SUPERIOR COURT OF CALIFORNIA
COUNTY OF VENTURA

Tentative Ruling

2025CUOE049346: CARLOS GONZALEZ vs THIESSEN PRODUCTS, INC.
09/02/2026 in Department 44
Motion for Preliminary Approval of Class and PAGA Representative Action Settlement

Department Rules. Parties and counsel shall follow the Department 44 rules and Zoom protocols, available at https://www2.ventura.courts.ca.gov/Courtroom/C44.

Remote Appearances. The Court allows Zoom appearances as a courtesy to parties and counsel. The Court does not accommodate Court Call appearances. **You MUST register by 3:00 p.m. the court day before your hearing or you will be DENIED entry to the hearing:**

ZOOM Registration Link:

https://ventura-courts-ca.zoom.us/meeting/register/iqN7uhQSQMuOqs-9TQXgEQ

No advance notice is required to appear in person.

Tentative Rulings. Oral argument should address the tentative decision. To submit on the tentative decision, email courtroom44@ventura.courts.ca.gov before 8:00 a.m. on the hearing date, copying all other parties. Use the subject line "SUBMISSION ON TENTATIVE", [Case Number], [Case Title] and [Party]. If not all parties submit, the hearing will proceed, and the tentative ruling may change.

The Court may adopt, modify or reject the tentative ruling after hearing. The tentative ruling has no legal effect unless and until adopted by the Court.

Motion: Plaintiff's Motion for Preliminary Approval of Class and PAGA Representative Action Settlement

Tentative Ruling:

Pending counsel's clarification concerning the Settlement Agreement as discussed in section 4 below, the Court will GRANT the Motion, subject to additional modifications, corrections, and clarifications, as explained below. If Counsel cannot explain the workweek calculation method as discussed below, the Court will CONTINUE the motion for a supplemental declaration concerning same, together with all other issues flagged herein.

If counsel can explain the workweek issue, the Court will set the hearing for final approval on **Wednesday, March 10, 2027 at 1:30 p.m. in Department 44**.

Plaintiff's counsel shall give notice.

1. Summary of Proposed and Preliminarily Approved Monetary Terms.

Description	Proposed	Preliminarily Approved
Gross Settlement Amount	$295,000.00	$295,000.00
Less: Attorney Fees	$98,333.33 (1/3)	$98,333.33 (1/3)
Less: Costs (not to exceed)	$35,000.00	$35,000.00
Less: Administrative Costs (not to exceed)	$6,350.00	$6,350.00
Less: PAGA Penalties	$14,750.00	$14,750.00
Less: Service Award	$7,500.00	$7,500.00
Net Settlement Before PAGA add-back	$133,066.67	$157,650.00
Plus PAGA Penalty to Aggrieved Employees (65% LWDA / 35% Aggrieved Employees)[1]	$5,162.50	$5,162.50
Net Settlement After PAGA add-back	$138,229.17	$162,812.50

2. Timely Service. The Motion was filed July 30, 2026, for hearing September 2, 2026, and was timely served on Defendant. The proof of service also reflects service of the Motion, supporting declarations, and proposed order on the LWDA through the LWDA access portal on July 30, 2026. Plaintiff had separately submitted the proposed Settlement to the LWDA on July 24, 2026. (Moon Decl., ¶ 11 & Ex. 3.) The Court therefore finds service and PAGA notice adequate. (Lab. Code, § 2699, subd. (s)(2); Code Civ. Proc., §§ 1005, 1010.6.)

3. Conformity with Rules of Court. Plaintiff's memorandum contains 20 pages of substantive argument, excluding the caption, notice, tables, declarations, exhibits, and proof of service. It therefore exceeds the 15-page limit applicable to an opening memorandum, and no application or order authorizing an oversized memorandum appears in the materials provided. (Cal. Rules of Court, rule 3.1113(d), (e).) An oversized memorandum is treated in the same manner as a late-filed paper. (Id., rule 3.1113(g).) The Court has discretion to refuse to consider a noncompliant paper. (*Id*., rule 3.1300(d); *Bozzi v. Nordstrom, Inc.* (2010) 186 Cal.App.4th 755, 765.) Because the Motion is unopposed and the record permits substantive review, the Court exercises its discretion to consider the papers in this instance. Counsel is admonished that all papers submitted for final approval must comply with the Rules of Court, including applicable page limits, font size, pagination, and exhibit organization.

4. Fairness of Settlement. At preliminary approval, the Court determines whether the proposed settlement falls within the range of possible approval and whether notice to the class is warranted, without adjudicating the merits. (Cal. Rules of Court, rule 3.769; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-1801.) The Court must receive sufficient information concerning the nature and magnitude of the claims and impediments to recovery to independently evaluate the compromise. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

[1] Effective for PAGA Notices filed before June 19, 2024, penalties recovered are allocated 75% (LWDA) / 25% (Aggrieved Employees). For PAGA Notices filed on or after June 19, 2024, penalties recovered are allocated 65% (LWDA) / 35% (Aggrieved Employees). (Labor Code § 2699(m).)

The August 18, 2025 Complaint alleged that Defendant employed Plaintiff and the putative class as hourly, non-exempt employees and maintained common policies or practices resulting in unpaid minimum and overtime wages, noncompliant meal and rest periods, unreimbursed business expenses, waiting-time penalties, inaccurate wage statements, and derivative unfair-business-practice claims. (Compl., ¶¶ 1-4, 7, 13-20, 23-26.) On October 22, 2025, after Plaintiff's August 17, 2025 PAGA notice, Plaintiff filed the First Amended Complaint adding a ninth cause of action for PAGA civil penalties. (FAC, ¶¶ 96-104; Moon Decl., ¶ 6.) Defendant filed an Answer on February 20, 2026, generally denying liability and asserting, among other matters, good-faith, merits, PAGA, and class-certification defenses. (Answer, Aff. Defenses Nos. 13-14, 22-27, 29-46.)

Before mediation, Defendant informally produced a statistically sound sample of time and pay records for approximately 20% of the putative class, Plaintiff's personnel and payroll records, applicable employment policies, and class/PAGA population data. Plaintiff's statistics expert analyzed 10,246 actual shifts, approximately 20% of total shifts, and counsel prepared a damages analysis. (Moon Decl., ¶¶ 8-9.) The parties then participated in a full-day, adversarial, arm's-length mediation with Lonnie Giamela, Esq. on June 19, 2026, and reached the settlement after evaluating the strengths and weaknesses of the claims and defenses. (Moon Decl., ¶ 10.)

Counsel estimates a total realistic, risk-adjusted recovery of $317,091.22. The $295,000 Gross Settlement Amount is approximately 93% of that estimate. (Moon Decl., ¶¶ 32-39.) The risk-adjusted PAGA valuation was $12,615, while the Settlement allocates $14,750 to PAGA penalties. (Moon Decl., ¶¶ 38-40.) Given the certification, merits, individualized-proof, penalty-reduction, trial, and appellate risks identified in the record, the Settlement is within the range of possible approval. The PAGA allocation is also fair, reasonable, and adequate in view of PAGA's purposes. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77, disapproved on another ground in *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 664, 710.)

The class release is limited to claims alleged in the operative complaint or reasonably capable of being alleged based solely on the facts asserted there, and excludes claims arising outside the Class Period and specified benefits and nonreleasable claims. (Settlement, ¶ 5.2.) The PAGA release is limited to PAGA civil-penalty claims alleged in the PAGA notice and operative complaint, or reasonably based on the facts stated there, during the PAGA Period. (Settlement, ¶ 5.3.) The releases therefore appear appropriately tethered to the pleaded and noticed factual allegations. (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537-538; see *Moniz*, *supra*, at p. 83.)

One point requires clarification before dissemination of notice. Settlement paragraph 4.1 states that the approximately 140 Class Members and 14,199 Workweeks are estimates as of the June 19, 2026 mediation. Settlement paragraph 8 states that the escalator is measured only against Workweeks from August 18, 2021 through June 19, 2026. The Settlement Class, however, extends through August 19, 2026, and Moon's declaration describes the same 14,199 figure as Workweeks "during the Class Period." (Moon Decl., ¶ 32.) **At the hearing, counsel shall confirm that all Class Members and Workweeks through August 19, 2026 will be included in the Class Data and pro rata distributions, and shall explain whether and how the parties**

accounted for the post-mediation Workweeks when negotiating the Gross Settlement Amount and limiting the escalator period. If counsel cannot provide that confirmation, the matter should be continued for supplemental papers and, if necessary, amendment of the Settlement.

5. Conditional Class Certification. For settlement purposes only, the proposed class satisfies Code of Civil Procedure section 382. The class is ascertainable from Defendant's records; the estimated population of approximately 140 is sufficiently numerous; the claims arise from alleged common compensation, timekeeping, meal/rest, reimbursement, final-pay, and wage-statement practices; Plaintiff's claims arise from the same alleged practices; and Plaintiff and experienced Class Counsel appear adequate. (See *Daar v. Yellow Cab Co.* (1967) 67 Cal.2d 695, 704; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

The Class is defined as: "all current and former non-exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the Class Period." The Class Period is August 18, 2021 through August 19, 2026. (Settlement, ¶¶ 1.5, 1.13.)

Aggrieved Employees under PAGA are defined as: "all current and former non-exempt, hourly-paid employees of Defendant who worked for Defendant in California at any time during the PAGA Period." The PAGA Period is August 17, 2024 through August 19, 2026. (Settlement, ¶¶ 1.4, 1.36.)

Plaintiff has analyzed the range of liability and supplied the following present estimates, subject to the clarification concerning post-mediation Class Members and Workweeks stated above:

Estimated Number of Class Members:	Approximately 140 (as of June 19, 2026)
Estimated Class Payment:	$1,126.07 simple average using the 25% fee benchmark and $7,500 service award; $950.48 under all requested deductions
Estimated Number of Aggrieved Employees:	Approximately 85 (as of June 19, 2026)
Estimated Average Allocation of PAGA Penalty to Aggrieved Employees:	$60.74 (35% PAGA share of $5,162.50 / 85)

6. Appointments. For settlement purposes only, the Court appoints Carlos Gonzalez as Class Representative; Moon Law Group, PC and Lawyers for Employee and Consumer Rights as Class Counsel; and ILYM Group, Inc. as Settlement Administrator. The declarations establish counsel's wage-and-hour class/PAGA experience and ILYM's experience administering class settlements. (Moon Decl., ¶¶ 50-68; Mahon Decl., ¶¶ 2-5; Mullins Decl., ¶¶ 1-5.)

7. Notice to Class. Subject to the corrections below, the proposed Class Notice adequately advises Class Members of the nature of the action, material Settlement terms, anticipated payments, requested fees/costs and service award, releases, procedures for disputing Workweeks/PAGA Pay Periods, exclusion and objection rights, and the Final Approval Hearing, and satisfies California Rules of Court, rule 3.766(d). The notice period is 45 days after initial mailing, with an additional 14 days for any re-mailed notice. (Settlement, ¶¶ 7.4-7.8; Mullins Decl., ¶ 8.) Before dissemination, counsel shall:

1. Correct the case number from "2025CUOE04934" to "2025CUOE049346" wherever it appears in the Class Notice and proposed preliminary-approval order.

2. Confirm that "Thiessen Products, Inc. dba Jims Machining" is Defendant's correct and intended identification in the Class Notice. The pleadings and Settlement identify the settling defendant as Thiessen Products, Inc.; if the dba is not supported or intended, remove it. If retained, use the entity name consistently.

3. Revise the first-page "EXCLUDE YOURSELF" summary so it states directly that a person who opts out will not receive an Individual Class Payment but, if an Allegedly Aggrieved Employee, will still receive an Individual PAGA Payment and cannot opt out of the PAGA settlement. The present statement "You will not receive a payment from the Settlement" is qualified only by a footnote and is unnecessarily confusing.

4. Correct the clerical errors in the PAGA-release paragraph, including the duplicated parenthesis in "(1))" and the missing punctuation before the sentence describing the PAGA Period.

5. Insert the Settlement Administrator's complete contact information and all remaining dates and deadlines, including the Final Approval Hearing date and the Response Deadline. Ensure that the notice and proposed order reflect the Court's preliminary fee and service-award determinations stated below and otherwise conform to this ruling.

8. Attorney Fee Award. Class Counsel may seek up to one-third of the Gross Settlement Amount ($98,333.33 at the current GSA), but the Court uses 25% of the common fund as the preliminary benchmark. (*Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480, 494-495.) The Court therefore uses $73,750 for preliminary valuation and approves counsel's ability to seek up to one-third at final approval. Counsel must substantiate any request above the 25% benchmark with appropriate evidence and argument, including a lodestar cross-check and sufficient billing information to permit independent review. Any amount requested but not awarded remains in the Net Settlement Amount.

9. Incentive Award. Plaintiff seeks a Class Representative Enhancement Award of up to $7,500. His declaration states that he has spent approximately 25 hours assisting counsel, including providing employment information and documents, participating in case decisions and mediation preparation, identifying potential witnesses, reviewing the settlement, and accepting a broader general release. (Gonzalez Decl., ¶¶ 13-22.) Incentive awards are discretionary and should reflect the representative's actual effort, risk, and contribution without being disproportionate to the class recovery. (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1393-1395; *Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272.) At this stage, the Court preliminarily approves a service award of up to $7,500. The present showing—approximately 25 hours of participation, litigation-related employment risk, and a broader individual release—is sufficient for preliminary approval. At final approval, Plaintiff shall submit an updated declaration identifying his total time and work through final approval and any additional facts supporting the requested award.

10. Attorney Costs. The Settlement permits reimbursement of actual litigation costs up to $35,000. Class Counsel reports $12,399.44 incurred as of July 10, 2026. (Moon Decl., ¶ 15 & Ex. 4.) The Court preliminarily approves reimbursement up to $25,000, subject to final substantiation. At final approval, Class Counsel shall submit an itemized account of all costs actually incurred and supporting documentation for material expert, mediation, and similar expenses. Any amount not approved remains in the Net Settlement Amount.

11. Claims Administration Costs. The Settlement caps administration expenses at $6,350 absent good cause and further Court approval. ILYM's bid is $6,350 for an estimated class of approximately 140 and includes data processing, NCOA/address updating, mailing, skip tracing and re-mailing, inquiries, tax reporting, and distribution. (Moon Decl., ¶ 16 & Ex. 5; Mullins Decl., ¶¶ 4-8.) The Court preliminarily approves administration costs up to $6,350, subject to substantiation of the actual amount at final approval.

12. Cy Pres. The Settlement provides that checks uncashed 180 days after issuance will be voided and the corresponding funds transmitted to CASA of Ventura County. (Settlement, ¶¶ 4.4.1, 4.4.3.) Code of Civil Procedure section 384 expressly permits distribution of residual class funds to child advocacy programs. Plaintiff and Class Counsel also declare that they have no conflict with the proposed cy pres beneficiary. (Gonzalez Decl., ¶ 10; Moon Decl., ¶ 68.) The Court preliminarily approves CASA of Ventura County as the proposed cy pres recipient, subject to final approval and the Administrator's post-distribution accounting required by law.