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Superior Court of California
County of Los Angeles

JUL 30 2019

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Navarro, Deputy

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

SARAHÍ LOPEZ, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

KING TACO RESTAURANT, INC., a
corporation, and DOES 1 through 30, inclusive,

Defendants.

Case No.: BC664175

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Dept.: SSC-17
Date: July 30, 2019
Time: 9:00 a.m.

I. BACKGROUND

Plaintiff Sarahi Lopez sues her former employer, Defendant King Taco Restaurant, Inc.,
for alleged wage and hour violations. Defendant owns and operates a Mexican fast food
restaurant chain with numerous locations throughout Los Angeles County. Plaintiff seeks to

1 represent a class of Defendant's current and former non-exempt employees who attended King
2 Taco's off-site training sessions but allege they were not paid for same. Thus, all employees
3 suffered the same alleged monetary injury.

4 Plaintiff filed her initial class action complaint on June 7, 2017. The operative First
5 Amended Complaint ("FAC"), filed on June 5, 2018, asserts the following causes of action: (1)
6 Failure to Pay Minimum Wages; (2) Failure to Reimburse Business Expenses; (3) Failure to
7 Provide Accurate Wage Statements; (4) Violation of Business & Professions Code §17200; and
8 (5) PAGA.

9 Following the exchange of documents, the Parties engaged in direct negotiations, and
10 ultimately agreed to terms of settlement. The parties subsequently executed a long-form
11 *Stipulation and Agreement to Settle Class Action* ("Settlement Agreement"), a copy of which
12 was filed with the Court.

13 On February 28, 2019, following supplemental briefing and revisions to the Settlement,
14 the Court granted preliminary approval to the Settlement Agreement, as amended.

15 Now before the Court is Plaintiffs' motion for final approval of the Settlement.

17 **II. DISCUSSION**

18 **A. SETTLEMENT CLASS DEFINITION**

19 "Settlement Class" or "Settlement Class Members" means all persons who are or were
20 previously employed (1) in California; (2) by King Taco (3) in a non-exempt position; (4) at any
21 point during the Class Period; (5) who attended King Taco's off-site training; and (6) who have
22 not previously released their claims as asserted in the Lawsuit. (Amended Settlement Agreement
23 ¶I.Q)

- 24 • The Parties stipulate to class certification for settlement purposes only. (¶6.1.1)
- 25 • The Class Period is any time between June 7, 2013 and August 29, 2018. (¶I.B)

- There are 549 putative Class Members. (Declaration of Elizabeth Kruckenberg ¶3.) Class Counsel represents that Defendant entered into individual settlements with the vast majority of current employees pursuant to *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796. Thus, the individuals eligible to participate in this Settlement are primarily Defendant's former employees. (Supplemental Brief ISO Prelim at 2:10-17.)

B. TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Settlement Sum ("Gross") is **\$307,500, non-reversionary.** (¶III.F.1.)
 - Escalator: If the class membership exceeds the 558-member estimate represented by Defendant by 5% or more, then the Parties understand and agree that the gross settlement amount shall be increased proportionately by the same percentage. If the class membership is 10% greater than the 558-member estimate, then Plaintiff may at her option rescind this settlement agreement. (¶IV.D.3)
- The Net Settlement Sum ("Net") (**\$146,183.50**) is the Settlement Sum minus:
 - Up to **\$102,500** (33 and 1/3%) for attorney fees (¶III.F.3);
 - Up to **\$15,000** for attorney costs (*Ibid.*);
 - Up to **\$10,000** for a service award to the class representative (¶III.F.4);
 - Up to **\$13,000** for claims administration costs (¶III.F.2);
 - Payment of **\$18,750** (75% of \$25,000 PAGA penalty) to the LWDA (¶6.2); and
 - Estimated **\$2,066.50** for Defendant's share of payroll taxes. (¶III.F.5; Kruckenberg Decl. ¶.)
- There is no claims process. Class members will receive a settlement payment unless they opt-out.

- 1 • Class Members will have 60 days from the initial mailing of the notice to submit opt-outs
2 or written objections. (§§ III.C.1, III.D.) Even if a Class Member does not submit a
3 written objection, he or she may still appear at the Final Approval Hearing to orally
4 present any objections to the Court. (§III.D)
 - 5 ○ If 5% or more of Class Members submit valid requests for exclusion Defendant
6 has the right to nullify the Settlement. (§IV.D.2)
- 7 • Calculation of Individual Payment Amounts and Recovery. The Class Member
8 Settlement Fund shall be equally allocated between Settlement Class Members. The
9 Settlement Administrator shall compute the Recovery for each Settlement Class Member
10 so that the sum of all Settlement Class Members' Individual Payment Amounts equals the
11 amount of the Class Member Settlement Fund. Prior to distribution of the settlement
12 checks, the Individual Payment Amounts based on equal amounts attributed to any
13 Settlement Class Members who timely Request Exclusion from the Class in accordance
14 with Section III(C)(1), will be allocated equally to the Settlement Class Members who do
15 not timely Request Exclusion from the Class. The Settlement Administrator shall
16 therefore compute the value of the Recovery by dividing the amount of the Class Member
17 Settlement Fund by the total number of Settlement Class Members who did not timely
18 Request Exclusion from the Class. (§III.F.10) The Court finds that this manner of
19 distribution is appropriate in light of the claimed injury.
 - 20 ○ Tax Allocation. Individual Payment Amounts will be allocated as follows: 10% as
21 wages, 90% as penalties and interest. (§III.F.5)
- 22 • Uncashed Check Handling. To the extent there are any payments made to Settlement
23 Class Members that remain uncashed 180 days after mailing, all such uncashed payments
24 and interest from the date of entry of judgment shall be paid to the Legal Aid Society
25 Employment Law Center (Legal Aid at Work), subject to Court approval. (§III.F.7)

1 Pursuant to CCP §384, the Class Administrator is ordered to submit a report to the court
2 stating the total amount that was actually paid to the Class Members 30 days after the
3 date 180 days from the initial mailing. After the report is received, the court shall amend
4 the judgment to direct the Claims Administrator to pay the sum of the unpaid residue or
5 unclaimed or abandoned class member funds, plus any interest that has accrued thereon,
6 to the Legal Aid Employment Law Section. (§III.F.7)

- 7 o Class Counsel represents that neither he, nor anyone in his office has any interest
8 or involvement with the Legal Aid Employment Law Section. (Supplemental
9 Declaration of Edward Choi ISO Prelim ¶4.)
- 10 o Defense Counsel, Pillsbury Winthrop Shaw Pittman, LLC (“Pillsbury”),
11 represents that Pillsbury makes an annual contribution of between \$25,000 and
12 \$35,000 to Legal Aid at Work and that an attorney for Pillsbury previously served
13 as a Director for Legal Aid at Work. (Declaration of Paula M. Weber ¶4.)
- 14 • The cashing of the settlement check by the Settlement Class Member shall be deemed to
15 be an opt-in for purposes of FLSA claims referred to in the Released Claims. The
16 Settlement Administrator shall include a legend on the settlement check stating “By
17 cashing this check, I am opting into *Sarahi Lopez, Individually and on behalf of all others*
18 *similarly situated v. King Taco Restaurant, Inc.*, Case No. BC664175 under FLSA, 29
19 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement
20 Agreement.” (§III.F.13)
- 21 • Phoenix Settlement Administrators, Inc., will perform settlement administration. (§I.P)
- 22 • The proposed Settlement Agreement was submitted to the LWDA on December 20,
23 2018. (Supplemental Declaration of Edward W. Choi ISO Prelim at Ex. A.)
- 24 • Notice of Final Judgment will be posted on the claim administrator’s website. (Supp.
25 Brief ISO Prelim at 4:7.)

- Release of Claims by Class Members. Each Settlement Class Member who does not submit a timely and valid Request for Exclusion shall release and discharge Defendant and Released Parties from any and all Released Claims that accrued during the Class Period. Subject to the approval of the Court, in consideration of the benefits provided in this Settlement Agreement, and without any admission of liability or wrongdoing whatsoever by Defendant, upon entry of the Judgment and Final Order Plaintiff and each and every Settlement Class Member who does not submit a valid and timely Request for Exclusion shall be deemed to have, by operation of the Judgment and Final Order, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all Released Claims whether known or unknown. With respect to any FLSA claims, by cashing the settlement check referred to in Section III(E)(12), a Settlement Class Member shall be deemed to have opted-in and to have, and by operation of the Judgment and Final Order shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all FLSA claims that accrued during the Class Period. Plaintiff, the Settlement Class, and each and every Settlement Class Member who does not submit a timely Request for Exclusion from the Class in accordance with Section III(C)(1) shall be deemed to have acknowledged and agreed that: their claims for failure to pay minimum wages in violation of Labor Code sections 1194 and 1197; failure to reimburse business expenses in violation of Labor Code section 2802; failure to provide accurate wage statements in violation of Labor Code section 226; violation of Business & Professions code section 17200; and penalties pursuant to the California Private Attorney General Act (“PAGA”), Labor Code section 2699, et seq. and any other claims asserted in the Litigation are disputed; and (2) the payments set forth in Section III(F)(5) above constitute full payment of any amounts allegedly due to them. In light of the payment by Defendant of all

1 amounts due to it, Plaintiff, the Settlement Class, and each and every Settlement Class
2 Member who does not submit a timely Request for Exclusion from the Class in
3 accordance with Section III(C)(1) shall be deemed to have acknowledged and agreed that
4 California Labor Code section 206.5 is not applicable to the Parties hereto. (§V)

- 5 ○ “Released Claims” means any and all federal, state and local demands, rights,
6 liabilities, claims and/or causes of action, known or unknown, that were or could
7 have been pleaded based upon the factual allegations set forth in the Complaint
8 filed in this Lawsuit that were asserted or could have been asserted based on the
9 same subject-matter and arising any time during the Class Period, including
10 without limitation to claims for (1) Failure to pay minimum wages in violation of
11 Labor Code sections 1194 and 1197; (2) Failure to reimburse business expenses
12 in violation of Labor Code section 2802; (3) Failure to provide accurate wage
13 statements in violation of Labor Code section 226; (4) Violation of Business &
14 Professions code section 17200; and (5) penalties pursuant to the California
15 Private Attorney General Act (“PAGA”), Labor Code section 2699, et seq.

16 (§I.M)

- 17 ○ “Released Parties” means Defendant and its past and present parents, subsidiaries
18 and affiliates, and their respective present and former officers, directors,
19 stockholders, agents, employees, insurers, co-insurers, reinsurers, attorneys,
20 accountants, auditors, advisors, representatives, consultants, pension and welfare
21 benefit plans, plan fiduciaries, administrators, trustees, partners, predecessors,
22 successors and assigns. (§I.N)

- 23 ○ Named Plaintiff will additionally provide a general release and §1542 waiver.

24 (§V)

25 //

1 **C. ANALYSIS OF SETTLEMENT AGREEMENT**

2 **1. Standards for Final Fairness Determination**

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

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

21 “The burden is on the proponent of the settlement to show that it is fair and reasonable.
22 However ‘a presumption of fairness exists where: (1) the settlement is reached through arm's-
23 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
24 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
25 objectors is small.’” (See *Wershba, supra*, 91 Cal.App.4th at pg. 245 [citing *Dunk v. Ford Motor*

1 Co. (1996) 48 Cal.App.4th 1794, 1802. (“*Dunk*”)].) Notwithstanding an initial presumption of
2 fairness, “the court should not give rubber-stamp approval.” (See *Kullar v. Foot Locker Retail,*
3 *Inc.* (2008) 168 Cal.App.4th 116, 130 (“*Kullar*”).) “Rather, to protect the interests of absent
4 class members, the court must independently and objectively analyze the evidence and
5 circumstances before it in order to determine whether the settlement is in the best interests of
6 those whose claims will be extinguished.” (*Ibid.*) In that determination, the court should
7 consider factors such as “the strength of plaintiffs’ case, the risk, expense, complexity and likely
8 duration of further litigation, the risk of maintaining class action status through trial, the amount
9 offered in settlement, the extent of discovery completed and stage of the proceedings, the
10 experience and views of counsel, the presence of a governmental participant, and the reaction of
11 the class members to the proposed settlement.” (*Id.* at 128.) “Th[is] list of factors is not
12 exclusive and the court is free to engage in a balancing and weighing of factors depending on the
13 circumstances of each case.” (*Wershba supra*, 91 Cal.App.4th at pg. 245.)

14 Nevertheless, “[a] settlement need not obtain 100 percent of the damages sought in order
15 to be fair and reasonable. Compromise is inherent and necessary in the settlement process.
16 Thus, even if ‘the relief afforded by the proposed settlement is substantially narrower than it
17 would be if the suits were to be successfully litigated,’ this is no bar to a class settlement
18 because ‘the public interest may indeed be served by a voluntary settlement in which each side
19 gives ground in the interest of avoiding litigation.’” (*Wershba, supra*, 91 Cal.App.4th at pg.
20 250.)

21 **2. Does a presumption of fairness exist?**

- 22 a. Was the settlement reached through arm’s-length bargaining? Yes. Class
23 Counsel represents that, following the receipt, review, and analysis of payroll
24 data for the class, the Parties engaged in direct negotiations, which included
25 numerous telephonic conferences, offers, and counter-offers. (Declaration of

1 Larry W. Lee ISO Prelim ¶¶5-7.) Following negotiations, Class Counsel
2 represents that the parties reached agreement regarding terms of settlement. (*Id.*
3 at ¶9.)

4 b. Were investigation and discovery sufficient to allow counsel and the court to act
5 intelligently? Yes. Class Counsel represents that Plaintiff issued formal

6 discovery in the form of Special Interrogatories and Requests for Production
7 upon Defendant seeking information relating to class certification, as well as the
8 documents related to Defendant's policies and practices as to the alleged claims.

9 In response, Class Counsel represents that Defendant produced a significant
10 number of documents. (*Id.* at ¶4.) Following an agreement among the parties to
11 attempt a class-wide resolution of claims, Defendant provided Plaintiff with
12 payroll data for the entire class, for purposes of creating a damages model. (*Id.* at
13 ¶6.)

14 c. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in
15 class action litigation, including wage and hour class actions. (*Id.* at ¶¶ 18-20;
16 Declaration of Dennis Hyun ISO Prelim ¶¶3-6.)

17 d. What percentage of the class has objected? Zero. (Kruckenberg Decl. ¶9.)

18 CONCLUSION: The settlement is entitled to a presumption of fairness.

19 **2. Is the settlement fair, adequate, and reasonable?**

20 a. Strength of Plaintiff's case. "The most important factor is the strength of the case
21 for plaintiff on the merits, balanced against the amount offered in settlement."
22 (*Kullar, supra*, 168 Cal.App.4th at pg. 130.)

23 Here, Class Counsel represents that, prior to entering into settlement,
24 Plaintiff was provided with the class data of formerly employed individuals who
25 did not sign *Pick-up Stix* releases. Based on the data provided, Class Counsel

performed a maximum damage calculation for Defendant on the alleged claims.

The conclusions of this analysis are summarized in the table below.

Violation	Maximum Exposure
Unpaid Minimum/Overtime Wages	\$21,703.84
Failure to Indemnify Business Expenditures	\$8,547.00
Wage Statement Violations	\$10,850.00
Waiting Time Penalties	\$1,154,601.60
PAGA Penalties	\$10,850.00
Labor Code 226.3 PAGA Penalties	\$54,250.00
Total	\$1,260,802.44

(Supplemental Declaration of Edward W. Choi ISO Prelim ¶3.)

In total, Class Counsel estimated Defendant's maximum exposure at \$1,260,802.44. Class Counsel obtained a gross settlement valued at \$307,500, which is 24% of Defendant's maximum exposure. Given the uncertain outcomes, this percentage is within the "ballpark of reasonableness."

- b. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.
- c. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (*Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on

certification if the court subsequently discovers that the propriety of a class action is not appropriate.”].)

- d. Amount offered in settlement. As indicated above, the Settlement Sum is \$307,500. If the Court approves the maximum requested deductions, approximately \$156,727.47 will be available for automatic distribution to participating class members. Each Class Member will receive an equal settlement share (See Settlement Agreement ¶III.F.10), amounting to approximately \$285.48 [$\$156,727.47 \text{ Net} \div 549 \text{ class members} = \285.48].
- e. Extent of discovery completed and stage of the proceedings. As discussed above, at the time of the settlement, the parties had conducted extensive discovery.
- f. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour cases. Class Counsel believes that the settlement is fair, reasonable and adequate for each participating Class Member. (Motion ISO Final at 2:14-16.)
- g. Presence of a governmental participant. This factor is not applicable here.
- h. Reaction of the class members to the proposed settlement.

Number of class members:	549
Number of notices mailed:	549
Number of undeliverable notices:	37
Number of opt-outs:	0
Number of objections:	0
Number of participating class members:	549

(Kruckenberg Decl. ¶¶ 3-9.)

1 **CONCLUSION:** The settlement can be deemed “fair, adequate, and reasonable.”

2 Although there are a significant number of undeliverable notices, adequate steps were taken to
3 give notice of this action in the best manner practicable, including use of the NCOA database
4 and skip tracing through TransUnionTLOxp (Kruckenberg Dec. ¶¶ 4-7). The Court finds notice
5 was adequate and conforms to due process requirements.

6
7 **D. ATTORNEY FEES AND COSTS**

8 Class Counsel requests **\$102,500** for attorney fees and **\$4,456.03** for costs. (Motion ISO
9 Final at 19:23-24.) These amounts were disclosed to Class Members in the Notice and no class
10 member objected. (Kruckenberg Decl. ¶9 and Ex. A.)

11 In determining the appropriate amount of a fee award, courts may use the lodestar
12 method, applying a multiplier where appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22
13 Cal.4th 1084, 1095-96.) A percentage calculation is permitted in common fund cases. (*Laffitte v.*
14 *Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503.) Despite any agreement by the parties to the
15 contrary, courts have an independent responsibility to review an attorney fee provision and
16 award only what it determines is reasonable. (*Garabedian v. Los Angeles Cellular Telephone*
17 *Company* (2004) 118 Cal.App.4th 123, 128.)

18 In the instant case, fees are sought pursuant to the percentage method. (Motion ISO Final
19 at 19:27-28.) The \$102,500 fee request is 33.33% of the Gross Settlement Amount, which is
20 average. (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 [“Empirical
21 studies show that, regardless whether the percentage method or the lodestar method is used, fee
22 awards in class actions average around one-third of the recovery.”].)

23 Here, the \$102,500 fee request represents a reasonable percentage of the total funds paid
24 by Defendant. Further, the notice expressly advised class members of the fee request and no
25

1 class members objected. (Kruckenberg Decl. ¶9 and Ex. A.) Accordingly, the Court awards fees
2 in the amount of **\$102,500**.

3 Class Counsel have agreed, and Plaintiff has consented, to the following fee splitting
4 agreement: 1/3 to Diversity Law Group; 1/3 to the Law Offices of Choi & Associates; and 1/3 to
5 Hyun Legal. (Supp. Choi Decl. ISO Prelim ¶5.)

6 As for costs, Class Counsel requests \$4,456.03, which is less than the \$15,000 cap
7 provided in the Settlement Agreement. (¶III.F.3) To date, Class Counsel has incurred actual
8 costs in the amount of \$4,156.03 and anticipates incurring an additional \$300 in costs to bring
9 the case to a close. (Declaration of Edward Choi ISO Final ¶7 and Ex. B [\$989.15 actual + \$300
10 anticipated = \$1,289.15]; Declaration of Larry W. Lee ISO Final ¶14 and Ex. B [\$3,166.88
11 actual].) The costs to date include court fees (\$2,100.40), travel (\$510.90), and Case Anywhere
12 (\$758.40). (*Ibid.*)

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

15 For all of the foregoing reasons, costs of **\$4,456.03** are approved.

16
17 **E. INCENTIVE AWARD TO CLASS REPRESENTATIVE**

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

1 representative; (4) the duration of the litigation and; (5) the personal benefit (or lack thereof)
2 enjoyed by the class representative as a result of the litigation. (Citations.)”].)

3 Here, the named plaintiff, Sarahi Lopez requests **\$10,000** as a Class Representative
4 Service Award. (Motion ISO Final at 17:13-16.)

5 Plaintiff Lopez was previously employed by Defendant as a non-exempt employee in one
6 of Defendant’s retail stores. (Declaration of Sarahi Lopez ¶2.) Plaintiff represents that she
7 contributed to this action by regularly conferring with Class Counsel, both prior to and after the
8 filing of the lawsuit; and providing relevant documents and other information to Class Counsel.
9 (*Id.* at ¶¶ 5-6.) She also represents that she undertook the risk of an adverse judgment and the
10 costs associated with same and that future employers could consider her acts in this case in
11 considering her for employment. (*Id.* at ¶¶8-9.)

12 The Court ~~assumes~~ ^{confirmed at hearing} that Ms. Lopez’s fee arrangements made her personally responsible
13 for all potential costs in this action, rather than her counsel. The Court also ~~assumes~~ ^{confirmed} that Ms.
14 Lopez has not suffered any adverse consequences in filing this action in terms of her ability to
15 find employment, ~~as none is mentioned~~. In light of the fairly minimal contribution described
16 above and the length of time this case has been pending (approximately two years), but also
17 recognizing the benefits secured on behalf of class members and the personal risks taken by Ms.
18 Lopez, a reduced service award of \$5,000 award for Ms. Lopez appears to be reasonable
19 inducement for Plaintiff’s participation in this case. Accordingly, a Service Award in the
20 amount of **\$5,000** is approved.

21
22 **F. CLAIMS ADMINISTRATION COSTS**

23 Claims administrator, Phoenix Settlement Administrators, Inc., requests **\$13,000** in
24 compensation for their work in administrating this case. (Kruckenberg Decl., ¶12.) At the time
25 of preliminary approval, costs for settlement administration were estimated at \$13,000.

(¶III.F.2) This amount was also disclosed to class members and deemed unobjectionable.
(Kruckenberg Decl. ¶9 and Ex. A.) Accordingly, claims administration costs are approved in
the amount of **\$13,000**.

III. CONCLUSION AND ORDER

The Court hereby:

- (1) Grants class certification for purposes of settlement;
 - (2) Grants final approval of the settlement as fair, adequate, and reasonable;
 - (3) Awards **\$102,500** in attorney fees to Class Counsel;
 - (4) Awards **\$4,456.03** in litigation costs to Class Counsel;
 - (5) Awards **\$5,000** as a Class Representative Service Award to Plaintiff Sarahi Lopez;
 - (6) Awards **\$13,000** in claims administration costs to Phoenix Settlement Administrators, Inc.;
 - (7) Approves payment of **\$18,750** (75% of \$25,000 PAGA penalty) to the LWDA;
 - (8) Approves payment of Defendant's share of payroll taxes (estimated at **\$2,066.50**) from the Settlement Sum;
 - (9) Orders class counsel to lodge a proposed Judgment, consistent with this ruling and containing the class definition, full release language, and a statement that no class member opted out by 8/6, 2019;
 - (10) Orders class counsel to provide notice to the class members pursuant to California Rules of Court, rule 3.771(b); and
 - (11) A Non-Appeal Case Review re: Final Report re: Distribution of Settlement Funds is set for 8/6/19 *and per CCP § 84*, at and amended 7/30/20. Final Report is to be filed by 7/30/20.
- Dated: 7/30/19 Maren E. Nelson
MAREN E. NELSON, Judge of the Superior Court