they were incurred.

7. Incentive Awards to Class Representatives

The Settlement Agreement provides for enhancement awards of up **$3,000** for the named Plaintiffs (**$1,000 each)**. In connection with the final fairness hearing, the named Plaintiffs must each submit a declaration attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "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 plaintiff, 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 awards at the time of final approval.

CONCLUSION AND ORDER

TENTATIVE RULING

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

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **$646,250**, non-reversionary. (¶3.1)
- The Net Settlement Amount is the GSA minus the following:
    - Up to **$75,000** for attorney fees (¶3.2.2);
    - Up to **$10,000** for litigation costs (*Ibid.*);
    - Up to **$3,000** for Service Payments to the Named Plaintiffs ($1,000 each) (¶3.2.1); and
    - Up to **$15,000** for settlement administration costs (¶3.2.3).

- Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)

- Plaintiffs shall release Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **November 14, 2025** and will be heard on **December 16, 2025, 8:30 am in Department 9.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review Re: Filing and Serving of Motion for Final Approval of Class action Settlement is set for November 21, 2025, 8:30 a.m., Department 9.

In light of this ruling, the Non-Appearance Case Review set for **August 14, 2025**, is **VACATED**.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL PARTIES AND TO FILE PROOF OF SERVICE OF SUCH WITHIN 10 DAYS.

IT IS SO ORDERED.

DATED: August 4, 2025

Elaine Lu

Elaine Lu
Judge of the Superior Court
Elaine Lu / Judge