SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

Law and Motion Calendar
Honorable Nancy L. Fineman
400 County Center, Redwood City
Department 4, Courtroom 4C
Tuesday October 20, 2026

If you intend to appear on any case on this calendar, you must give notice by 4:00 pm the court day before the hearing pursuant to California Rules of Court, Rule 3.1308(a)(1), and San Mateo County L.R. 3.403(b).

Failure to comply with notice as outlined will result in no oral presentation.

Notice of Appearance and Courtesy Copies

1. **Email Dept4@SanMateoCourt.org before 4:00 pm the court day before with a copy to all parties or their counsel of record. The email must include the name of the case, the case number, and the name of the party contesting the tentative ruling OR call (650) 261-5104 before 4:00 pm the court day before and follow the instructions on the message.**

2. **Courtesy Copies: You must email a copy of any reply brief, or an Opposition to a Motion for Summary Judgment in an Unlawful Detainer matter to: LawAndMotionReplyBriefs@SanMateoCourt.org**

Day of Hearing

Appearances can be In Person or Remote. If appearing remotely by Zoom, please use your first and last name and mute your audio until your case is called. All parties must use a device with a camera if you are appearing remotely. Please login to the zoom hearing by 1:50 pm.

Remote Appearance Zoom Information

RECORDING OF A COURT PROCEEDING IS STRICTLY PROHIBITED.

https://sanmateocourt.zoomgov.com/ **Meeting ID:** 160 624 8977 **Password:** 230279

TO ASSIST THE COURT REPORTER, the parties are ORDERED to: (1) state their name each time they speak and only speak when directed by the Court; (2) not to interrupt the Court or anyone else; (3) speak slowly and clearly; (4) connect from a computer if at all possible, rather than a cell phone; (5) if a cell phone is absolutely necessary, the parties must be stationary and not driving or moving; (6) no speaker phones under any circumstances; (7) provide the name and citation of any cases referenced; and (8) spell all names, even common names.

2:00 PM
LINE 3

24-CIV-07193 AQIL MUHAMMAD VS PARTNERS AND ADVOCATES FOR REMARKABLE CHILDREN AND ADULTS

AQIL MUHAMMAD	JONATHAN M. GENISH
PARTNERS AND ADVOCATES FOR REMARKABLE CHILDREN AND ADULTS	CHRISTINE STARKIE

MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

TENTATIVE RULING:

Plaintiff Aqil Muhammad's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA (Private Attorney General Act) Settlement is GRANTED subject to the following:

> The proposed order shall be updated with the correct hearing date and also quote the tentative ruling as set forth in Local Rule 3.403(b)(iv).
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> Uncashed checks should go to a cy pres recipient rather than the California Controller's Unclaimed Property Fund. The parties shall suggest recipients in the final approval motion.
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> The parties shall suggest a proposed date (a Tuesday at 2:00 p.m.) for a final approval hearing and motion for attorneys' fees and costs. They may either jointly email Department 4 with a proposed date by 11:00 a.m. on October 20, 2026 or appear at the hearing after properly contesting the tentative ruling. Plaintiff shall provide a tabbed binder within two days after the filing deadline for the reply with all pleadings for these motions (two sided copying is preferred).

The Settlement is for $262,500. According to the motion, it is estimated that there are approximately 77 class members. The Net Settlement Amount is estimated to be $114,000. The Settlement will provide a payment of $13,000 to the California Labor and Workforce Development Agency (i.e., 65% of the $20,000 amount allocated to resolve the PAGA allegations). The remaining $7,000 shall be distributed amongst aggrieved employees.

In ruling on class action and PAGA settlements, this Court has a duty to independently determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664 ["trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws."]; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 [" 'The court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement.' "]; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.)

Review of a proposed class action settlement typically involves a two-step process: preliminary approval and a subsequent final approval hearing. (*Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118; Cal. Rules of Court, 3.769; Code. Civ. Proc., § 581, subd. (k).)

Precertification settlements in class actions should be scrutinized carefully. (*Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 743 (*Cho*).) This is accomplished through careful review by the trial court, and precertification settlements are routinely approved where they are found fair, adequate and reasonable. (*Ibid.*; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) " 'Due regard,' … 'should be given to what is otherwise a private consensual agreement between the parties. The inquiry "must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." [Citation.].... ' " (*7–Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1145, quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 (*Dunk*).) The test is not whether the maximum amount is secured, but whether the settlement is reasonable under all circumstances. For example, a trial court does not abuse its discretion in approving a settlement when it found that the settlement was achieved at arm's length negotiation, including review of the mediator's declaration; the fact the case was vigorously litigated; plaintiff was represented by experienced counsel; the number of class members who objected or opted out was very small; and plaintiff faced considerable risk in proceeding to trial. (*Cho*, *supra*, at p. 745.)

The trial court possesses a broad discretion to determine the fairness of the settlement; a discretion exercised through the application of a handful of identified criteria. Both the federal circuit courts and our Court of Appeal have adopted a mix of relevant considerations, including "[1] the strength of plaintiffs' case, [2] the risk, expense, complexity and likely duration of further litigation, [3] the risk of maintaining class action status through trial, [4] the amount offered in settlement, [5] the extent of discovery completed and the stage of the proceedings, [6] the experience and views of counsel, ... and [7] the reaction of the class members to the proposed settlement." (*Dunk*, *supra*, 48 Cal.App.4th at p. 1801.) The list of factors is not exhaustive and "should be tailored to each case." (*Id.* at p. 1801.) According to the *Dunk* court, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Id.* at p. 1801.)

The Court finds that the requirements for preliminary approval have been met. Plaintiff has sufficiently addressed the following factors:

Plaintiff provided notice to the LWDA as required by Labor Code section 2699.3, subdivision (a)(1)(A). (See Rose Dec., ¶ 10.)

The Court finds that the Settlement is preliminarily fair and reasonable. While the Court places reliance on counsel's opinion, the Court "must also receive and consider enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the parties have agreed. We do not suggest that the court should attempt to decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys. However, as the court does when it approves a settlement as in good faith under Code of Civil Procedure section 877.6, the court must at least satisfy itself that the class settlement is within the 'ballpark' of reasonableness. (See *Tech–Bilt, Inc. v. Woodward–Clyde & Associates* (1985) 38 Cal.3d 488, 499–500, 213 Cal.Rptr. 256, 698 P.2d 159.) This the Court cannot do if it is not provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Kullar*, *supra*, 168 Cal.App.4th at p. 133.)

In this case, the memorandum of points and authorities and declaration of Alexandra Rose provide information regarding each of these factors.

> **The Settlement was negotiated at arms-length.** The parties participated in mediation with Gig Kyriacou, Esq. on November 12, 2025. Prior to mediation, Defendant produced a 20% sample of Class Members' time and pay data and other relevant information, and both parties briefed issues relating to class certification and liability to present to the mediator ahead of mediation.
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> **The Settlement is within the ballpark of reasonableness.** The Settlement is for $262,500. Class Counsel has presented detailed liability and damages estimates based on their evaluation of the records received through discovery and discounted their estimates based on the risks inherent to class action litigation and specific defenses set forth by Defendant. Settling now for a lesser amount than might be received at trial is reasonable given those risks, the cost of going forward, and the time value of money.
>
> **There has been sufficient investigation and discovery, and Class Counsel is experienced in similar litigation**. As stated above, Class Counsel reviewed numerous documents from Defendant which helped counsel assess the reasonableness of the settlement. Rose of Blackstone Law, APC provides information in her declaration as to her and her colleagues' experience in class action litigation. (Rose Dec., ¶¶ 2-7.)

The Court finds that the allocation of the Settlement between the class and PAGA is fair and reasonable. (*Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 [finding no abuse of discretion to allocate nothing to PAGA in a PAGA/class settlement]). Further, the LWDA has been provided notice of the Settlement and has not objected. (See Rose Dec., ¶ 44.)

The Court finds that Apex Class Action LLC is qualified to serve as settlement administrator and approves its retention, as well as the request of up to $6,000 for its services.

Plaintiff has provided information as to the following elements of class certification:

- **Numerosity/Ascertainability**: Plaintiff defines the class according to objective criteria, and the class member identities are available from Defendant's payroll records. The class consists of approximately 77 individuals, making joinder impracticable. The Court finds numerosity and ascertainability.

- **Commonality**: Common issues predominate over whether Defendant violated wage and hour laws.

- **Superiority**: The Court finds the superiority requirement satisfied because of the benefits and efficiencies of this proposed Settlement when compared to continued litigation of the case on either a class basis or through multiple individual lawsuits.

- **Typicality**: Plaintiff represents that his claims are the same as those of the class members he seeks to represent, and the Court agrees.

- **Adequacy of Representation:** Plaintiff has demonstrated that his counsel is adequate to represent the class. Plaintiff has also demonstrated through his declaration that he understood and complied with the responsibilities of serving as class representative. The Court finds adequacy of representation.

The Court finds the contents of the settlement notice to be substantively adequate. (Cal. Rules of Court, rule 3.769(f); *Martorana v. Marlin & Saltzman* (2009) 175 Cal.App.4th 685, 694.) The Court also finds the method of notice—first class mail—to be sufficient. (*City of San Diego v. Haas* (2012) 207 Cal.App.4th 472, 502; *Chavez v. Netflix*, Inc. (2008) 162 Cal.App.4th 43, 57; *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 251.)

The Court will decide on attorneys' fees, costs and service award at a hearing based upon a noticed motion, which will be heard on the same date as the hearing on final approval. Class Counsel is to submit evidence supporting each of these requests.

For the attorneys' fees award, counsel shall provide sufficient evidence so that the Court can perform a lodestar cross-check, including either billing records or comparable evidence, including which attorneys or support staff worked on each task, support for the hourly rate as reasonable in San Mateo County, and evidence, if any, supporting an award of a multiplier. For the costs, they shall be sufficiently identified so that the Court can determine their reasonableness.

For the service award, the class representative must submit a declaration with specific facts regarding his contributions; general statements are insufficient. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805.) If there are any specific claims of Plaintiff that are consideration for any general release or specific reputational harm, Plaintiff shall identify them for the Court.

Some of this information has already been provided but should also be provided in the motion for attorneys' fees, costs and service award.

Thus, the Court:

- Preliminarily approves the Class Action and PAGA Settlement Agreement attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement:

- Certifies the Class for Settlement purposes;

- Appoints plaintiff Aqil Muhammad as the Class Representative for Settlement purposes;

- Appoints Jonathan M. Genish, Miriam L. Schimmel, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for Settlement purposes;

- Approves the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Approval attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

- Approves the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

- For each Class Member, directing Defendant to furnish their full name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods to the Administrator no later than twenty-one (21) calendar days after entry of the order granting preliminary approval of the Settlement;

- Approves the proposed deadlines for the settlement administration process; and

  - Will set a date by email or at the hearing for the final approval and attorneys' fees and cost motions.

If the tentative ruling is uncontested, it shall become the order of the Court. Thereafter, counsel for Plaintiff shall prepare a written order consistent with the Court's ruling for the Court's signature, pursuant to California Rules of Court, rule 3.1312, and provide written notice of the ruling to all parties who have appeared in the action, as required by law and the California Rules of Court.