

10/07/2025

David W. Slayton, Executive Officer / Clerk of Court

R. Araiga Deputy

RULING RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Pablo Godoy v. Georgica Pine Clothiers, LLC

Case No.: 24STCV12684

Department SSC-9

Hon. Elaine Lu

Hearing: October 7, 2025

Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **CONDITIONALLY GRANTED CONTINGENT** on Counsel adequately addressing the following items:

1. Plaintiff must sign the revised Settlement Agreement that was filed on 10/3/25 attached to the Supplemental Declaration of Kyle Nordrehaug.

Counsel must file and serve a fully executed text searchable revised Settlement Agreement (identical to the one filed on 10/3/25) by no later than **October 23, 2025**.

A Non-Appearance Case Review is set for October 30, 2025, at 8:30 a.m., Department 9.

If the Court is satisfied that the parties have adequately addressed all of the above issues in their supplemental documents, then the Court will grant Plaintiff's Motion for Preliminary Approval at the October 30, 2025 Non-Appearance Case Review on the following essential terms:

- The Gross Settlement Amount ("GSA") is **\$515,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount ("Net") (**\$305,834**) is the GSA minus the following:
 - Up to **\$171,666** (33 1/3%) for attorney fees (¶3.2.b);
 - Up to **\$18,500** for attorney costs (*Ibid.*);
 - Up to **\$10,000** for a service award to the proposed class representative (¶3.2.a);
 - Up to **\$4,000** for settlement administration costs (¶3.2.c); and
 - Payment of **\$5,000** PAGA Penalties (75% or \$3,750 to the LWDA). (¶3.2.d)
- Defendant will separately pay employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages. (¶3.1)
- Plaintiffs shall release Defendants from claims described herein.

If the Court is satisfied that the parties have adequately addressed all of the above issue in their supplemental documents, then the Court may grant Plaintiff's Motion for Preliminary Approval at the October 30, 2025 Non-Appearance Case Review. If so, The Parties' Motion for Final Approval of Class Action Settlement must be filed by **April 6, 2026**, and will be heard on **May 6, 2026, 10:00 a.m., 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 April 13, 2026, 8:30 a.m., Department 9.

BACKGROUND

Plaintiff Pablo Godoy sues his former employer, Defendant Georgica Pine Clothiers, LLC, for alleged wage and hour violations. Plaintiff seeks to represent a class of Defendant's current and former non-exempt employees.

On May 20, 2024, Plaintiff filed a class action complaint against Defendant alleging the following causes of action: (1) Unfair Competition In Violation Of Cal. Bus. & Prof. Code §§ 17200; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code § 510; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226; (7) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; (8) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 and 203; and, (9) Failure To Pay Sick Pay Wages In Violation Of Cal. Lab Code §§201-203, 233, 246.

On March 26, 2025, the Parties participated in an all-day mediation session presided over by Tagore Subramaniam, Esq., which led to a Memorandum of Understanding pursuant to a mediator's proposal. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement*, a copy of which is attached to the Declaration of Kyle Nordrehaug ("Nordrehaug Decl.") filed July 16, 2025.

On October 1, 2025, the Court posted a tentative ruling to the parties listing certain issues to be addressed with the proposed settlement. On October 3, 2025, the parties filed further briefing and the revised Settlement Agreement attached to the Supplemental Declaration of Kyle Nordrehaug as Exhibit 1. All references below are to that agreement.

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

SETTLEMENT CLASS DEFINITION

- "Class" means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period. (¶1.5)
- "Class Period" means the period of time from May 20, 2020 through June 27, 2025. (¶1.13)
- "Aggrieved Employees" means all non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period. (¶1.4)
- "PAGA Period" means the period of time from March 12, 2023 through June 27, 2025. (¶1.31)
- "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion. (¶1.35)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$515,000**, non-reversionary. (¶3.1)
 - Escalator Clause: Based on its records, Defendant has represented that the Class consists of 94 Class Members who collectively worked a total of 8,900 Workweeks, and 73 Aggrieved Employees who worked a total of 3,588 PAGA Pay Periods. (¶4.1) Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1. In regard hereto, Defendant is providing a declaration as set forth in paragraph 7.1. In the event the released workweeks is more than 10% greater than the amount set forth in paragraph 4.1 (i.e., above 9,790 workweeks), Defendant will purchase the additional pay periods above 9,790 at a pro rata rate. (¶9)
- The Net Settlement Amount ("Net") (**\$305,834**) is the GSA minus the following:
 - Up to **\$171,666** (33 1/3%) for attorney fees (¶3.2.b);
 - Up to **\$18,500** for attorney costs (*ibid.*);
 - Up to **\$10,000** for a service award to the proposed class representative (¶3.2.a);
 - Up to **\$4,000** for settlement administration costs (¶3.2.c); and
 - Payment of **\$5,000** PAGA Penalties (75% or \$3,750 to the LWDA). (¶3.2.d)
- Defendant will separately pay employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages. (¶3.1)

- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: Each Participating Settlement Class Member's Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (¶3.2.e) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.e.ii)
 - PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. (¶3.2.d.i)
 - Tax Allocation: Each Participating Class Member's Individual Class Payment will be allocated as 20% to wages, 80% to non-wages, expense reimbursement, interest and penalties. (¶3.2.e.i) The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (¶3.2.d.ii)
- "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. (¶1.42) The same deadline applies to the submission of payment disputes. (¶8.6)
 - If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. (¶10)
- Funding of Settlement: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.3)
- Disbursement: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class. (¶5.1)
- Uncashed Settlement Checks: The face of each check shall prominently state the "void date," which is 180 days after the date of mailing, when the check will be voided. (¶5.2) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient") (Bet Tzedek Legal Services). The Parties, Class Counsel and Defense

Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (¶5.4)

- The settlement administrator will be APEX Class Action LLC. (¶1.2)
- Notice of Final Judgment will be posted on the Settlement Administrator’s website. (¶8.8.a)
- The proposed settlement was submitted to the LWDA on October 3, 2025. (Supp. Nordrehaug Decl., Exhibit 3.)
- Participating class members and the named Plaintiff will release certain claims against Defendant. (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? On March 26, 2025, the Parties participated in an all-day mediation session presided over by Tagore Subramaniam, Esq., which led to a Memorandum of Understanding pursuant to a mediator’s proposal. (Nordrehaug Decl., ¶12.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that in preparation for the mediation, Defendant provided Class Counsel with payroll, timekeeping and employment data and other information regarding the Class Members, various internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting. (*Id.* at ¶5.)

3. in similar litigation? Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶31.)

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.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Maximum Exposure	Maximum Exposure
Unpaid Off-The-Clock Wages	\$257,180.00	\$64,295.00
Unpaid Overtime Wages	\$7,405.00	\$7,405.00
Meal Premiums and Sick Pay Claim	\$23,715.00	\$11,858.00
Meal Period Violations	\$374,787.00	\$35,876.00

Rest Period Violations	\$517,818.00	\$46,604.00
Reimbursement Claim	\$9,645.00	\$4,823.00
Waiting Time Penalties	\$233,702.00	\$14,606.00
Wage Statement Penalties	\$201,950.00	\$12,622.00
PAGA Penalties	\$358,800.00	\$17,840.00
Total	\$1,985,002.00	\$215,929.00

(Nordrehaug Decl., ¶¶6, 33.)

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. Class Counsel estimated Defendant’s maximum damages at \$1,985,002 and realistic damages at \$215,929. Class Counsel obtained a settlement valued at \$515,000. This is approximately 25.9% of Plaintiff’s potential maximum recovery which, given the uncertain outcomes, is within the “ballpark” of reasonableness.

The settlement amount, after being reduced by the requested deductions, leaves approximately \$305,834 to be divided among approximately 88 class members. Assuming full participation, the resulting payments will average approximately \$3,475.38 per class member.

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

Releases of Claims: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows: (¶6)

- Release by Participating Class Members: 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 the Released Class Claims. (¶6.2)
 - “Released Class Claims” means all causes of action and factual or legal theories/allegations that were alleged in the Operative Complaint and/or Plaintiff’s PAGA Notice to the LWDA, or that could have been brought based on those same factual or legal theories/allegations, against the released parties alleged in the Operative Complaint and/or Plaintiff’s PAGA Notice to the LWDA that occurred during the Class Period. The Released Class Claims will include claims for violation of, or recovery under, Labor Code sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2802; the California Labor Code Private Attorneys General Act; the applicable IWC Wage Order; and Business & Professions Code section 17200-17208. The Released Class Claims also includes the following claims for relief that are based on the facts in the Operative Complaint that occurred during the Class Period: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages at termination; (f) failure to pay sick pay wages; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures; (i) unfair business practices; (j) all damages, penalties, restitution, attorneys’ fees, interest, and other amounts recoverable in connection with the above legal authorities and/or claims for relief under local, California, and federal law. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including Plaintiff’s individual settlement, and claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or California class claims outside the Class Period. (¶1.38)
- Release of PAGA Claims: All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. (¶6.3)
 - “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period, e.g., any and all claims relating to (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages; (c) failure to provide meal breaks; (d) failure to authorize and permit rest periods; (e) failure to timely pay final wages at termination; (f) failure to pay sick pay wages; (g) failure to provide accurate itemized wage statements; (h) failure to indemnify employees for expenditures. The Released PAGA Claims do not include PAGA claims outside of the PAGA Period. (¶1.39)

- “PAGA Notice” means the Plaintiff’s March 12, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). (¶1.33)
- Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. (¶8.5.d)
- Release by Class Counsel: The amount paid as the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall discharge any and all claims for such fees, costs, and expenses. Class Counsel, on behalf of their present and former attorneys, employees, agents, successors and assigns release the Released Parties from all claims for attorneys’ fees, costs, and expenses incurred in connection with the Operative Complaint and the PAGA Notice. (¶6.4)
- “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries. (¶1.40)
- Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶6.1)

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. 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* at 240.)

2. Analysis

a. Numerosity. There are approximately 88 putative Class Members. (Nordrehaug Decl., ¶30.a.) 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. (Nordrehaug Decl., ¶30.a.)

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 predominant questions of law or fact, Plaintiff contends that common questions of law and fact are present, specifically the common questions of whether Defendant’s employment practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether Defendant miscalculated the regular rate when paying wages, whether Class Members were lawfully compensated for all hours worked, whether

Defendant failed to provide required expense reimbursement, and whether Class Members are entitled to damages and penalties as a result of these practices. (Nordrehaug Decl., ¶30.b.)

As to typicality, Plaintiff contends that the typicality requirement is fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a non-exempt employee, and, like every other member of the Class, was subject to the same employment practices. Plaintiff, like every other member of the Class, also claims owed compensation as a result of the Defendant's uniform company policies and practices. Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by Defendant, involve the same issues, and are based on the same legal theories. (*Id.* at ¶30.c.)

As to adequacy, Plaintiff represents that he has participated in the litigation and is aware of the duties of serving as class representative. (Declaration of Pablo Godoy, ¶¶6-13.)

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 as 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. 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.

Notice will be given in English and Spanish. (¶1.11)

2. Method of class notice.

Not later than 15 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. (¶4.2) Using best efforts to perform as soon as possible, and in no event later than 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 with Spanish translation. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶8.4.b)

Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail 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 Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (§8.4.c)

The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. (§8.4.d)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **\$4,000**. Prior to the time of the final fairness hearing, the 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 **\$171,666** (33 1/3%) 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 **\$18,500**) by detailing how they were incurred.

7. Incentive Award

The Settlement Agreement provides for an enhancement award of up to **\$10,000** to the named Plaintiff. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she "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

Plaintiff’s Motion for Preliminary Approval of Class Action Settlement is **CONDITIONALLY GRANTED CONTINGENT** on Counsel adequately addressing the following items:

2. Plaintiff must sign the revised Settlement Agreement that was filed on 10/3/25 attached to the Supplemental Declaration of Kyle Nordrehaug.

Counsel must file and serve a fully executed text searchable revised Settlement Agreement (identical to the one filed on 10/3/25) by no later than **October 23, 2025**.

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Final Approval of Class Action Settlement must be filed by **April 6, 2026**, and will be heard on **May 6, 2026, 10:00 a.m., 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 April 13, 2026, 8:30 a.m., Department 9.

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

IT IS SO ORDERED.

DATED: October 7, 2025



A handwritten signature in cursive script that reads "Elaine Lu".

Elaine Lu

Judge of the Superior Court

Elaine Lu / Judge