

SUPERIOR COURT OF CALIFORNIA,

COUNTY OF SACRAMENTO

CIVIL

TENTATIVE RULINGS - March 16, 2023

EVENT DATE: 03/17/2023

EVENT TIME: 09:00:00 AM

DEPT.: 28

JUDICIAL OFFICER:

CASE NO.: 34-2021-00293728-CU-OE-GDS

CASE TITLE: CARLA ZAYAK, AS PROXY FOR THE STATE OF CALIFORNIA VS. SUTTER VALLEY MEDICAL FOUNDATION, A CALIFORNIA CORPORATION

CASE CATEGORY: Civil - Unlimited

CASE TYPE: Other employment

EVENT TYPE: Motion for Preliminary Approval of Class Action Settlement - Complex

CAUSAL DOCUMENT/DATE FILED:

Plaintiff Carla Zayac's ("Plaintiff") motion for preliminary approval of class action and Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and GRANTED as follows.

Moving counsel's Notice of Motion does not provide notice of the Court's tentative ruling system, as required by Local Rule 1.06. Moving counsel is directed to contact opposing counsel and advise them of Local Rule 1.06, the Court's tentative ruling procedure, and the manner to request a hearing.

Background

On or about November 25, 2020, Plaintiff sent written notice to Defendant Sutter Valley Hospitals ("Sutter" or "Defendant") and to the California Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 246, and 512, pursuant to Labor Code § 2698, et seq. On that basis, on February 2, 2021, Plaintiff filed her initial Class Action and Representative Complaint in this Action alleging violation of Labor Code sections 201, 226, 226.7, 233, 246, 512, and 2698, et seq., and violation of Business & Professions Code § 17200, et seq. On March 3, 2021, Plaintiff filed a First Amended Complaint solely adding an additional potential defendant, Sutter Valley Medical Foundation. (Hyun Decl., ¶ 7.)

Plaintiff now seeks preliminary approval of the parties' Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement Agreement"). (Hyun Decl., Exh. A ("SA").) The parties' settlement excludes Plaintiff's claims for failure to provide meal and rest periods in violation of Labor Code sections 226.7 and 512 because these claims are subsumed by prior-filed and settled class and PAGA actions. (Mot., p. 1, fn 1.)

Legal Standard

The law favors the settlement of lawsuits, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. (See *Neary v. Regents of Univ. of Cal* (1992) 3 Cal.4th 273, 277-281; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 52.) However, a class action may not be dismissed, compromised, or settled without approval of the court, and the decision to approve or reject a proposed settlement is committed to the court's sound discretion. (See Cal. Rules of Court, Rule 3.769; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-35 (*Wershba*).)

In determining whether to approve a class settlement, the court's responsibility is to "prevent fraud, collusion or unfairness to the class" through settlement because the rights of the class members, including the named plaintiffs, "may not have been given due regard by the negotiating parties." (*Consumer Advocacy Group, Inc. v. Kintetsu Enters. of Am.* (2006) 141 Cal.App.4th 46, 60.) The court must independently determine "whether the settlement is in the best interests of those whose claims will be extinguished" and "make an independent assessment of the reasonableness of the terms to which the parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 133.) The burden of establishing the fairness and reasonableness of the settlement is on the proponent. (*Wershba, supra*, 91 Cal.App.4th at p. 245; see also *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135 1165-66.)

The Court does not rubber stamp these motions, but rather serves as a guardian of absent class members' rights to ensure the settlement is fair. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 95.) "Ultimately, the [trial] court's determination is nothing more than 'an amalgam of delicate balancing, gross approximations and rough justice.'" (*7-Eleven, supra*, 85 Cal.App.4th at p. 1145.) "A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus, even if 'the relief afforded by the proposed settlement is substantially narrower than it would be if the suits were to be successfully litigated,' this is no bar to a class settlement because 'the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.'" (*Wershba, supra*, 91 Cal.App.4th at pg. 250, citations omitted.) The court's primary objective for preliminary approval is to establish whether to direct notice of the proposed settlement to the class, invite the class's reaction, and schedule a final fairness hearing. (Rubenstein et al., *Newberg on Class Actions* (6th ed. 2022) § 13:10.)

Provisional Class Certification

If the class has not yet been certified, part of the motion for preliminary approval will include a request for provisional certification for purposes of settlement only. (See Cal. Rule of Court, Rule 3.769.) Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. (See *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-627 (1997); in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.) Here, Plaintiff seeks provisional certification of the following class:

"[A]ll non-exempt employees who have been employed by Defendant in California from August 8, 2016 through the Class Period End Date and who, during that period, recorded paid sick leave in at least one workweek and also received, in that same workweek, nondiscretionary remuneration other than base hourly wages." (SA, ¶ 2.B.) The Class Period End Date means the date on which the Court enters its Preliminary Approval Order. (*Id.*, ¶ 2.J.)

Plaintiff argues the allegations in this lawsuit present "paradigmatic class action claims that satisfy the elements of class certification" because (1) all class members are identifiable from Defendant's records and therefore the class is ascertainable; (2) the class consists of approximately 14,148 individual Class Members and therefore the class is sufficiently numerous; (3) Plaintiff's claims are typical to those of the class because Plaintiff – like other members of the class – was not properly paid for days on which she took paid sick leave, her sick leave was paid at the incorrect pay rate, her wage statements did not reflect the correct sick pay rate in pay periods in which she also earned shift differentials, and she was not paid all wages owed at termination; (4) the common questions of law and fact arise from Plaintiff's allegations because Defendant's conduct and policies are uniformly directed at the class; and (5) Plaintiffs and Class Counsel are adequate representatives. (Mot., pp 15-17.) **The Court finds Plaintiffs' arguments persuasive and provisionally certifies the class for settlement purposes for the reasons specified in Plaintiffs' moving papers.**

Class Representatives & Class Counsel

Plaintiff is preliminarily approved as Class Representative. (SA, ¶ 2.K.) William L. Marder of Polaris Law Group, Majed Dakak of Kesselman Brantly Stockinger LLP, and Dennis S. Hyun of Hyun Legal APC are preliminarily approved as Class Counsel. (*Id.*, ¶ 2.C.)

Fair, Adequate, and Reasonable Settlement

Before approving a class action settlement, the Court must find that the settlement is "fair, adequate, and reasonable." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The Court considers such factors as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of class members to the proposed settlement." (*Id.*) "[A] presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Id.* at p. 1802.)

Under the terms of the Settlement Agreement, Defendant denies liability but agrees to pay a non-reversionary Maximum Settlement Amount ("MSA") of \$4,750,000. (SA, ¶¶ 2.Z, 11.) Defendant will separately pay any amount necessary to satisfy their tax obligations on funds distributed to Class Members. (*Id.*, ¶¶ 11, 19.) The following amounts will be paid from the MSA:

- Attorneys' fees in an amount not to exceed 35% of the MSA or \$1,662,500 (*Id.*, ¶ 12);
- Litigation costs in an amount not to exceed \$40,000 (*Id.*);
- Class Representative Service Award in an amount not to exceed \$15,000 (*Id.*, ¶ 13);
- Settlement Administration Costs estimated not to exceed \$62,500 (*Id.*, ¶ 14);
- PAGA Payment in the amount of \$475,000, 75% of which (or \$356,250) will be paid to the LWDA and 25% of which (or \$118,750) will be distributed to PAGA-Eligible Employees (*Id.*, ¶ 15).

The remaining amount – the Net Settlement Amount ("NSA") – totals \$2,495,000. The parties agree the NSA will be distributed to all Participating Class Members based on a pro-rata basis, calculated according to the number of compensable workweeks worked during the Class Period. (*Id.*, ¶¶ 2.T, 16.) Participating Class Members do not need to take any action to receive benefits from the Settlement. (*Id.*, ¶¶ 33, 46.)

For tax purposes, individual settlement payments will be allocated as follows: 20% as wages and 80% as penalties and interest. Individual PAGA payments will be allocated as penalties and interest. (SA, ¶ 18.) The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member for each individual payment allocated as wages, subject to all applicable tax withholdings. (*Id.*) The Settlement Administrator will issue an IRS Form 1099 to each Participating Class Member for the remaining portion of each individual settlement award and for the individual PAGA payments. (*Id.*)

Any checks that remain uncashed after 180 days from mailing will be voided and the total amount of any uncashed settlement checks will be paid as a cy pres to the Court Appointed Special Advocates of Sacramento County, a non-profit organization that supports projects that will benefit Class Members. (*Id.*, ¶ 47.) The parties and their counsel certify that they have no connection to or relationship with the cy pres recipient. (*Id.*; Dakak Decl., ¶ 10.)

Upon the Effective Date – meaning the date on which the Settlement becomes final – and Defendant's funding the of the MSA, Participating Class members release all claims and causes of action, arising during the Class Period, that "arise out of or are reasonably related to the factual allegations that were alleged or could have been alleged in Plaintiff's Complaint herein, including but not limited to: (a) any and all claims for failure to provide paid sick leave in accordance with the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA"), Labor Code §§ 245-249, including failure to pay sick leave at the correct regular rate of pay; (b) any and all claims for violation of the "kin care" law, Labor Code § 233; (c)

any and all derivative claims for failure to furnish accurate itemized wage statements in accordance with Labor Code § 226 arising out of the above-alleged claims; (d) any and all derivative claims for failure to provide sick leave wages when due upon separation of employment under Labor Code §§ 201-203; (e) any and all derivative claims for "late payment penalties under Labor Code §§ 204 and 210 arising out of the above-alleged claims; (f) any and all derivative claims for violation of California Business and Professions Code §§ 17200 et seq. arising out of the above-alleged claims; (g) any and all claims for violation of the Private Attorneys General Act of 2004, Labor Code §§2698 et seq. arising out of the above-alleged claims; and (h) any and all claims for attorneys' fees and costs arising out of the above-alleged claims." (*Id.*, ¶ 20.) The Settlement Agreement makes clear that the release does not include the meal and rest break claims alleged in Plaintiff's Complaint, which are excluded from the settlement. (*Id.*, ¶¶ 20, 23.) Only Plaintiff is subject to a general release. (*Id.*, ¶ 22.) **While the Court notes the release language is somewhat dense, the Court agrees that the class release is appropriately limited.**

The moving papers demonstrate that the settlement was reached after sufficient investigation and arms-length negotiations by the parties. Plaintiff propounded formal discovery. In response, Defendant proposed placing a hold on formal litigation and discovery and engaging in private mediation. (Hyun Decl., ¶ 9.) Each side apprised the other of their respective factual contentions and legal theories, and each side has considered the other's contentions and theories. (*Id.*, ¶ 10.) The parties also "engaged in a thorough study of the legal principles and facts applicable to the claims Plaintiff alleged and defenses Defendant might assert." (Mot., p. 4:22-23; Hyun Decl., ¶ 9.) Counsel engaged in "significant discussions with opposing counsel to obtain information data on behalf of the class," including disclosure of Defendant's pertinent policies and practices. (Dakak Decl., ¶¶ 2, 3.) Defendant also provided sick pay payroll data for the estimated 14,148 class members. Using that data, Plaintiff's retained damages expert calculated the maximum possible exposure. (Hyun Decl., ¶ 9.) Plaintiff estimates a maximum total exposure of \$70,181,564, consisting of underlying damages valued at \$1,184,018, Labor Code § 203 penalties valued at \$49,909,406, Labor Code § 226 penalties valued at \$5,885,800, and PAGA penalties valued at \$13,202,340. (*Id.*) This maximum damages exposure estimate presupposes that Plaintiff will prevail and that the Court will find willfulness and intentional violations, as well as award 100% of PAGA penalties. (Hyun Decl., ¶ 9.)

On September 9, 2022, the parties participated in a full-day, arms-length mediation before Michael J. Loeb of JAMS. With the assistance of the mediator, the parties were able to come to a settlement of the sick pay claims, while excluding any meal and rest period claims, which are subsumed in prior settled class and PAGA actions. (Hyun Decl., ¶ 8.) That day, the Settlement was memorialized in a Memorandum of Understanding, subject to completion of the long-form Settlement Agreement that was ultimately signed by the parties in January 2023. (SA, pp. 29-30.)

Defendant disputes the merits and denies liability. (Hyun Decl., ¶ 10.) Plaintiff argues that Defendant would have argued that there is no private right of action for sick pay wages and that it did not act willfully. Plaintiff further argues that Defendant would have further argued that Plaintiff could not have recovered Labor Code section 226 penalties pursuant to *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, 1337. (Mot., p. 9:2-5.) Plaintiff acknowledged that the Court could be persuaded by Defendant's arguments and, therefore, there is a possibility that the Court, in its discretion, may only award a small percentage of the maximum PAGA penalties. Finally, Plaintiff notes that the MSA was premised, in part, on the risks associated with the possibility of the Court denying class certification, refusing to award waiting time penalties, and significantly reducing Plaintiff's PAGA penalties. (Mot., p. 5:13-20.) Accordingly, for the purposes of exposure analysis, Plaintiff assigns a 75% discount for the risks for Labor Code sections 203 and 226 and PAGA penalties, resulting in a realistic exposure of \$18,433,405. (Mot., p. 8:12-15.)

Class Counsel attests to their extensive experience in this type of litigation and other courts have appointed them as class counsel in numerous wage and hour class actions. (Hyun Decl., ¶¶ 3-6; Dakak Decl., ¶¶ 5-8; Marder Decl., ¶¶ 8-14.) Class Counsel further attests that the settlement resulted from arm's length negotiations between the parties and is fair, reasonable, and adequate for each

participating class member given the inherent risks of litigation, including the potential for appeal and the costs of pursuing litigation. (Dakak Decl., ¶ 3; Marder Decl., ¶¶ 2, 5.) Class Counsel believes the Settlement is fair because it factored in the "uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of action or theories alleged in the operative Complaint" as well as the possibility of appeals. (Hyun Decl., ¶ 10.) Plaintiff argues that the MSA "far exceeds the actual underlying paid sick pay wages" and represents 6.77% of the total exposure. (Mot., p. 8:3-4; *Id.* ¶ 9.) The MSA represents 25.76% of the realistic exposure. (Mot., p. 8:14-15.)

Based on the foregoing, the Court preliminarily finds, subject to the final fairness hearing, that the Settlement is within the ballpark of reasonableness and is entitled to a presumption of fairness, and all relevant factors presently support preliminary approval.

PAGA Payment

The Settlement Agreement provides for a \$475,000 PAGA Payment to resolve claims under PAGA, 75% (\$356,250) of which will be paid to the LWDA and 25% (\$118,750) of which will be paid to individual PAGA-Eligible Employees based on their proportionate share of Compensable Workweeks worked during the PAGA Period. (SA, ¶ 15.) PAGA-Eligible Employees are those Class Members who have been employed as non-exempt employees of Defendant during the PAGA Period and who, in at least one workweek during the PAGA Period, recorded paid sick leave and received, during the same workweek, non-discretionary remuneration other than base hourly wages. (*Id.*, ¶ 2.EE.) The PAGA Period means the period from May 31, 2019 through the Class Period End Date. (*Id.*, ¶ 2.FF.) PAGA-Eligible Employees release all claims and causes of action, arising during the PAGA Period, that were or could have been alleged based on the allegations in the operative complaint and/or Plaintiff's LWDA Notice. (*Id.*, ¶ 21.) The PAGA release, like the class release, does not include penalties associated with meal and rest break claims. (*Id.*) The Settlement Agreement and the Notice make clear that the PAGA-Eligible Employees cannot opt out of the PAGA component of the settlement. (*Id.*)

Class Counsel values the PAGA claims at \$13,202,340 in penalties. However, considering the risk that the Court could significantly reduce PAGA penalties, Plaintiff discounted the PAGA penalties estimated by 75%. The Settlement Agreement allocates \$475,000 to resolving the PAGA claims, which amounts to approximately 3.5% of the maximum estimated penalties and approximately 14.3% of the discounted penalties estimate. This allocation is reasonable and preliminarily approved.

Proposed Class Notice

The notice to Class Members must fairly apprise the prospective members of the terms of the settlement without expressing an opinion on the merits of the settlement. (*7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1164; see also Cal. Rule of Court, Rule 3.769.) "Whether a claimant would want to accept or reject the proposed settlement is a decision to be made by him independently and without influence or pressure from those competing parties who either favor or oppose the settlement." (*Phila. Hous. Auth. v. Am. Radiator & Std. Sanitary Corp.* (E.D. Pa. 1970) 323 F.Supp. 364, 378.) Here, the Court finds Plaintiff's proposed notice to the Class fairly apprises the Class Members of the terms of the proposed settlement and their rights as prospective class members. (Settlement Agreement, Exh. A ("Notice").) Counsel attests that the Class Members do not require the Class Notice to be interpreted in Spanish because they read and understand English to perform their required job duties. (Hyun Decl., ¶ 13.)

The Notice states "Plaintiff and her attorneys believe the Settlement is fair, reasonable, and adequate and in the best interests of all Settlement Class Members." (Notice, p. 3). The Court finds this language is unnecessary and may improperly discourage class members from objecting to the settlement. Provided this language is removed, the Class Notice is Approved.

Class Counsel Fees and Costs

Class Counsel requests an award of attorney fees in the amount of 35% of the MSA or \$1,662,500. (SA, ¶ 12.) The award will be divided as follows: 33.33% to Polaris Law Group, 33.33% to Kesselman Brantly Stockinger LLP, and 33.33% to Hyun Legal APC. (Dakak Decl., ¶ 11.) Plaintiff is aware of the proposed fee split. (Zayac Decl., ¶ 5.)

Class Counsel argues that the award of attorneys' fees in common fund wage and hour class action settlements should start with the percentage method. Under the percentage method, a court's objective remains to "mimic the market" in fixing a reasonable fee. (Mot., p. 13:9-18, citing *Gaskill v. Gordon* (7th Cir. 1998) 160 F.3d 361, 363.) Class Counsel asserts the requested amount is within the expected range in the "market for legal services." To support this proposition, Plaintiff cites *An Empirical Study of Class Action Settlements and Their Fee Award*, which analyzed 444 cases between 2006 and 2007 and concluded that "[m]ost fee awards were between 25 percent and 35 percent." Mot., p. 13:19-22.) The attorney fee award sought is higher than the average recognized by some authorities. (See Newberg, supra, § 15:83 [noting average hovers around 25%]; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 & fn. 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 [noting average around one-third of recovery].) **Although this argument is unacceptably cursory, the proposed attorney fee award is preliminarily approved. However, the Court expects Class Counsel to expand its arguments and support with respect to this amount, including by providing information necessary to perform a lodestar analysis.** (See *In re Activision Sec. Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1379; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 & fn. 13.; *Martin v. Ameripride Servs.* (S.D. Cal. June 9, 2011), 2011 WL 2313604 at *22 (collecting cases); *Vasquez v. Coast Valley Roofing, Inc.* (E.D. Cal 2010) 266 F.R.D. 482, 491 (same); see also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 & n.11.)

In addition, the parties have agreed to reimbursement of Class Counsels' costs and litigation expenses up to \$40,000. (SA, ¶ 12.) **The Court also preliminarily approves this allocation for costs and litigation expenses with the expectation that Class Counsel will, in moving for final approval, clearly articulate the allocation of costs and expenses between the firms and provide declarations showing actual costs.**

Settlement Administrator

Phoenix Settlement Administrators is appointed by the Court to act as the Settlement Administrator. (*Id.*, ¶¶ 2.PP, 27.) The maximum allocation of \$62,500 for the cost of administration is reasonable and preliminarily approved. (*Id.*, ¶ 14.)

Class Representative Service Payment

Plaintiff seeks a Class Representative service award of not more than \$15,000 for her role as Class Representative. (*Id.*, ¶ 13.) Plaintiff attests that she spent approximately 20 hours in the prosecution of this case, stating that she provided information and documents to her counsel, discussed the claims and lawsuits with her counsel, and answered their questions. (Zayac Decl., ¶ 3.) **The Court preliminarily approves the maximum \$15,000 service payment to Plaintiff.**

Final Approval Hearing

The Court will again review and consider the terms of this settlement at the time of the final approval hearing. The Final Approval Hearing is set for **August 25, 2023 at 9:00 am in this Department. The briefing shall be filed in conformity with Code of Civil Procedure section 1005.**

Plaintiff shall provide a proposed order for the Court's signature that includes the revised class notice. Plaintiff shall also provide a redlined version of the revised class notice.

To request oral argument on this matter, you must call Department 28 at (916) 874-6695 by 4:00 p.m. the court day before this hearing and notify the opposing party/counsel of oral argument. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government Code §68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>

If you are not using a reporter from the Court's Approved Official Reporter Pro Tempore list, a Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) must be signed by each party, the private court reporter, and the Judge. The signed form must be filed with the clerk prior to the hearing.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211). The form must be filed with the clerk at least 10 days prior to the hearing or at the time the hearing is scheduled if less than 10 days away. Once approved, the clerk will forward the form to the Court Reporter's Office and an official reporter will be provided.

If oral argument is requested, the Parties are encouraged to appear via Zoom with the links below:

*To join by Zoom link - <https://saccourt-ca-gov.zoomgov.com/my/sscdept28>
To join by phone dial (833) 568-8864 ID 16039062174*

Counsel for Plaintiff is directed to notice all parties of this order.

Please note that the Complex Civil Case Department now provides information to assist you in managing your complex case on the Court website at <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>. The Court strongly encourages parties to review this website regularly to stay abreast of the most recent complex civil case procedures. Please refer to the website before directly contacting the Court Clerk for information.