

**FILED**  
LOS ANGELES SUPERIOR COURT

JAN 27 2022

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

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

MARISSA CARDENAS, individually, and  
on behalf of all others similarly situated,

Plaintiff,

v.

GLOBAL BUILDING SERVICES, INC., a  
California corporation; and DOES 1 through  
10, inclusive,

Defendants.

Case No.: 18STCV07147

ORDER GRANTING MOTION TO SEAL  
AND MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT

Date: January 26, 2022  
Time: 9:00 a.m.  
Dept.: SSC-17

**I. BACKGROUND**

Plaintiff Marissa Cardenas sues her former employer, Defendant Global Building Services, Inc., for alleged wage and hour violations. Defendant provides janitorial services to commercial, industrial, and retail establishments. Plaintiff seeks to

1 represent a class of non-exempt individuals employed by Defendant in California  
2 during the class period.

3       On December 4, 2018, Plaintiff filed a class action complaint alleging the  
4 following causes of action: (1) failure to pay minimum wage and straight time wages  
5 (Labor Code §§ 204, 1194, 1194.2, 1197); (2) failure to pay overtime compensation  
6 (Labor Code §§ 1194, 1198); (3) failure to provide meal periods (Labor Code §§ 226.7,  
7 512); (4) failure to authorize and permit rest breaks (Labor Code § 226.7); (5) failure to  
8 indemnify business expenses (Labor Code § 2802); (6) failure to timely pay final wages  
9 at termination (Labor Code §§ 201-203); (7) failure to provide accurate itemized wage  
10 statements (Labor Code § 226); and (8) unfair business practices (Bus. & Prof. Code §§  
11 17200, *et seq.*). On April 19, 2019, Plaintiff filed a First Amended Complaint adding a  
12 cause of action for civil penalties under the Private Attorneys General Act (“PAGA”)  
13 (Labor Code § 2699, *et seq.*).

14       On January 6, 2021, the parties mediated before Steven Mehta, Esq. and agreed  
15 to the basic terms of settlement. The parties subsequently executed the long-form *Joint*  
16 *Stipulation of Class Action and PAGA Action Settlement and Release* (“Settlement  
17 Agreement”), a copy of which was filed with the Court.

18       On April 13, 2021, the Court issued a “checklist” to the parties pertaining to  
19 deficiencies in Plaintiff’s motion for preliminary approval. In response, the parties filed  
20 further briefing on July 12, 2021, including the Amended Settlement Agreement.

21       The settlement was preliminarily approved on August 2, 2021. Notice was given  
22 to the Class Members as ordered (see Declaration of Taylor Mitzner). Now before the  
23 Court is Plaintiff’s motion for final approval of the Settlement Agreement, including for  
24 payment of fees, costs, and a service award to the named plaintiff. For the reasons set  
25

1 forth below, the Court grants final approval of the settlement and determines attorneys'  
2 fees, costs, and incentive awards. Defendant's sealing motion is also granted.

3  
4 **II. DEFENDANT'S APPLICATION TO FILE UNDER SEAL**

5 Unless confidentiality is required by law, court records are presumed to be open  
6 to the public, pursuant to an "open court" policy undergirded by the First Amendment  
7 and favoring the public nature of court proceedings. (CRC 2.550(c); see also *NBC*  
8 *Subsidiary (KNBC-TV), Inc. v. Superior Court of Los Angeles County (Locke)* (1999)  
9 20 Cal.4th 1178, 1199-1210.) Pleadings, motions, discovery documents, and other  
10 papers may not be filed under seal merely by stipulation of the parties. A prior court  
11 order must be obtained. (CRC § 2.551(a); see also *H.B. Fuller Co. v. Doe* (2007) 151  
12 Cal.App.4th 879, 888.) In order to issue a sealing order, a court must make express  
13 findings that: (1) there exists an overriding interest that overcomes the right of public  
14 access to the record; (2) the overriding interest supports sealing the record; (3) a  
15 substantial probability exists that the overriding interest will be prejudiced if the record  
16 is not sealed; (4) the proposed sealing is narrowly tailored; and (5) no less restrictive  
17 means exist to achieve the overriding interest. (CRC § 2.550(d)(1)-(5), (e); *McGuan v.*  
18 *Endovascular Technologies, Inc.* (2010) 182 Cal.App.4th 974, 988.) The motion must  
19 be supported by a declaration containing facts sufficient to justify the sealing. (CRC §  
20 2551(b)(1).)

21 Defendant moves to seal the Supplemental Declaration of Jess Settem ISO  
22 Prelim, which was signed on July 7, 2021 and lodged conditionally under seal on July  
23 9, 2021 ("July 7, 2021 Supp. Settem Declaration"). The July 7, 2021 Supp. Settem  
24 Declaration discloses information regarding Defendant's financial status, and was  
25 submitted to provide evidence in support of the reasonableness of the agreed upon

1 settlement amount in this case. (See Defendant's Amended and Restated Application to  
2 File Under Seal the Supplemental Decl. of Jess Settem ISO Prelim.) Plaintiff does not  
3 oppose Defendant's request.

4 Defendant's President, Jess Settem, provides a declaration in support of the  
5 motion to seal. (See Declaration of Jess Settem filed December 28, 2021.) Mr. Settem  
6 represents that the July 7, 2021 Supp. Settem Declaration includes confidential  
7 information about Defendant's finances, such as information about its revenues,  
8 expenses and assets, and profit margins. It also includes balance sheet information such  
9 as retained cash assets, retained earnings, cash flow, working capital, and outstanding  
10 debts and liabilities. Mr. Settem states that this information is not public knowledge  
11 and would not have been disclosed if the Court had not asked for it. (*Id.* at ¶3.) Mr.  
12 Settem asserts that the information in the July 7, 2021 Supp. Settem Declaration,  
13 including the financial statement attached as an exhibit, is highly sensitive and  
14 confidential, and making such financial arrangements publicly available would harm  
15 Defendant's business relationships and damage its ability to continue to carry out its  
16 operations. Mr. Settem reiterates that the declaration was only submitted in support of  
17 the Supplemental Motion for Preliminary Approval of the Settlement so that the Court  
18 could assess Defendant's financial situation as it pertained to the settlement and its  
19 approval. (*Id.* at ¶4.)

20 Defendant has demonstrated that it has an overriding interest in protecting the  
21 confidentiality of its financial capabilities, including information regarding Defendant's  
22 finances and its liabilities, that this overriding interest supports sealing the July 7, 2021  
23 Supp. Settem Declaration; and that Defendant could be harmed if information as to its  
24 financial condition were disclosed to the public. Defendant has also demonstrated that  
25 its request is narrowly tailored, as Defendant only seeks to seal portions of the July 7,

1 2021 Supp. Settem Declaration containing specific information as to its financial  
2 condition. Specifically, the portions of the July 7, 2021 Supp. Settem Declaration that  
3 are redacted discuss the assets, debts, cash flow and profits of the business.

4 Furthermore, Defendant only requests the July 7, 2021 Supp. Settem Declaration be  
5 sealed and not any other part of the record, which will remain fully accessible to the  
6 public. Based on Defendant's evidence, the Court is persuaded that no less restrictive  
7 means exists to achieve Defendant's overriding interest in protecting the confidentiality  
8 of its business operations and finances.

9 The Court hereby GRANTS Defendant's motion to seal the July 7, 2021 Supp.  
10 Settem Declaration.

### 11 12 **III. THE TERMS OF THE SETTLEMENT**

#### 13 14 **A. SETTLEMENT CLASS DEFINITION**

15 "Class Member(s)" or "Settlement Class" means: all current and former non-  
16 exempt, hourly-paid employees who worked for Defendant in California at any time  
17 during the Class Period. (§5)

18 "Class Period" means the period between December 4, 2014 through April 30,  
19 2021. (§6)

20 "Participating Class Members" means all Class Members who do not submit  
21 valid and timely Requests for Exclusion. (§29)

22 "PAGA Employee" means all Class Members that worked during the PAGA  
23 Period. It is estimated that there are approximately 2,239 PAGA Employees. (§22)

24 "PAGA Period" means October 25, 2017 through April 30, 2021. (§24)

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

2           The essential monetary terms are as follows:

- 3           • The Class Settlement Amount is **\$1,100,000** (¶9). This includes payment of a  
4           PAGA penalty of **\$100,000** to be paid 75% to the LWDA (\$75,000) and 25% to  
5           PAGA Employees (\$25,000) (¶17).
- 6           ○ There were approximately 3,983 Class Members who collectively worked  
7           from the start of the Class Period to December 31, 2020. If the number of  
8           Class Members in the Class at the time of the Preliminary Approval, is  
9           more than 10% higher than the Class Size as specified above, for each  
10          percent that the actual number of Class Members at the time of  
11          Preliminary Approval is more than 10% higher than the stated final  
12          estimate, the Class Settlement Amount will be increased by One Percent  
13          (1%). The final number of Class Members who collectively worked  
14          during the Class Period [as of the date of execution of the Amended  
15          Settlement Agreement] is approximately 4,239. (¶7)

16          The Net Settlement Amount (“Net”) (**\$575,833.34**) is the GSA less:

- 17          ○ Up to **\$366,666.66** (33 1/3%) for attorney fees (¶2);
- 18          ○ Up to **\$25,000** for attorney costs (*Ibid.*);
- 19          ○ Up to **\$7,500** for a service award to the proposed class representative (¶8);
- 20          and
- 21          ○ Estimated **\$25,000** for settlement administration costs (¶41).
- 22          • Defendant will be separately responsible for any employer payroll taxes required  
23          by law, including the employer FICA, FUTA, and SDI contributions. (¶9)
- 24          • Assuming the Court approves all maximum requested deductions, approximately  
25          \$579,366.94 will be available for automatic distribution to participating class

1 members. The average settlement share will be approximately \$136.70.  
2 (\$579,366.94 Net ÷ 4,238 class members = \$136.70). In addition, each PAGA  
3 Employee will receive a portion of the PAGA penalty, estimated to be \$10.45  
4 per PAGA Employee. (\$25,000 or 25% of \$100,000 PAGA penalty ÷ 2,392  
5 PAGA Employees = \$10.45).

- 6 • There is no Claim Requirement (§48).
- 7 • The settlement is not reversionary (§47).
- 8 • Individual Settlement Share Calculation: Individual Settlement Payments will be  
9 calculated and apportioned from the Net Settlement Amount based on the  
10 number of Workweeks a Class Member worked during the Settlement Class  
11 Period and the number of PAGA Pay Periods worked during the PAGA Period.  
12 Specific Calculations of Individual Settlement Payments will be made as

13 follows: (§53)

- 14 ○ Defendant will calculate the total number of weeks worked by each  
15 Participating Class Member (“Individual Workweeks”) and the total  
16 number of Workweeks worked by all Participating Class Members  
17 (“Class Workweeks”) during the Settlement Class Period. (§53.a)
- 18 ○ To determine each Participating Class Member’s Individual Settlement  
19 Payment, the Settlement Administrator will use the following formula:  
20 Individual Settlement Payment = (Individual Workweeks + Total  
21 Workweeks of Participating Class Members) x Net Settlement Amount.  
22 (§53.b)
- 23 ○ Each PAGA Employee who worked during the PAGA Period is eligible  
24 to receive from the Net Settlement Amount the proportionate amount of  
25 the LWDA Payment not being paid to the LWDA based on the number of

1 Pay Periods worked during the PAGA Period, using a formula  
2 comparable in structure to the formula used for payments to Participating  
3 Class Members. (§53.c)

4 ○ If any Class Member requests to be excluded from the settlement these  
5 funds shall remain part of the Net Settlement Amount and shall  
6 proportionally increase each Participating Class Member's final  
7 Individual Settlement Payment. A Request for Exclusion does not exclude  
8 a PAGA Employee from the Released PAGA Claims and the PAGA  
9 Employee will receive their portion of the LWDA Payment even if he or  
10 she submits a valid Request for Exclusion. (§53.d)

11 ○ Tax Withholdings: 1/3 to wages; 1/3 to interest; 1/3 to penalties (§53.e).

12 ● Funding and Distribution of the Class Settlement Amount: Defendant shall make  
13 the payment of the Class Settlement Amount, plus its employer share of taxes,  
14 within fifteen (15) days after the Effective Date of the Settlement or by April 15,  
15 2022, whichever is the later date. The Class Settlement Amount shall be paid  
16 into a Qualified Settlement Account ("QSF") to be established by the Settlement  
17 Administrator. Within ten (10) calendar days of the funding of the Settlement,  
18 the Settlement Administrator will issue payments in the following Order to: (a)  
19 the LWDA; (b) Plaintiff; (c) Participating Class Members and PAGA  
20 Employees; and (d) Plaintiff's Counsel and the Settlement Administrator. The  
21 Settlement Administrator will issue the payment to itself for Court-approved  
22 services performed in connection with the Settlement. (§44)

23 ● Uncashed Settlement Payment Checks: Any checks issued by the Settlement  
24 Administrator to Participating Class Members will be negotiable for at least one  
25 hundred eighty (180) calendar days. All funds represented by settlement checks



1 returned as undeliverable and those settlement checks remaining un-cashed for  
2 more than one hundred eighty (180) calendar days after issuance shall be  
3 distributed to the Controller of the State of California to be held pursuant to the  
4 Unclaimed Property Law, California Civil Code § 1500, et seq., for the benefit  
5 of those Participating Class Members who did not cash their checks until such  
6 time that they claim their property. (§67)

7  
8 **C. TERMS OF RELEASES**

- 9 • Release by Participating Class Members, PAGA Employees and the State of  
10 California: Any Class Member who does not affirmatively opt out of the  
11 Settlement Agreement by submitting a timely and valid Request for Exclusion  
12 will be bound by all of its terms, including those pertaining to the Released  
13 Claims, as well as any Judgment that may be entered by the Court if it grants  
14 final approval to the Settlement. All PAGA Employees, regardless of whether  
15 they submit a timely and valid Requests for Exclusion from the Settlement Class,  
16 will release the PAGA Released Claims during the PAGA Period. The State of  
17 California and the LWDA will also release the PAGA Released claims to the  
18 extent such a release by way of this Agreement is permitted by law. (§64)
- 19 • Release by Class Members: Upon the later of entry of the Final Approval Order,  
20 or the payment of all sums required under the Settlement Agreement, and except  
21 as to such rights or claims as may be created by the Settlement Agreement, the  
22 Class Members shall fully release and discharge the Released Parties from any  
23 and all Released Claims for the entire Released Claims Period. This release shall  
24 be binding on all Class Members who have not timely submitted a valid and  
25 complete Request for Exclusion, including each of their respective attorneys,

1 agents, spouses, executors, representatives, guardians ad litem, heirs, successors,  
2 and assigns, and shall inure to the benefit of the Released Parties, who shall have  
3 no further or other liability or obligation to any Settlement Class Member with  
4 respect to the Released Claims, except as expressly provided in the Settlement  
5 Agreement. (¶74)

- 6 ○ Class members will release: All claims, rights, demands, liabilities, and  
7 causes of action that were or could have been pleaded based on or arising  
8 from the factual allegations and legal theories set forth in the Complaint  
9 (defined as the operative first amended complaint) and in the PAGA  
10 Notice sent to the LWDA, the Department of Industrial Relations, and  
11 Defendant, including, but not limited to the following claims for relief: (i)  
12 failure to pay all regular wages, minimum wages and overtime wages due;  
13 (ii) failure to provide meal periods or compensation in lieu thereof; (iii)  
14 failure to provide rest periods or compensation in lieu thereof; (iv) failure  
15 to reimburse necessary business expenses; (v) failure to provide complete,  
16 accurate wage statements; (vi) failure to timely pay wages during  
17 employment and at the time of termination or resignation; (vii) unfair  
18 business practices under Business and Professions Code section 17200, et  
19 seq. that could have been premised on the legal theories of relief  
20 described above or pleaded in the Complaint; (viii) failure to maintain  
21 records; and, (ix) all claims within the Released PAGA Claims Period  
22 under the California Labor Code Private Attorneys General Act of 2004  
23 stated in the PAGA Notice, whether explicitly or by implication, based  
24 upon the allegations stated in the PAGA Notice, and that could have been  
25 premised on the facts or legal theories in the PAGA Notice (“Released

1 Claims”). This release shall expressly exclude all claims for vested  
2 benefits, wrongful termination, unemployment insurance, disability,  
3 social security, workers’ compensation claims, employee claims while  
4 classified as exempt, and claims outside of the Class Period. (¶30)

5 ○ “Complaint” means the First Amended Complaint filed March 25, 2019,  
6 which is the operative complaint in the Action. (¶10)

7 ○ “PAGA Notice” means the October 25, 2018 Notice Letter of Marissa  
8 Cardenas on behalf of herself and Aggrieved Employees under California  
9 Labor Code Sections 2699.3, 226.3, 558, 1197.1, and 2699, attached as  
10 Exhibit B to the Settlement Agreement. (¶23)

11 ○ “Released Claims Period” means the December 4, 2014 through April 30,  
12 2021. (¶34)

13 ● Release by PAGA Employees: Upon the later of entry of the Final Approval  
14 Order, or the payment of all sums required under the Settlement Agreement, and  
15 except as to such rights or claims as may be created by the Settlement  
16 Agreement, Plaintiff and the PAGA Employees, the LWDA, and the State of  
17 California, to the fullest extent permitted by law by way of this Agreement, shall  
18 fully release and discharge the Released Parties from any and all Released  
19 PAGA Claims for the entire Released PAGA Claims Period. This release shall  
20 be binding on all PAGA Employees regardless if they submitted a valid and  
21 complete Request for Exclusion. (¶75)

22 ○ “Released PAGA Claims” means all claims asserted through California  
23 Labor Code §§ 2698, et seq., that arise out of the claims asserted in the  
24 PAGA Notice (Exhibit B). (¶35)

1           ○ “Released PAGA Claims Period” means the period from October 25,  
2           2017 through April 30, 2021. (¶36)

3           ● “Released Parties” means Defendant and Related Entities, and their officers and  
4           directors, and any of their former and present parents, subsidiaries, affiliates,  
5           divisions, corporations in common control, predecessors, successors, members,  
6           and assigns, as well as all past and present officers, directors, employees,  
7           partners, shareholders and agents, attorneys, insurers, and any other successors,  
8           assigns, or legal representatives, if any. (¶37)

9           ○ “Related Entities” means GLOBAL BUILDING SERVICES, INC., and  
10           its officers, directors, and any of its former and present parents,  
11           subsidiaries, affiliates, divisions, corporations in common control,  
12           predecessors, successors, members, and assigns, as well as all past and  
13           present officers, directors, employees, partners, shareholders and agents,  
14           attorneys, insurers, and any other successors, assigns, or legal  
15           representatives, if any. (¶32)

16           ● The named Plaintiff will also provide a general release and a waiver of the  
17           protections of Cal. Civ. Code §1542. (¶76)  
18           ● The releases are effective upon the later of entry of the Final Approval Order, or  
19           the payment of all sums required under the Settlement Agreement. (¶¶ 74-75)  
20

#### 21 **IV. ANALYSIS OF SETTLEMENT AGREEMENT**

22           “Before final approval, the court must conduct an inquiry into the fairness of the  
23           proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the  
24           settlement agreement after the final approval hearing, the court must make and enter  
25           judgment. The judgment must include a provision for the retention of the court's

1 jurisdiction over the parties to enforce the terms of the judgment. The court may not  
2 enter an order dismissing the action at the same time as, or after, entry of judgment.”  
3 Cal. Rules of Court, rule 3.769(h).

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

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

1 116, 130. “Rather, to protect the interests of absent class members, the court must  
2 independently and objectively analyze the evidence and circumstances before it in order  
3 to determine whether the settlement is in the best interests of those whose claims will be  
4 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In  
5 that determination, the court should consider factors such as “the strength of plaintiffs’  
6 case, the risk, expense, complexity and likely duration of further litigation, the risk of  
7 maintaining class action status through trial, the amount offered in settlement, the extent  
8 of discovery completed and stage of the proceedings, the experience and views of  
9 counsel, the presence of a governmental participant, and the reaction of the class  
10 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and  
11 the court is free to engage in a balancing and weighing of factors depending on the  
12 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

13 **A. A PRESUMPTION OF FAIRNESS EXISTS**

14 The Court preliminarily found in its Order of August 2, 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 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

19 The settlement was preliminarily found to be fair, adequate and reasonable.  
20 Notice has now been given to the Class and the LWDA. The notice process resulted in  
21 the following:

- 22 Number of class members: 4,238
- 23 Number of notices mailed: 4,238
- 24 Number of undeliverable notices: 172
- 25 Number of opt-outs: 0

1           Number of objections: 0

2           Number of participating class members: **4,238**

3 (Declaration of Taylor Mitzner (“Mitzner Decl.”) ¶¶ 3-10.)

4           There are a significant number of undeliverable notices. However, the class  
5 members are represented to be somewhat transient. A “skip trace” was performed to  
6 attempt to forward notices. (Id.) In these circumstances the notice given is the best  
7 practicable in the circumstances. The Court finds that the notice was given as directed  
8 and conforms to due process requirements.

9           Given the reactions of the Class Members and the LWDA to the proposed  
10 settlement and for the reasons set for in the Preliminary Approval order, the settlement is  
11 found to be fair, adequate, and reasonable.

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           **D. ATTORNEY FEES AND COSTS**

16           Class Counsel requests **\$366,666.66** (33 1/3%) for attorney fees and **\$21,466.40**  
17 for costs. (Declaration of H. Scott Leviant (“Leviant Decl.”) ISO Final ¶32.)

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

23           In the instant case, fees are sought pursuant to the percentage method. (MFA at  
24 pgs. 17-19.) The \$366,666.66 fee request is one-third of the Class Settlement Amount.

1 Here, the **\$366,666.66** fee request represents a reasonable percentage of the total  
2 funds paid by Defendant. Further, the notice expressly advised class members of the fee  
3 request, and no one objected. (Mitzner Decl. ¶9, Exhibit A thereto.) Accordingly, the  
4 Court awards fees in the amount of **\$366,666.66**.

5 Class Counsel requests **\$21,466.40** in costs. This is less than the \$25,000 cap  
6 provided in the settlement agreement (¶2). The amount was disclosed to Class Members  
7 in the Notice, and no objections were received. (Mitzner Decl. ¶9, Exhibit A thereto.)  
8 Costs include: Mediation (\$13,750), Berger Consulting – Data Analysis (\$3,415), and  
9 Case Anywhere (\$1,554). (Leviant Decl. ISO Final, Exhibit 2.)

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

12 For all of the foregoing reasons, costs of **\$21,466.40** are approved.

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

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



1 Here, the Class Representative, Marissa Cardenas, seeks an enhancement award  
2 of **\$7,500**. (Leviant Decl. ISO Final ¶33.) She represents that her contributions to the  
3 action include: reviewing and providing documents to her counsel, explaining the  
4 documents and related facts to her counsel, identifying potential witnesses, discussing  
5 strategy with her counsel, and reviewing the Settlement Agreement. She estimates  
6 spending approximately 35-40 hours on the case. (Declaration of Marissa Cardenas ISO  
7 Final ¶¶ 8-13.) She also asserts that she took a risk of finding future employment as a  
8 result of suing her employer, although she also does not show that this occurred. (*Id.* at  
9 ¶7.)

10 In light of the above-described contributions to this action, and in  
11 acknowledgment of the benefits obtained on behalf of the class, a reduced service award  
12 in the amount of **\$5,000** is reasonable and approved.

#### 13 F. SETTLEMENT ADMINISTRATION COSTS

14 The Settlement Administrator, Phoenix Settlement Administrators, requests  
15 **\$25,000** in compensation for its work in administrating this case. (Mitzner Decl. ¶13.)  
16 At the time of preliminary approval, costs of settlement administration were estimated at  
17 \$25,000 (¶41). Class Members were provided with notice of this amount and did not  
18 object. (Mitzner Decl. ¶9, Exhibit A thereto.)

19 Accordingly, settlement administration costs are approved in the amount of  
20 **\$25,000**.

#### 22 V. CONCLUSION AND ORDER

23 As to the motion for final approval, the Court hereby:

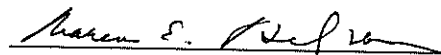
- 24 (1) Grants class certification for purposes of settlement;  
25 (2) Grants final approval of the settlement as fair, adequate, and reasonable;

- 1 (3) Awards **\$366,666.66** in attorney fees to Class Counsel, Moon & Yang, APC;  
2 (4) Awards **\$21,466.40** in litigation costs to Class Counsel;  
3 (5) Approves payment of **\$75,000** (75% of \$100,000 PAGA penalty) to the LWDA;  
4 (6) Awards **\$5,000** as a Class Representative Service Award to Marissa Cardenas;  
5 (7) Awards **\$25,000** in settlement administration costs to Phoenix Settlement  
6 Administrators;  
7 (8) Orders class counsel to provide notice to the class members pursuant to  
8 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor  
9 Code §2699 (l)(3); and  
10 (9) Sets a Non-Appearance Case Review re: Final Report re: Distribution of  
11 Settlement Funds for December 16, 2022 at 8:30 a.m. Final Report is to be filed  
12 five court days in advance.

13 As to the sealing motion, the Court hereby grants Defendant's application to seal  
14 Mr. Settem's July 7, 2021 Supplemental Declaration based on the findings made herein.

15  
16  
17 Dated:

*01/27/2022*



MAREN E. NELSON

Judge of the Superior Court