

FILED

NOV 30 2022

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

VICTOR MANUEL MONROY CHAVEZ,

Plaintiff,

vs.

CAM-BAS, INC., et al.

Defendants.

Case No.: 20CV372311
(consolidated with Case No. 21CV378215)

**ORDER CONCERNING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS/PAGA
SETTLEMENT**

MONICA MELENDEZ,

Plaintiff,

vs.

CAM-BAS, INC., et al.

Defendants.

This is a consolidated putative class and Private Attorneys General Act ("PAGA") action against Defendants CAM-BAS, Inc., Willco Management, Inc., and Orsa Corporation, which operate number of McDonald's franchises. Plaintiffs allege that Defendants failed to pay employees for off-the-clock work, failed to provide compliant meal and rest breaks, and committed other wage and hour violations.

1 Now before the Court is Plaintiffs' motion for preliminary approval of a settlement,
2 which is unopposed. As discussed below, the Court GRANTS preliminary approval to Amended
3 Settlement Agreement filed on October 28, 2022.

4 **I. BACKGROUND**

5 **A. The Chavez Action**

6 As alleged in the operative complaint in the lead action (*Chavez*), Defendants own and
7 operate at least 15 McDonald's franchise restaurants throughout Northern California. (First
8 Amended Complaint ("FAC"), ¶ 19.) They employed Plaintiff Victor Manuel Monroy Chavez
9 as an hourly paid, non-exempt Cashier at their McDonald's restaurants located in Rohnert Park
10 from March 2009 to June 2019. (*Id.*, ¶ 4.) Mr. Chavez was then employed by Defendants as a
11 Shift Manager until July 23, 2020. (*Ibid.*) During his employment, Plaintiff typically worked
12 eight hours or more per day and five days per week, with his primary job duties including
13 operating the cash register, taking customer orders, and monitoring and recording restaurant
14 costs. (*Ibid.*)

15 Mr. Chavez alleges that he and other employees were not paid for all hours they worked
16 because all hours worked were not recorded. (FAC, ¶ 24.) In addition, employees did not
17 receive overtime and minimum wages that they were entitled to. (*Id.*, ¶¶ 25–26.) Employees
18 were not provided with compliant meal and rest periods or associated premium pay, and did not
19 receive complete and accurate wage statements. (*Id.*, ¶¶ 27–29.) Mr. Chavez further alleges that
20 Defendants willfully failed to maintain complete and accurate payroll records as required by law.
21 (*Id.*, ¶ 30.) He and other employees did not receive all wages earned upon termination of their
22 employment and did not receive timely payment of certain wages during their employment,
23 including overtime wages, minimum wages, and/or meal and rest period premiums. (*Id.*, ¶¶ 31–
24 32.) Defendants required employees to execute a release of claims to receive their wages. (*Id.*,
25 ¶¶ 33, 135.) And they did not fully reimburse employees for business expenses. (*Id.*, ¶ 34.)

26 Based on these allegations, Mr. Chavez asserts putative class claims under the Labor
27 Code for (1) unpaid overtime, (2) unpaid minimum wages, (3) meal period violations, (4) rest
28 period violations, (5) non-compliant wage statements and failure to maintain accurate payroll

1 records, (6) wages not timely paid upon termination, (7) failure to timely pay wages during
2 employment, and (8) unpaid business-related expenses. Mr. Chavez also brings (9) a
3 representative claim under PAGA and (10)–(11) claims for violation of Business & Professions
4 Code section 17200 et seq. (the “UCL”) based on the same underlying violations.

5 **B. The *Melendez* Action, Consolidation, and Settlement**

6 On May 27, 2021, the Court entered a stipulated order consolidating *Chavez* with a
7 related action, *Monica Melendez vs. CAM-BAS, Inc.* (Super. Ct. Santa Clara County, Case No.
8 21CV378215) (*Melendez*). In *Melendez*, the plaintiff similarly alleges that Defendants failed to
9 reimburse employees for the use of their personal cell phones for work, failed to pay them for
10 off-the-clock work including cell phone use and COVID-related temperature checks, and
11 committed meal and rest break violations. Ms. Melendez also asserts derivative claims for wage
12 statement violations, failure to timely pay wages during employment and upon separation, and
13 failure to keep accurate payroll records. Like Mr. Chavez, Ms. Melendez asserts claims under
14 the Labor Code, PAGA, and UCL.

15 The parties mediated both actions together and were able to reach a global settlement.
16 Now, Plaintiffs move for an order preliminarily approving the settlement of the class and PAGA
17 claims, provisionally certifying the settlement class, approving the form and method for
18 providing notice to the class, and scheduling a final fairness hearing.

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

20 **A. Class Action**

21 Generally, “questions whether a [class action] settlement was fair and reasonable,
22 whether notice to the class was adequate, whether certification of the class was proper, and
23 whether the attorney fee award was proper are matters addressed to the trial court’s broad
24 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*),
25 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th
26 260.)

27 In determining whether a class settlement is fair, adequate and reasonable, the
28 trial court should consider relevant factors, such as the strength of plaintiffs’ case,

1 the risk, expense, complexity and likely duration of further litigation, the risk of
2 maintaining class action status through trial, the amount offered in settlement, the
3 extent of discovery completed and the stage of the proceedings, the experience
4 and views of counsel, the presence of a governmental participant, and the reaction
5 of the class members to the proposed settlement.

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

7 In general, the most important factor is the strength of the plaintiffs’ case on the merits,
8 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)
9 168 Cal.App.4th 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and
10 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91
11 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the
12 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
13 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
14 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation
15 marks omitted.) The trial court also must independently confirm that “the consideration being
16 received for the release of the class members’ claims is reasonable in light of the strengths and
17 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168
18 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be
19 “provided with basic information about the nature and magnitude of the claims in question and
20 the basis for concluding that the consideration being paid for the release of those claims
21 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

22 B. PAGA

23 Labor Code section 2699, subdivision (l)(2) provides that “[t]he superior court shall
24 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
25 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
26 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA
27 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
28 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*

1 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
2 *Moriana* (2022) ___ U.S. ___, 2022 U.S. LEXIS 2940.)

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

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

19 III. SETTLEMENT PROCESS

20 According to Plaintiffs’ counsel, they conducted pre-filing investigations into Plaintiffs’
21 claims that included multiple interviews with Plaintiffs and a careful examination of Plaintiffs’
22 personnel files and associated records. After filing and in response to informal discovery
23 requests, Defendants provided a considerable amount of documents and data, including class
24 demographic data, a sample of time and pay records, and Defendants’ labor policies and
25 procedures manuals covering a range of topics including employee clock-in/out policies and
26 procedures, attendance policies, meal and rest periods, overtime and premium pay, etc. This
27 enabled a full assessment of the nature and magnitude of the claims at issue, as well as the
28 impediments to recovery.

1 Following this informal discovery and investigation, as well as research concerning
2 similar wage and hour class actions and settlements, counsel prepared for mediation. On May
3 31, 2022, the parties held a full-day mediation with Louis Marlin and were able to reach a
4 settlement.

5 **IV. SETTLEMENT PROVISIONS**

6 The non-reversionary gross settlement amount is \$3,000,000. Attorney fees of up to
7 \$1,000,000 (one-third of the gross settlement), litigation costs of up to \$30,000, and \$28,000 in
8 administration costs will be paid from the gross settlement. \$200,000 will be allocated to PAGA
9 penalties, 75 percent of which (\$150,000) will be paid to the LWDA. The named plaintiffs will
10 seek incentive awards of \$10,000 each, for a total of \$20,000.

11 The net settlement, approximately \$1,772,000, will be allocated to settlement class
12 members proportionally based on their weeks worked during the class period/pay periods worked
13 during the PAGA period. The average payment will be around \$354.40 to each of the 5,000
14 class members. Class members will not be required to submit a claim to receive their payments.
15 For tax purposes, settlement payments will be allocated 10 percent to wages and 90 percent to
16 penalties and interest. The employers' shares of taxes will be paid separately from the gross
17 settlement. Funds associated with checks uncashed after 180 days will be transmitted to the
18 Controller of the State of California to be held pursuant to the Unclaimed Property Law in the
19 name of the employee for whom the funds are intended.

20 As reflected in the amended settlement agreement filed on October 28, 2022, class
21 members who do not opt out will release “[a]ll causes of action and claims that were alleged in
22 the Action or reasonably could have been alleged based on any matter or fact set forth or referred
23 to in the Action,” including specified wage and hour claims. “Participating Class Members who
24 cash their checks are deemed to have waived all Released Claims inclusive of claims under the
25 Fair Labor Standards Act [(FLSA)].”¹ PAGA aggrieved employees will similarly release “[a]ll
26 claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were

27
28 ¹ While no FLSA claim is alleged in this action and the Court does not approve a settlement of
any such claim, including FLSA claims in the release is appropriate. (See *Rangel v. PLS Check
Cashers of California, Inc.* (2018) 899 F.3d 1106, 1110–1111.)

1 alleged in the Action or reasonably could have been alleged based on any matter or fact set forth
2 or referred to in the Action, the Chavez LWDA Exhaustion Letter, and/or the Melendez LWDA
3 Exhaustion Letter including” specific wage and hour claims. Consistent with the statute,
4 aggrieved employees will not be able to opt out of the PAGA portion of the settlement.

5 As amended, the releases are now appropriately “tied to the *factual allegations* in the
6 complaint, not the claims or theories of liability asserted.” (*Amaro v. Anaheim Arena*
7 *Management, LLC* (2021) 69 Cal.App.5th 521, 538, italics original.)

8 **V. FAIRNESS OF SETTLEMENT**

9 Plaintiffs’ claims for off-the-clock work are based on their allegations that, since the
10 onset of the COVID-19 pandemic, Defendants require employees to undergo temperature checks
11 and other medical screening while off-the-clock. Estimating that this time amounted to 10
12 minutes per week per employee, these claims would be worth approximately \$525,565. The
13 meal and rest period claims were based on allegations that employees’ breaks were interrupted
14 by work demands. Assuming one violation per employee each week, these claims were valued
15 at \$3,091,545 each. The derivative overtime claims were valued at \$788,345. The claims for
16 business expenses associated with laundering uniforms could be worth \$1,120,125, assuming \$5
17 in weekly expenses per employee. Finally, the derivative wage statement claims could be worth
18 up to \$2,805,000, and the derivative waiting time penalties up to \$2,980,800. The PAGA
19 penalties could total up to \$5.61 million.

20 The settlement accordingly represents about 35 percent of the value of the core claims
21 (\$8,617,125), or about 15 percent of the maximum value of the case including penalties
22 (\$20,012,925). Considering the risks at class certification and on the merits, particularly with
23 regard to certifying the meal and rest break claims, as well as the portion of the case’s value
24 attributable to highly uncertain penalties, the Court agrees with Plaintiffs that the settlement
25 achieves a good result for the class. It thus finds that the settlement is fair and reasonable to the
26 class, and the PAGA allocation is genuine, meaningful, and reasonable in light of the statute’s
27 purposes.

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

8 **VI. PROPOSED SETTLEMENT CLASS**

9 Plaintiffs request that the following settlement class be provisionally certified:
10 all persons who worked for Defendants as nonexempt, hourly-paid employees in
11 the State of California at any time from August 31, 2016, through August 31,
12 2022.

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

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

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

20 (1) an ascertainable class and (2) a well-defined community of interest among the class
21 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*
22 *Drug Stores*)). “Other relevant considerations include the probability that each class member
23 will come forward ultimately to prove his or her separate claim to a portion of the total recovery
24 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”
25 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of
26 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the
27 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)
28

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

9 **B. Ascertainable Class**

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

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

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

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

1 Here, the estimated 5,000 class members are readily identifiable based on Defendants'
2 records, and the settlement class is appropriately defined based on objective characteristics. The
3 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

4 **C. Community of Interest**

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

9 For the first community of interest factor, “[i]n order to determine whether common
10 questions of fact predominate the trial court must examine the issues framed by the pleadings
11 and the law applicable to the causes of action alleged.” (*Hicks v. Kaufman & Broad Home Corp.*
12 (2001) 89 Cal.App.4th 908, 916 (*Hicks*)). The court must also examine evidence of any conflict
13 of interest among the proposed class members. (See *J.P. Morgan & Co., Inc. v. Superior Court*
14 (2003) 113 Cal.App.4th 195, 215.) The ultimate question is whether the issues which may be
15 jointly tried, when compared with those requiring separate adjudication, are so numerous or
16 substantial that the maintenance of a class action would be good for the judicial process and to
17 the litigants. (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096, 1104–1105
18 (*Lockheed Martin*)). “As a general rule if the defendant’s liability can be determined by facts
19 common to all members of the class, a class will be certified even if the members must
20 individually prove their damages.” (*Hicks, supra*, 89 Cal.App.4th at p. 916.)

21 Here, common legal and factual issues predominate. Plaintiffs’ claims all arise from
22 Defendants’ wage and hour practices applied to the similarly-situated class members.

23 As to the second factor,

24 The typicality requirement is meant to ensure that the class representative is able
25 to adequately represent the class and focus on common issues. It is only when a
26 defense unique to the class representative will be a major focus of the litigation,
27 or when the class representative’s interests are antagonistic to or in conflict with
28 the objectives of those she purports to represent that denial of class certification is

1 appropriate. But even then, the court should determine if it would be feasible to
2 divide the class into subclasses to eliminate the conflict and allow the class action
3 to be maintained.

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

6 Like other members of the class, Plaintiffs were employed by Defendants as non-exempt
7 employees and allege that they experienced the violations at issue. The anticipated defenses are
8 not unique to Plaintiffs, and there is no indication that Plaintiffs' interests are otherwise in
9 conflict with those of the class.

10 Finally, adequacy of representation "depends on whether the plaintiff's attorney is
11 qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
12 interests of the class." (*McGhee v. Bank of America* (1976) 60 Cal.App.3d 442, 450.) The class
13 representative does not necessarily have to incur all of the damages suffered by each different
14 class member in order to provide adequate representation to the class. (*Wershba, supra*, 91
15 Cal.App.4th at p. 238.) "Differences in individual class members' proof of damages [are] not
16 fatal to class certification. Only a conflict that goes to the very subject matter of the litigation
17 will defeat a party's claim of representative status." (*Ibid.*, internal citations and quotation marks
18 omitted.)

19 Plaintiffs have the same interest in maintaining this action as any class member would
20 have. Further, they have hired experienced counsel. Plaintiffs have sufficiently demonstrated
21 adequacy of representation.

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

23 "[A] class action should not be certified unless substantial benefits accrue both to
24 litigants and the courts. . . ." (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
25 internal quotation marks omitted.) The question is whether a class action would be superior to
26 individual lawsuits. (*Ibid.*) "Thus, even if questions of law or fact predominate, the lack of
27 superiority provides an alternative ground to deny class certification." (*Ibid.*) Generally, "a
28 class action is proper where it provides small claimants with a method of obtaining redress and

1 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
2 120–121, internal quotation marks omitted.)

3 Here, there are an estimated 5,000 class members. It would be inefficient for the Court to
4 hear and decide the same issues separately and repeatedly for each class member. Further, it
5 would be cost prohibitive for each class member to file suit individually, as each member would
6 have the potential for little to no monetary recovery. It is clear that a class action provides
7 substantial benefits to both the litigants and the Court in this case.

8 **VII. NOTICE**

9 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
10 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
11 for class members to follow in filing written objections to it and in arranging to appear at the
12 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
13 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
14 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
15 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
16 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
17 3.766(e).)

18 Here, the notice describes the lawsuit, explains the settlement, and instructs class
19 members that they may opt out of the settlement or object. The gross settlement amount and
20 estimated deductions are provided. Class members are informed of their qualifying workweeks
21 as reflected in Defendants’ records and are instructed how to dispute this information. The
22 notice makes it clear that class members may appear at the final fairness hearing to make an oral
23 objection without filing a written objection. Class members are given 45 days to request
24 exclusion from the class or submit a written objection to the settlement. Notice will be provided
25 in English and Spanish.

26 At the Court’s direction, the notice was modified to instruct class members that they may
27 opt out of or object to the settlement by simply providing their name, without the need to provide
28 their Social Security number or other identifying information. Class members’ estimated

1 payments and workweek information will be displayed in bold within a box set off from the rest
2 of the text on the first page of the notice. The statement at page 3 that “[t]his allocation of the
3 PAGA Payment is required by California law” was removed, since this particular allocation is
4 not required by law. And class members will be informed of how notice of final judgment will
5 be provided (by posting the judgment to a settlement web site).

6 Regarding appearances at the final fairness hearing, the notice was further modified to
7 instruct class members as follows:

8 Hearings before the judge overseeing this case will be conducted remotely. (As
9 of August 15, 2022, the Court’s remote platform is Microsoft Teams.) Class
10 members who wish to appear should contact class counsel at least three days
11 before the hearing if possible. Instructions for appearing remotely are provided at
12 https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and
13 should be reviewed in advance. Class members may appear remotely using the
14 Microsoft Teams link for Department 7 or by calling the toll free conference call
15 number for Department 7.

16 Turning to the notice procedure, the parties have selected CPT Group, Inc. as the
17 settlement administrator. The administrator will mail the notice packet within 35 days of
18 preliminary approval. Any returned notices will be re-mailed to any more current address
19 located through reasonable efforts. Class members who receive a re-mailed notice will have an
20 additional 14 days to respond.

21 These notice procedures are appropriate and are approved, with the modification that the
22 administrator shall update class members’ addresses using the National Change of Address
23 Database prior to the initial mailing of the notices.

24 **VIII. CONCLUSION**

25 Plaintiffs’ motion for final approval is GRANTED. The final approval hearing shall take
26 place on **March 28, 2023** at 9:00 a.m. in Dept. 7. The following class is preliminarily certified
27 for settlement purposes:
28

1 all persons who worked for Defendants as nonexempt, hourly-paid employees in
2 the State of California at any time from August 31, 2016, through August 31,
3 2022.

4 Prior to final approval, Plaintiffs shall lodge any individual settlement agreements they
5 may have executed in connection with their employment with Defendants for the Court's
6 review.

7 **IT IS SO ORDERED.**

8 Date: NOV 29 2022

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10 _____
11 The Honorable Christopher G. Rudy
12 Judge of the Superior Court
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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**
DOWNTOWN COURTHOUSE
191 NORTH FIRST STREET
SAN JOSÉ, CALIFORNIA 95113
CIVIL DIVISION

FILED

NOV 30 2022

CLERK OF THE COURT
R. Belligan

Deputy Clerk

RE: **Victor Chavez vs CAM-BAS, Inc. et al (Class Action)** BY:
Case Number: **20CV372311**

PROOF OF SERVICE

ORDER CONCERNING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS/PAGA SETTLEMENT was delivered to the parties listed below the above entitled case as set forth in the sworn declaration below.

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line (408) 882-2690 or the Voice/TDD California Relay Service (800) 735-2922.

DECLARATION OF SERVICE BY MAIL: I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on November 30, 2022. CLERK OF THE COURT, by Richelle Belligan, Deputy.

cc: Bevin A Pike Capstone Law APC 1875 Century Park East Suite 1000 Los Angeles CA 90067
David S Winston Winston Law Group PC 1880 Century Park East Suite 511 LOS ANGELES CA 90067
Matthew Sgnilek OHagan Meyer LLP 3200 Park Center Drive Suite 700 Costa Mesa CA 92626