Tentative Rulings for May 4, 2022
Department 502

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).)

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

21CECG02149 ***Mark Booze v. Leigha Addington*** **is continued to Wednesday, May 25, 2022 at 3:30 p.m. in Department 502**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 502

Begin at the next page

(03)

Tentative Ruling

Re: ***Ali v. Quick Quack Car Wash Holdings, LLC***
Superior Court Case No. 21CECG01140

Hearing Date: May 4, 2022 (Dept. 502)

Motion: Defendant's Demurrer to Complaint and Motion to Strike Portions of Complaint

Tentative Ruling:

To sustain the defendant's demurrer to all four causes of action in the complaint for failure to state facts sufficient to constitute a cause of action. (Code Civ. Proc. § 430.10, subd. (e).) To grant defendant's motion to strike the prayer for punitive damages from the complaint, as improperly alleged. (Code Civ. Proc. § 436.)

To deny leave to amend as to the first, second, and fourth causes of action and the prayer for punitive damages. To grant leave to amend as to the third cause of action. Plaintiff shall file and serve his first amended complaint within 10 days of the date of service of this order. All new allegations shall be in **boldface**.

Explanation:

Demurrer to First Cause of Action: Plaintiff's first cause of action attempts to state a claim for violation of Title VII of the Civil Rights Act, 42 USC section 2000e-2, subdivision (a)(1). Section 2000e-2(a)(1) states that, "It shall be an unlawful employment practice for an employer-- (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin…" (42 U.S.C.A. § 2000e-2, subd. (a)(1).)

Thus, section 2000e-2 only forbids employers from discriminating against their employees on the basis of race, color, religion, sex, or national origin. Non-employees may not state a claim under Title VII. (*Murray v. Principal Financial Group, Inc*. (2010) 613 F.3d 943, 945-946.) "One of Congress' objectives in enacting Title VII was 'to achieve equality of employment opportunities....' 'Consequently, there must be some connection with an employment relationship for Title VII protections to apply.' Title VII protects employees, but does not protect independent contractors." (*Adcock v. Chrysler Corp.* (9th Cir. 1999) 166 F.3d 1290, 1292, internal citations omitted.)

Here, plaintiff has not alleged that he was ever employed by defendant Quick Quack Car Wash, or that he ever sought employment with defendant. He only alleges that he went to defendant's car wash to have his car cleaned, that he refused to move his car forward when the attendant asked him to move, and that the defendant then cancelled his membership at the car wash without his permission. (Complaint, p. 2, ¶ IV.) He also alleges somewhat confusingly that he and his wife were thrown out of a hotel for their religious beliefs, even though defendant is not alleged to have owned or operated

the hotel. (*Id*. at p. 3, lines 23-25.) However, none of these allegations tend to show that plaintiff was defendant's employee, or that defendant discriminated against him by terminating his employment or refusing to hire him based on his religious beliefs or national origin. It appears that plaintiff was merely a customer of defendant, not an employee. Also, plaintiff has not alleged any facts showing that defendant's decision to terminate his membership was motivated by religious animus, or that defendant was even aware of his religious preference. As a result, he has not stated a valid claim under Title VII.

In addition, the first cause of action fails to state a claim because plaintiff has not alleged that he exhausted his administrative remedies before filing suit. Plaintiff was required to file a claim with the Equal Employment Opportunity Commission (EEOC) before bringing his complaint under Title VII in Superior Court. Failure to allege compliance with this requirement bars the plaintiff's action. (*United Airlines v. Evans* (1977) 431 U.S. 553, 558.)

Here, plaintiff has not alleged any facts showing that he complied with the administrative claim filing requirements of Title VII before he filed suit in Superior Court. Nor has he attached a copy of his claim or the EEOC's response to it. Additionally, since the civil complaint was filed only a few days after the incident that forms the basis for plaintiff's lawsuit, it does not appear to be possible that plaintiff filed a claim with the EEOC and received a response to the claim before he filed suit. As a result, plaintiff's claim under Title VII fails to state a valid cause of action.

Moreover, plaintiff has not attempted to show how he could cure the defect in his claim if he were given leave to amend. Indeed, given the facts alleged in the complaint, there does not seem to be any way that plaintiff could truthfully allege that he was an employee of defendant, as he admits that he only went to defendant's business for a car wash. Nor has he presented any evidence indicating that he filed a timely claim with the EEOC before filing his complaint. Consequently, the court intends to deny leave to amend the first cause of action.

Demurrer to Second Cause of Action: The second cause of action attempts to state a claim for violation of the Fair Employment and Housing Act (FEHA). Much like Title VII, FEHA only prohibits discriminatory conduct by employers against their employees. (Gov. Code § 12940, subds. (a)-(d), (l).) Here, plaintiff has not alleged that he was employed by defendant, or that he applied for a job with defendant. In fact, it is clear from the complaint's allegations that he only went to defendant's business to have his car washed. While he alleges that defendant terminated his membership at the car wash, there is nothing in the complaint that would tend to show that the membership is the equivalent of an employment relationship for the purposes of FEHA. Also, plaintiff has not alleged any facts showing that defendant's decision to terminate his membership was motivated by plaintiff's religion, or that it was even aware of his religion. Therefore, plaintiff has not stated a valid claim for discrimination in violation of FEHA.

Plaintiff also briefly alleges that he and his wife were thrown out of a hotel due to their religious beliefs, but this allegation appears to have nothing to do with defendant, which owns and operates a car wash. Plaintiff does not allege that defendant owned, managed, or controlled the hotel from which he and his wife were ejected. In any event, even if defendant did own or operate the hotel, this would not support a claim under

FEHA for religious discrimination because plaintiff has not alleged that he was employed by the hotel.

In addition, Government Code section 12960, subd. (e) requires a plaintiff to file a timely claim with the Department of Fair Employment and Housing (DFEH) before filing his complaint in Superior Court. Failure to allege compliance with the claims filing requirement of FEHA renders the cause of action defective and subject to dismissal. (*Wilkinson v. Norcal Mutual Ins. Co*. (1979) 98 Cal.App.3d 307, 318.)

Here, plaintiff has not alleged that he filed a claim with the DFEH before he filed his civil complaint, and it does not appear that he could have done so given the short time between the underlying events and the filing of the complaint. Nor has plaintiff provided any evidence in his opposition that would show that he complied with the claims filing requirement. Therefore, the court intends to sustain the demurrer to the second cause of action without leave to amend.

Demurrer to Third Cause of Action: The third cause of action attempts to state a claim for breach of contract. "To prevail on a cause of action for breach of contract, the plaintiff must prove (1) the contract, (2) the plaintiff's performance of the contract or excuse for nonperformance, (3) the defendant's breach, and (4) the resulting damage to the plaintiff." (*Richman v. Hartley* (2014) 224 Cal.App.4th 1182, 1186, internal citation omitted.) Also, "[i]f the action is based on alleged breach of a written contract, the terms must be set out verbatim in the body of the complaint or a copy of the written agreement must be attached and incorporated by reference." (*Harris v. Rudin, Richman & Appel* (1999) 74 Cal.App.4th 299, 307, internal citation omitted.)

Here, while plaintiff alleges that the parties entered into a written contract, that he performed under the terms of a contract, and that defendant violated the contract, he does not allege the nature of the contract the parties entered into, nor does he allege its terms. He also has not attached a copy of the written contract to the complaint. Although it appears that plaintiff may be attempting to allege a breach of the membership agreement at the car wash, he fails to allege any specific information about the contract, including any of its relevant terms and duties. He also fails to allege how defendant breached the contract, or what damage he suffered as a result of the breach.

Thus, plaintiff has not adequately alleged his claim for breach of contract, and the court intends to sustain the demurrer to the third cause of action. However, it appears that plaintiff might be able to allege more facts to support his contract claim if given leave to do so, so the court intends to sustain the demurrer with leave to amend.

Demurrer to Fourth Cause of Action: In order to state a claim for intentional infliction of emotional distress, the plaintiff must allege facts showing "'"(1) extreme and outrageous conduct by the defendant with the intention of causing, or reckless disregard of the probability of causing, emotional distress; (2) the plaintiff's suffering severe or extreme emotional distress; and (3) actual and proximate causation of the emotional distress by the defendant's outrageous conduct. ..." Conduct to be outrageous must be so extreme as to exceed all bounds of that usually tolerated in a civilized community.' The defendant must have engaged in 'conduct intended to inflict injury or engaged in

with the realization that injury will result.'" (*Christensen v. Superior Court* (1991) 54 Cal.3d 868, 903, internal citations omitted.)

"Liability for intentional infliction of emotional distress 'does not extend to mere insults, indignities, threats, annoyances, petty oppressions, or other trivialities.'" (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1051, internal citations omitted.) Also, "[w]ith respect to the requirement that the plaintiff show severe emotional distress, this court has set a high bar. Severe emotional distress means emotional distress of such substantial quality or enduring quality that no reasonable [person] in civilized society should be expected to endure it." (*Id*. at p. 1051, internal citation and quotes omitted.)

Here, plaintiff has not alleged any facts to support his claim for intentional infliction of emotional distress. He merely alleges conclusions that defendants acted in an extreme and outrageous manner, beyond all possible grounds of decency and being utterly intolerable in a civilized community. He also alleges that he suffered severe emotional distress as a result, and that defendant has a pattern of engaging in extreme and outrageous conduct and that it preyed on his vulnerability.

Yet none of these conclusory allegations show that defendants actually did anything that was so extreme and outrageous as to support a claim for intentional infliction of emotional distress. The only facts alleged in the complaint are that plaintiff went to defendant's car wash, that defendant's employee asked plaintiff to move his car forward in line, that plaintiff refused to do so until the car ahead of him moved, and that defendant terminated his car wash membership twice without any reason. None of these facts indicate that defendant engaged in actions that are beyond the bounds of decency or in a manner that is not usually tolerated in a civilized society. Also, plaintiff has not alleged any facts showing that he actually suffered any severe emotional distress, or that his distress was more than what a reasonable person could be expected to endure.

As a result, plaintiff has not alleged facts sufficient to support his claim for intentional infliction of emotional distress and the court intends to sustain the demurrer to the fourth cause of action. Nor does it appear that he could allege more facts to support his claim if given leave to amend, as he has not pointed to any other facts in his opposition that he could allege to cure the defect in his claim. Therefore, the court intends to deny leave to amend the fourth cause of action.

Motion to Strike: The court also intends to grant the motion to strike plaintiff's prayer for punitive damages from the complaint, as plaintiff has improperly sought punitive damages without alleging any facts showing that defendants acted with malice, fraud, or oppression. (Civil Code § 3294, subd. (b).) Instead, plaintiff only alleges conclusions that defendant acted with malice, fraud, or oppression, without alleging any specific facts that would support those conclusions. Such conclusory allegations are insufficient to support a request for punitive damages. (*Smith v. Superior Court* (1992) 10 Cal.App.4th 1033, 1041–1042; *Brousseau v. Jarrett* (1977) 73 Cal.App.3d 864, 872.) Therefore, the court intends to grant the motion to strike the prayer for punitive damages as improperly pled. (Code Civ. Proc. § 436.)

Moreover, in his opposition plaintiff has not pointed to any facts that he could truthfully allege to support his punitive damage claim. Therefore, the court intends to deny leave to amend the prayer for punitive damages.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: RTM on 4/26/2022.
(Judge's initials) (Date)

(20)

Tentative Ruling

Re: ***In Re: Andru Balladarez***
Superior Court Case No. 21CECG00594

Hearing Date: May 4, 2022 (Dept. 502)

Motion: Petition to Compromise a Minor's Claim, re: Andru Balladarez

Tentative Ruling:

To grant and sign the proposed orders. No appearance necessary.

Pursuant to California Rules of Court, rule 3.1312(a) and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: RTM on 4/26/2022 .
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***SSD Auto Center LLC v. Mahmoud***
Superior Court Case No. 20CECG03554

Hearing Date: May 4, 2022 (Dept. 502)

Motion: By Plaintiff for Default Judgment

Tentative Ruling:

To grant the application for default judgment. The proposed judgment has been signed. No appearances are necessary.

Explanation:

A defaulting defendant admits the well pleaded facts alleged in the complaint. (*Vasey v. California Dance Co*. (1977) 70 Cal.App.3d 742, 749.) And other courts have noted that "to support a default judgment the complaint need not state a cause of action so long as it apprises the defendant of the nature of the plaintiff's demand." (*Molen v. Friedman* (1998) 64 Cal.App.4th 1149, 1156.)

A "default judgment … can be entered only upon proof to the court of the damage sustained." (*Taliaferro v. Hoogs* (1963) 219 Cal.App.2d 559, 560; see also Code Civ. Proc., § 585, subd. (b) ["The court shall … render judgment in the plaintiff's favor … not exceeding the amount stated in the complaint … as appears by the evidence to be just."].)

Here, plaintiff's first amended complaint and motion for default judgment both attached the subject "commercial lease," which contained provisions governing rent, late charges, payment of utilities, and landlord rights upon default, including the recovery of reasonable attorney fees and expenses. Plaintiff's motion for default judgment is supported by evidence in the form of a declaration from its partner, who attests to the entering of the commercial lease with defendants, their default, and the incurred interest, property damage, and missed utility payment. In addition, the court record indicates that defendants' defaults as to plaintiff's first amended complaint were entered on February 25, 2021.

However, the court previously denied the application for default judgment because the proposed attorney fees exceeded the amount permitted under Appendix A of the Superior Court of Fresno County, Local Rules ("Appendix A"), which governs default proceedings on a note or contract. Now, counsel has reduced the requested fees to $3,046.66, which is consistent with the amount permitted under Appendix A of the Local Rules.

Also, the court previously denied the application without prejudice because plaintiff had not filed a completed mandatory Request for Entry of Default (CIV-100). (See Cal. Rules of Court, rule 3.1800(a) ["A party seeking a default judgment on

declarations must use mandatory *Request for Entry of Default (Application to Enter Default)* (form CIV-100) …."].) The court also noted that the Request for Entry of Default forms on file were incomplete in sections 7 and 8.

Now, plaintiff has filed a completed CIV-100 Request for Entry of Default Judgment form. The form includes complete information under sections 7 and 8. Therefore, the court intends to grant the requested default judgment against defendants.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: RTM on 4/27/2022.
(Judge's initials) (Date)

(03)

Tentative Ruling

Re: ***Dawkins v. Secure MD Professionals-California, PC***
Superior Court Case No. 21CECG00039

Hearing Date: May 4, 2022 (Dept. 502)

Motion: Plaintiff's Motion for Approval of PAGA Settlement

Tentative Ruling:

To deny plaintiff's motion to approve the PAGA settlement, without prejudice, as no evidence has been provided to support the request for court costs.

Explanation:

1. Introduction

"The superior court shall review and approve any settlement of any civil action filed pursuant to [PAGA]. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." (Lab. Code, § 2699, subd. (i)(2).)

There are very few cases discussing section 2699, and none discuss the standards under which a court is to assess a settlement. Nor has the legislature provided any structure or standards for making the assessment. Published California case law has not done so either. However, the common practice when ruling on PAGA settlements seems to be to follow existing law on class action settlements.

2. Notice to LWDA

Labor Code section 2699, subdivision (l)(2), states: "The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court."

Here, plaintiff's counsel states that notice of the settlement was given to the LWDA on December 23, 2021. (Rose decl., ¶ 8.) Therefore, plaintiff has complied with the requirement to give notice of the settlement to the LWDA.

3. Is the Settlement Fair, Adequate, and Reasonable?

As discussed above, there is no authority regarding what constitutes a fair and reasonable settlement under PAGA. However, the same standards appear to apply to PAGA settlements as to settlements of class actions.

"[A court must be] provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration

being paid for the release of those claims represents a reasonable compromise." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 133.)

In *Clark v. American Residential Services, LLC* (2009) 175 Cal. App. 4th 785, the Court of Appeal stated that, "[the] court [must] receive and consider sufficient information on a core legal issue, affecting the strength of the case for plaintiffs on the merits, to make the requisite independent assessment of the reasonableness of the terms of the settlement." (*Id.* at p. 798.)

"The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include '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 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.' This list 'is not exhaustive and should be tailored to each case.' Relying on an earlier edition of Newberg on Class Actions, the court in *Dunk* asserted that '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.'" (*Kullar, supra*, at p. 128, internal citations omitted.)

A. Strength of Plaintiff's Case: Plaintiff's counsel contends that, while plaintiff has a strong case for failure to provide meal and rest breaks, it would be more difficult to prove the off-the-clock work claim because of the lack of records regarding work done off the clock. Counsel would have to interview every aggrieved employee to determine how many of them worked off the clock, and for how many hours. Also, with regard to the meal and rest break claims, defendant had a strong argument that it was not possible to provide meal and rest breaks because the work was being done in a prison, where there is no place to safely take breaks. Many aggrieved employees also did not work for more than six hours in a shift, so meal and rest breaks were not required for those shifts. In addition, many aggrieved employees did not work through the entire PAGA period, as there was a fairly high turnover rate of employees. Therefore, while it does appear that plaintiff had a good chance of prevailing on the meal and rest break claims, and total value of the claims was probably not as high as plaintiff might have hoped, and therefore it was not unreasonable to settle for less than the full potential value of the claims. This factor weighs in favor of settlement.

B. Risks of Litigating Case through Trial: In light of the weaknesses of some of plaintiff's claims as discussed above, there was a real risk that plaintiff might not prevail at trial, or might recover too little to justify the cost of litigating the case. Thus, it was not unreasonable to settle the case early and minimize the expense and risk of continued litigation. This factor weighs in favor of settlement.

C. Amount of Settlement: Plaintiff is settling the PAGA claims for a gross payment of $20,000, with $8,000 deducted for attorney's fees, $4,450 for administration costs. 75% of the net settlement will be paid to the LWDA as required by statute, and the aggrieved employees will receive the remaining 25%, or $1,887.50 apportioned among them "on a

pro rata basis." There are only approximately 21 aggrieved employees, and the average payment to each employee is estimated to be just under $100.

Plaintiff's counsel states that the maximum amount that plaintiff could have obtained for PAGA penalties under his meal, rest break, and off-the-clock work time causes of action would have been $262,500. He reached this estimate based on his review of redacted time sheets and wage statements. However, he also claims that this maximum amount is probably not realistic given some of the problems with proving the claims, including the defendant's defenses, the fact that not all aggrieved employees worked through the entire PAGA period, many employees did not work more than six hours in a shift, and the lack of records regarding any time worked off the clock. Thus, he contends that the maximum amount should be reduced to about 25% of the total, or $65,625. Plaintiff's counsel claims that settling the claims for $20,000 is fair, adequate, and reasonable under the circumstances, as courts have approved settlements of 25-35% of the possible recovery.

The amount of the settlement does appear to be fair and reasonable, as it is about 30% of the recovery if plaintiff were able to prove her claims at trial. Other courts have approved settlements that were roughly 25-35% of the potential recovery. (*Brown v. CVS Pharmacy, Inc*., 2017 WL 3494297, at *4 (C.D. Cal. Apr. 24, 2017) (approving settlement that represented 27 percent of possible recovery); *Glass v. UBS Fin. Servs., Inc*., 2007 WL 221862, at *4 (N.D. Cal. Jan. 26, 2007) (approving a settlement in overtime wage case that constituted 25 to 35 percent of the amount plaintiffs could have hoped to recover at trial).) Given the strengths and weaknesses of the plaintiff's claims discussed above, as well as the risk and expense of continued litigation, it was reasonable to settle for about 30% of the total possible recovery. Thus, this factor weighs in favor of approving the settlement.

D. Extent of Discovery and Stage of Proceedings: There was no formal discovery before the settlement was reached, and the settlement was reached at an early stage of the proceedings. However, defendant did produce redacted wage statements and time sheets for all 21 aggrieved employees, which were apparently enough to allow plaintiff's counsel to assess the strengths and weaknesses of the claims. The settlement was also reached after arm's length negotiations between the parties, which suggests that it is fair and reached without collusion. (*Anderson v. Nextel Retail Stores, LLC* (C.D. Cal. 2010) 2010 U.S. Dist. LEXIS 43377, 44.) Thus, this factor weighs in favor of approving the settlement.

E. Experience and Views of Counsel: With regard to the experience of counsel, plaintiff's counsel has now submitted his declaration regarding his background and experience. (Adam Rose decl. filed April 11, 2022.) He graduated from University of San Francisco in 1998, and since then he has settled about 250 individual employment law cases, as well as handling numerous class action and PAGA actions. (*Id*. at ¶¶ 8-11.) He claims that his hourly rate of $750 is reasonable given his experience, and in fact he claims that under the *Laffey* matrix, an hourly rate of up to $919 would be justified. (*Id*. at ¶ 12.) He believes that the settlement is fair and reasonable based on his experience with a multitude of employment law cases. (*Id*. at ¶ 7.)

Therefore, it does appear that counsel is highly experienced in employment law, PAGA and class litigation, and as a result his opinion that the settlement is fair and reasonable under the circumstances is well supported. This factor weighs in favor of approving the settlement.

F. Government Participation: No government entity participated in the case, so this factor does not favor either approval or disapproval of the settlement.

G. Attorney's Fees and Costs: Plaintiff's counsel has requested an award of $8,000 in attorney's fees, which is about 40% of the gross settlement. He also seeks another $4,450 in costs.

Courts have approved awards of fees in class actions that are based on a percentage of the total common fund recovery. (*Laffitte v. Robert Half Internat.* (2016) 1 Cal.5th 480, 503.) It appears that the same reasoning would apply to PAGA settlements, which bear similarities to class actions. Thus, plaintiff's counsel's request for an award based on a percentage of the total gross settlement is not necessarily unreasonable. However, an award of fees equal to 40% of the gross settlement is higher than usual, and thus the court should not approve it without doing a lodestar calculation to double check the reasonableness of the fee request. (*Laffitte*, *supra*, at pp. 504-506.)

Here, plaintiff's counsel has now provided evidence stating that he spent 89.7 hours on the case billed at a rate of $750 per hour. (Rose decl., ¶¶ 12, 13.) His total fees were thus $67,945. (*Id*. at ¶ 13.) He also attaches a copy of his time records for the case. (*Ibid*, see also Exhibit B to Rose decl.) Thus, he claims that the request for $8,000 in fees is reasonable. (*Id*. at ¶ 13.)

Therefore, plaintiff's counsel has now provided sufficient information for the court to perform a lodestar cross-check of his requested fees. Given the time spent on the case and counsel's hourly rate, it does appear that the requested fees of $8,000 are reasonable.

However, plaintiff's counsel has still not provided an itemized list of the court costs incurred in the case. He states that an itemized list of costs is attached as Exhibit B to his declaration, but no such itemized list is attached. Therefore, counsel has not justified his request for $4,450 in court costs. As a result, the court cannot determine if the requested costs are reasonable, and it will not approve the requested costs at this time. Counsel must provide an itemized list of costs for the court's review before the court can approve the settlement.

H. Enhancement Payment to Named Plaintiff: The individual plaintiff is receiving a separate payment for settling her own individual claims for wrongful termination and retaliation. No enhancement award is provided in the settlement. Plaintiff has not disclosed what she will be paid for her individual claims. Therefore, this factor does not weigh for or against approval of the settlement.

I. Administration Costs: There is no claims administrator and thus there are no administration costs. This factor does not weigh for or against approval of the settlement.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: RTM on 4/27/2022.
(Judge's initials) (Date)