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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

JACOB BLEA,
Plaintiff,
v.
PACIFIC GROSERVICE INC., et al.,
Defendants.

Case No.: 20CV375150

**ORDER CONCERNING PLAINTIFF’S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS/PAGA
SETTLEMENT**

This is a putative class and Private Attorneys General Act (“PAGA”) action. Plaintiff alleges that Defendants Pacific Groservice, Inc. and Pittsburg Wholesale Grocers, Inc. d/b/a Pitco Foods failed to provide meal and rest breaks, required employees to work off-the-clock, and committed other wage and hour violations.

Now before the Court is Plaintiff’s motion for preliminary approval of a settlement, which is unopposed. The Court issued a tentative ruling on December 7, 2022, and no one contested it at the hearing on December 8. It now issues its final order, which GRANTS preliminary approval.

I. BACKGROUND

Defendants employed Plaintiff as an hourly-paid, non-exempt employee in the County of Santa Clara during the relevant period. (First Amended Class Action Complaint for Damages

1 (“FAC”), ¶ 18.) Plaintiff alleges that he and other employees were regularly denied meal and
2 rest periods, or their meal or rest periods were shortened, interrupted, and/or provided late. (*Id.*,
3 ¶¶ 24–25.) They were required to work off-the-clock, including attending job training,
4 completing security screenings, and/or completing COVID-19 screenings. (*Id.*, ¶ 26.) Plaintiff
5 and others were not reimbursed for necessary business expenses like the purchase of safety vests
6 and goggles. (*Id.*, ¶ 27.) Defendants also miscalculated the regular rate of pay for their hourly-
7 paid and non-exempt employees by, among other things, failing to account for nondiscretionary
8 bonuses. (*Id.*, ¶ 28.) Due to these other violations, Defendants failed to pay employees all wages
9 owed at separation and to provide complete and accurate wage statements and keep accurate
10 payroll records. (*Id.*, ¶¶ 34–35, 37.)

11 Based on these allegations, Plaintiff asserts the following putative class claims: (1)
12 violation of Labor Code sections 510 and 1198 by failing to pay overtime; (2) violation of Labor
13 Code sections 226.7 and 512(a) by committing meal period violations; (3) violation of Labor
14 Code section 226.7 by committing rest period violations; (4) violation of Labor Code section
15 1194 and 1197 by failing to pay minimum wages; (5) violation of Labor Code sections 201 and
16 202 by failing to pay wages at separation; (6) violation of Labor Code section 226(a) by failing
17 to provide complete and accurate wage statements; and (7) violation of Labor Code sections
18 2800 and 2802 by failing to reimburse business expenses. Plaintiff also brings: (8) a
19 representative claim for PAGA penalties based on these other violations, as well as Defendants’
20 alleged failure to provide paid sick days; and (9) a derivative claim for violation of Business &
21 Professions Code section 17200 et seq.

22 Now, Plaintiff moves for an order preliminarily approving the settlement of the class and
23 PAGA claims, provisionally certifying the settlement class, approving the form and method for
24 providing notice to the class, and scheduling a final fairness hearing.

25 **II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL**

26 **A. Class Action**

27 Generally, “questions whether a [class action] settlement was fair and reasonable,
28 whether notice to the class was adequate, whether certification of the class was proper, and

1 whether the attorney fee award was proper are matters addressed to the trial court’s broad
2 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
3 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
4 260.)

5 In determining whether a class settlement is fair, adequate and reasonable, the
6 trial court should consider relevant factors, such as the strength of plaintiffs’ case,
7 the risk, expense, complexity and likely duration of further litigation, the risk of
8 maintaining class action status through trial, the amount offered in settlement, the
9 extent of discovery completed and the stage of the proceedings, the experience
10 and views of counsel, the presence of a governmental participant, and the reaction
11 of the class members to the proposed settlement.

12 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

13 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
14 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
15 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and
16 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
17 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
18 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
19 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
20 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
21 marks omitted.) The trial court also must independently confirm that “the consideration being
22 received for the release of the class members’ claims is reasonable in light of the strengths and
23 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
24 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
25 “provided with basic information about the nature and magnitude of the claims in question and
26 the basis for concluding that the consideration being paid for the release of those claims
27 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)
28

1 **B. PAGA**

2 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
3 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
4 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
5 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
6 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
7 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
8 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
9 *Moriana* (2022) ___ U.S. ___, 2022 U.S. LEXIS 2940.)

10 Similar to its review of class action settlements, the Court must “determine independently
11 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
12 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
13 Cal.App.5th 56, 76–77.) It must make this assessment “in view of PAGA’s purposes to
14 remediate present labor law violations, deter future ones, and to maximize enforcement of state
15 labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383
16 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the relief provided for under the PAGA
17 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to
18 benefit the public”], quoting LWDA guidance discussed in *O’Connor v. Uber Technologies,*
19 *Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*).

20 The settlement must be reasonable in light of the potential verdict value. (See *O’Connor,*
21 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential
22 verdict].) But a permissible settlement may be substantially discounted, given that courts often
23 exercise their discretion to award PAGA penalties below the statutory maximum even where a
24 claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-
25 CV-02198-EMC) 2016 WL 5907869, at *8–9.)

26 **III. SETTLEMENT PROCESS**

27 According to Plaintiff’s counsel, Defendants are a wholesale distributor of grocery,
28 beverage, frozen, and janitorial products to members that include independent grocery stores,

1 markets, gas stations, and convenience stores. Plaintiff filed this case as a PAGA-only action on
2 December 28, 2020. He propounded written discovery and prepared a draft *Belaire-West* notice,
3 prompting Defendants to agree to attempt mediation and exchange informal discovery.

4 Defendants produced hundreds of pages of documentation relating to their policies,
5 practices, and procedures regarding reimbursement of business expenses, paying non-exempt
6 employees for all hours worked, meal and rest periods, bonus plans, and shift differentials, as
7 well as payroll and operational policies and time and pay records. Plaintiff reviewed time and
8 pay records and information about the size and scope of the class and the number of workweeks
9 at issue. This sampling included data for 650 employees consisting of 129,000 shifts of time
10 data and 26,929 corresponding pay period data. Plaintiff also analyzed relevant arbitration
11 agreements and interviewed several putative class members.

12 Following this investigation and analysis, the parties mediated with Jeffery Ross, Esq. on
13 April 27, 2022. They were able to reach a settlement. Per their agreement and a stipulated order,
14 Plaintiff filed the FAC on May 11, 2022, adding putative class claims to the case.

15 **IV. SETTLEMENT PROVISIONS**

16 The non-reversionary gross settlement amount is \$2,500,000. Attorney fees of up to
17 \$875,000 (thirty-five percent of the gross settlement),¹ litigation costs of up to \$25,000, and
18 \$20,000 in administration costs will be paid from the gross settlement. \$100,000 will be
19 allocated to PAGA penalties, 75 percent of which (\$75,000) will be paid to the LWDA. The
20 named plaintiff will seek an incentive award of \$10,000.

21 The net settlement, approximately \$1,495,000 by the Court's calculation, will be
22 allocated to settlement class members proportionally based on their weeks worked during the
23 class/PAGA periods. The average payment will be around \$1,014.25 to each of the 1,474 class
24 members. Class members will not be required to submit a claim to receive their payments. For
25 tax purposes, settlement payments will be allocated 20 percent to wages and 80 percent to
26 penalties and interest, with 100 percent of PAGA payments deemed penalties. The employer's
27

28 ¹ The Court is not inclined to award attorney fees higher than the usual 1/3 of the gross
settlement in this case.

1 share of taxes will be paid separately from the gross settlement. Funds associated with checks
2 uncashed after 180 days will be paid to the California State Controller for deposit in the
3 Unclaimed Property Fund in the name of the appropriate employee.

4 In exchange for the settlement, class members who do not opt out will release “all claims
5 alleged or [that] could have been alleged based on the facts alleged in the operative complaint,”
6 including specified wage and hour claims. Similarly, the PAGA release includes “all allegations
7 and claims for civil penalties pursuant to PAGA based on any and all underlying Labor Code
8 violations alleged in the operative complaint or in the PAGA Notice that arose during the PAGA
9 Period,” including violations of specific Labor Code provisions at issue in this case. The
10 releases are appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim Arena*
11 *Management, LLC* (2021) 69 Cal.App.5th 521, 537.) Consistent with the statute, aggrieved
12 employees will not be able to opt out of the PAGA portion of the settlement.

13 **V. FAIRNESS OF SETTLEMENT**

14 Plaintiff valued the claims in this action as follows. The overtime/minimum wage claims
15 based on off-the clock work were valued at \$1,712,126.60 to \$2,567,711.40. The regular rate
16 theory was estimated at \$35,737, and the claim for unreimbursed business expenses at \$574,210.
17 The rest period claims were valued at \$1,628,405, and the meal period claims at \$34,374.30.
18 The core claims were accordingly valued at up to \$4,840,437.70.

19 In addition, Plaintiff estimated that wage statement penalties could total \$3,432,000,
20 waiting time penalties could total \$4,035,984, and PAGA penalties could be worth up to
21 \$26,254,800. By this estimate, the maximum total value of the case is \$38,563,221.70. The
22 settlement accordingly represents over 6 percent of the maximum value of the case including
23 penalties, or over 51 percent of the maximum value of the core claims.

24 Plaintiff’s meal and rest break and off-the-clock claims are based on the theory that
25 employees were assigned heavy workloads that forced them to work through their breaks and
26 off-the-clock, as well as the theory that employees had to work off-the-clock donning and
27 doffing personal protective equipment, waiting in line, and performing other tasks due to
28 Defendants’ policies. Plaintiff also maintains that Defendants failed to include various bonuses

1 and incentives, including driver bonuses, referral bonuses, and sign-on bonuses, in employees’
2 regular rates of pay when calculating overtime wages and sick leave. And he claims that
3 Defendants failed to reimburse expenses associated with employees’ daily use of their personal
4 cell phones for work purposes, and their use of their personal vehicles to pick up lunches and
5 complete other tasks. Among other countervailing arguments, Defendants point to meal break
6 waivers signed by most of its non-exempt employees and urge that several of Plaintiff’s theories
7 raise individualized inquiries that would preclude class certification. Considering these risks and
8 the substantial portion of the case’s maximum value attributable to uncertain penalties, the Court
9 agrees that the settlement achieves a good result for the class.

10 Based on this and the fuller analysis set forth in the Declaration of Douglas Han
11 supporting Plaintiff’s motion, the Court finds that the settlement is fair and reasonable to the
12 class, and the PAGA allocation is genuine, meaningful, and reasonable in light of the statute’s
13 purposes.

14 Of course, the Court retains an independent right and responsibility to review the
15 requested attorney fees and award only so much as it determines to be reasonable. (See
16 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
17 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
18 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
19 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
20 reasonableness of a percentage fee through a lodestar calculation].)

21 **VI. PROPOSED SETTLEMENT CLASS**

22 Plaintiff requests that the following settlement class be provisionally certified:
23 all current and former hourly paid non-exempt persons employed by Defendants
24 Pacific Groservice Inc. and Pittsburg Wholesale Grocers, Inc. d/b/a Pitco Foods
25 (“Defendants”) in California at any time beginning December 28, 2016, through
26 and including July 27, 2022.
27
28

1 **A. Legal Standard for Certifying a Class for Settlement Purposes**

2 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order
3 approving or denying certification of a provisional settlement class after [a] preliminary
4 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a
5 class “when the question is one of a common or general interest, of many persons, or when the
6 parties are numerous, and it is impracticable to bring them all before the court”

7 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:

8 (1) an ascertainable class and (2) a well-defined community of interest among the class
9 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
10 *Drug Stores*)). “Other relevant considerations include the probability that each class member
11 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
12 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
13 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
14 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
15 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

16 In the settlement context, “the court’s evaluation of the certification issues is somewhat
17 different from its consideration of certification issues when the class action has not yet settled.”
18 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the
19 settlement-only context, the case management issues inherent in the ascertainable class
20 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*
21 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or
22 overbroad class definitions require heightened scrutiny in the settlement-only class context, since
23 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

24 **B. Ascertainable Class**

25 A class is ascertainable “when it is defined in terms of objective characteristics and
26 common transactional facts that make the ultimate identification of class members possible when
27 that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 980
28 (*Noel*)). A class definition satisfying these requirements

1 puts members of the class on notice that their rights may be adjudicated in the
2 proceeding, so they must decide whether to intervene, opt out, or do nothing and
3 live with the consequences. This kind of class definition also advances due
4 process by supplying a concrete basis for determining who will and will not be
5 bound by (or benefit from) any judgment.

6 (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

7 “As a rule, a representative plaintiff in a class action need not introduce evidence
8 establishing how notice of the action will be communicated to individual class members in order
9 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
10 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
11 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
12 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
13 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
14 objective characteristics and transactional parameters, and can be determined by DIRECTV’s
15 own account records. No more is needed.”].)

16 Here, the estimated 1,474 class members are readily identifiable based on Defendants’
17 records, and the settlement class is appropriately defined based on objective characteristics. The
18 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

19 **C. Community of Interest**

20 The “community-of-interest” requirement encompasses three factors: (1) predominant
21 questions of law or fact, (2) class representatives with claims or defenses typical of the class, and
22 (3) class representatives who can adequately represent the class. (*Sav-On Drug Stores, supra*, 34
23 Cal.4th at pp. 326, 332.)

24 For the first community of interest factor, “[i]n order to determine whether common
25 questions of fact predominate the trial court must examine the issues framed by the pleadings
26 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
27 (2001) 89 Cal.App.4th 908, 916 (*Hicks*)). The court must also examine evidence of any conflict
28 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*

1 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
2 jointly tried, when compared with those requiring separate adjudication, are so numerous or
3 substantial that the maintenance of a class action would be good for the judicial process and to
4 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
5 (*Lockheed Martin*)). “As a general rule if the defendant’s liability can be determined by facts
6 common to all members of the class, a class will be certified even if the members must
7 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

8 Here, common legal and factual issues predominate. Plaintiff’s claims all arise from
9 Defendants’ wage and hour practices applied to the similarly-situated class members.

10 As to the second factor,

11 The typicality requirement is meant to ensure that the class representative is able
12 to adequately represent the class and focus on common issues. It is only when a
13 defense unique to the class representative will be a major focus of the litigation,
14 or when the class representative’s interests are antagonistic to or in conflict with
15 the objectives of those she purports to represent that denial of class certification is
16 appropriate. But even then, the court should determine if it would be feasible to
17 divide the class into subclasses to eliminate the conflict and allow the class action
18 to be maintained.

19 (*Medraza v. Honda of North Hollywood* (2008) 166 Cal. App. 4th 89, 99, internal citations,
20 brackets, and quotation marks omitted.)

21 Like other members of the class, Plaintiff was employed by Defendants as a non-exempt
22 employee and alleges that he experienced the violations at issue. The anticipated defenses are
23 not unique to Plaintiff, and there is no indication that Plaintiff’s interests are otherwise in conflict
24 with those of the class.

25 Finally, adequacy of representation “depends on whether the plaintiff’s attorney is
26 qualified to conduct the proposed litigation and the plaintiff’s interests are not antagonistic to the
27 interests of the class.” (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
28 representative does not necessarily have to incur all of the damages suffered by each different

1 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
2 Cal.App.4th at p. 238.) “Differences in individual class members’ proof of damages [are] not
3 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
4 will defeat a party’s claim of representative status.” (*Ibid.*, internal citations and quotation marks
5 omitted.)

6 Plaintiff has the same interest in maintaining this action as any class member would
7 have. Further, he has hired experienced counsel. Plaintiff has sufficiently demonstrated
8 adequacy of representation.

9 **D. Substantial Benefits of Class Certification**

10 “[A] class action should not be certified unless substantial benefits accrue both to
11 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
12 internal quotation marks omitted.) The question is whether a class action would be superior to
13 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
14 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
15 class action is proper where it provides small claimants with a method of obtaining redress and
16 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
17 120–121, internal quotation marks omitted.)

18 Here, there are an estimated 1,474 class members. It would be inefficient for the Court to
19 hear and decide the same issues separately and repeatedly for each class member. Further, it
20 would be cost prohibitive for each class member to file suit individually, as each member would
21 have the potential for little to no monetary recovery. It is clear that a class action provides
22 substantial benefits to both the litigants and the Court in this case.

23 **VII. NOTICE**

24 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
25 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
26 for class members to follow in filing written objections to it and in arranging to appear at the
27 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
28 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of

1 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
2 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
3 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
4 3.766(e).)

5 Here, the notice describes the lawsuit, explains the settlement, and instructs class
6 members that they may opt out of the settlement (except the PAGA component) or object. The
7 gross settlement amount and estimated deductions are provided, and class members’ estimated
8 settlement shares are emphasized on the first page of the notice. Class members are informed of
9 their qualifying workweeks as reflected in Defendants’ records and are instructed how to dispute
10 this information. The notice makes it clear that class members may appear at the final fairness
11 hearing to make an oral objection without filing a written objection, and that class members may
12 opt out of or object to the settlement without providing unnecessary personal information. Class
13 members are given 60 days to request exclusion from the class or submit a written objection to
14 the settlement. And the notice describes how notice of final judgment will be provided to the
15 class.

16 The notice is generally adequate, but it must be modified to make it clear that the Court
17 will hear and consider any objections to the PAGA portion of the settlement. Regarding
18 appearances at the final fairness hearing, the notice shall be further modified to instruct class
19 members as follows:

20 Hearings before the judge overseeing this case will be conducted remotely. (As
21 of August 15, 2022, the Court’s remote platform is Microsoft Teams.) Class
22 members who wish to appear should contact class counsel at least three days
23 before the hearing if possible. Instructions for appearing remotely are provided at
24 https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and
25 should be reviewed in advance. Class members may appear remotely using the
26 Microsoft Teams link for Department 1 (Afternoon Session) or by calling the toll
27 free conference call number for Department 1.
28

1 Turning to the notice procedure, the parties have selected CPT Group, Inc. as the
2 settlement administrator. The administrator will mail the notice packet within 14 days of
3 receiving the class data from Defendants, after updating class members' addresses using the
4 National Change of Address Database. Any returned notices will be re-mailed to any better
5 address located through specified reasonable steps. Class members who receive a re-mailed
6 notice will have an additional 14 days to respond. These notice procedures are appropriate and
7 are approved.

8 **VIII. CONCLUSION**

9 Plaintiff's motion for preliminary approval is GRANTED, subject to the modifications to
10 the notice stated above. The final approval hearing shall take place on **April 13, 2023** at 1:30
11 p.m. in Dept. 1. The following class is preliminarily certified for settlement purposes:

12 all current and former hourly paid non-exempt persons employed by Defendants
13 Pacific Groservice Inc. and Pittsburg Wholesale Grocers, Inc. d/b/a Pitco Foods
14 ("Defendants") in California at any time beginning December 28, 2016, through
15 and including July 27, 2022.

16 Before final approval, Plaintiff shall lodge any individual settlement agreement he may
17 have executed in connection with his employment with Defendants for the Court's review.

18 **IT IS SO ORDERED.**

19 Date: December 9, 2022

20 
21 _____
22 The Honorable Sunil R. Kulkarni
23 Judge of the Superior Court
24
25
26
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28