LURA v CALAVERAS HEALTHY IMPACT PRODUCT SOLUTIONS (C.H.I.P.S.)

23CV48292

PLAINTIFF'S MOTION FOR FINAL APPROVAL

Kristina Lura ("Plaintiff") as the representative plaintiff, filed this class action lawsuit against Calaveras Healthy Impact Product Solution ("Defendant"). Plaintiff's First Amended Complaint ("FAC") alleges causes of action for wage and hour violations, including failure to pay overtime wages, wage statement violations, waiting time penalties and unfair competition. Plaintiff seeks penalties and damages under the Labor Code, Business and Professional Code, and the Private Attorney General's Act ("PAGA").

On March 18, 2025, this Court granted preliminary approval of a settlement between the parties ("Settlement.") Plaintiff has now filed a Motion for Final Approval of Class Action Settlement. The motion is unopposed.

I. Legal Standard

Generally, "questions about whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc*. (2001) 91 Cal.App.4th 224, 234-235, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc*. (2018) 4 Cal.5th 260.) In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. (*Wershba*, supra, 91 Cal.App.4th at 244-245.) The Court must consider whether the proposed settlement is not the product of fraud or collusion and that the settlement is fair and reasonable. (*Id.* at 245.) However, " '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.'" (*Ibid* [citation omitted].)

PAGA Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

II. Discussion

The Agreement defines the Settlement Class as: "all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period." The "Class Period" is defined as the time between December 18, 2018 through August 19, 2024. Additionally, "PAGA Group Members" means all Class Members employed by Defendant at any time during the PAGA Period, which is defined as June 19, 2022 through August 19, 2024. (Agreement Article I, sections bb and cc.) Each PAGA Group Member will receive a portion of the $10,000 allocated as part of PAGA penalties, after deductions to the LWDA.

The Court conditionally certified the Class as part of the settlement process.

There are 223 Settlement Class members (Declaration of Taylor Mitzner ("Mitzner Decl.") ¶ 5.) Plaintiff and Defendant have agreed to settle the class claims for $175,000.00 in exchange for a release of the claims at issue in this litigation. In the Motion, Plaintiff provides an explanation of the Settlement terms, the results of the Notice provided to the Class Members, and a description of the distribution of the $175,000.00 Settlement Fund.

The Net Settlement Amount ("NSA") is estimated at $175,000.00. The estimated average recovery for Class Members is $275.90 (Mitzner Decl. ¶ 16.) Additionally, the 93 Aggrieved Employees who were employed during the PAGA period will receive a portion of the $10,000 PAGA amount for an average individual PAGA payment of $26.88. (Id. ¶ 17.)

Class Members were permitted to "opt out" if they did not want to participate in the Settlement. One Class Member chose to opt out of the Settlement. (Mitzner Decl. ¶11.) There were no Class Members that disputed or objected to the Settlement. (*Id.* ¶¶ 12,13.) Five Notices were returned undeliverable. (*Id.* ¶ 10.) An uncashed Settlement check will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law. (Agreement at § 3.06(f).

According to the submitted (Proposed) Order, plaintiff seeks approval of the following: 1) $58,333.33;for the Class Counsel Fees Payment; (2) $19,681.96 for the Class Counsel Litigation Expenses Payment; (3) $10,000.00 for the Class Representative Service Payment; (4) $1,917.11 for Employer-Sided Taxes; (5) $8,500.00 for the Administration Expenses Payment; (5) $7,500.00 to the LWDA. (Mitzner Decl. ¶15.)

Phoenix Settlement Administrators ("Phoenix") was approved as the Settlement Administrator. Phoenix reports that notice packets were mailed to the 223 Class Members on June 16, 2025, via U.S. first class mail. (Mitzner Decl. ¶ 8.) As of September 25, 2025, Phoenix has received sixty-seven (67) returned class notices as undeliverable. (*Id.* ¶ 9.) As a result of conducting a Skiptrace, 62 updated addresses were obtained, and notices were re-mailed to those Settlement Class Members via First Class U.S. Mail. (*Id.* ¶ 9.) Ultimately, there were five notices that were undeliverable. (Id. ¶ 10.) Phoenix has not received any objections to the Settlement, has not received any disputes, and has not received any request for exclusion. (*Id*. ¶ ¶ 11-13.). Apex therefore reports a participation rate of 99.5%. (*Id.* ¶ 14.)

Even without an objection to the requested attorney fees and costs, the Court has a duty to protect the rights of all parties, and to prevent abuses which might undermine the proper administration of justice. (*Howard Gunty Profit Sharing Plan v. Superior Court* (2001) 88 Cal.App.4th 572, 581.) Here, counsel argues the fees and costs are reasonable based upon the attorneys' experience, the amount of time they have invested in managing the litigation and achieving the Settlement, and the risks involved in undertaking contingency-based litigation.

In *Laffitte v. Robert Half Int'l Inc*. (2016) 1 Cal.5th 480, the California Supreme Court addressed the appropriate method to use when awarding attorney fees in a common fund wage and hour class action. The choice of which fee calculation method to apply is generally within the discretion of the trial court. (*Id*. at 504.) Use of the percentage method to calculate a fee in a common fund case is permissible; and public policy supports the requested one-third percentage of the common fund. (*Id*. at 503.) Here, counsel achieved a $175,000.00 Settlement fund. The average payment to class members is $275.90, with the highest payout valued at $1,560.55. (Mitzner Decl. ¶ 16.) Class counsel undertook the representation at their own expense and risk with no assurances that they would receive any compensation. Class counsel shows that they are experienced with this type of litigation and have sufficient discovery and data to make an informed decision. Class counsel investigated and researched the claims in controversy, related documents and evidence, their defenses, and the relevant legal authorities. In addition, class counsel attended mediation and negotiated this Settlement. Based on the relevant factors, the requested attorneys' fees of one-third of

the common fund are just and reasonable. The litigation costs and settlement administrator costs are reasonable and supported. The entire net settlement amount will be paid out to class members. The parties have complied with the Agreement and notice of the final approval hearing was properly given to the class members.

Having reviewed the documents submitted in conjunction with this motion, pursuant to Code of Civil Procedure section 382 and California Rules of Court, rule 3.769, the Court finds that the Settlement (including class member payouts, attorneys' fees and costs, settlement administrative costs, the enhancement payment/incentive award, and the PAGA payment) is fair, adequate, and reasonable and in the best interests of the class members. (*Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801.)

Plaintiff's motion for final approval is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. The Court intends to sign the submitted (Proposed) Order.

LUJAN, et al v SANDHU, et al

23CV47054

DEFENDANTS' MOTION TO COMPEL PLAINTIFF LUJAN'S FURTHER RESPONSES TO DISCOVERY

This case involves economic damages allegedly sustained by Plaintiff Alfonso Lujan ("Lujan") against Suhail Ali Sandhu, Zulfiqar Sandhu, and Jasmine Sandhu ("Defendants") arising out of a motor vehicle accident. Now before the Court is a motion to compel further responses to Request for Production of Documents, Set Three (RPD Set Three) brought by Defendants against Lujan.

I. Relevant Procedural Background

Plaintiffs filed their complaint on November 9, 2023. (Declaration of Anna Niemann ("Niemann Decl.") ¶ 2.) The parties have engaged in discovery including written discovery, depositions, and premises inspection. (*Id*. ¶3.) On May 7, 2025, Lujan was served with RPD, Set Three which had a responsive due date of June 9, 2025. (*Id.* ¶ 3, Ex. A; ¶ 4.)

On June 3, 2025, by email messages the parties' attorneys agreed to a two-week extension for responses. (*Id*. ¶ 4, Ex. B.) On June 20, 2025, Defendants received unverified responses to RPD Set Three, which consisted of objections and substantive responses but no new responsive materials. (*Id.* ¶ 5, Ex. C.)

On July 2, 2025, Defendants' attorney met and conferred by mail and email with Lujan's counsel seeking production of verified responses and the requested business records. (*Id*. ¶ 6, Ex. D.) Defendants' counsel avers that Lujan's attorney did not respond. On the same day, however, Lujan's attorney moved to withdraw as Lujan's counsel. (*Id.* ¶ 7, Ex. E.) The Court granted the motion to withdraw on August 15, 2025. (*Id.* ¶ 8, Ex. F.) Lujan is now representing himself in this matter.

II. Legal Standard

On receipt of a response to a Request for Production of Documents, the demanding party may move for an order compelling further responses to the demand if the

demanding party deems that (1) a statement of compliance with the demand is incomplete, (2) a representation of inability to comply is inadequate, incomplete, or evasive, or (3) an objection in the response is without merit or too general. (CCP § 2031.310(a).)

Motions to compel further responses to RPDs must set forth specific facts showing good cause justifying the discovery sought by the request. (CCP § 2031.310(b).) To establish good cause, a discovery proponent must identify a disputed fact that is of consequence in the action and explain how the discovery sought will tend in reason to prove or disprove that fact or lead to other evidence that will tend to prove or disprove the fact. (*Digital Music News LLC v. Superior Court* (2014) 226 Cal.App.4th 216, 224, disapproved on other grounds by *Williams v. Superior Court* (2017) 3 Cal.5th 531; *see also Kirkland v. Superior Court* (2002) 95 Cal.App.4th 92, 98 [characterizing good cause as "a fact-specific showing of relevance"].) If good cause is shown by the moving party, the burden shifts to the responding party to justify any objections made to disclosure of the documents. (*Kirkland, supra*, 95 Cal.App.4th at 98.)

III. Discussion

Lujan objected broadly to every RPD on multiple grounds. Lujan provided one substantive response, which was to RPD No. 16 which sought: "Any and all DOCUMENTS consisting of purchase invoices for inventory acquired for and by YOUR BUSINESS from January 2021 to present." (Niemann Decl. Ex. A.)

RPD 17 sought identifying information about Lujan's employees, including their identity and payroll records. Lujan objected on the grounds that the request implicated privacy rights but also responded that despite a diligent search, no responsive records were found.

RPDs 18-21 sought information related to bank records, payments to subcontractors, check registers and sales tax information. Lujan objected to this assembly of requests on the grounds that the information sought was not relevant, that the terms "Documents" and "Your Business" were vague and undefined.

Defendants move to compel further responses simply on the grounds that the discovery was timely served upon Lujan and the responses were not verified. Defendants make no attempt to set forth specific facts showing good cause justifying the discovery sought by the request. (CCP § 2031.310(b).) Nor do

Defendants attempt to explain in any way “good cause” for access to potentially private financial records – particular those of non-party employees.

However, Lujan has not filed any opposition to the Motion and his responses were not all code-compliant because they did not state with “particularity any document, tangible thing, land or electronically stored information falling within the category of item in the demand to which objection is being made.” (Code Civ. Proc. § 2031.240(b)(1).) Nor were the responses verified (tantamount to no response).

Defendants’ Motion to Compel Further Responses is **GRANTED**. Lujan is ordered to provide code-compliant responses to RPD, Set Three, on or before November 14, 2025, which must comply with Code Civ. Proc. § 2031.240(b)(1) and must be verified, unless the responses only contain objections. (Code Civ. Proc. § 2031.250.) Lujan is not required to provide objection-free responses.

The Court has discretion to impose sanctions where a party unsuccessfully opposes a motion to compel. (Code Civ. Proc. § 2023.030(a).) Lujan did not file an opposition and given his pro se status the Court is not inclined to award sanctions. Based on the foregoing, the Request for Sanctions is **DENIED**.

The clerk shall provide notice of this ruling to the parties forthwith. Defendants to submit a formal Order complying with Rule 3.1312 in conformity with this Ruling.

WELLS FARGO BANK, N.A. v MATA

24CF14901

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT/SUMMARY ADJUDICATION

This is an action by Wells Fargo Bank, N.A. ("Plaintiff") against Baylee M. Mata ("Defendant") for the collection of a credit card debt in the sum of $18,026.22. In his Answer, Defendant denied the allegations in the Complaint and raised multiple affirmative defenses.

Now before the Court is Plaintiff's motion for summary judgment.

I. Legal Standard

Summary judgment is proper when there are no triable issues of material fact, and the moving party is entitled to a judgment as a matter of law. (Code Civ. Proc., § 437c(c).)

A plaintiff may move for summary judgment when the plaintiff contends there is no defense to the cause of action. (Code Civ. Proc., § 437c, subd. (a).) A plaintiff meets the burden of showing there is no defense by proving each element of the cause of action. (Code Civ. Proc., § 437c, subd. (p)(1).) A plaintiff moving for summary judgment is not required to disprove any defense asserted by the defendant in addition to proving each element of the plaintiff's own cause of action. (*Aguilar v. Atlantic Richfield Co*. (2001) 25 Cal.4th 826, 853.) If the plaintiff meets it's burden, then the burden shifts to the defendant to show the existence of a triable issue of material fact. (*Ibid*.) The moving party bears the burden of persuasion that there is no triable issue of material fact and that she is entitled to adjudication as a matter of law. (*Id.* at 850.)

II. Legal Analysis

A breach of contract claim requires: 1) the existence of a contract, 2) plaintiff's performance or excuse for nonperformance, 3) defendant's breach, and 4) the resulting damages to the plaintiff. (*San Mateo Union High Sch. Dist. v. Cnty. of San Mateo*, (2013) 213 Cal. App. 4th 418, 439.) "Where contract language is clear and explicit and

does not lead to absurd results, we ascertain intent from the written terms and go no further." (*Shaw v. Regents of Univ. of Cal*., (1997) 58 Cal. App 4th 44, 53.)

Plaintiff and Defendant entered into a contract for a consumer credit card. (UMF 1.) Pursuant to the contract, Plaintiff provided credit and Defendant used that credit to make consumer purchases. (UMF 2.) Defendant incurred charges, was provided statements detailing those charges, and did not object or deny that she had incurred those charges. (UMF 8, 9.) However, Defendant stopped making payments towards the balance on the subject account and made her last payment of $100.00 on July 15, 2024. (UMF 10.) Defendant has an unpaid balance on her account of $18,026.22. (UMF 11.)

Plaintiff has carried its burden of demonstrating evidence supporting all of the elements of its claim for breach of contract. The burden then shifts to Defendant to raise a triable issue of material fact, however, Defendant has failed to oppose this motion.

III. Conclusion

Plaintiff's motion for summary judgment is **GRANTED**.

The clerk shall provide notice of this ruling to the parties forthwith. Plaintiff to submit a formal Order complying with Rule 3.1312 in conformity with this Ruling.