

Hon. Jill Feeney  
Judge of the Superior Court

**Case Number:** 21STCV46533 **Hearing Date:** June 12, 2023 **Dept:** 78

Superior Court of California  
County of Los Angeles  
Department 78

DENISE LOPEZ,  
Plaintiff,

vs.

BIO-REFERENCE LABORATORIES, INC., et al.,  
Defendants. Case No.: 21STCV46533

Hearing Date: June 12, 2023

[TENTATIVE] RULING RE:

MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

The Motion for Preliminary Approval of Class Action and PAGA Settlement is GRANTED.

At the hearing, the Court will set a final approval date.

Moving party to provide notice and to file proof of service of such notice within five court days after the date of this order.

#### FACTUAL BACKGROUND

This is an action for labor violations brought under the Private Attorney General Act ("PAGA"). The operative First Amended Complaint ("FAC") alleges as follows.

Plaintiff Denise Lopez ("Plaintiff") was jointly employed by defendants Bio-Reference Laboratories, Inc. and Opko Health, Inc. ("Defendants") as a phlebotomist. (FAC ¶ 20.) During the course of Plaintiff's employment, Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid and non-exempt employees. (FAC ¶ 24.)

On October 4, 2021, Plaintiff notified Defendants via certified mail and an online PAGA claim notice with the California Labor and Workforce Development Agency ("LWDA") identifying Defendants' violations of the California Labor Code identified in this Complaint. (FAC ¶ 47.) As of the filing of the Complaint, LWDA has not responded to Plaintiff's PAGA claim notice. (Ibid.)

Plaintiff brings this action on behalf of herself and similarly aggrieved employees under PAGA. (FAC ¶ 50.)

#### PROCEDURAL HISTORY

On December 21, 2021, Plaintiff filed the Complaint asserting a single cause of action for Violation of California Labor Code § 2699, et seq.

On March 15, 2022, Defendants filed an Answer.

On March 21, 2023, Plaintiff filed the operative First Amended Complaint asserting ten causes of action:

1. Violation of Cal. Labor Code § 2699, et seq.
2. Violation of Cal. Labor Code §§ 510 and 1198;
3. Violation of Cal. Labor Code §§ 226.7 and 512(a);
4. Violation of Cal. Labor Code § 226.7;
5. Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1;
6. Violation of Cal. Labor Code §§ 201, 202, and 203;
7. Violation of Labor Code §§ 204 and 210;
8. Violation of Cal. Labor Code § 226(a);
9. Violation of Cal. Labor Code §§ 2800 and 2802; and,
10. Violation of Cal. Business & Professions Code § 17200, et seq.

On May 16, 2023, Plaintiff filed the instant Motion for Preliminary Approval of Class Action and PAGA Settlement.

On May 30, 2023, Defendants filed a Notice of Non-Opposition.

#### DISCUSSION

##### I. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff moves for preliminary approval of the Class Action Settlement.

Approval of class action settlements occurs in two steps. First, the court preliminarily approves the settlement and the class members are notified as directed by the court. (Cal. Rules of Court, rule 3.769(c), (f); Cellphone Termination Fee Cases (2009) 180 Cal.App.4th 1110, 1118.)

Second, the court conducts a final approval hearing to inquire into the fairness of the proposed settlement. (Cal. Rules of Court, rule 3.769(e); Cellphone Termination Fee Cases, supra, 180 Cal.App.4th at 1118.)

“Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement.” (Cal. Rules of Court, rule 3.769(c).) “The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.” (Id.)

“The trial court has broad discretion to determine whether the settlement is fair.” (Cellphone Termination Fee Cases, supra, 180 Cal.App.4th at 1117 (quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801).) In determining whether to approve a class settlement, the court’s responsibility is to “prevent fraud, collusion or unfairness to the class” through settlement and dismissal of the class action because the rights of the class members, and even named plaintiffs, “may not have been given due regard by the negotiating parties.” (Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America (2006) 141 Cal.App.4th 46, 60.)

Here, Plaintiff moves for a court order (1) granting preliminary approval of the proposed class action and PAGA settlement, (2) certifying a class for settlement purposes, (3) appointing Plaintiff Denise Lopez as class representative for settlement purposes, (4) preliminarily appointing Heather Davis, Amir Nayebdadash, and Priscilla Gamino of Protection Law Group, LLC as Class Counsel, (5) approving the proposed notice of class action and PAGA settlement, (6) approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice, (7) directing Defendants to furnish the names, last known addresses, social security numbers, and weekly pay periods worked during the Class Period and PAGA Period for all Class members to the Settlement Administrator within twenty-one days after the Court grants preliminary approval of the settlement, (8) approving the proposed deadlines for the settlement administration, and (9) setting a date for a hearing on final approval of the proposed settlement.

#### A. Terms of the Settlement

Pursuant to the parties’ Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), the parties have agreed that the action shall be settled for a non-reversionary gross settlement amount of \$2,000,000.00. (Davis Dec. ¶ 34; Settlement Agreement ¶¶ 1.21, 3.1.)

The parties have agreed to a proposed allocation of the \$2,000,000.00 as follows: (1) attorneys’ fees in an amount of 35% of the settlement amount, amounting to \$700,000.00, (2) Class Counsel’s actual litigation costs and expenses, not to exceed \$35,000.00, (3) Settlement Administration Costs performed by the Settlement Administrator, not to exceed \$9,750.00, (4) A Class Representative Service Award to Plaintiff in the amount of \$7,500.00, (5) PAGA payment in the amount of \$75,000 (75% or \$56,250 to be paid to the Labor and Workforce Development Agency (“LWDA”) and 25% or \$18,750.00 to be distributed to Aggrieved Employees), (6) the net settlement—i.e., the amount remaining from the gross settlement after deducting the class representative enhancement fees, attorney’s fees and costs, costs of settlement administration, LWDA payment, and PAGA payment, estimated to be \$1,172,750.00 — to be distributed to participating class members. (Davis Decl. ¶ 30; Settlement Agreement ¶¶ 1.21, 3.1, 3.2.) This amount will be distributed on a pro rata basis based on the number of weeks worked during the Class Period. Additionally, Aggrieved Employees will receive a pro-rata share of the 25% of the PAGA Payment allocated for Aggrieved Employees. (Davis Decl. ¶¶ 36-39.)

Any residue from Settlement Checks remaining uncashed after 180 days will be distributed to the Controller of the State of California to be held in trust for such Class Members pursuant to California unclaimed property law. (Davis Decl. ¶ 42.)

#### B. Class Certification

Before the court may approve the settlement, the settlement class must satisfy the normal prerequisites for class action. (*Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 591, 625-27.) “The party advocating class treatment must demonstrate the [1] existence of an ascertainable and sufficiently numerous class, [2] a well-defined community of interest, and [3] substantial benefits from certification that render proceeding as a class superior to the alternatives.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

##### 1. Ascertainability and Numerosity

In determining the existence of an ascertainable and sufficiently numerous class, courts examine the class definition, the size of the class, and the means of identifying class members. (*Miller v. Woods* (1983) 148 Cal.App.3d 862, 873.) Class members are ascertainable when they can be “readily identified without unreasonable expense or time by reference to official [or business] records.” (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) “The ascertainability requirement is satisfied if ‘the potential class members may be identified without unreasonable expense or time and given notice of the litigation, and the proposed class definition offers an objective means of identifying those persons who will be bound by the results of the litigation . . . .’ [Citation.]” (Id. at 919 (quoting *Medraza v. Honda of North Hollywood* (2008) 166 Cal.App.4th 89, 101).)

Here, the class consists of “all non-exempt employees who have worked, or continue to work, for Defendants in California from October 5, 2017, through the date a signed order preliminarily approving the Settlement is filed.” (Settlement Agreement ¶ 1.5.) The estimated class size is 505 members. Plaintiff asserts that the class is ascertainable as it can be established through Defendants’ payroll records, and the class definition is sufficiently specific to enable the parties, potential class members, and the Court to determine the parameters of the class.

The Court finds Plaintiff has sufficiently established the existence of an ascertainable and sufficiently numerous class.

## 2. Community of Interest

The community of interest component “embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” (*Sav-On Drug Sotres, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326.) “The ‘ultimate question’ for predominance is whether ‘the issues which may be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial that the maintenance of a class action would be advantageous to the judicial process and to the litigants.’” (*Duran v. U.S. Bank Nat’l Assn.* (2014) 59 Cal.4th 1, 28.)

“As a general rule if the defendant’s liability can be determined by facts common to all members of the class, a class will be certified even if the members must individually prove their damages.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021-22.) However, class treatment is not appropriate “if every member of the alleged class would be required to litigate numerous and substantial questions determining his individual right to recover following the ‘class judgment’ determining issues common to the purported class.” (*City of San Jose v. Superior Court* (1974) 12 Cal.3d 447, 459.)

“In order to be deemed an adequate class representative, the class action proponent must show it has claims or defenses that are typical of the class, and it can adequately represent the class.” (*J.P. Morgan & Co. v. Superior Court* (2003) 113 Cal.App.4th 195, 212.) “Where there is a conflict that goes to the ‘very subject matter of the litigation,’ it will defeat a party’s claim of class representative status.” (*Id.*) “Thus, a finding of adequate representation will not be appropriate if the proposed class representative’s interests are antagonistic to the remainder of the class.” (*Id.*)

Here, Plaintiff states that she has worked as a non-exempt employee for Defendants since 2016. (Lopez Decl. ¶ 3.) Plaintiff alleges that Defendants denied compliant meal and rest periods to employees, failed to properly compensate employees for missed meal or rest periods, required employees to perform work off-the-clock, and failed to fully compensate employees for all time worked. These policies and practices mean that Defendants failed to pay minimum and overtime wages, and other related claims. Plaintiff alleges that these practices were uniform as to all Class Members and thus, class treatment is appropriate. (Motion at p. 14.)

Plaintiff states that she is an adequate class representative as she has performed her duties diligently, has considered the interests of the other Class Members, has kept in contact with her attorneys, and provided substantial information regarding Defendants’ policies, practices and procedures. (Lopez Decl. ¶¶ 7, 12 18.)

Based on the foregoing, the Court finds Plaintiff has satisfied the community of interest requirement.

## 3. Substantial Benefit from Certification

Given there are approximately 505 individuals with potential claims against Defendants and such claims involve common questions of law, the Court finds there are substantial benefits from class certification that render proceeding as a class superior to the alternatives.

As Plaintiff has satisfied the prerequisites for class certification, the Court certifies the subject class for the purposes of settlement.

## C. Fairness of Settlement

In determining whether a settlement is fair, the Court considers all relevant factors, including “the strength of [the] 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 the class members to the proposed settlement.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) The recovery should represent a “reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Id.* at 129.) Nevertheless, the strength of the case on the merits for the plaintiff is the most important factor, balanced against the amount offered in settlement. (*Id.* at 130.)

“The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” (*City of Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242 (“[I]t is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements. The proposed settlement is not to be judged against a hypothetical or speculative measure of what might have been achieved by the negotiators.”).) The test is not the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.)

“[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. [Citation.]” (*Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118 (quoting *Dunk*, supra, 48 Cal.App.4th at 1802).)

Here, Plaintiff’s counsel conducted a thorough investigation with respect to this matter by engaging in significant discovery and document and data exchange to determine Defendants’ liability and exposure in this matter. (Davis Decl. ¶ 20.) The information exchanged included a randomly selected 20% sampling of time and payroll data for the putative class, and figures and information regarding the class size and

composition. (Davis Decl. ¶ 24.) Using this data, Plaintiff and Plaintiff's hired expert were able to perform a comprehensive damages analysis and estimate Defendants' potential liability of \$8,015,842.91. (Ibid; Id. ¶ 49.)

The parties participated in mediation with Deborah Crandall Saxe, esq., a mediator with substantial experience handling wage and hour matters. (Davis Decl. ¶ 23.) Plaintiff's counsel states that the settlement was reached as a result of arm's-length negotiations facilitated by the mediator and that the settlement negotiations have been, at all times, adversarial and non-collusive in nature. (Davis Decl. ¶¶ 47-48.) Plaintiff's counsel has extensive experience in labor and employment law, including wage and hour class actions. (Davis Decl. ¶¶ 2-11.)

Based on this, the Court finds that a presumption of fairness of the settlement exists. The Court notes that, given the percentage of objectors cannot be determined until the fairness hearing and final approval, the Court's finding of a presumption of fairness is provisional.

Apart from the presumption, the Court finds the settlement otherwise appears to be fair, adequate, and reasonable. Plaintiff's counsel analyzed the data produced by Defendants and calculated the maximum exposure for each of Plaintiff's claims. (Davis Decl. ¶ 49.) Plaintiff's counsel sets forth Defendant's defenses to Plaintiff's claims and current caselaw regarding PAGA penalties. (Motion at pp. 9-10.) Plaintiff's Counsel calculated Defendants maximum potential liability as \$8,015,842.91. (Id. ¶ 49.) Plaintiff's counsel indicates that, in settling, Plaintiff recognized the inherent risks of litigation and the benefit of the class receiving settlement funds immediately as opposed to risking an unfavorable decision on class certification, summary judgment, at trial, or on appeal. (Id., ¶ 73.)

Thus, weighing all relevant factors, including the risks and expenses of pursuing the litigation, the Court finds the proposed settlement agreement is fair, reasonable and adequate to all concerned.

#### D. Release

Pursuant to the parties' settlement agreement, each participating class member will release as follows:

Plaintiff and all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and the Released Parties from those claims alleged in all versions of the complaints filed in the Action (the Operative Complaints), as well as all any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that were or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Actions and in the PAGA Notice, regardless of theory of recovery, including: claims under California Labor Code sections 201, 202, 203, 204, 206, 210, 218, 218.5, 221, 226, 226.7, 227, 510, 511, 512, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1194.2, 1198, 1199, 2800, 2802; the California IWC Wage Orders; the Fair Labor Standards Act (29 U.S.C. Section 201, et seq.); and California Business and Professions Code section 17200, et seq. (the "Released Class Claims"). Participating Class Members shall further agree to waive their right to pursue individual lawsuits as to any of the Released Class Claims against the Released Parties to the extent such Released Class Claims accrued during the Class Period. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members (except for Plaintiff) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (Settlement Agreement ¶ 5.2.)

Aggrieved employees will release as follows:

Plaintiff, on behalf of the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties from any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action and in the PAGA Notice, regardless of theory of recovery, including but not limited to, any alleged violations of or relief under California Labor Code 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and the applicable provisions of the applicable IWC Wage Orders (including, but not limited to, allegations concerning Defendants' alleged failure to provide Aggrieved Employees with suitable seating). The release as to the State of California and Aggrieved Employees only covers claims that arise under the Private Attorneys General Act, and does not cover an Aggrieved Employee's individual Labor Code claims. The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA Period. (Settlement Agreement ¶ 5.3.)

The Court finds the releases with respect to class members and PAGA members are appropriately limited to only the claims that were or could have been alleged in Plaintiff's complaint during the relevant class period and to the PAGA claims during the relevant PAGA period.

#### E. Notice

"If the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court." (Cal. Rules of Court, rule 3.769(f).) "The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (Id.)

CRC Rule 3.766(d) specifically provides the following:

The content of the class notice is subject to court approval. If class members are to be given the right to request exclusion from the class, the notice must include the following:

1. A brief explanation of the case, including the basic contentions or denials of the parties;
2. A statement that the court will exclude the member from the class if the member so requests by a specific date;
3. A procedure for the member to follow in requesting exclusion from the class;
4. A statement that the judgment, whether favorable or not, will bind all members who do not request exclusion; and
5. A statement that any member who does not request exclusion may, if the member so desires, enter an appearance through counsel.

Plaintiff's proposed notice contains a brief explanation of the case with basic contentions or denials of the parties and a summary of the terms of the proposed settlement. (Exh. A. at p. 24.) The proposed notice also provides that individuals have the right to exclude themselves from the settlement class, provides the procedure for doing so, and provides a place to indicate the date the request for exclusion should be submitted. (Id. at p. 25.) The proposed notice further sets out the procedures for objecting to the settlement and information about appearing at the final settlement hearing. (Ibid.) The proposed notice includes explanations that class members who request exclusions will not be bound by the terms of the settlement and releases and that those who do nothing will receive a settlement check and be bound by the terms of the settlement and releases. (Ibid.) The Court finds the proposed notice sufficiently satisfies CRC Rules 3.766(d) and 3.769(f).

#### F. PAGA Settlement

Labor Code section 2699(l)(2) provides "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to [Labor Code Private Attorneys General Act of 2004 ("PAGA")]. (Lab. Code, § 2699(l)(2).) Labor Code section 2699(l)(2) requires submission of the proposed settlement to the LWDA at the same time it is submitted to the court. (Id.) Any settlement of any civil action filed under PAGA must be "fair and adequate in view of the purposes and policies of the statute." (Flores v. Starwood Hotels & Resorts Worldwide, Inc. (C.D. Cal. 2017) 253 F.Supp.3d 1074, 1077.) Seventy-five percent of all PAGA penalties must be paid to the LWDA and twenty-five percent to the aggrieved employees. (Lab. Code, § 2699(i).)

Here, the settlement agreement indicates that the PAGA settlement amount will be \$75,000.00. 75% of this amount, or \$56,250, will be paid to the Labor and Workforce Development Agency ("LWDA") and 25% or \$18,750.00 to be distributed to Aggrieved Employees. Plaintiff has also submitted a copy of the proposed settlement to the LWDA in compliance with Labor Code section 2699(l)(2). (Exh. 4.)

#### G. Class Representative

Plaintiff seeks to be appointed as the class representative in this action. As Plaintiff's claims are typical of the class and Plaintiff has no conflicts and can adequately represent the class, the Court approves Plaintiff's request and appoints Plaintiff as class representative in this action.

#### H. Class Counsel

Plaintiff seeks the preliminary appointment of Plaintiff's Council, Heather Davis, Amir Nayebdadash, and Priscilla Gamino of Protection Law Group, LLC as Class Counsel.

The Court finds Plaintiff's counsel is sufficiently experienced in litigating wage and hour and employment class actions. (Davis Decl. ¶¶ 2-11.) The Court thus approves Plaintiff's request and preliminarily appoints Heather Davis, Amir Nayebdadash, and Priscilla Gamino of Protection Law Group, LLC to act as class counsel in this action.

#### I. Settlement Administrator

The parties request that the Court appoint Phoenix Settlement Administrators ("Phoenix") as the neutral settlement administrator in this action. (Davis Decl. ¶ 80.) Jodey Lawrence, President of Business Development, details Phoenix's extensive experience administering class action matters. (Lawrence Decl. ¶¶ 6-8.) The court finds that Phoenix Settlement Administrators has sufficient experience and expertise to handle the instant matter, and therefore approves Plaintiff's request to name Phoenix Settlement Administrator.

#### J. Attorney's Fees and Costs

"Any agreement, express or implied, that has been entered into with respect to the payment of attorney's fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action." (Cal. Rules of Court, rule 3.769(b).)

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084, 1095-96; Ramos v. Countrywide Home Loans, Inc. (2000) 82 Cal.App.4th 615, 625-26; Ketchum III v. Moses (2000) 24 Cal.4th 1122, 1132-36.) In common fund cases, the court may utilize the percentage method, cross-checked by the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fees provision of the settlement agreement and award only so much as it determined reasonable." (Garabedian v. Los Angeles Cellular Telephone Company (2004) 118 Cal.App.4th 123, 128.)

Plaintiff seeks attorney's fees of \$700,000.00, representing 35% of the total award, and litigation costs of \$35,000.00 and contends these amounts are reasonable. (Davis Decl., ¶ 79.) The Court preliminarily approves these amounts.

The Court notes that the actual amount of attorney's fees and litigation costs awarded to counsel will be determined at the final approval hearing. Counsel should submit evidence justifying the requested attorney's fees and litigation costs with the motion for final approval of the settlement. As the Court is inclined to utilize the percentage method crosschecked by the lodestar, counsel's evidence should include an estimate of the lodestar in this action.

K. Enhancement Award

Plaintiff seeks a class representative enhancement award of \$7,500.00 and contends this amount is reasonable. Plaintiff has submitted her own declaration in support of this award. The Court preliminarily approves this amount.

The Court will determine the actual amount Plaintiff will be awarded for service as the class representative in this action at the final approval hearing.

L. Settlement Administrator Fees

The Court notes that the parties' settlement provides for \$9,750.00 for settlement administration costs. Phoenix submits a declaration justifying the amount of costs requested. (Lawrence Decl.; Exh. B.) The Court preliminarily approves this amount.

The Court will determine the actual amount the settlement administrator will be awarded for costs at the final approval hearing.

M. Schedule

The Court has reviewed the proposed schedule of actions and further proceedings and finds the schedule is reasonable. (Davis Decl. ¶¶ 81-86.)

Conclusion

Based on the foregoing, the motion for preliminary approval of class action settlement is GRANTED.

DATED: June 12, 2023

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Hon. Jill Feeney

Judge of the Superior Court

**Case Number:** 22STCV05667 **Hearing Date:** June 12, 2023 **Dept:** 78

Superior Court of California

County of Los Angeles

Department 78

VICTOR CUEVAS,

Plaintiff,

vs.

SCW TIRE, INC., et al.,

Defendants. Case No.: 22STCV05667

Hearing Date: June 12, 2023

[TENTATIVE] RULING RE:

PLAINTIFF VICTOR CUEVAS'S MOTION TO COMPEL RESPONSES TO SPECIAL INTERROGATORIES, SET ONE; PLAINTIFF VICTOR CUEVAS'S MOTION TO COMPEL RESPONSES TO REQUESTS FOR PRODUCTION, SET ONE; PLAINTIFF VICTOR CUEVAS'S REQUEST FOR MONETARY SANCTIONS.

Plaintiff Victor Cuevas's Motion to Compel Responses to Special Interrogatories, Set One is GRANTED.

Defendants SCW Tire, Inc. and Bite America, Corp. are ordered to provide responses without objections within twenty days after the date of this order.

Plaintiff Victor Cuevas's Motion to Compel Responses to Requests for Production, Set One is GRANTED.

Defendants SCW Tire, Inc. and Bite America, Corp. are ordered to provide responses without objections within twenty days after the date of this order.

Plaintiff Victor Cuevas's Request for Monetary Sanctions against Defendants and Defendants' Counsel, jointly and severally, is GRANTED in the amount of \$2750.00. Sanctions are due within 20 days after the date of this order.

Moving party to provide notice and to file proof of service of such notice within five court days after the date of this order.

FACTUAL BACKGROUND