

**FILED**  
LOS ANGELES SUPERIOR COURT

AUG 25 2021

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK  
BY *N. Navarro* Deputy  
NANCY NAVARRO

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES**

EMMA ALYCE WEBER, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

KACE ENTERTAINMENT, INC., a  
California corporation, dba VOX DJS, INC.;  
and DOES 1 through 100,

Defendants.

Case No.: 19STCV40561

ORDER GRANTING  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT

Date: August 25, 2021  
Time: 9:00 a.m.  
Dept.: SSC-17

**I. BACKGROUND**

This is a wage and hour action. Kace Entertainment Inc., dba VOX DJS, Inc. (VOX) provides entertainment services, including disc jockeys (“DJ”), emcees, photo booths, lighting and audio-visual, and live music for weddings, corporate events, and other live events throughout Southern California and Arizona.

1           On November 12, 2019 Plaintiff filed a class action lawsuit against VOX. On  
2 January 22, 2020, Plaintiff filed the operative First Amended Class and Representative  
3 Action Complaint alleging the following causes of action: (i) failure to pay all overtime  
4 wages (Labor Code §§ 204, 5110, 1194, 1198); (ii) minimum wage violations (Labor  
5 Code §§ 1182,12, 1194, 1194.2, 1197); (iii) rest period violations (Labor Code §§  
6 226.7, 516, 558); (iv) meal period violations (Labor Code §§ 226.7, 512, 558); (v)  
7 failure to reimburse all necessary business expenditures (Labor Code §§ 2802, 2804);  
8 (vi) wage statement violations (Labor Code §§ 226, 226.2); (vii) waiting time penalties  
9 (Labor Code §§ 201-203); (viii) Unfair Competition as a result of the aforementioned  
10 violations (Bus. & Prof. Code § 17200 et seq.); and (ix) civil penalties pursuant to the  
11 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code § 2698 et  
12 seq.

13           After discovery, the parties attended a full-day mediation on May 18, 2019 with  
14 Francis J. Ortman, Esq., and were ultimately able to come to a Memorandum of  
15 Understanding. During the months that followed, the parties finalized the terms of the  
16 Settlement and executed the long-form Settlement Agreement, as signed copy of which  
17 is attached as Exhibit 1 to the Declaration of Paul Haines (“Haines Decl.”) ISO  
18 Preliminary Approval.

19           On December 1, 2020, the Court issued a checklist of items for the parties to  
20 address and continued preliminary approval. In response, on counsel filed supplemental  
21 briefing (“Supp. Brief”) ISO Preliminary Approval and an Amended Settlement  
22 Agreement attached as Exhibit 3 to the Supplemental Declaration of Paul Haines  
23 (“Haines Supp. Decl.”) ISO Preliminary Approval. All reference in this Order are to  
24 the Amended Settlement Agreement.

1           The proposed settlement payments will be made in installments. Counsel  
2 represents that in connection with mediation VOX confidentially provided Counsel's  
3 office with financial records, including profit & loss statements from 2018, 2019, and  
4 2020 to date. After reviewing those financial records and considering that VOX is in the  
5 live event/entertainment business which has been impacted by the COVID-19 pandemic  
6 and related government shutdowns, counsel contends that it became apparent VOX  
7 would not be able to sustain a significant settlement unless it was payable in several  
8 installments over a period of time. Accordingly, the parties negotiated the payment  
9 schedule reflected in the Settlement, under which VOX will make quarterly payments  
10 beginning in the first quarter of 2022. (Haines Decl. ISO Preliminary Approval, ¶33.)

11           Preliminary approval was granted on March 10, 2021. Notice was given to the  
12 Class Members as ordered. (See Declaration of Elizabeth Kruckenberg ("Kruckenberg  
13 Decl.")).

14           Now before the Court is Plaintiff's motion for final approval of the Settlement  
15 Agreement, including for payment of fees, costs, and service awards to the named  
16 plaintiffs. For the reasons set forth below, the Court grants final approval of the  
17 settlement.

## 18 **II. THE TERMS OF THE SETTLEMENT**

### 19 **A. SETTLEMENT CLASS AND RELATED DEFINITIONS**

20           Settlement Class means: All current and former non-exempt employees of VOX  
21 in the positions of DJ, Roadie for DJ, DJ Roadie, Assistant to DJ, DJ Assistant, and  
22 Shadow to DJ ("Covered Position(s)") who worked in California at any time from  
23 November 12, 2015 through the date of preliminary approval of the settlement.  
24 (Settlement Agreement, ¶1.)

1 “Class Period” means at any November 12, 2015 through the date of preliminary  
2 approval of the settlement. (¶1)

3 “Waiting Time Period” means November 12, 2016, through the end of the Class  
4 Period. (¶4.B.iii)

5 “PAGA Period” means November 15, 2018 through the end of the Class Period.  
6 (¶2.A)

7 Based on data produced by VOX in connection with mediation, the Parties believe  
8 the data reflects that there were approximately 10,050 Work Events worked by  
9 Settlement Class members during the Class Period. If the number of Work Events worked  
10 by Settlement Class members during the Class Period is more than 10% greater than this  
11 figure (i.e., if there are 11,055 events or more), Plaintiff has the option, at her sole  
12 discretion, to void the Settlement Agreement. (¶3.H)

13 There are 182 Class members. (Kruckenbergl Decl., ¶6.)

#### 14 **B. THE MONETARY TERMS OF SETTLEMENT**

15 The essential monetary terms are as follows:

16 The Maximum Settlement Amount (“MSA”) is \$1,000,000 (¶3). This includes  
17 payment of a PAGA penalty of \$40,000 to be paid 75% to the LWDA (\$30,000) and 25%  
18 to the Settlement Class Members (\$10,000) (¶3.E.4);

19 The Net Settlement Amount (“Net”) (\$569,166.67) is the MSA less:

- 20 ○ Up to \$333,333.33 (33 1/3%) for attorney fees (¶5);
  - 21 ■ Fee Split: Haines Law Group, APC will receive 67.5% of any  
22 attorneys’ fee award and Tojarieh Law, PC will receive 32.5% of  
23 any attorneys’ fee award. (Haines Decl., ¶32 and Exhibit 2 thereto.)
- 24 ○ Up to \$40,000 for attorney costs (¶5.);
- 25 ○ Up to \$7,500 for a service award to the proposed class representative (¶6);

- \$40,000 allocated as PAGA Penalties (§3.E.4); and
- Estimated \$10,000 for settlement administration costs (§7).
- VOX's share of payroll taxes as an employer (e.g., FICA, FUTA) on the portion of Settlement Awards designated as "wages" shall be paid by VOX separately from, and in addition to, the Maximum Settlement Amount. (§3.D)
- Assuming the Court approves all maximum requested deductions, approximately \$569,166.67 will be available for distribution to participating class members. Therefore, the average settlement share will be approximately \$3,127.01. (\$569,166.67 Net ÷ 182 class members = \$3,127.01.). In addition, each class member will receive a portion of the PAGA penalty, estimated to be \$54.95 per class member. (\$10,000 (25% of \$40,000 PAGA penalty) ÷ 182 class members = \$54.95), assuming all class members worked during the PAGA Period.
- There is no Claim Requirement (§4).
- The settlement is not reversionary (§3.E).
- Payments to the Settlement Class: From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula:
  - PAGA Amount. As noted above, \$10,000.00 has been designated as the "PAGA Amount." Each participating Settlement Class member (whether or not they opt out) who was employed by VOX in a Covered Position at any time during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked for VOX in a Covered Position in California during the Wage Statement/PAGA Period. This will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the participating

1 Settlement Class member's number of pay periods worked during this  
2 period, and the denominator of which is the total number of pay periods  
3 worked by all participating Settlement Class members during that time  
4 period. (§4.B.i)

- 5 • The remainder of the Net Settlement Amount (i.e., after the PAGA Amount is  
6 deducted) shall be distributed as follows:

- 7 ○ Payments to all participating Settlement Class members: 80% of the  
8 remainder of the Net Settlement Amount will be distributed to all  
9 participating Settlement Class members based on each participating  
10 Settlement Class member's proportionate number of events worked for  
11 VOX in a Covered Position in California during the Class Period ("Work  
12 Events"), by multiplying 80% of the remainder of the Net Settlement  
13 Amount by a fraction, the numerator of which is the participating  
14 Settlement Class member's number of Work Events, and the denominator  
15 of which is the total Work Events worked by all participating Settlement  
16 Class members.. (§4.B.ii)

- 17 ○ Waiting Time Amount: 15% of the remainder of the Net Settlement  
18 Amount shall be designated as the "Waiting Time Amount." Each  
19 participating Settlement Class member whose employment with VOX  
20 terminated at any time from November 12, 2016, through the end of the  
21 Class Period (the "Waiting Time Period") shall receive an equal share of  
22 the Waiting Time Amount. In other words, the Waiting Time Amount will  
23 be divided equally among all participating Settlement Class Members  
24 whose employment with VOX terminated during the Waiting Time Period.  
25 (§4.B.iii)

1           o Wage Statement Amount: 5% of the remainder of the Net Settlement  
2           Amount shall be designated as the “Wage Statement Amount.” Each  
3           participating Settlement Class member who was employed by VOX in a  
4           Covered Position in California at any time from November 12, 2018 to the  
5           end of the Class Period, shall receive a portion of the Wage Statement  
6           Amount proportionate to the number of pay periods worked for VOX in a  
7           Covered Position in California during that time period. This shall be  
8           calculated by multiplying 5% of the remainder of the Net Settlement  
9           Amount by a fraction, the numerator of which is the Settlement Class  
10          member’s number of pay periods worked during this period, and the  
11          denominator of which is the total number of pay periods worked by all  
12          participating Settlement Class members during this period. (§4.B.iv)

13                 ▪ Tax Withholdings of Individual Settlement Payments: 20% as  
14                 wages; 40% as penalties; and 40% as interest. (§4.D)

15          • Uncashed Checks: Each member of the Settlement Class who receives a  
16          Settlement Award must cash any Settlement Award check within 180 days from  
17          the date the Settlement Administrator mails it. Any funds payable to Settlement  
18          Class members whose checks were not cashed within 180 days after mailing will  
19          escheat to the California State Controller for deposit in the Unclaimed Property  
20          Fund in the name of the Settlement Class member. (§4.E)

21          • Funding of the Settlement: The Maximum Settlement Amount shall be deposited  
22          into an escrow account to be established by the Settlement Administrator in 9 bi-  
23          monthly installments, as follows:

24                 o First to Fourth Installments: The first through fourth installments, which  
25                 collectively equal \$360,000.00 of the Maximum Settlement Amount, shall

1 be deposited in four equal installments of \$90,000.00 each. The first,  
2 second, third, and fourth installments of \$90,000.00 each shall be  
3 deposited no later than March 31, 2022, May 31, 2022, July 31, 2022, and  
4 September 30, 2022, respectively. (¶3.B.1)

5 ○ Fifth to Eighth Installments: The fifth through eighth installments, which  
6 collectively equal \$480,000.00 of the Maximum Settlement Amount, shall  
7 be deposited in four equal installments of \$120,000.00 each. The fifth  
8 through eighth installments shall be deposited no later November 30,  
9 2022, January 31, 2023, March 31, 2023, and May 31, 2023, respectively.  
10 (¶3.B.2)

11 ○ Ninth Installment: VOX shall deposit the ninth and final installment of  
12 \$160,000.00 by July 31, 2023. (¶3.B.3)

13       ▪ Personal Guaranty. As part of this Settlement Agreement, VOX's  
14 Chief Executive Officer, KC Campbell ("Campbell"), has agreed  
15 to provide a personal guaranty of the Maximum Settlement  
16 Amount. If VOX fails to pay the Maximum Settlement Amount, or  
17 any installment thereof, by the date such payment is due under this  
18 Settlement Agreement, Campbell will be personally liable to  
19 Plaintiff, Settlement Class members, and Class Counsel for any  
20 unpaid amount, and Plaintiff and Class Counsel will be entitled to  
21 recover any unpaid amount from Campbell, including reasonable  
22 attorneys' fees and costs incurred in securing such payment. (¶3.C)

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1 **C. TERMS OF RELEASES**

2 Upon the “Effective Date” and the Settlement being fully funded, Plaintiff and every  
3 member of the Settlement Class (except those who opt out) shall release and discharge  
4 VOX, its current or former subsidiaries, officers, directors, employees, and agents,  
5 successors, and assigns (collectively, the “Released Parties”) from all claims, demands,  
6 rights, liabilities and causes of action that were pled in the Complaint, or which could  
7 have been pled in the Complaint<sup>1</sup> based on the factual allegations therein, that arose  
8 during the Class Period, including the following claims: (1) failure to pay all overtime  
9 wages; (2) minimum wage violations; (3) rest period violations; (4) meal period  
10 violations; (5) failure to reimburse all necessary business expenditures; (6) wage  
11 statement violations; (7) waiting time penalties; and (8) all claims for unfair competition  
12 that could have been premised on the factual allegations asserted in the Complaint (“Class  
13 Members’ Released Claims”). In addition, all Settlement Class members (whether or not  
14 they opt out) who were employed by VOX at any time from November 15, 2018 through  
15 the end of the Class Period (the “PAGA Period”) shall release all claims for civil penalties  
16 under the Private Attorneys General Act (“PAGA”) that were alleged in Plaintiff’s  
17 November 15, 2019 letter to the LWDA and asserted in the Complaint, including claims  
18 for PAGA civil penalties based on alleged violations of Labor Code §§ 201-203, 204,  
19 226, 226.2, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, and 1198  
20 (“PAGA Released Claims”). The period of the release of Class Members’ Released  
21 Claims shall extend to the limits of the Class Period. The period of the release of the  
22 PAGA Released Claims shall extend to the limits of the PAGA Period. (¶2.A)

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<sup>1</sup> “Complaint” is defined as the First Amended Class and Representative Action

- 1 • The named Plaintiff will also provide a general release and a waiver of the  
2 protections of Cal. Civ. Code §1542. (§§2.A-B)
- 3 • The releases are effective on the Effective Date and the Settlement being fully  
4 funded. (§2.A)

### 5 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

6 “Before final approval, the court must conduct an inquiry into the fairness of the  
7 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the  
8 settlement agreement after the final approval hearing, the court must make and enter  
9 judgment. The judgment must include a provision for the retention of the court's  
10 jurisdiction over the parties to enforce the terms of the judgment. The court may not  
11 enter an order dismissing the action at the same time as, or after, entry of judgment.”  
12 Cal. Rules of Court, rule 3.769(h).

13 As discussed more fully in the Order conditionally approving the settlement, “[i]n  
14 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to  
15 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class  
16 action. The purpose of the requirement [of court review] is the protection of those class  
17 members, including the named plaintiffs, whose rights may not have been given due  
18 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*  
19 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks  
20 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245  
21 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*  
22 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the  
23 extent necessary to reach a reasoned judgment that the agreement is not the product of  
24 fraud or overreaching by, or collusion between, the negotiating parties, and that the  
25

1 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal  
2 quotation marks omitted].

3 “The burden is on the proponent of the settlement to show that it is fair and  
4 reasonable. However, ‘a presumption of fairness exists where: (1) the settlement is  
5 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to  
6 allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
7 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91  
8 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
9 1802. Notwithstanding an initial presumption of fairness, “the court should not give  
10 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
11 116, 130. “Rather, to protect the interests of absent class members, the court must  
12 independently and objectively analyze the evidence and circumstances before it in order  
13 to determine whether the settlement is in the best interests of those whose claims will be  
14 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In  
15 that determination, the court should consider factors such as “the strength of plaintiffs'  
16 case, the risk, expense, complexity and likely duration of further litigation, the risk of  
17 maintaining class action status through trial, the amount offered in settlement, the extent  
18 of discovery completed and stage of the proceedings, the experience and views of  
19 counsel, the presence of a governmental participant, and the reaction of the class  
20 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive,  
21 and the court is free to engage in a balancing and weighing of factors depending on the  
22 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

23 **A. A Presumption of Fairness Exists**

24 The Court preliminarily found in its Order of March 10, 2021, that the  
25 presumption of fairness should be applied. No facts have come to the Court’s attention

1 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a  
2 presumption of fairness as set forth in the preliminary approval order.

3 **B. The Settlement Is Fair, Adequate, and Reasonable**

4 The settlement was preliminarily found to be fair, adequate and reasonable.  
5 Notice has now been given to the Class and the LWDA.

6 The notice process resulted in the following:

7 Number of class members: 182

8 Number of notices mailed: 182

9 Number of undeliverable notices: 1

10 Number of opt-outs: 0

11 Number of objections: 0

12 Number of participating class members: 182

13 (Kruckenberg Decl. ¶¶3-10.)

14 The Court finds that the notice was given as directed and conforms to due process  
15 requirements. Given the reactions of the Class Members and the LWDA to the proposed  
16 settlement and for the reasons set for in the Preliminary Approval order, the settlement is  
17 found to be fair, adequate, and reasonable.

18  
19 **C. CLASS CERTIFICATION IS PROPER**

20 For the reasons set forth in the preliminary approval order certification of the  
21 Class for purposes of settlement is appropriate.

22  
23 **D. ATTORNEY FEES AND COSTS**

24 Class Counsel requests **\$333,333.33** (33%) for attorney fees and **\$31,286.98** for  
25 costs. (Motion ISO Final Approval, 13:5-6; 16:16.)

1 Courts have an independent responsibility to review an attorney fee provision and  
2 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*  
3 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is  
4 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,  
5 503.

6 Plaintiff has agreed to the following fee split: Haines Law Group, APC will  
7 receive 67.5% of any attorneys' fee award and Tojarieh Law, PC will receive 32.5% of  
8 any attorneys' fee award. (Haines Decl. ISO Preliminary Approval, ¶32 and Exhibit 2  
9 thereto.)

10 In the instant case, fees are sought pursuant to the percentage method. (Motion  
11 ISO Final Approval, 13:5-11.) The \$333,333.33 fee request is 33% of the Gross  
12 Settlement Amount.

13 Although in excess of counsel's stated lodestar, the fee award is reasonable  
14 because fees will be paid over time, delaying counsel's payment in this matter. Further, it  
15 appears that the lodestar premium is calculated on the whole, rather than the work by  
16 Haines Law Group. The total \$333,333.33 fee request represents a reasonable percentage  
17 of the total funds paid by Defendant and is consistent with fees awarded in state court in  
18 Los Angeles County for these types of claims. Further, the notice expressly advised class  
19 members of the fee request, and no one objected. (Kruckenberg Decl., ¶10 and Exhibit A  
20 thereto.) Accordingly, the Court awards fees in the amount of **\$333,333.33**.

21 Class Counsel requests \$31,286.98 in costs. This is less than the \$40,000 cap  
22 provided in the settlement agreement (¶5). The amount was disclosed to Class Members  
23 in the Notice, and no objections were received. (Kruckenberg Decl., ¶10 and Exhibit A  
24 thereto.) Class Counsel represent that they have incurred actual costs in the amount of  
25 \$31,286.98 in actual costs. (Haines Decl. ISO Final Approval, ¶20 and Exhibit B

1 thereto.) Costs include, but are not limited to mediation (\$10,000), filing fees/court costs  
2 (\$5,150.26), and expert costs (\$15,503). (*Ibid.*)

3 The costs appear to be reasonable and necessary to the litigation, are reasonable  
4 in amount, and were not objected to by the class.

5 For all of the foregoing reasons, costs of **\$31,286.98** are approved.

6 **E. SERVICE AWARD TO CLASS REPRESENTATIVE**

7 A service (or incentive) fee award to a named class representative must be  
8 supported by evidence that quantifies the time and effort expended by the individual and  
9 a reasoned explanation of financial or other risks undertaken by the class representative.  
10 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;  
11 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395  
12 [“Criteria courts may consider in determining whether to make an incentive award  
13 include: (1) the risk to the class representative in commencing suit, both financial and  
14 otherwise; (2) the notoriety and personal difficulties encountered by the class  
15 representative; (3) the amount of time and effort spent by the class representative; (4) the  
16 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the  
17 class representative as a result of the litigation. (Citations.)”].

18 Here, the Settlement Agreement provides for an enhancement award of \$7,500.  
19 (Settlement Agreement, ¶6.) Plaintiff Weber urges this amount is appropriate because  
20 she spent 25 to 30 hours on matters including, but not limited to meeting with counsel on  
21 numerous occasions and searching for and providing documents. (Weber Decl., ¶7.) In  
22 addition, she notes that she took personal risk in bringing the case, as she could be liable  
23 for Vox’s costs if she did not prevail. (*Id.* at ¶6).

24 Such efforts are standard as to what a class representative would do in bringing  
25 her own case. In light of the above-described contributions to this action, and in

1 acknowledgment of the benefits obtained on behalf of the class, **\$5,000** for a service  
2 award for the named Plaintiff is reasonable and approved.

3 **F. SETTLEMENT ADMINISTRATION COSTS**

4 The Settlement Administrator, Phoenix Settlement Administrators, requests  
5 **\$9,000** in compensation for its work in administering this case. (Kruckenberg Decl.,  
6 ¶13.) At the time of preliminary approval, costs of settlement administration were  
7 estimated at \$10,000. (¶7) Class Members were provided with notice of this amount and  
8 did not object. (Kruckenberg Decl., ¶10 and Exhibit A thereto.)

9 Accordingly, claims administration costs are approved in the amount of **\$9,000**.

10 **IV. CONCLUSION AND ORDER**

11 The Court hereby:

- 12 (1) Grants class certification for purposes of settlement;
- 13 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 14 (3) Awards **\$333,333.33** in attorney fees to Class Counsel to be distributed 67.5% to  
15 Haines Law group, APC and 32.5% to Tojarieh Law, PC. *ML*  
16 <sup>(1)</sup> ~~(4)~~ Awards **\$31,286.98** in litigation costs to Haines Law Group, APC;  
17 ~~(5)~~ Awards **\$5,000** as a Class Representative Service Award;  
18 ~~(6)~~ Awards **\$9,000** in claims administration costs to Phoenix Settlement  
19 Administrators;
- 20 ~~(7)~~ Orders class counsel to provide notice to the class members pursuant to  
21 California Rules of Court, rule 3.771(b) ) and to the LWDA pursuant to Labor  
22 Code §2699 (1)(3); and

23 //

24 //

25 //

1 (8) Sets a Non-Appearance Case Review re: Final Report re: Distribution of  
2 Settlement Funds for 3/21/24, at 8:30 am. Final Report to be filed by  
3 3/14/2024.

4 Dated: 8/25/2021

Maren E. Nelson

MAREN E. NELSON

Judge of the Superior Court