

Preliminary Approval of Class Action Settlement
Department SSC-9
Hon. Elaine Lu

FILED
Superior Court of California
County of Los Angeles
03/09/2026

David W. Slayton, Executive Officer / Clerk of Court
By: M. Zavala Deputy

Irma Schot, et al. v. S&S Labor Force Inc.

Case No.: 22STCV11969

Hearing: February 10, 2026

Non-Appearance Case Review: February 26, 2026

FINAL RULING

Plaintiff’s 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:

- A. The Gross Settlement Amount (“GSA”) is **\$245,000**, non-reversionary. (¶3.1.)
- B. The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
 - Up to **\$75,950** (31%) for attorney fees (¶3.2.2);
 - Up to **\$16,000** for litigation costs (*ibid.*);
 - Up to **\$20,000 total [\$10,000 each]** for Service Payments to the Named Plaintiffs (¶3.2.1); and
 - Up to **\$14,900** for settlement administration costs (¶3.2.3).
- C. Defendant will separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1.)
- D. Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties’ Motion for Final Approval of Class Action Settlement will have to be filed by **June 30, 2026** and will be heard on **August 6, 2026 at 10:00 am**. Failure to file the Parties’ Motion for Final Approval of Class Action Settlement by the 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. A Non-Appearance Case Review will be set for **July 07, 2026 at 8:30 a.m.**, Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **June 30, 2026** and will be heard on **August 6, 2026 at 10 am**. *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

Plaintiffs Emmanuel Turner and Irma Schot sue their former employer, Defendant S&S Labor Force, Inc., for alleged wage and hour violations. Plaintiffs seek to represent a class of Defendant's current and former non-exempt employees.

On April 8, 2022, Plaintiffs commenced this action by filing a Class Action Complaint alleging claims against Defendant for failure to pay overtime wages, failure to pay minimum wages, failure to provide accurate and itemized wages statements, failure to provide uninterrupted meal periods, failure to provide uninterrupted rest periods, failure to indemnify for business expenses, failure to pay wages promptly upon termination, and unfair business practices under Business & Professions Code sections 17200, et seq.

On June 17, 2022, Plaintiffs filed the operative First Amended Complaint adding a claim for civil penalties under Private Attorneys General Act ("PAGA").

On December 21, 2022, the Parties attended mediation before Steve Cerveris, which resulted in settlement after the parties accepted the mediator's proposal. The terms of settlement were finalized in a long-form settlement agreement, a copy of which was initially filed with the Court on September 19, 2023.

On February 20, 2024, the Court issued a "checklist" to the parties pertaining to deficiencies in the proposed settlement. In response, the parties filed further briefing on May 2 and 3, 2024, and a fully executed copy of their revised settlement agreement on May 24, 2024.

On June 6, 2024, the Court issued another checklist pertaining to remaining issues with the proposed settlement. In response, Defendant submitted documents to the court that demonstrated Defendant's financial condition on August 30, 2024. However, following the court order on the Motion and requirement that the Parties amend their settlement agreement to address certain issues, the Parties reached an impasse regarding the terms of the settlement of this matter. As a result of this impasse, the Parties were unable to enter into a revised settlement agreement addressing all of the issues raised by the Court.

The Parties later revisited settlement discussions, and eventually, in July 2025, reached a new agreement to resolve this matter. On December 10, 2025, Plaintiffs re-filed the Motion for Preliminary Approval and a revised *Class Action Settlement Agreement* (“Settlement Agreement”). All references below are to the agreement attached as Exhibit 1 to the Declaration of Chantal McCoy Payton filed December 10, 2025 (“Payton Decl.”).

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 in California and classified as hourly, non-exempt who worked for Defendant during the Class Period. (¶1.4)
- “Class Period” shall mean the time period beginning four years prior to April 8, 2022, (the filing date of the original complaint in the above referenced action) through July 1, 2024. (¶1.11)
- “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (¶1.26)
- Class Workweeks: Based on a review of its records to date, Defendant estimates there are approximately 1,438 Class Members who collectively worked a total of 33,440 Workweeks. (¶4.1)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$245,000**, non-reversionary. (¶3.1)
- The Net Settlement Amount (“Net”) (**\$118,150**) is the GSA minus the following:
 - Up to **\$75,950** (31%) for attorney fees (¶3.2.2);
 - Up to **\$16,000** for litigation costs (*Ibid.*);
 - Up to **\$20,000 total [\$10,000 each]** for Service Payments to the Named Plaintiffs (¶3.2.1); and
 - Up to **\$14,900** for settlement administration costs (¶3.2.3).
- Defendant will separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
- There is no claim form requirement. (¶3.1)
- Individual Settlement Payment Calculation: Each Participating Class Member will receive 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: Participating Class Member’s Individual Class Payments will be allocated as follows: 25% as wages, 75% as interest and penalties. (¶3.2.4.1)
- Response Deadline: “Response Deadline” means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom 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. (¶1.33) The same deadlines apply to the submission of challenges to workweeks. (¶7.6)
 - If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15 Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. (¶9)
- 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 as follows: Defendant shall pay the entire Gross Settlement amount within thirty (30) calendar days of the Court’s final approval order granting Plaintiffs’ motion for final approval. (¶4.3)
- Disbursement: Within fifteen (15) calendar days of Defendant’s payment of the entire Gross Settlement amount, the Administrator will make a distribution for all of the Individual Class Payments, Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administrator’s expenses. Disbursements of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments. (¶4.4)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.4.1) 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). (¶4.4.3)
- The settlement administrator will be Apex Class Action LLC. (¶1.2)
- Participating class members and the named Plaintiffs 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 December 21, 2022, the Parties attended mediation before Steve Cerveris, which resulted in settlement after the parties accepted the mediator’s proposal. (Payton Decl., ¶8.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that over a period of time spanning from the date the

Action was filed on April 8, 2022, through December 2022, the Defendant informally, voluntarily produced information in the context of privileged settlement discussions to facilitate an early mediation. Defendant produced Plaintiff Turner’s entire personnel file, which included relevant company policies Plaintiff Turner signed and acknowledged. Defendant also produced a sample of paystubs for 20% of Class Members taken over the four-year period prior to the filing of this Action. Defendant also produced timecards from those same employees. (*Id.* at ¶7.) Plaintiffs’ retained expert conducted a direct analysis of the 111 timecard entries across the Work Weeks provided by Defendant to Class Counsel. (*Id.* at ¶31.)

Class Counsel also represents that at the mediation, Defendant made it clear it had insufficient resources to cover the full extent of its liability. Defendant provided financial records, including 2020 and 2021 tax returns, as well as 2020, 2021 and 2022 profit and loss statements. These documents were reviewed by Plaintiffs’ counsel alongside the mediator. (*Id.* at ¶9.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (Payton Decl., ¶24.)

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 Plaintiffs’ 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
Unpaid Wages (Meal Periods)	\$322,343.75
Unpaid Wages (Off-the-Clock)	\$203,531.29
Unpaid Wages (Rounding)	\$159,632.39
Wage Statement Violations	\$284,945.12
Meal Period Violations	\$588,280.00
Waiting Time Penalties	\$1,035,327.27
Rest Period Violations	\$619,380.00
Unreimbursed Business Expenses	\$88,722.00
Interest	\$601,296.61
Total	\$3,903,458.43

(Payton Decl., ¶¶31-46.)

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 potential damages at \$3,903,458.43. Class Counsel obtained a \$245,000 non-reversionary settlement. This is approximately 6.3% of Plaintiffs’ estimated maximum recovery which, given the uncertain outcomes, is within the “ballpark” of reasonableness.

The settlement amount, if reduced by the requested deductions, leaves approximately \$118,150 to be divided among approximately 1,438 class members. Assuming full participation, the resulting payments will average approximately \$82.16 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, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶15)

- 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 all claims that were alleged, or reasonably could have been alleged, based on the Class Period and the facts stated in the First Amended Complaint and ascertained in the course of the Actions, *except for claims under the PAGA, which are not released pursuant to this agreement.* Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. (¶15.2)

- “Released Class Claims” means any and all claims under state, federal, or local law, whether statutory or common law, arising out of the claims alleged in, or arising out of facts asserted in the operative complaint and all other claims, such as those under California Labor Code sections 201, 202, 203, 204, 226.7, 510, 512, 558.1, 1194, 1197, 1197, 1197.1, and 2802, the Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts pleaded in the operative complaint for: failure to pay overtime wages, failure to pay minimum wages, failure to provide accurate and itemized wage statements, failure to provide uninterrupted meal periods, failure to provide uninterrupted rest periods, failure to indemnify for expenditures or losses in discharge of duties, failure to pay wages promptly upon termination, and unfair competition under Business & Professions Code sections 17200, et seq. The release is limited to periods of time during which Class Members were employed by Defendant in an hourly, non-exempt position in California during the Class Period. (¶1.30)
- “Released Parties” means: Defendant and an\ of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies and their shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Class Claims, and Defendant’s counsel of record in the Actions. (¶1.31)
- Named Plaintiffs 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 1,438 class members. (Payton Decl., ¶13.) 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 Defendants’ records. (Payton Decl., ¶12.)

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, Plaintiffs contend that common issues include: (1) whether Class Members are entitled to unpaid minimum and overtime wages; (2) whether Defendants’

meal and rest break policies violated the Labor Code; (3) whether Defendant's failure to provide accurate and itemized wage statements violated the Labor Code; (4) whether Defendant's failure to reimburse violated the Labor Code, and; (5) whether Defendant's failure to pay wages promptly upon termination violated the Labor Code. (Payton Decl., ¶14.)

As to typicality, Plaintiffs contend that their claims arise from the same general course of conduct that gives rise to the claims of the other Class Members and are based on the same legal theory. Here, during the class period, Plaintiffs worked for Defendant. Plaintiffs assert claims on behalf of all of Defendant's employees based on the same allegedly illegal labor practices and policies and worked closely with other Class Members such that they could observe Defendant's practices and other Class Members' experiences in relation to the claims. Plaintiffs, like other Class Members, allege they were not paid the minimum and/or overtime wage for all hours worked, and were not permitted uninterrupted meal and rest breaks. Plaintiffs also allege they were not provided with accurate and itemized wage statements during their employment with Defendant. Further, Plaintiffs allege they were not reimbursed by Defendant for business expenses. (*Id.* at ¶15.)

As to adequacy, each Plaintiff represents that he and she is aware of the duties and risks of serving as class representative and has participated in the litigation. (Declaration of Emmanuel Turner, ¶¶8-15; Declaration of Irma Schot, ¶¶8-15.)

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 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.

Notice will be given in English and Spanish. (¶1.10)

2. Method of class notice.

Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously 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. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (¶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 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. (§7.4.3)

The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. (§7.4.4) 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 **\$14,900**. 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 **\$75,950** (31%) 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 **\$16,000**) by detailing how they were incurred.

7. Incentive Awards

The Settlement Agreement provides for an enhancement award of up to **\$10,000 each** to the named Plaintiffs. 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 award at the time of final approval.

CONCLUSION AND ORDER

Plaintiff’s Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

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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 electronic notice to all parties.

IT IS SO ORDERED.

DATED: March 9, 2026



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

Elaine Lu / Judge
Judge of the Superior Court