

1 Justin F. Marquez (SBN 262417)
2 justin@wilshirelawfirm.com
3 Benjamin H. Haber (SBN 315664)
4 benjamin@wilshirelawfirm.com
5 **WILSHIRE LAW FIRM**
6 3055 Wilshire Blvd., 12th Floor
7 Los Angeles, California 90010
8 Telephone: (213) 381-9988
9 Facsimile: (213) 381-9989

10 Attorneys for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA CLARA**

13 ILIANA LIZBETH BARAJAS MAYA,
14 individually, and on behalf of all others
15 similarly situated,

16 *Plaintiff,*

17 v.

18 UNITED FACILITIES GROUP, INC., a
19 California corporation; and DOES 1 to 10,
20 inclusive,

21 *Defendants.*

22 ILIANA LIZBETH BARAJAS MAYA, on
23 behalf of the State of California and other
24 aggrieved persons,

25 *Plaintiff,*

26 v.

27 UNITED FACILITIES GROUP, INC., a
28 California corporation; and DOES 1 to 10,
inclusive,

Defendants.

Case Nos.: 22CV397353 (Class Action);
22CV401148 (PAGA Action)

PAGA REPRESENTATIVE ACTION

[Assigned to: Hon. Charles F. Adams, Dept. 7]

**NOTICE OF ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Class Complaint filed: April 28, 2022
PAGA Complaint filed: July 25, 2022
Trial date: Not set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the Court in the above-referenced matter has granted
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. A true
4 and correct copy of the Order Granting Plaintiff's Motion for Preliminary Approval of Class
5 Action and PAGA Settlement is attached hereto as **Exhibit A**.

6
7 Respectfully submitted,

8 Dated: March 25, 2024

WILSHIRE LAW FIRM

9
10 By: 

Justin F. Marquez
Benjamin H. Haber

11
12 Attorneys for Plaintiff

Exhibit A

1 These cases involve a putative class action and a Private Attorneys General Act
2 (“PAGA”) representative action. Plaintiff Iliana Lizbeth Barajas Maya alleges that defendant
3 United Facilities Group, Inc. (“Defendant” or “UFG”), a maintenance and janitorial service
4 provider for businesses and schools throughout Santa Clara and the surrounding area, failed to
5 pay overtime and minimum wages, failed to provide meal and rest periods or pay associated
6 premiums, and failed to provide code-complaint wage statements, among other Labor Code
7 violations.

8 Before the Court is Plaintiff’s motion for preliminary approval of settlement, which is
9 unopposed. Neither party contested the court’s tentative ruling nor appeared at the hearing on
10 March 21, 2024. As discussed below, the Court GRANTS Plaintiff’s motion.

11 **I. BACKGROUND**

12 According to the allegations of the operative class action complaint (“Class Complaint”),
13 Plaintiff was employed by Defendant as an hourly-paid, exempt employee from approximately
14 June 2018 to August 2021. (Class Complaint, ¶¶ 7, 13.) Plaintiff alleges that throughout her
15 employment, Defendant failed to compensate her for all hours worked (including minimum,
16 straight time and overtime wages), failed to provide her with legally compliant meal and rest
17 periods, failed to timely pay all wages due to her when her employment was terminated, failed to
18 provide her accurate wage statements, and failed to indemnify her for business-related
19 expenditures. (*Id.*, ¶ 14.) Plaintiff and class members, defined as

20 All persons who worked for any Defendant in California as an hourly-paid or non-exempt
21 employee at any time during the period beginning four years and 178 days before the filing of
22 the initial complaint in this action and ending when notice to the Class is sent, were required to
23 work “off-the-clock” and regularly denied permission to take their mandatory meal and rest
24 periods. (*Id.*, ¶¶ 15-17, 24.) Plaintiff and class members regularly paid out-of-pocket for
25

1 necessary employment-related expenses for which they were not reimbursed, including for
2 personal protective equipment, work attire, and personal cell phone use. (*Id.*, ¶ 20.)

3 Based on the foregoing allegations, Plaintiff initiated this action with the filing of the
4 Class Complaint on April 28, 2022, asserting the following causes of action: (1) failure to pay
5 minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal
6 periods; (4) failure to authorize and permit meal periods; (5) failure to timely pay final wages at
7 termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify
8 employees for expenditures; and (8) unfair business practices.

9 On July 25, 2022, Plaintiff filed a representative action against Defendants asserting a
10 single cause of action for penalties under PAGA. This cause of action is based on the same
11 Labor Code violations alleged in the Class Complaint.

12 Plaintiff now seeks an order: preliminarily approving the proposed settlement;
13 provisionally certifying the class for settlement purposes; provisionally approving Plaintiff as
14 class representative; provisionally approving Plaintiff’s counsel as class counsel; setting a final
15 fairness and approval hearing; appointing CPT Group, Inc. as the settlement administrator; and
16 approving and distributing notice of settlement to the class.

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

18 **A. Class Action**

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

1 complexity and likely duration of further litigation, the risk of maintaining class action status
2 through trial, the amount offered in settlement, the extent of discovery completed and the stage
3 of the proceedings, the experience and views of counsel, the presence of a governmental
4 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
5 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

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

21 B. PAGA

22 Labor Code section 2699, subdivision (1)(2) provides that “[t]he superior court shall
23 review and approve any settlement of any civil action filed pursuant to” PAGA. The court’s
24 review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v. Superior*
25 *Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA

1 go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-
2 five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC*
3 (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v.*
4 *Moriana* (2022) 596 U.S. 639.)

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

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

21 III. SETTLEMENT PROCESS

22 Following the filing of the Class Complaint, the parties engaged in informal discovery,
23 with Defendant providing a sample of time and pay records for class members and information
24 concerning the total number of current and former employees. Defendant also provided
25 documents pertaining to its wage and hour policies and practices during the class period, as well

1 as financial records. Utilizing these materials, Plaintiff's counsel evaluated the probability of
2 class certification, success on the merits, Defendant's maximum exposure for all claims, as well
3 as Defendant's ability to fund a settlement. Counsel also prepared a damages analysis prior to
4 mediation.

5 On March 28, 2023, the parties participated in mediation with mediator Marc Feder and,
6 after extensive negotiations, reached a settlement of Plaintiff's class and representative actions
7 which is now before the Court.

8 IV. SETTLEMENT PROVISIONS

9 The non-reversionary gross settlement amount is \$293,265. Attorney fees of up to one-
10 third of the gross settlement (\$97,775), litigation costs not to exceed \$15,000, and administration
11 expenses not to exceed \$15,000 will be paid from the gross settlement. \$20,000 will be allocated
12 to PAGA penalties, 75% of which (\$15,000) will be paid to the LWDA, with the remaining 25%
13 paid to "Aggrieved Employees," who are defined as individuals "employed by UFG in California
14 and classified as an hourly non-exempt employee who worked for UFG during the PAGA
15 Period" from May 9, 2021 to May 28, 2023. Plaintiff will also seek a service award in the
16 amount of \$10,000.

17 The net settlement will be allocated to class members on a pro rata basis based on the
18 number of weeks worked during the class period, which is defined in the settlement as the period
19 from April 28, 2018 to May 28, 2023. For tax purposes, settlement payments will be allocated
20 25% to wages and 75% to penalties and interest. The employer side payroll taxes on the
21 settlement payments will be paid by Defendants separately from the gross settlement amount.
22 100% of the PAGA settlement to Aggrieved Employees will be allocated to penalties. Funds
23 associated with checks uncashed after 180 days will be transmitted to the California Controller's
24 Unclaimed Property Fund in the name of the class member.

25 In exchange for settlement, class members who do not opt out will release:

1 [A]ll claims that were alleged, or reasonably could have been alleged, based on the Class
2 Period facts stated in the Operative Complaint of the Class Action including, but not limited to,
3 claims that: (1) UFG failed to pay wages and overtime compensation in violation of California
4 Labor Code sections 510, 1194, 1194.2 and the applicable Industrial Welfare Commission Wage
5 Order; (2) UFG failed to provide meal periods, or compensation in lieu thereof, including but not
6 limited to any violation of California Labor Code sections 226.7 and 512 and the applicable
7 Industrial Welfare Commission Wage Order; (3) UFG failed to authorize and permit rest periods,
8 or compensation in lieu thereof, including but not limited to any violation of California Labor
9 Code section 226.7 and the applicable Industrial Welfare Commission Wage Order; (4) UFG
10 failed to provide itemized employee wage statements, including but not limited to any violation
11 of California Labor Code sections 226, 1174, and 1175 and the applicable Industrial Welfare
12 Commission Wage Order; (6) UFG failed to timely pay wages due at termination, including but
13 not limited to any violation of California Labor Code sections 201-203 and 205; (6) UFG
14 engaged in unlawful business practices in violation of California Business and Professions Code
15 section 17200, et seq; (7) Class Members are entitled to restitutionary damages under California
16 Business & Professions Code sections 17200, et seq.; (8) UFG is liable for attorneys' fees and/or
17 costs incurred to prosecute this action on behalf of Class Members, including fees incurred for
18 the services of Class Counsel; and (9) UFG failed to reimburse work-related expenses.

19 Aggrieved Employees will release "all claims for PAGA penalties that were alleged, or
20 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
21 Complaint of the PAGA Action, and the PAGA Notice including, e.g., '(a) any and all claims for
22 violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510,
23 512, 558, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1198, 1197.1, 2802, and 2699, and the
24 applicable Industrial Welfare Commission Wage Order.'"

1 The foregoing releases are both appropriately tailored to the allegations at issue.

2 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

3 **V. FAIRNESS OF SETTLEMENT**

4 Based on a review of available data, and the analysis performed with the assistance of a
5 statistics expert, Plaintiff's counsel estimated Defendant's maximum exposure for each claim at
6 the following amounts: \$427,087.50 (failure to pay minimum and overtime wages); \$845,633.25
7 (failure to provide meal periods); \$626,395 (failure to provide rest periods); \$71,600 (failure to
8 reimburse business expenses); and \$1,373,176.97 (PAGA penalties). Plaintiff's counsel than
9 discounted the estimated maximum total recovery for the class claims (\$1,970,715.15) by 80% to
10 account for a variety of factors, including the risk of obtaining certification of the class and the
11 difficulty is proving the scope of these claims on the merits. As for the PAGA penalties,
12 Plaintiff's counsel discounted the estimated maximum total by 90%, believing it unlikely the
13 Court would award the full amount given the contested nature of Plaintiff's claims, as well as the
14 typical practice of most courts to significantly reduce the amount of penalties in PAGA cases.
15 Using the foregoing figures, Plaintiff's counsel predicted that the realistic maximum recovery for
16 all claims, including penalties, would be \$531,460.85. The \$293,265 settlement figure represents
17 55.2% of this amount.

18 Considering the portion of the case's value attributable to uncertain penalties, claims that
19 could be difficult to certify for class treatment, and the multiple, dependent contingencies that
20 Plaintiffs would have had to overcome to prevail on their claims, the settlement achieves a good
21 result for the class. For purposes of preliminary approval, the Court finds that the settlement is
22 fair and reasonable to the class, and the PAGA allocation is genuine, meaningful, and reasonable
23 in light of the statute's purposes.

24 Of course, the Court retains an independent right and responsibility to review the
25 requested attorney fees and award only so much as it determines to be reasonable. (See

1 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127–128.)
2 Counsel shall submit lodestar information prior to the final approval hearing in this matter so the
3 Court can compare the lodestar information with the requested fees. (See *Laffitte v. Robert Half*
4 *Intern. Inc.* (2016) 1 Cal.5th 480, 504 [trial courts have discretion to double-check the
5 reasonableness of a percentage fee through a lodestar calculation].)

6 **VI. PROPOSED SETTLEMENT CLASS**

7 Plaintiff requests that the following settlement class be provisionally certified:

8 All persons employed by Defendant in California and classified as hourly non-exempt
9 employees who worked for Defendant during the period from April 28, 2018 to May 28, 2023.

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

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

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

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

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 “puts members of the class on notice
14 that their rights may be adjudicated in the proceeding, so they must decide whether to intervene,
15 opt out, or do nothing and live with the consequences. This kind of class definition also
16 advances due process by supplying a concrete basis for determining who will and will not be
17 bound by (or benefit from) any judgment.” (*Noel, supra*, 7 Cal.5th at p. 980, citation omitted.)

18 “As a rule, a representative plaintiff in a class action need not introduce evidence
19 establishing how notice of the action will be communicated to individual class members in order
20 to show an ascertainable class.” (*Noel, supra*, 7 Cal.5th at p. 984.) Still, it has long been held
21 that “[c]lass members are ‘ascertainable’ where they may be readily identified ... by reference to
22 official records.” (*Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932, disapproved of on
23 another ground by *Noel, supra*, 7 Cal.5th 955; see also *Cohen v. DIRECTV, Inc.* (2009) 178
24 Cal.App.4th 966, 975-976 [“The defined class of all HD Package subscribers is precise, with
25

1 objective characteristics and transactional parameters, and can be determined by DIRECTV's
2 own account records. No more is needed."].)

3 Here, the estimated 358 class members are readily identifiable based on Defendant's
4 records, and the settlement class is appropriately defined based on objective characteristics. The
5 Court finds that the settlement class is numerous, ascertainable, and appropriately defined.

6 **C. Community of Interest**

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

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

23 Here, common legal and factual issues predominate. Plaintiff's claims all arise from
24 Defendant's wage and hour practices applied to the similarly-situated class members.

1 As for the second factor, “[t]he typicality requirement is meant to ensure that the class
2 representative is able to adequately represent the class and focus on common issues. It is only
3 when a defense unique to the class representative will be a major focus of the litigation, or when
4 the class representative’s interests are antagonistic to or in conflict with the objectives of those
5 she purports to represent that denial of class certification is appropriate. But even then, the court
6 should determine if it would be feasible to divide the class into subclasses to eliminate the
7 conflict and allow the class action to be maintained.” (*Medrazo v. Honda of North Hollywood*
8 (2008) 166 Cal. App. 4th 89, 99, internal citations, brackets, and quotation marks omitted.)

9 Like other members of the class, Plaintiff was employed by Defendant as a non-exempt
10 employee and alleges that she experienced the violations at issue. The anticipated defenses are
11 not unique to Plaintiff, and there is no indication that Plaintiff’s interests are otherwise in conflict
12 with those of the class.

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

22 Plaintiff has the same interest in maintaining this action as any class member would have.
23 Further, she has hired experienced counsel. Plaintiff has sufficiently demonstrated adequacy of
24 representation.

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

2 “[A] class action should not be certified unless substantial benefits accrue both to
3 litigants and the courts. . . .” (*Basurco v. 21st Century Ins.* (2003) 108 Cal.App.4th 110, 120,
4 internal quotation marks omitted.) The question is whether a class action would be superior to
5 individual lawsuits. (*Ibid.*) “Thus, even if questions of law or fact predominate, the lack of
6 superiority provides an alternative ground to deny class certification.” (*Ibid.*) Generally, “a
7 class action is proper where it provides small claimants with a method of obtaining redress and
8 when numerous parties suffer injury of insufficient size to warrant individual action.” (*Id.* at pp.
9 120–121, internal quotation marks omitted.)

10 Here, there are an estimated 358 class members. It would be inefficient for the Court to
11 hear and decide the same issues separately and repeatedly for each class member. Further, it
12 would be cost prohibitive for each class member to file suit individually and it is clear that a
13 class action provides substantial benefits to both the litigants and the Court in this case.

14 **VII. NOTICE**

15 The content of a class notice is subject to court approval. (Cal. Rules of Court, rule
16 3.769(f).) “The notice must contain an explanation of the proposed settlement and procedures
17 for class members to follow in filing written objections to it and in arranging to appear at the
18 settlement hearing and state any objections to the proposed settlement.” (*Ibid.*) In determining
19 the manner of the notice, the court must consider: “(1) The interests of the class; (2) The type of
20 relief requested; (3) The stake of the individual class members; (4) The cost of notifying class
21 members; (5) The resources of the parties; (6) The possible prejudice to class members who do
22 not receive notice; and (7) The res judicata effect on class members.” (Cal. Rules of Court, rule
23 3.766(e).)

24 The parties have selected CPT Group, Inc. as the settlement administrator. No later than
25 15 days after preliminary approval of the parties’ settlement, Defendant will provide a list of all

1 class members along with pertinent identifying information (including last known address) to the
2 administrator. Within four days of receipt of this data, the administrator will mail the notice
3 packet to class members after updating their addresses through a search on the National Change
4 of Address Database.

5 The notice itself, which will be provided in English and Spanish, describes the lawsuit,
6 explains the settlement, and instructs class members that they may opt out of the settlement
7 (except the PAGA component) or object. The gross settlement amount and estimated deductions
8 are provided. Class members are informed of their qualifying pay periods as reflected in
9 Defendant's records and are instructed how to dispute this information.

10 Members will have 45 days to submit a request for exclusion, a challenge to the amount
11 of workweeks or pay periods set forth in the notice, of an objection to the settlement. Returned
12 notices will be re-mailed to any forwarded address provided or an updated address located
13 through a skip trace. Class members who receive a re-mailed notice will have an additional 14
14 days to respond. These notice procedures are appropriate and are approved.

15 The form of notice is generally adequate, but must be modified to instruct class members
16 that they may opt out of or object to the settlement simply by providing their name, without the
17 need to provide their phone number or other personal information.

18 Regarding appearances at the final fairness hearing, the notice shall be further modified
19 to instruct class members as follows:

20 The judge overseeing this case encourages remote appearances. (As of August 15, 2022,
21 the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely
22 should contact class counsel at least three days before the hearing if possible. Instructions for
23 appearing remotely are provided
24 at https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml
25 and should be reviewed in advance. Class members may appear remotely using the


1 Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll free conference
2 call number for Department 7. Any class member who wishes to appear in person should check
3 in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. 1st St., San Jose) and wait
4 for a sheriff's deputy to escort him or her to the courtroom for the hearing.

5 **VIII. CONCLUSION**

6 Plaintiff's motion for preliminary approval is GRANTED. The final approval hearing
7 shall take place on November 21, 2024 at 1:30 in Dept. 7. The following class is preliminarily
8 certified for settlement purposes:

9 All persons employed by Defendant in California and classified as hourly non-exempt
10 employees who worked for Defendant during the period from April 28, 2018 to May 28, 2023.

11
12
13 DATED: March 22, 2024


14 CHARLES F. ADAMS
15 Judge of the Superior Court
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25

PROOF OF SERVICE

Maya, et al. v. United Facilities Group, Inc., et al.
22CV401148

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rpadilla@wilshirelawfirm.com.

On **March 25, 2024**, I served the foregoing **NOTICE OF ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Alexei Kuchinsky (SBN 279405)
ak@kuchinskylawoffice.com
Jeanne Floresca
aj@kuchinskylawoffice.com
KUCHINSKY LAW OFFICE, P.C.
220 Montgomery Street, Suite 2100
San Francisco, California 94104
Telephone: (628) 200-0902
Facsimile: (628) 200-0907

Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **March 25, 2024**, at Los Angeles, California.



Rebecca Padilla

WILSHIRE LAW FIRM, P.L.C.
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010-1137