TENTATIVE RULINGS

DEPT. CX103
(657-622-5303)

Judge David A. Hoffer
June 20, 2025

These are the Court's tentative rulings. They may become orders if the parties do not appear at the hearing. The Court also might make a different order at the hearing. (*Lewis v. Fletcher Jones Motor Cars, Inc.* (2012) 205 Cal.App.4th 436, 442, fn. 1.)

If a party intends to submit on the Court's tentative ruling, please call the Court Clerk to inform the court. If both parties submit, the tentative ruling will then become the order of the Court.

APPEARANCES: Department CX103 conducts non-evidentiary proceedings, such as law and motion, remotely by Zoom videoconference. All counsel and self-represented parties appearing for such hearings should check-in online through the Court's civil video appearance website at https://www.occourts.org/media-relations/civil.html prior to the commencement of their hearing. Once the online check-in is completed, participants will be prompted to join the courtroom's Zoom hearing session. Check-in instructions and an instructional video are available on the court's website. All remote video participants shall comply with the Court's "Appearance Procedures and Information--Civil Unlimited and Complex" and "Guidelines for Remote Appearances" also posted online at https://www.occourts.org/media-relations/aci.html. A party choosing to appear in person can do so by appearing in the courtroom on the date/time of the hearing.

Court Reporters: Parties must provide their own remote court reporters (unless they have a fee waiver). Parties must comply with the Court's policy on the use of privately retained court reporters which can be found at:

- Civil Court Reporter Pooling; and
- Court Reporter Interpreter Services

THE PARTIES ARE PROHIBITED BY RULE OF COURT AND LOCAL RULE FROM PHOTOGRAPHING, FILMING, RECORDING, OR BROADCASTING THIS COURT SESSION.

#	Case Name	
101	30-2022-01257308 Cano vs. 360 Health Plan, Inc.	**Off Calendar**

103	30-2022-01290351 Abaekobe vs. 360 Health Plan, Inc.	**Off Calendar**
104	30-2023-01317886 Chavez vs. Process Cellular Inc.	The hearing on plaintiff's motion for preliminary approval is continued to August 22, 2025 at 10:00 a.m. in Department CX103 to enable the parties to address and respond to the below issues. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be re-read) at least 16 days before the next hearing date. Counsel should submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections, rather than with only a supplemental declaration or brief that simply asserts the issues have been resolved. The court has reviewed and considered the papers filed in support of plaintiff's motion for final approval of a $242,500 class and PAGA action settlement. The court has the following questions and comments: 1. Proof the moving papers were served on the LWDA must be filed. 2. The total attorney fees should not exceed 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for a settlement of this size. 3. The unexecuted amendment to the settlement (ROA 130 Ex. 2) provides that no disbursements will be made until the settlement is fully funded on 03-15-28. Id. § 4.4. As of 06-01-25, $37,500 should be available to make payments. Id. §§ 4.3.1-4.3.2. What is the purpose of holding back all payments? The class members should receive payment in full as soon as possible. 4. What is the proposed amount for settlement administration? The notice and settlement reflect a maximum of $8,000 while an invoice appears to reflect $10,000. The court will not award an amount in excess of that permitted by the settlement. 5. The court previously ordered the parties to determine whether the escalator had been triggered. ROA 119. Counsel states: "The Parties are continuing to meet and confer related to the escalator provision, have expect to

		have this finalized, and a fully executed copy of the amendment to the settlement agreement, filed prior to the preliminary approval hearing." ROA 130 ¶ 6. No executed version has been filed either timely or at all. Counsel should have requested a continuance of this hearing rather than attempt a piecemeal filing. 6. Regarding plaintiff's individual settlement, delete the following language from the Notice (§ 3.5): "involves materially different claims and allegations than those raised in the Class Action Complaint,". 7. Counsel has failed to correct the Notice (§§ 3.11, 3.12) as ordered by the court. ROA 119 (citing §§ 3.9, 3.10). 8. Counsel has failed to provide a dispute form as ordered by the court. ROA 119. 9. The Supplemental Declaration (ROA 130) ¶¶ 16-21 appears to misidentify exhibits or fails to include the identified exhibits. 10. Counsel states the Response Deadline has been amended from 45 to 60 days, but the amendment does not include that definition. ROA 130 Ex. 2. The Proposed Order also reflects 45 days. 11. Counsel references an amendment regarding remailing (ROA 130 ¶ 20), but it is not clear where this is reflected. 12. The settlement provides (§ 4.4.3) that unclaimed funds are to go to the state controller. What is meant by the parties "agree" those funds will go to the Orange County Public Law Center"? ROA 130 ¶ 17. As to the Proposed Order: 13. Counsel has failed to provide a redline of the Proposed Order as ordered by the court. ROA 119. 14. The department and judicial officer are incorrect (should be Judge David Hoffer and CX-103). 15. The settlement is still not identified by ROA numbers as ordered by the court. The unexecuted amendment to the settlement is also misidentified as an amended settlement. ¶ 1. 16. It reflects proposed administration costs of $8,000. 17. This includes the prior version of the release, which references the non-existent "Section 6.3". 18. A realistic date for the Final Approval hearing should be proposed. Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA

		with any supplemental documents, and file a proof of service.
105	30-2023-01344326 Anaya vs. Worldpac, Inc.	The tentative ruling is to continue Plaintiff Carlos Anaya's ("Plaintiff") Motion for Preliminary Approval of Class and Representative Action Settlement to September 5, 2025 at 10:00 a.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the class notice, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved. Plaintiff failed to provide the court with a text-searchable settlement agreement in compliance with CRC 2.256(b)(3). The motion fails to provide the class members' and aggrieved employees' estimated individual recovery under the proposed settlement, including the estimated high, low and average payments. The average payment must be provided for preliminary approval, but, if the high and low estimated payments are not available at this time, they must be provided in the motion for final approval. The allocation of only 20% of the settlement payments for wages appears to be low. Either an increase to 33 1/3% or an explanation of why the figure is not at least 33 1/3% is required. The settlement agreement and class notice state that the Administrator will resolve any workweek disputes (Settlement ¶ 7.6) and determine the validity of opt-out requests (Settlement ¶ 7.5.2). The documents should reflect instead that, while the Administrator and the parties will attempt to resolve any such disputes, the court ultimately will decide any unresolved disputes.

		The moving papers do not include a copy of the LWDA letter that was sent to the LWDA on June 6, 2023. (Settlement ¶ 1.32.) The court needs a copy of the letter to verify that the settlement terms are consistent with the notice provided to the LWDA. The court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for the settlement of this size. The parties may either reduce the attorneys' fees request by amendment to the settlement agreement and the class notice, or Plaintiff shall provide documentation and support for any request higher than this percentage at the final approval stage. Rather than having class members prepare their own opt-out requests, the class notice must include an exclusion form that class members can complete and submit. The form should be referenced in the class notice. The Class Period is defined as ending on November 1, 2024. However, the escalator clause Paragraph 8 of the settlement agreement provides for defendant's option to either increase the settlement amount or change the Class Period such that some of the class members might no longer be included in the settlement. This court, however, will not give final approval to a settlement that results in class members being told they are in the class but later being told they are not in the class. Thus, defendants will have to either rely on or take another look at their workweek estimate or select the increased payment option. If the parties want to preserve the option calling for a reduction of the Class Period, rather than just an increase in the settlement amount, they must determine if the escalator clause applies before sending out the class notice, have the class notice include the adjusted end date, and not be sent to non-participants. The Class Release in Paragraph 5.1 of the settlement agreement improperly includes a release for claims based on Labor Code § 2802, but no claim was asserted under this statute in the operative complaint, and thus it should not be included in the class release. The following corrections must be made to the class notice:

		1. "Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement" on the left column, third row of the table on the bottom of page 2 of the class notice should be amended to state: "Participating Class Members Can Object to the Class Settlement" as class members may object to the amount allocated to the PAGA portion of the settlement. The sentence: "You cannot object to the PAGA portion of the Settlement." on the right column, third row of the table on the bottom of page 2 of the class notice must also be deleted. The sentence: "You cannot object to the PAGA portion of the Settlement Agreement." at the end of Section 7 on page 8 of the class notice must also be deleted. 2. The class release described on page 6 of the class notice must be amended to match the release described in Paragraph 5.1 in the settlement agreement. 3. Section 8 on page 8 of the class notice should state that the Final Approval Hearing will take place in Department CX103, not CX105. Counsel should propose a realistic Final Approval Hearing date, bearing in mind that all papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff's attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff's declaration to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date, to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements. Plaintiff shall provide notice of this ruling to the LWDA and Defendants.
106	30-2023-01355826 Belloso vs. Hyatt Corporation	The tentative ruling is to continue Plaintiff Blanca E. Belloso's ("Plaintiff") Motion for Preliminary Approval of Class and Representative Action Settlement to August 22, 2025 at 10:00 a.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement.

		Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement and the class notice, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved. The settlement agreement states that the Administrator will resolve any workweek disputes (Settlement ¶ 8.6) and determine the validity of opt-out requests (Settlement ¶ 8.5(b)). The documents should reflect instead that, while the Administrator and the parties will attempt to resolve any such disputes, the court ultimately will decide any unresolved disputes. The Class and PAGA Periods are defined as ending on January 15, 2025. However, the escalator clause in Paragraph 9 of the settlement agreement provides for defendant's option to either increase the settlement amount or change the Class and PAGA Periods such that some of the class members and aggrieved employees might no longer be included in the settlement. This court, however, will not give final approval to a settlement that results in class members and aggrieved employees being told they are included in the settlement but later being told they are not included in the settlement. Thus, defendant will have to either rely on or take another look at its estimated class size and workweek estimate or select the increased payment option. If the parties want to preserve the option calling for a reduction of the Class and PAGA Periods, rather than just an increase in the settlement amount, they must determine if the escalator clause applies before sending out the class notice, have the class notice include the adjusted end date, and not be sent to non-participants. The court shall not approve a Class Release beyond claims that were asserted or could have been asserted based on the facts alleged in the operative complaint. As such, the following must be deleted from the Class Release in erroneously numbered Paragraph 1.1 of the settlement agreement: "(10) claims arising out of alleged violations of the California Labor Code sections asserted in the Operative Complaint, and California Industrial Welfare Commission Wage Order No. 5-2001; (11) penalties of any nature; (12) interest; (13) attorneys' fees and costs; and (14) any other claims arising out of or related to the Operative Complaint."

		The court shall not approve a PAGA Release beyond the claims that were asserted or could have been asserted based on the facts alleged in the PAGA Notice to the LWDA. (See LaCour vs. Marshalls of California, LLC (2023) 94 Cal. App. 5th 1172, 1192-96.) As such, the following must be deleted from the PAGA Release in erroneously numbered Paragraph 1.2 of the settlement agreement: "(11) claims under PAGA arising out of alleged violations of the California Labor Code sections asserted in the Operative Complaint, and California Industrial Welfare Commission Wage Order No. 5-2001; (12) penalties of any nature; (13) interest; (14) attorneys' fees and costs; (15) any other PAGA claims arising out of or related to the Operative Complaint." The court shall not approve a direct release of claims by the LWDA. Paragraph 6.3 of the settlement agreement must omit the phrase "and the LWDA," and instead state: "All Aggrieved Employees are deemed to release, on behalf of themselves and their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, the Released Parties from the Released PAGA Claims." The court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for a settlement of this size. The parties may either reduce the attorneys' fees request by amendment to the settlement agreement and the class notice, or Plaintiff shall provide documentation and support for any request higher than this percentage at the final approval stage. Section 8 of the class notice and Paragraph 10 of the Proposed Order and Judgment must be amended to provide the correct information for the location of the Final Approval Hearing, which shall be in Department CX103. The following corrections must be made to the class notice: 1. The class notice should have page numbers on every page. 2. "Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement" on the left column, third row of the table on the bottom of Page 1 of the class notice should be amended to state: "Participating Class Members Can Object to the Class

		Settlement" as class members may object to the amount allocated to the PAGA portion of the settlement. 3. On Page 2 of the class notice, right column of the table, the sentence "The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated **on the first page of this Notice**." should instead state "**second** page of this Notice." 4. The releases in the class notice should be amended to conform to the amendments to the releases in the settlement agreement. 5. The ALLOCATION FORM should be captioned the WORKWEEK DISPUTE & CHANGE OF ADDRESS FORM, and should be referenced in the class notice. 6. The REQUEST FOR EXCLUSION FORM and OBJECTION FORM should be referenced in the class notice so that class members are aware that they should use these forms. 7. The OBJECTION FORM needs to make clear that the class member does not need to submit the form and can instead appear at the Final Approval Hearing to assert an objection in person. The last sentence, "If you are planning on appearing in Court, you may still complete all steps listed in 1-5 below in order to object to the Settlement." should be deleted, and the notice should instead state: "You may appear in Court to make an objection at the Final Approval Hearing whether or not you submit this form." (Cal. R. Ct., R. 3.769(f).) Plaintiff shall provide notice of this ruling to the LWDA and Defendant.
107	30-2023-01316140 Ochoa v. FCI Lender Services, Inc.	The tentative ruling is to continue Plaintiff David Christian Ochoa's ("Plaintiff") Motion for Preliminary Approval of Class and Representative Action Settlement to September 5, 2025 at 10:00 a.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with

		references to any corrections to the settlement agreement and the class notice, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved. As the parties have included employer payroll taxes in the Gross Settlement Amount, the request for attorney's fees must be based on the Gross Settlement Amount after deducting the employer payroll taxes. Further, the court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount after deducting the employer payroll taxes, which the court finds fair, adequate and reasonable for the settlement of this size. The parties may either reduce the attorneys' fees request by amendment to the settlement agreement and the class notice, or Plaintiff shall provide documentation and support for any request higher than this percentage at the final approval stage. The motion fails to provide the class members' estimated high and low payments. The average payment must be provided for preliminary approval, but, if the high and low estimated payments are not available at this time, they must be provided in the motion for final approval. Paragraph 3.12.1 of the settlement agreement states that individual payments shall be calculated after deducting "ten dollars ($10) per month to Class Members for each month they worked remotely and utilized their home internet." The settlement agreement fails to explain how the calculation of the total amount to be deducted for these $10 per month payments shall be performed, and how the $10 per month payments shall be distributed to the relevant class members. The following corrections must be made to the class notice: 1. The last row of the table on page 2 of the class notice states: "You can still submit a claim form." However, this is an opt-out settlement, so this statement needs to be deleted. 2. Section 3 on page 3 of the class notice should be amended to state: "On [insert date], the Honorable David Hoffer issued an order conditionally certifying the Settlement Class for settlement purposes only." 3. Section 17 on page 10 of the class notice should state that the Final Approval Hearing shall take place in Department CX103, not CX-105.

		4. The "Request to Be Excluded from Class Action Settlement" form should make it clear that the class member cannot request exclusion from the PAGA portion of the settlement. Counsel should propose a realistic Final Approval Hearing date, bearing in mind that all papers in support of the Final Approval Hearing, including detailed hourly breakdowns of plaintiff's attorneys to support a lodestar cross-check, detailed plaintiff attorney cost breakdowns, an Administrator declaration and invoice, and plaintiff's declaration to support the enhancement request, must be filed at least 16 calendar days before the Final Approval Hearing date, to provide enough time for court review, and must be served in compliance with CCP notice of motion requirements. Plaintiff shall provide notice of this ruling to the LWDA and Defendant.
108	30-2021-01178511 Robles vs. Insight Global, LLC	The tentative ruling is to continue the hearing on Plaintiff Kelly Robles' ("Plaintiff") Motion for Approval of Settlement Under Private Attorneys General Act ("PAGA") to August 29, 2025 at 10:00 a.m. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved. The moving papers do not include a copy of the LWDA letter that counsel asserts was sent to the LWDA on August 12, 2020. (Khalili Dec. ¶ 7.) The court needs a copy of the letter to verify that the settlement terms are consistent with the notice provided to the LWDA. Paragraph 10 of the settlement agreement suggests there is an escalator clause but the terms of the escalator clause is not disclosed. Regardless, this is a motion to have the PAGA

		settlement fully approved, and so the court must approve a specific gross settlement amount on the granting of this motion. Thus, the parties must determine the gross settlement amount to be approved, as well as the PAGA period ending date. Plaintiff has not provided the court with the estimated average, high and low payments to aggrieved employees under the proposed settlement. These estimates are needed to assist the court in properly determining the fairness of the proposed settlement. Plaintiff has not submitted Plaintiff's attorneys' bills with each attorney's hourly rates or a detailed hourly breakdown of Plaintiff's attorneys' hours to support the court's review of plaintiff's attorneys' fees request. Plaintiff is required to provide sufficient information to support the court's lodestar cross-check of the fee request. There is a discrepancy in the settlement agreement as to the amount requested for attorneys' fees. (Settlement ¶¶ 9 [$225,000.00], 28 [$222,750.00].) Nevertheless, the court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for a settlement of this size. The court will not approve a direct release by the LWDA and will not approve a release with injunctive language. Paragraph 29(a) of the settlement agreement should be amended to state: Release by Plaintiff on Behalf of the LWDA. In her private capacity and as a proxy or agent of the LWDA and State of California, Plaintiff agrees to release Defendant and the Released Parties, from any and all individual and non-individual claims under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint or the PAGA Notice Letter, including, but not limited to, claims under PAGA arising under Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and 2699, IWC Wage Order No. 4-2001, §§ 3, 4, 7,11, 12, 20 and any civil penalties based on alleged violations of these sections (collectively, the "PAGA Released Claims") that arose during the PAGA Period. Upon approval of this Agreement and the funding of the Settlement by Defendant, Plaintiffs, **on behalf of** the

		LWDA, the State of California, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA and/or the State **may** be barred **as a matter of law** from asserting any of the PAGA Released Claims in any other litigation, arbitration, or other legal forum. Any party to this Agreement may use the Agreement to assert that this Agreement and the Judgment to be entered by the Court following approval of this Agreement bars any other action asserting any of the PAGA Released Claims against any of the Released Parties during the PAGA Period. The provisions of this paragraph apply regardless of whether Plaintiff and/or the PAGA Settlement Members cash their Individual PAGA Payment checks. (Settlement ¶ 29(a).) The cover letter must explain that no claims for unpaid or underpaid wages have settled, and that this settlement is without prejudice to the pursuit of any such claims. The Proposed Order and Judgment must be amended to state that the Final Report Hearing shall be in Department CX103 and the order will be signed by The Honorable David Hoffer. Further, Plaintiff shall file a new Proposed Order and Judgment in accordance with this ruling. Counsel should propose a realistic Final Report Hearing date, taking into account the time deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The court usually sets these hearings nine months after settlement approval if the check cashing deadline is 180 days. The parties must report to the court the total amount that was actually paid to the aggrieved employees. All supporting papers must be filed at least 16 days before the Final Report Hearing date. Plaintiff is ordered to give notice of the ruling to the LWDA and Defendant.
109	30-2023-01356309 Escobedo vs. Block Tops, Inc.	The tentative ruling is to continue the hearing on Plaintiff Juan Escobedo's ("Plaintiff") Motion for Approval of Settlement Under Private Attorneys General Act ("PAGA") to August 22, 2025 at 10:00 a.m.

		Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved. Plaintiff does not provide any information as to how attorneys' fees will be split between the two firms representing Plaintiff and aggrieved employees. (Escobedo Dec. ¶ 9) Plaintiffs must disclose the proposed split so that the court can approve separate attorneys' fees awards. Plaintiff has not submitted his attorneys' bills or a detailed hourly breakdown of his attorneys' hours to support the court's review of plaintiff's attorneys' fees request. Plaintiff is required to provide sufficient information to support the court's lodestar cross-check of the fee request. The court is inclined to grant approval of an attorneys' fees request of only 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for a settlement of this size. The attorney costs request includes $1,530.40 for costs to initiate Plaintiff's separate class action and $86.95 to dismiss the class action. The court will not award these costs as the class action is not included in this PAGA settlement. Paragraph 3(a)(5) of the settlement agreement contains an escalator clause, but this is a motion to have the settlement fully approved, and so a specific gross settlement amount must be approved on the granting of this motion. At this point in time, the parties should know or be able to determine the number of aggrieved employees and qualifying pay periods based on the PAGA Period end date of August 31, 2024. The court will not approve the release of claims by the LWDA directly. Paragraph 6 of the settlement agreement must be amended to state: "Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the

		Gross Settlement Amount, Plaintiff **on behalf of** the State of California with respect to Aggrieved Employees . . . ” The cover letter must explain that no claims for unpaid or underpaid wages have settled and that this settlement is without prejudice to the pursuit of any such claims. The Proposed Order and Judgment must be amended in accordance with this ruling, and amended to state the correct Department (CX103) and judge (The Honorable David Hoffer). Counsel should propose a realistic Final Report Hearing date, taking into account the time deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The court usually sets these hearings nine months after settlement approval if the check cashing deadline is 180 days. The parties must report to the court the total amount that was actually paid to the aggrieved employees. All supporting papers must be filed at least 16 days before the Final Report Hearing date. Plaintiff is ordered to give notice of this ruling to the LWDA and Defendant.
110	30-2024-01384527 Hurtado vs. Classic Industries Corporation	The tentative ruling is to continue the hearing on Plaintiff Matthew Hurtado’s (“Plaintiff”) Motion for Approval of Settlement Under Private Attorneys General Act (“PAGA”) to August 29, 2025 at 10:00 a.m. Counsel must file supplemental papers addressing the court’s concerns (not fully revised papers that would have to be reread) no later than two weeks before the next hearing date. Counsel must submit an amendment to the settlement agreement rather than any amended settlement agreement. Counsel also must provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections to the settlement agreement, rather than with just a supplemental declaration or brief that simply asserts the issues have been resolved. The court is inclined to grant approval of an attorneys’ fees request of only 30% of the gross settlement amount, which the

		court finds fair, adequate and reasonable for the settlement of this size. There is an escalator clause in Paragraph 40 of the settlement agreement, but this is a motion to have the settlement fully approved, and so a specific gross settlement amount must be approved on the granting of this motion. At this point in time the parties should know or be able to determine the number of aggrieved employees and qualifying pay periods and the PAGA Period the parties are using. The court will not approve the release of claims by the LWDA directly. Paragraph 51 of the settlement agreement must be amended to state: "Upon the Effective Date and complete funding of the Gross Settlement Amount by Defendants, and except as to the rights and obligations created by this Agreement, Plaintiff**, on behalf of himself and the LWDA,** and Aggrieved Employees will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties . . ." The court will not approve the $25.50 in postage that is part of the attorney costs request because the court considers that cost item to be properly part of attorney overhead. The definition of aggrieved employees at the top of the cover letter is inconsistent with the definition later in the cover letter and as defined in the settlement agreement. The cover letter should be amended to state: "If you are or were an hourly-paid, non-exempt employee of Defendants Classic Industries Corporation, Original Equipment Reproduction, Inc. General Marketing Capital, Inc., and JML Enterprises, LLC **employed in the State of California** at any time between January 2, 2023 to [PAGA Period End Date] you are entitled to receive money from a Settlement brought under the Labor Code Private Attorneys General Act of 2004 ("PAGA")." The cover letter must explain that no claims for unpaid or underpaid wages have settled and that this settlement is without prejudice to the pursuit of any such claims. The Proposed Order and Judgment must be amended in accordance with this ruling, and amended to state the correct Department (CX103) and judge (The Honorable David Hoffer).

		Counsel should propose a realistic Final Report Hearing date, taking into account the time deadlines associated with funding the settlement, mailing distributions, allowing the check-cashing deadline to pass, and depositing uncashed check funds pursuant to the terms of the settlement agreement. The court usually sets these hearings nine months after settlement approval if the check cashing deadline is 180 days. The parties must report to the court the total amount that was actually paid to the aggrieved employees. All supporting papers must be filed at least 16 days before the Final Report Hearing date. Plaintiff is ordered to give notice of this ruling to the LWDA and Defendants.
111	30-2024-01382083 Meade vs. Pumpkin City's Pumpkin Farm Inc.	The hearing on plaintiff's motion for final approval is continued to August 29, 2025 at 10:00 a.m. in Department CX103 to enable the parties to address and respond to the below issues. Counsel must file supplemental papers addressing the court's concerns (not fully revised papers that would have to be re-read) at least 16 days before the next hearing date. Counsel should provide a red-lined version of any revised papers. Counsel also should provide the court with an explanation of how the pending issues were resolved, with references to any corrections, rather than with only a supplemental declaration or brief that simply asserts the issues have been resolved. The court has reviewed and considered the papers filed in support of plaintiff's motion for final approval of a $225,000 class and PAGA action settlement. The court has the following questions and comments: 1. The administrator should report the number of workweeks by class members and whether the escalator provision was triggered. 2. What is the fee-splitting arrangement between counsel? *As to the Proposed Order* 3. Remove counsel's information as well as the hearing information from the caption page.

		4. The attorney fees and costs awards should be specific as to the respective firms (¶ 12). 5. The total attorney fees should not exceed 30% of the gross settlement amount, which the court finds fair, adequate and reasonable for a settlement of this size. Plaintiff is ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiff must also serve the LWDA with any supplemental documents and file a proof of service.
112	30-2020-01174105 Williams vs. Cedar Creek Inn SJC, Inc.	The tentative ruling is to continue the Final Report Hearing to July 25, 2025 at 10:00 a.m. to confirm that the amount of the uncashed checks after the check-cashing deadline has been delivered to the State Controller's Office Unclaimed Property Fund in the names of the applicable payees, that the Administrator's work is complete, and that the court's file thus may be closed. All supporting papers must be filed at least 16 days before the Final Report Hearing date. Plaintiff is ordered to give notice of this ruling to the LWDA and defense counsel.
113	30-2021-01203213 Limon vs. E. Excel Services, Inc.	The tentative ruling is to continue the Final Report Hearing to October 10, 2025 at 10:00 a.m. as it appears that Defendants Excel Services, Inc. and Raul Arturo Ceballos have failed to fund their portion of the settlement so a final accounting cannot be provided. Plaintiff is ordered to give notice of this ruling to Defendants.
114	30-2024-01371540 Chavez vs. Oakmont Management Group, LLC	Defendant Oakmont Management Group, LLC's ("Defendant") Motion to Compel Arbitration and Stay This Action is **GRANTED**. IT IS ORDERED THAT Plaintiffs' individual claims asserted in this action are compelled to arbitration, including Plaintiffs' individual PAGA claims, and the remaining representative PAGA claim is STAYED pending completion of arbitration. IT IS FURTHER ORDERED THAT Plaintiffs' class allegations are DISMISSED. The court concludes that there exists a valid agreement to arbitrate the individual claims asserted by plaintiff and that no

		grounds exist to bar enforcement of the agreement. (CCP § 1281.2.) Plaintiffs challenge the authenticity of the arbitration agreement provided by Defendant, but Defendant met its burden of demonstrating the existence of an arbitration agreement between Plaintiffs and Defendant by a preponderance of the evidence. Defendant's Vice President of Human Resources Operations Megan Ellis provides her declaration based on her review of Defendant's business records and personal knowledge as to the subject arbitration agreements. Ms. Ellis provides two records of electronic submissions by Plaintiffs Chavez and Lopez each for an "Employee Agreement to Arbitrate Disputes." (Ellis Dec. ¶¶ 11, 13, Exs. B, D.) Ms. Ellis explains: > To electronically sign the Arbitration Agreement, Plaintiffs each had to (1) sign into Oakmont's onboarding website using a unique username that was sent exclusively to their personal email address . . . and a unique password that only Plaintiffs could create; (2) within the onboarding website, Plaintiffs then had to click on the words, "Submit Documents" in order to access the onboarding documents assigned to them; (3) click on the specific document titled "Employee Agreement to Arbitrate Disputes, CA;" (4) review the Arbitration Agreement and, they she wished, download a copy of the Arbitration Agreement; (5) click the "Mark Complete" button towards the top of the page, which opened a prompt with the header, "Sign and Submit Your Document" and which stated "By typing your full name and selecting the date you are electronically signing this document."; (6) Plaintiffs then had to manually type in their name in the "Name" field; (7) manually select the correct date under the "Date" dropdown; and (8) click the button titled "Save." After Plaintiffs clicked the "Save" button, the onboarding website generated the aforementioned Electronic Signature Acknowledgement Pages. The timestamps that are reflected on Plaintiffs' respective Electronic Signature Acknowledgement Pages are the same times that Plaintiffs electronically signed their Arbitration Agreements. (Ellis Dec. ¶ 16.) Thus, Exhibits B and D to her declaration demonstrates that Plaintiffs did in fact review and sign the arbitration agreements.

		Ms. Ellis confirmed these facts in her deposition: "So the Exhibit B [the record of electronic submission of "Employee Agreement to Arbitrate Disputes, CA" for Josie Chavez] is a document that one reads and -- and submits, signs and submits -- or types in their name and date and submits." (Carney Dec., Ex. 1 at 23:9-11.) To authenticate a signature on an arbitration agreement, the declarant must "explain: how, or on what basis, the [declarant] inferred that the electronic signature was 'the act of' the plaintiff-employee; that the date and time printed on the agreement were accurate; that the electronic signature could only have been placed on the agreement by a person using the plaintiff-employee's unique identification number and password; and that the agreement was therefore signed by the plaintiff." (*Fabian v. Renovate Am., Inc.* (2019) 42 Cal. App. 5th 1062, 1069.) Ms. Ellis has satisfied these requirements. Plaintiffs claim, without any supporting evidence, that they only acknowledged receipt of the agreements but did not sign them. Based on the foregoing evidence, the court finds that Defendant has demonstrated the existence of arbitration agreements between Plaintiffs and Defendant. Plaintiffs' challenge to the arbitration agreement based upon the fact that Defendant did not itself sign the agreement is without merit. "[T]he writing memorializing an arbitration agreement need not be signed by both parties in order to be upheld as a binding arbitration agreement." (*Serafin v. Balco Props. Ltd., LLC* (2015) 235 Cal. App. 4th 165, 176 [noting that employer showed assent by moving to compel arbitration and stay litigation].) "[A]n arbitration agreement can be specifically enforced against the signing party regardless of whether the party seeking enforcement has also signed, provided that the party seeking enforcement has performed or offered to do so." (*Id*. [citing Cal. Civ. Code § 3388].) Plaintiffs have not provided any evidence that Defendant has not performed under the arbitration agreement. With respect to enforceability, Plaintiffs have established only a minimal level of procedural unconscionability based on the fact that the arbitration agreement was a contract of adhesion. Contrary to Plaintiffs' arguments, there is no evidence that acceptance of the arbitration agreement was a condition of employment and the agreement expressly states otherwise.

		(Ellis Dec., Ex. A ["this Agreement is not a condition of employment"].) Further, Plaintiffs complain that the arbitration rules were not attached to the agreement, but fail to explain what rules should have been included. The arbitration agreement only references procedures under the Federal Arbitration Act and the California Arbitration Act, and Plaintiffs provide no authority requiring those statutes be attached to an arbitration agreement for the agreement to be enforceable. Notwithstanding any procedural unconscionability, Plaintiffs have not demonstrated any substantive unconscionability to justify invalidating the arbitration agreement. (*Armendariz v. Found. Health Psychcare Servs., Inc.* (2000) 24 Cal. 4th 83, 114 [explaining the sliding scale and requirement that both procedural and substantive unconscionability be present to invalidate an arbitration agreement].) The arbitration agreement does not lack mutuality as it requires both Defendant and Plaintiffs to submit their claims to arbitration should they arise out of Plaintiffs' employment with Defendant. (Ellis Dec., Ex. A.) Further, to the extent Plaintiffs are concerned about improper fee-shifting awards, the arbitration agreement states that any fee-shifting that may be awarded by the arbitrator shall only be allowed "pursuant to applicable California and/or federal law." (*Id*.) Based on the foregoing, the court finds that the subject arbitration agreements are enforceable and Plaintiffs' individual claims must be compelled to arbitration. Further, the class action waivers in those agreements are enforceable because the agreements are subject to the Federal Arbitration Act. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 364.) Thus, Plaintiffs' class allegations in this action are dismissed. Both the Federal Arbitration Act and California law provide for a stay of proceedings pending arbitration. (9 U.S.C. §3; CCP §1281.4.) It is also in the interests of comity and the conservation of judicial resources to avoid potential conflicting rulings and stay the arbitration, eliminating the risk of inconsistent decisions between the arbitration proceeding and the court proceeding. (*Lawyers Title Ins. Corp. v. Superior Court* (1984) 151 Cal. App. 3d 455, 460.) As such, the court stays Plaintiffs' remaining representative PAGA claim pending completion of arbitration.

		The court OVERRULES Plaintiffs' objections to the Declaration of Megan Ellis, as she is Defendant's HR VP and has established adequate foundation for her statements concerning the employee files, the onboarding system, and the electronic document signature process. Defendant is ordered to give notice of this ruling.