

01/21/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

**Preliminary Approval of Class Action Settlement
Department SSC-9**

Cornell v. Fleming & Barnes Inc., et al.

Case Number: 22STCV29152

Hearing: January 21, 2026 c/f August 7, 2025

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 **\$600,000**, non-reversionary. (¶3.1)
- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
 - Up to **\$200,000** (33 1/3%) for attorney fees (¶3.2.2);
 - Up to **\$23,000** for litigation costs (*ibid.*);
 - Up to **\$5,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Up to **\$9,875** for settlement administration costs (¶3.2.3); and
 - A **\$28,000** PAGA penalty (75% or \$21,000 to the LWDA; and 25% or \$7,000 to the Aggrieved Employees). (¶3.2.5)
- Defendants will pay their share of employer-side taxes separate from the GSA. (¶4.3)
- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **June 30, 2026** and will be heard on **July 30, 2026 at 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 is set for **July 7, 2026** 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

BACKGROUND

This is a wage and hour class action. Plaintiff worked as a Direct Care Worker at Defendant's Adolescent Care facilities. On September 7, 2022, Plaintiff commenced this Action by filing a complaint alleging eight (8) causes of action against Defendant for failing to (1) pay minimum wages; (2) pay overtime wages; (3) provide meal period premiums; (4) provide rest period premiums; (5) timely pay final wages; (6) provide compliant wage statements; (7) comply with the requirements of Business & Professions Code section 17200, et seq.; and for (8) violations under the Private Attorneys General Act, Cal. Lab. Codes sections 2698 et. seq.

Counsel represents that prior to mediation, Plaintiff obtained, through informal discovery, an agreed upon sampling of data from pay and time records and information regarding the number of class members and workweeks at issue during the relevant time period. It is further represented that Plaintiff's data expert analyzed all of the documents, records, and information, available to Plaintiff's Counsel.

On July 9, 2024, the Parties participated in a full-day, private mediation with wage and hour class actions mediator Lou Marlin, Esq., and were able to come to an agreement. A long form settlement agreement was filed with the Court on June 18, 2025 attached to the Declaration of S. Sean Shahabi ("Shahabi Decl."), as Exhibit 1.

On August 7, 2025, the court issued a checklist of items for counsel to address and continued preliminary approval. In response, on November 6, 2025, counsel filed a fully executed Amended Settlement Agreement attached to the Supplemental Declaration of S. Sean Shahabi ("Shahabi Supp. Decl."), as Exhibit B.

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

SETTLEMENT CLASS DEFINITION

- "Class" means all persons currently or formerly employed by Defendant either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt in the State of California during the Class Period. (Settlement Agreement, ¶1.5)
 - "Class Period" means the period from September 7, 2018 through October 7, 2024. (¶1.12)

- “Aggrieved Employee” means a person employed by Defendant either directly or through any subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid employee in the State of California during the PAGA Period. (¶1.4)
 - “PAGA Period” means the period from July 5, 2021 through October 7, 2024 (¶1.31)
- Based on its records, Defendant estimates there were: (1) 691 Class Members who worked a total of approximately 40,060 Workweeks through the mediation of July 9, 2024; and (2) qualifying Aggrieved Employees who worked a total of approximately 11,699 PAGA Pay Periods through the mediation of July 9, 2024. The Administrator reviewed the Class Data submitted by Defendant and determined that the Class Period comprised a total of 40,953.43 Workweeks and that the Parties’ agreed upon escalator clause was therefore not triggered. Accordingly, the Parties agree that the Class Period end date will be October 7, 2024.(¶9)
- The parties agree to conditional class certification for the purposes of settlement. (¶12.1)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$600,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount (“Net”) (**\$521,125**) is the GSA minus the following:
 - Up to **\$200,000** (33 1/3%) for attorney fees (¶3.2.2);
 - Up to **\$23,000** for litigation costs (*ibid.*);
 - Up to **\$5,000** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - Up to **\$9,875** for settlement administration costs (¶3.2.3); and
 - Payment of **\$21,000** (75% of \$28,000 PAGA penalty) to the LWDA. (¶3.2.5)
- Defendants will pay their share of employer-side taxes separate from the GSA. (¶4.3)
- Funding of Settlement: Within fourteen (14) calendar days after the Effective Date, including from Defendant’s receipt of the filed Final Approval and the Administrator’s calculation of the employer’s payroll taxes, Defendant will make a one-time deposit of the Gross Settlement Amount and Defendant’s share of employer’s payroll taxes into a “Qualified Settlement Fund” account from which the Administrator will have authority to distribute money in accordance with the terms of this Settlement Agreement. (¶4.3)
- Distribution of GSA: Within 14 days after receipt of receipt of the Gross Settlement Amount and Defendant’s share of employer’s payroll taxes, the Administrator will mail checks as directed by the Court in its order of Final Approval for all Individual Class Payments and all Individual PAGA Payments. (¶4.5)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: An Individual Class Payment 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. (¶3.2.4). 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. (¶3.2.4.2)

- Tax Allocation: 20% as wages and 80% as interest and penalties. (¶3.2.4.1)
- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$7,000 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. (¶3.2.5.1)
 - Tax Allocation: 100% as penalties. (¶3.2.5.2)
- "Response Deadline" means forty-five (45) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her written objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to submit Requests for Exclusion or written objections (¶1.43) The same deadlines apply to the submission of challenges to estimated payment amounts. (¶8.6)
 - If Participating Class Members representing more than an aggregate total of 7% of the verified Workweeks opt out of the Settlement, Defendants shall have the option of nullifying the Settlement. (¶10)
- Uncashed Settlement Checks: 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 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). (¶4.5.3)
- The settlement administrator will be Apex Class Action LLC. (¶1.2)
- The proposed Settlement Agreement was submitted to the LWDA on November 6, 2025. (Shahabi Supp. Decl., ¶47 and Exhibit F thereto.)
- 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? Yes. On July 9, 2024, the Parties participated in a full-day, private mediation with wage and hour class actions mediator Lou Marlin, Esq., and were able to come to an agreement. (Shahabi Decl., ¶17.)
2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that prior to Mediation, Defendant provided Plaintiff with: 1) time and payroll records for all of the putative class (consisting of 2703 pages of records for the year 2020 and 3382 pages of records for 2021); 2) a list of putative class identifiers (names redacted); 3) information about class members' employment status

(hire date, termination, etc.); 4) all employee handbooks and policy manuals applicable to the class, including meal and rest break policies; 5) all of Plaintiff’s personnel and payroll records, including all unredacted timecards and wage statements; and 6) information regarding the number of class members and workweeks at issue during the relevant time period. (Shahabi Supp. Decl., ¶4.) If is further represented that Plaintiff’s data expert analyzed all of the documents, records, and information available to Plaintiff’s Counsel. (Shahabi Decl., ¶18.)

1. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶31-38; Declaration of Declaration of Nicole R. Clancy, ¶¶31-34.)
2. 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 has provided the following exposure analysis:

Claim	Max Exposure
Unpaid Minimum Wage	\$840,076.00
Unpaid OT	\$950,000.00
Rest Periods	\$2,145,682.00
Meal Periods	\$3,059,032.00
Expenses	\$220,576.00
Liquidated Damages	\$840,076.00
Wage Statements	\$1,117,250.00
Waiting Time Penalties	\$2,311,552.00
PAGA Penalties	\$4,037,500.00
Total	\$15,301,168.00

(Shahabi Decl., ¶13; Shahabi Supp. Decl., ¶¶16-40.)

Counsel further estimates a 50% likelihood of obtaining and maintaining certification of Plaintiff's claims, and further estimates that there is a 50% chance that Plaintiff will prevail at trial on her claims, further reducing the value of the claims. (Shahabi Decl., ¶14.)

Plaintiff's Counsel estimates the value of the claims are further reduced by 70% percent due to Defendant's status as a nonprofit corporation and its ability to pay a judgment, further reducing the claims to **under \$600,000**. (Clancy Decl., ¶14.)

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 \$600,000 non-reversionary settlement. This is approximately 3% of Plaintiff's maximum estimated recovery, and over 100% of the reduced estimated exposure, which is within the "ballpark" of reasonableness.

The \$600,000 settlement amount, after reduced by the requested deductions, leaves approximately \$521,125 to be distributed amongst the class members. Assuming full participation, the resulting payments will average approximately \$754.16 per class member. [$\$521,125 / 691 = \754.16]

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

Upon the Effective Date of this Agreement and Defendants fully funding the entire Gross Settlement Amount as well as 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 Released Parties as follows: (¶16)

Claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are all claims asserted against the Released Parties in the Action that arise out of the facts asserted in the Action, or that could

have been asserted against the Released Parties in the Action, and include the following: For the duration of the Class Period, the release includes (a) all claims for unpaid wages, including minimum wages, regular wages, overtime and double time wages, and improper calculation of overtime and double time wages (b) all claims for failure to provide compliant meal and rest periods and associated compensation and/or premium pay; (c) all claims for failure to timely pay wages during employment, upon termination or resignation and/or separation pay; (d) all claims for non-compliant wage statements; (e) all claims asserted through California Business & Professions Code section 17200, et seq. arising out of the Labor Code violations referenced in the Action (the “Class Released Claims”). (¶6.2)

The Aggrieved Employees release all claims for civil penalties for the Class Released Claims as well as claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1 and 2699 based on the factual allegations and Labor Code sections alleged or that could have been alleged to have been violated in both the Action (which includes the PAGA Notice), including, without limitation to Labor Code sections 200, 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 246, 404, 432, 432.5, 510, 512, 551, 552, 558, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2810.5 and the IWC Wage Orders (the “PAGA Released Claims”). (¶6.3)

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 691 class members. (Shahabi Decl., ¶6.) 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. (Shahabi Decl., ¶18.)

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.)

Counsel contends that Plaintiff’s claims present sufficient common issues of law and fact that predominate over individual issues because Defendant’s policies and practices were uniform as to all Class Members and those policies and practices resulted in Defendant systematically depriving putative class members of timely, duty-free meal and rest breaks,

minimum and overtime wages, cell phone reimbursement, accurate itemized wage statements, and all wages owed upon separation of employment. (MPA, 25:2-27.)

Counsel contend that Plaintiff's claims are typical of the other class members because her claims are similar to those of the other Class Members as: 1) they all arise out of the same alleged facts and course of conduct; 2) they give rise to the claims of the other Class Members; and 3) they seek the exact same relief for alleged Labor Code violations. (MPA, 26:9-14.)

Finally, counsel contends that the proposed Class Representatives are adequate Class Representatives because they will adequately and fairly represent the Class and will not place their interests above any Member of the Class. (MPA, 26:16-23; Declaration of Plaintiff Leiticia Cornell, *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 because the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to Supplemental Declaration of S. Sean Shahabi as Exhibit C. 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 by direct mail. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants 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 ten (10) 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. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶8.4.3)

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 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. (¶8.4.4)

If the Administrator, Defendants 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 a Class Member. If the Parties agree, such person(s) will become a Class Member 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 deadline dates in the Class Notice, whichever are later. (¶8.4.6) Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶8.8.1)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **\$9,875**. 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 **\$200,000** (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 **\$23,000**) by detailing how they were incurred.

7. Incentive Award to Class Representative

The Settlement Agreement provides for an enhancement award of up to **\$5,000**. In connection with the final fairness hearing, the named Plaintiffs each 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

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:

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- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
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- Plaintiffs shall release Defendants from claims described in the Settlement.

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Non-Appearance Case Review is set for **July 7, 2026** 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Judicial Assistant is to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all parties and file proof of service of such within 10 days.

IT IS SO ORDERED.

DATED: January 21, 2026



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

Elaine Lu
Judge of the Superior Court
Elaine Lu / Judge