

FILED
Superior Court of California
County of Los Angeles

AUG 24 2021

Sherri R. Carr, Clerk of the Court
Alfredo Morales deputy
ALFREDO MORALES

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

MARK PEREIDA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

MORSCO SUPPLY, LLC, a limited liability
company; EXPRESS PIPE & SUPPLY CO.,
LLC, a limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 20STCV05543

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: August 24, 2021
Time: 11:00 a.m.
Dept.: SSC-7

I. BACKGROUND

This is a wage and hour class action. Defendant distributes commercial and residential plumbing, waterworks, heating, and cooling equipment (HVAC), and pipe, valves and fittings (PVF), with branches and showrooms across the country and Los Angeles County.

1 On February 13, 2020, Plaintiff filed a putative Class Action alleging the
2 following labelled causes of action: (1) Failure to Pay Minimum Wage and Straight Time
3 Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime
4 Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods
5 [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal.
6 Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at Termination [Cal. Lab.
7 Code §§ 201-203]; (6) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab.
8 Code § 226]; and (7) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et
9 seq.]. On March 12, 2020, Plaintiff filed a First Amended Complaint (“FAC”) adding a
10 cause of action for Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.].

11 Counsel represents that the parties conducted discovery and investigation which
12 included analyzing payroll and other data pertaining to Plaintiff and the Settlement Class
13 during the relevant Settlement Period, including but not limited to the numbers of former
14 and current members of each purported subclass within the Settlement Class, average
15 workweeks, and average rate of hourly pay. It is further represented that Defendant also
16 provided documents reflecting its wage and hour policies and practices during the
17 Settlement Period and information regarding the total number of current and former
18 employees in the Settlement Class.

19 On October 21, 2020, the Parties mediated before Lisa Klerman, Esq., and were
20 able to come to a Memorandum of Understanding (“MOU”). Thereafter, the parties
21 singled a long form settlement agreement, a fully executed copy of the which is attached
22 to the Declaration of Scott Leviant (“Leviant Decl.”) ISO Preliminary Approval as
23 Exhibit 1.

24 On February 4, 2021, the Court issued a checklist of items for the parties to
25 address. In response, on February 19, 2021 counsel filed the Supplemental Declaration

1 of Scott Leviant (“Leviant Supp. Decl.”) ISO Preliminary Approval with an Amended
2 Settlement Agreement attached thereto as Exhibit 1.

3 The Court granted preliminary approval of the Amended Settlement Agreement
4 on April 6, 2021. Notice was given to the Class Members as ordered. (See Declaration
5 of Elizabeth Kruckenberg (“Kruckenberg Decl.”).) Now before the Court is Plaintiff’s
6 motion for final approval of the Settlement Agreement, including for payment of fees,
7 costs, and service awards to the named plaintiff.

8 For the reasons set forth below the Court grants final approval of the settlement.

9 **II. THE TERMS OF THE SETTLEMENT**

10 **A. SETTLEMENT CLASS AND RELATED DEFINITIONS**

11 “Class” means all non-exempt employees of Defendant who worked in California
12 during the Class Period, excluding those non-exempt employees that signed severance
13 and release agreements. (Settlement Agreement, ¶2.5)

14 “Class Period” means December 1, 2018 through June 30, 2021 or the date upon
15 which the Court grants Preliminary Approval of this settlement, whichever is sooner.
16 (¶2.11)

17 “PAGA Employee” means Class Members employed during the PAGA Period.
18 PAGA Employees cannot opt out of the settlement. (¶2.34)

19 “PAGA Period” means the period beginning on February 13, 2019 through June
20 30, 2021, or the date upon which the Court grants Preliminary Approval of this
21 Settlement, whichever is sooner. (¶2.38)

22 “Settlement Period” means the period from December 1, 2018 through June 30,
23 2021 or the date upon which the Court grants Preliminary Approval of this settlement,
24 whichever is sooner. (¶2.49)

1 Defendant represents there are approximately 262 Class Members who worked
2 approximately 7,770 pay periods. (¶2.5) If, as of the end of the Class Period, the actual
3 number of Class Members is more than 10% larger than the estimated number of Class
4 Members on October 21, 2020 (which is estimated to be 262 individuals), Defendant will
5 have the option of either: (a) Closing the Class Period on the date the class reaches the
6 10% threshold (26 additional individuals over the 262 estimate, i.e., the date the Class
7 reaches 288 Class Members), or (b) the Gross Settlement Amount shall be increased by
8 one percentage point for each percentage point over the 10% threshold (26 additional
9 individuals over the 262 estimate) that the actual number of Class Members exceeds the
10 estimated number (for example, if the actual number of Class Members is 11% higher
11 than the estimated number at the end of the Class Period, then the Gross Settlement
12 Amount would increase by 1%). (¶2.24)

13 There are 300 Class Members. (Kruckenberg Decl., ¶3.)

14 Defendant represents there are approximately 2,864 PAGA Pay Periods. (¶2.52)

15 The Parties stipulate and agree to the conditional certification of this Action for
16 purposes of this Settlement only. (¶3.1)

17 **B. THE MONETARY TERMS OF SETTLEMENT**

18 The essential monetary terms are as follows:

19 The Gross Settlement Amount (“GSA”) is \$479,166.67. (¶2.24)¹. This includes a
20 PAGA Settlement payment of a PAGA penalty of \$60,000 to be paid 75% to the LWDA
21 (\$45,000) and 25% to the Aggrieved Employees (\$15,000) (¶2.39);

22 The Net Settlement Amount (“Net”) (\$229,944.61) is the GSA less:
23

24 ¹ Pursuant to the Settlement Agreement, if there were more than 262 Class Members, the Gross Settlement would
25 increase accordingly. The total Class Size is 300 therefore the Escalator Clause was triggered. The additional amount
added to the Gross Settlement Amount (\$460,000) is \$19,166.67. The updated Gross Settlement Amount is
\$479,166.67. (Kruckenberg Decl., 12.)

- 1 • Up to **\$159,722.06** (1/3) for attorney's fees (§2.7);
 - 2 • Up to **\$15,000** for attorney's costs (*Ibid.*);
 - 3 • Up to **\$7,500** for a service award to the class representative (§2.13); and
 - 4 • Estimated **\$7,000** for class administration costs (§2.2); and
 - 5 • **\$60,000** allocated as PAGA Penalties. (§2.39)
- 6 • The Employer's Taxes shall be paid separate and apart from the Gross Settlement
 - 7 Amount. (§2.21)
 - 8 • Assuming the Court approves all maximum requested deductions, approximately
 - 9 \$229,944.61 will be available for automatic distribution to participating class
 - 10 members. Therefore, the average settlement share will be approximately
 - 11 \$774.22. ($\$229,944.61 \text{ Net} \div 297 \text{ participating class members} = \774.22). In
 - 12 addition, each class member will receive a portion of the PAGA penalty,
 - 13 estimated to be \$50.16 per PAGA Employee. ($\$15,000 \text{ (25\% of } \$60,000 \text{ PAGA}$
 - 14 $\text{penalty}) \div 299 \text{ PAGA Employees} = \50.16)
 - 15 • There is no Claim Requirement (§2.41).
 - 16 • The settlement is not reversionary (§2.24).
 - 17 • "Individual Settlement Payment" means a Class Member's Total Class Pay
 - 18 Periods multiplied by the Class Pay Period Value (if the Class Member is a
 - 19 Participating Class Member) plus the Class Member's Total PAGA Pay Periods
 - 20 multiplied by the PAGA Pay Period Value (if the Class Member is a PAGA
 - 21 Employee). The Individual Settlement Payment will be reduced by any required
 - 22 legal deductions. (§2.27)
 - 23 ○ "Class Pay Period Value" means the value of each pay period, as
 - 24 determined by the Settlement Administrator, by dividing the Net
 - 25 Settlement Amount (the PAGA Employee Payment to PAGA Employees

1 is separate from the Net Settlement Amount) by the total number of pay
2 periods available to the Participating Class Members during the Class
3 Period. (§2.10)

4 ▪ “Individual Class Pay Periods” means the number of pay periods of
5 employment in California for each Class Member as a non-exempt
6 employee in California of Defendant, at any time in the Class Period.
7 Defendant will calculate the number of pay periods by calculating
8 the number of weeks in which each Participating Class Member was
9 employed and performed any work during the Class Period using
10 each Participating Class Member’s hire date and termination date
11 and/or payroll data. (§2.25)

12 ▪ “Total Class Pay Periods” means the total number of pay periods that
13 all Participating Class Members worked during the Class Period.
14 Any Participating Class Member with less than one complete week
15 of employment will be credited with one workweek. (§2.51)

16 ○ “PAGA Pay Period Value” means the value of each PAGA Pay Period, as
17 determined by the Settlement Administrator, by dividing the PAGA
18 Employee Payment by the Total PAGA Pay Periods. (§2.40)

19 ▪ “Individual PAGA Pay Periods” means the number of pay periods
20 of employment in California for each PAGA Employee as a non-
21 exempt employee in California of Defendant, at any time in the
22 PAGA Period. Defendant will calculate the number of pay periods
23 by calculating the number of weeks in which each PAGA Employee
24 was employed and performed any work during the PAGA Period
25

1 using each PAGA Employee's hire date and termination date and/or
2 payroll data. (§2.26)

3 ■ Total PAGA Pay Periods" means the total number of pay periods
4 that each PAGA Employee worked during the PAGA Period as
5 calculated by Defendant. (§2.52)

6 • Tax Allocation: 40% as wages and 60% as interest and
7 penalties. (§7.3.1)

8 • Uncashed Checks: Any settlement checks that are not claimed or not negotiated
9 within 180 days after distribution by the Settlement Administrator shall be void.
10 Any funds not distributed after the expiration of the settlement checks shall be
11 cancelled and the proceeds shall be sent to the State of California Controller's
12 Office to be held as unclaimed property in the name of the Class Member who is
13 the payee of the check. All settlement checks shall include the date of expiration
14 of on each check. (§4.9.2)

15 • Funding of Settlement Account: Within 10 calendar days after the Effective
16 Date, Defendant shall transfer to the Settlement Administrator an amount equal
17 to the Gross Settlement Amount plus its share of the Employer's Taxes. (§4.9)

18
19 **C. TERMS OF RELEASES**

20 On the later of the Effective Date or the full funding of the Settlement, and to the
21 maximum extent permitted by law, Plaintiff and all Class Members who do not timely
22 and properly opt-out hereby do, and shall be deemed to have fully, finally, and forever
23 released, settled, compromised, relinquished and discharged any and all of the Released
24 Parties of and from all of the following claims, demands, rights, liabilities and causes of
25 action that were asserted in the operative complaint in the Action or that could have been

1 asserted based on the claims and factual allegations in the operative complaint in the
2 Action, excluding the PAGA Claim but including (1) any claims, demands, rights,
3 liabilities and causes of action for damages, interest, attorney's fees and costs, injunctive
4 relief, declaratory relief, restitution, or fraudulent business practices based on unpaid
5 wages (including but not limited to minimum wages, straight time wages, and overtime
6 pay), failure to provide meal periods, failure to permit rest breaks, failure to reimburse
7 business expenses, failure to maintain accurate records; failure to furnish accurate wage
8 statements, and failure to pay all wages during employment and at the time of
9 termination; and (2) any claims, demands, rights, liabilities and causes of action for
10 damages, interest, attorney's fees and costs, injunctive relief, declaratory relief,
11 restitution, or fraudulent business practices under California Labor Code sections 201
12 through 204, 210, 212, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12,
13 1194, 1194.2, 1197, 1197.1, 1198, and related provisions contained in the California
14 Wage Orders; and the California Business and Professions Code predicated on such
15 Labor Code sections and California Wage Orders, including but not limited to Business
16 and Professions Code section 17200 et seq. With respect to the PAGA Claim, all PAGA
17 Employees, regardless of whether they opt-out of the Class Settlement, shall be deemed
18 to have fully, finally, and forever released, settled, compromised, relinquished and
19 discharged any and all of the Released Parties of and from the PAGA Claim based in
20 whole or in part on the factual or legal allegations and/or claims in the Complaint and/or
21 Plaintiff's February 11, 2020 LWDA Letter. All claims set forth in this Paragraph shall
22 be collectively referred to as the "Released Claims" or "Settled Claims." (§5.4)

23 Upon the Court's approval of the PAGA Settlement and this release of PAGA Claims,
24 Plaintiff and the PAGA Employees and all persons purporting to act on the PAGA
25 Employees' behalf or purporting to assert a claim under or through them, hereby do and

1 shall be deemed to have fully, finally, and forever released, settled, compromised,
2 relinquished and discharged any and all of the Released Parties of and from any and all
3 PAGA claims premised in whole or in part on any of the claims set forth in sections 5.4
4 above that arose at any time from February 13, 2019 (collectively, the "PAGA Claims")
5 through June 30, 2021 or the date upon which the Court grants Preliminary Approval of
6 this Settlement, whichever is sooner, to the extent the PAGA claims were alleged in the
7 Second Amended Complaint. The PAGA Employees will be issued a check for their
8 share of the PAGA Employee Payment and will not have the opportunity to opt out of,
9 or object to, the PAGA Settlement and release of the PAGA Claims set forth in this
10 Paragraph. The PAGA Employees are bound by the release of the PAGA Claims
11 regardless of whether they cash their PAGA Payment Check. (§5.4)

12 "Released Claims" or "Settled Claims" mean all disputes, claims, and/or causes of
13 action set forth in Paragraph 5.4. Other than as provided in Paragraph 5.4, it is understood
14 and agreed that this Agreement will not release any person, party or entity from claims,
15 if any, by Class Members for workers' compensation, unemployment, or disability
16 benefits of any nature, nor does it release any claims, actions, or causes of action which
17 may be possessed by Class Members under state or federal discrimination statutes,
18 specifically California Fair Employment and Housing Act ("FEHA"), Cal. Government
19 Code § 12940, et seq.; the Unruh Civil Rights Act, Cal. Civil Code §51, et seq.; the
20 California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et
21 seq.; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.; the
22 Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et
23 seq.; and all of their implementing regulations and interpretive guidelines. (§2.45)

24 "Released Parties" means Defendant Morsco Supply, LLC (d/b/a Express Pipe &
25 Supply Co., LLC) its past or present officers, directors, shareholders, employees, agents,

1 principals, heirs, representatives, accountants, auditors, consultants, insurers and
2 reinsurers, and their respective successors and predecessors in interest, subsidiaries,
3 affiliates, parents and attorneys. (¶2.46)

4 The named Plaintiff will also provide a general release and a waiver of the protections
5 of Cal. Civ. Code §1542. (¶5.8)

6 Upon the Court's entry of its Final Approval Order, all Participating Class Members
7 shall be bound by this Agreement, and the Action and the Settled Claims shall be
8 dismissed with prejudice and released as against the Released Parties to the greatest
9 extent permitted by law. In addition, unless a Class Member effectively opts out of the
10 Settlement, he or she shall be bound by the Court's Order enjoining all Participating Class
11 Members from pursuing or seeking to reopen Released Claims against the Released
12 Parties to the greatest extent permitted by law. Upon the Court's entry of its Final
13 Approval Order and Judgment regarding the PAGA Settlement and the release of the
14 PAGA Claims, all PAGA Employees shall be bound by the release of the PAGA Claims
15 and the PAGA Claims shall be dismissed with prejudice and released as against all the
16 Released Parties to the greatest extent permitted by law. (¶6.4)

17 The Released Claims will be released on the later of the Effective Date or the full
18 funding of the Settlement. (¶5.4)

19 20 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

21 "Before final approval, the court must conduct an inquiry into the fairness of the
22 proposed settlement." Cal. Rules of Court, rule 3.769(g). "If the court approves the
23 settlement agreement after the final approval hearing, the court must make and enter
24 judgment. The judgment must include a provision for the retention of the court's
25 jurisdiction over the parties to enforce the terms of the judgment. The court may not

1 enter an order dismissing the action at the same time as, or after, entry of judgment.”
2 Cal. Rules of Court, rule 3.769(h).

3 As discussed more fully in the Order conditionally approving the settlement, “[i]n
4 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
5 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
6 action. The purpose of the requirement [of court review] is the protection of those class
7 members, including the named plaintiffs, whose rights may not have been given due
8 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
9 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
10 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
11 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
12 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
13 extent necessary to reach a reasoned judgment that the agreement is not the product of
14 fraud or overreaching by, or collusion between, the negotiating parties, and that the
15 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
16 quotation marks omitted].

17 “The burden is on the proponent of the settlement to show that it is fair and
18 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
19 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
20 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
21 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
22 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
23 1802. Notwithstanding an initial presumption of fairness, “the court should not give
24 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
25 116, 130. “Rather, to protect the interests of absent class members, the court must

1 independently and objectively analyze the evidence and circumstances before it in order
2 to determine whether the settlement is in the best interests of those whose claims will be
3 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
4 that determination, the court should consider factors such as “the strength of plaintiffs’
5 case, the risk, expense, complexity and likely duration of further litigation, the risk of
6 maintaining class action status through trial, the amount offered in settlement, the extent
7 of discovery completed and stage of the proceedings, the experience and views of
8 counsel, the presence of a governmental participant, and the reaction of the class
9 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
10 the court is free to engage in a balancing and weighing of factors depending on the
11 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

12
13 **A. A Presumption of Fairness Exists**

14 The Court preliminarily found in its Order of April 6, 2021, that the presumption
15 of fairness should be applied. No facts have come to the Court’s attention that would
16 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption
17 of fairness as set forth in the preliminary approval order.

18
19 **B. The Settlement Is Fair, Adequate, and Reasonable**

20 The settlement was preliminarily found to be fair, adequate and reasonable.
21 Notice has now been given to the Class and the LWDA. ((Exhibit 2 to Leviant Decl. ISO
22 Preliminary Approval.)

23 The notice process resulted in the following:

24 Number of class members: 300

25 Number of notices mailed: 300

1 Number of undeliverable notices: 0

2 Number of opt-outs: 3

3 Number of objections: 0

4 Number of participating class members: 297

5 Number of PAGA Employees: 299

6 (Kruckenberg Decl. ¶¶3-14.)

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

11
12 **C. CLASS CERTIFICATION IS PROPER**

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

15
16 **D. ATTORNEY FEES AND COSTS**

17 Class Counsel requests **\$159,722.06** (33 1/3%) for attorney fees and **\$15,000** for
18 costs. (Motion ISO Final Approval, 17:13-16.)

19 Courts have an independent responsibility to review an attorney fee provision and
20 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
21 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
22 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
23 503.

1 In the instant case, fees are sought pursuant to the percentage method. (Motion
2 ISO Final, pgs. 16-18.) The \$159,722.06 fee request is 33 1/3% of the Gross Settlement
3 Amount.

4 Here, the \$159,722.06 fee request represents a reasonable percentage of the total
5 funds paid by Defendant. Further, the notice expressly advised class members of the fee
6 request, and no one objected. (Kruckenberg Decl., ¶9 and Exhibit A thereto.)

7 Accordingly, the Court awards fees in the amount of **\$159,722.06**.

8 Class Counsel requests \$10,591.75 in costs. This is less than the \$15,000 cap
9 provided in the settlement agreement (¶2.7). The amount was disclosed to Class
10 Members in the Notice, and no objections were received. (Kruckenberg Decl. ¶9 and
11 Exhibit A thereto.) Class Counsel represents that it has incurred actual costs in the
12 amount of \$10,591.75. (Leviant Decl. ISO Final, ¶32 and Exhibit 2 thereto.) The costs
13 include, but are not limited to mediation, filing fees, service costs, and expert costs.
14 (*Ibid.*)

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

17 For all of the foregoing reasons, costs of **\$10,591.75** are approved.

18 19 **E. SERVICE AWARD TO CLASS REPRESENTATIVE**

20 A service (or incentive) fee award to a named class representative must be
21 supported by evidence that quantifies the time and effort expended by the individual and
22 a reasoned explanation of financial or other risks undertaken by the class representative.
23 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
24 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
25 [“Criteria courts may consider in determining whether to make an incentive award

1 include: (1) the risk to the class representative in commencing suit, both financial and
2 otherwise; (2) the notoriety and personal difficulties encountered by the class
3 representative; (3) the amount of time and effort spent by the class representative; (4) the
4 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
5 class representative as a result of the litigation. (Citations.)”].

6 Here, the Settlement Agreement provides for up to **\$7,500** for a service award to
7 the class representative. (Settlement Agreement, ¶2.2.) Mr. Pereida represents that his
8 contributions to this litigation include, but are not limited to, spending at least 35 hours
9 having numerous discussions with counsel, searching for and reviewing documents,
10 identifying witnesses, and reviewing the settlement. (Pereida Decl. ISO Preliminary
11 Approval, ¶¶6-10.)

12 In light of the above-described contributions to this action, and in
13 acknowledgment of the benefits obtained on behalf of the class, a **\$7,500** service award
14 for Plaintiff Pereida is reasonable and approved.

15 **F. SETTLEMENT ADMINISTRATION COSTS**

16 The Settlement Administrator, Phoenix Settlement Administrators, requests
17 **\$7,000** in compensation for its work in administrating this case. At the time of
18 preliminary approval, costs of settlement administration were estimated at \$7,000.
19 (Settlement Agreement, ¶2.2) Class Members were provided with notice of this amount
20 and did not object. (Kruckenberg Decl. ¶9 and Exhibit A thereto.)

21 Accordingly, claims administration costs are approved in the amount of **\$7,000**.

22 **IV. CONCLUSION AND ORDER**

23 The Court hereby:

24 (1) Grants class certification for purposes of settlement;

- 1 (2) Grants final approval of the settlement as fair, adequate, and reasonable
2 contingent upon Defendant timely paying all settlement amounts in full.
3 Specifically, without such payment, the releases herein are null and void;
4 (3) Awards \$159,722.06 in attorney fees to Class Counsel;
5 (4) Awards \$10,591.75 in litigation costs to Class Counsel;
6 (5) Approves payment of \$45,000 (75% of \$60,000 PAGA penalty) to the LWDA;
7 (6) Awards \$7,500 as a Class Representative Service Award;
8 (7) Awards \$7,000 in claims administration costs to Phoenix Settlement
9 Administrators;
10 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
11 and containing the class definition, full release language, and names of the class
12 members who opted out by _____, 2021;
13 (9) Orders class counsel to provide notice to the class members pursuant to
14 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
15 Code §2699 (1)(3); and
16 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
17 Settlement Funds for

18 _____, at 10:00am
19

20 Final Report is to be filed by

21 _____
22

23 Dated: 8-24-21
24

25

Hon. Amy Hogue

Judge of the Superior Court