

Filed
October 8, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV448349
By: NVasquez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

MANUEL LAZTRA, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

MILLER MILLING COMPANY, LLC, a
Minnesota limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No. 24CV448349

**ORDER RE: MOTION FOR
PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

This matter came on for hearing before the Honorable Shella Deen on October 7, at 1:30 p.m. in Department 8. Having reviewed and considered the written submissions filed by the parties and having listened carefully to any arguments of counsel at the hearing, the Court now issues its order after hearing as follows.

Plaintiff Manuel Laztra's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement came before this court. Having reviewed the Motion, the Declaration of John G. Yslas and its exhibits (including the Class Action and PAGA Settlement Agreement and

the proposed Class Notice), the Declaration of Plaintiff, the papers and authorities on file, and the argument of counsel, and good cause appearing, the court finds and orders as follows:

1. Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement is GRANTED on the conditions set forth below.

2. For purposes of this Order, the court adopts the definitions set forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Agreement") attached as Exhibit 1 to the Declaration of John G. Yslas.

3. The court preliminarily finds that the Settlement Agreement appears to be fair, adequate, and reasonable, and that it falls within the range of reasonableness meriting possible final approval. The court finds on a preliminary basis that: (a) the settlement is the product of serious, informed, arm's length, and non-collusive negotiations conducted with the assistance of an experienced wage-and-hour mediator; (b) the parties conducted sufficient investigation and informal discovery to evaluate their respective positions; and (c) settlement at this time will avoid the substantial costs, delay, and risks of continued litigation.

4. Defendant Miller Milling Company, LLC ("Defendant") will pay a non-reversionary Gross Settlement Amount of \$475,000. Subject to the court's final approval, the Gross Settlement Amount includes: (a) attorney fees of up to one-third of the Gross Settlement Amount (\$158,333.33); (b) litigation costs of up to \$25,000; (c) a Class and PAGA Representative service payment of up to \$10,000 to Plaintiff; (d) settlement administration costs of up to \$7,190; and (e) a PAGA allocation of \$20,000, of which 65 percent (\$13,000) will be paid to the Labor and Workforce Development Agency ("LWDA") and 35 percent (\$7,000) will be distributed to the Aggrieved Employees as individual PAGA payments. After these deductions, the estimated Net Settlement Amount of approximately \$254,476.67 will be distributed to the approximately 183 Class Members on a pro rata basis according to workweeks worked, with no claim form required.

5. For tax purposes, the individual settlement payments will be allocated 33 percent to wages and 67 percent to interest and penalties, and the individual PAGA payments will be

1 allocated entirely to penalties. Defendant will separately pay the employer's share of payroll
2 taxes in addition to the Gross Settlement Amount.

3 6. The court does not approve the provision of the Settlement Agreement at
4 paragraph 36(b)(viii) directing that settlement checks that remain uncashed for more than 180

5 days, and checks returned as undeliverable, be transmitted to the California State Controller's
6 Unclaimed Property Fund. Code of Civil Procedure section 384 requires that any unpaid residue
7 or unclaimed or abandoned class member funds be distributed to nonprofit organizations or
8 foundations, child advocacy programs, or nonprofit organizations providing civil legal services
9 to the indigent, as described in the statute. The court finds that paragraph 36(b)(viii) does not
10 comply with Code of Civil Procedure section 384. The parties shall meet and confer to designate
11 a *cy pres* beneficiary that satisfies Code of Civil Procedure section 384 to receive any unclaimed
12 or abandoned funds, and shall amend the Settlement Agreement and the Class Notice
13 accordingly before the Class Notice is mailed.

14 7. The court provisionally certifies, for settlement purposes only, the following
15 Class: all current and former employees who worked for Defendant as nonexempt employees in
16 California at any time during the Class Period.

17 8. The "Class Period" means the period from September 30, 2020 through the date
18 of this Order granting preliminary approval. The "PAGA Period" means the period from
19 November 8, 2023 through the date of this Order granting preliminary approval.

20 9. The court finds, for settlement purposes only, that the Settlement Class meets the
21 requirements for certification under Code of Civil Procedure section 382 in that: (a) the Class
22 Members are so numerous that joinder is impracticable; (b) there are common questions of law
23 and fact, including whether Class Members were subjected to unlawful wage-and-hour policies
24 and practices, that predominate over individual issues; (c) Plaintiff's claims are typical of the
25 claims of the Class Members; (d) Plaintiff and Class Counsel will fairly and adequately protect
26 the interests of the Class Members; and (e) a class action is superior to other available methods
27 for the fair and efficient adjudication of the controversy.

1 10. The court appoints Manuel Laztra as Class Representative for settlement purposes
2 only, and preliminarily approves his ability to request a Class and PAGA Representative service
3 payment of up to \$10,000. The court will determine the amount of the service payment at the
4 final approval hearing.

5 11. The court appoints John G. Yslas, Eugene Zinovyev, Lucy H. Nguyen, John
6 Brown, and Gabriella Solé of Wilshire Law Firm, PLC as Class Counsel for settlement purposes
7 only. The court preliminarily approves Class Counsel's ability to request attorney fees of up to
8 one-third of the Gross Settlement Amount (\$158,333.33) and litigation costs of up to \$25,000.
9 The court will evaluate the requested fee through a lodestar cross-check at the final approval
10 hearing. Before that hearing, Class Counsel shall submit lodestar information, including hourly
11 rates and hours worked, sufficient to support the fee request, together with evidence of the actual
12 litigation costs and settlement administration costs incurred.

13 12. The court appoints Apex Class Action Administration as the Settlement
14 Administrator, with settlement administration costs not to exceed \$7,190.

15 13. The court approves, as to form and content, the Class Notice attached to the
16 Settlement Agreement, subject to the modifications required by this Order. The court finds on a
17 preliminary basis that the plan for distributing the Class Notice satisfies due process, constitutes
18 the best notice practicable under the circumstances, and is sufficient notice to all persons entitled
19 to it. Before the Class Notice is mailed, the parties shall (a) amend the Class Notice to designate
20 a cy pres beneficiary in accordance with Code of Civil Procedure section 384 as required by
21 paragraph 6 of this Order, and (b) add the following language regarding the final approval
22 hearing:

23 Class members may attend the final approval hearing in person or remotely through
24 the Department 19 link. Before appearing remotely, they should review the remote-
25 appearance instructions:

26 <https://santaclara.courts.ca.gov/online-services/remote-hearings>
27
28

1 If possible, class members who plan to appear remotely should contact class
2 counsel at least three days before the hearing so that potential technology or
3 audibility issues may be avoided or minimized.

4 14. On the condition that the parties make the modifications required by this Order,
5 the Settlement Administrator is directed to mail the Class Notice, in English and in Spanish, as
6 specified in the Settlement Agreement.

7 15. The procedures set forth in the Settlement Agreement for Class Members to
8 request exclusion from, or to object to, the Settlement are approved. Any Class Member who
9 does not timely and validly request exclusion may object to the Settlement in accordance with
10 those procedures.

11 16. The parties are ordered to carry out the Settlement according to the terms of the
12 Settlement Agreement as modified by this Order.

13 17. A final approval hearing is set for April 21, 2027 at 1:30 p.m. in Department 19,
14 at which the court will consider whether to grant final approval of the Settlement and the
15 amounts payable for attorney fees and costs, settlement administration costs, the Class and
16 PAGA Representative service payment, and the PAGA allocation. The court orders the
17 following implementation schedule:

Event	Deadline
Defendant to provide Class List and Data to the Settlement Administrator	25 days after the date of this Order
Settlement Administrator to mail the Notice Packets	20 days after receipt of the Class List and Data
Class Member Response Deadline (requests for exclusion)	60 days after the initial mailing of the Notice Packet, and as extended for re-mailed notices under the Settlement Agreement
Class Member Deadline to Object	60 days after the initial mailing of the Notice Packet, and as extended for re-mailed notices under the Settlement Agreement
Settlement Administrator to submit declaration in support of final approval	15 days before the deadline to file the Motion for Final Approval
Plaintiff to file Motion for Final Approval and motions for attorney fees, costs, and service payment	16 court days before the Final Approval Hearing
Final Approval Hearing	April 21, 2027 at 1:30 p.m. in Department 19

1 18. Pending further order of this court, all proceedings in this action, except those
2 contemplated by this Order and the Settlement Agreement, are stayed.

3 19. If the Settlement does not become effective in accordance with its terms, is not
4 finally approved, or is terminated, cancelled, or fails to become effective for any reason, this
5 Order shall be rendered null and void and shall be vacated, and the parties shall revert to their
6 respective positions as of the date of the parties' Memorandum of Understanding.

7
8 **IT IS SO ORDERED**

9
10 Dated: October 7, 2026


HON. SHELLA DEEN
JUDGE OF THE SUPERIOR COURT