

JUL 21 2021

Sherri R. Carter, Executive Officer/Clerk
By Pedro Martinez, Deputy

INTERIM RULINGS/ORDERS

Prado et. al., v. Sand and Sea, Case No.: BC600236

The Parties' Motion for Preliminary Approval of class action settlement is GRANTED as fair, adequate, and reasonable.

The essential terms are, among other things:

A. The Gross Settlement Amount ("GSA") is \$485,000. (Defendant calculates the total number of workweeks worked by Class Members during the Class Period is 11,822 workweeks. Should the actual number of workweeks worked by Class Members during the Class Period increase 11,822 by more than 10%, the Gross Settlement shall automatically increase proportionally. For example, if the actual workweek count during the Class Period is 17,773 (an increase in 50% from 11,822), the Gross Settlement shall correspondingly increase by 50%.)

B. The Net Settlement Amount ("Net") \$255,145.83 is the GSA minus the following:

Up to \$161,666.67 (1/3) for attorney fees;
Up to \$15,000 for litigation costs;
Up to \$20,000 for a service award to the proposed class representatives (\$10,000 per Plaintiff);
Up to \$15,000 for settlement administration costs;
\$18,187.50 (75% of \$24,250 PAGA penalty) to the LWDA; and

C. Plaintiffs release of Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by January 21, 2022. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed] Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and Parties must email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

Nonappearance case management review is set for January 28, 2022, 8:30 a.m., Dept. 9.

I.
BACKGROUND

Plaintiffs Shantall Prado and Felecia Scott sue their former employer, Defendant Sand and Sea Inc. dba Shore Hotel, for alleged wage and hour violations. Defendant operates a hotel in Santa Monica, California. Plaintiffs seeks to represent a class of Defendant's current and former non-exempt employees.

On November 4, 2015, Plaintiffs filed a class action complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiffs' complaint alleged claims for: (1) Failure To Pay Overtime Wages [Cal. Labor Code § 1198 et seq.]; (2) Failure To Pay All Hours Worked [Cal. Labor Code 1198 et seq.]; (3) Failure To Provide Rest Breaks [Cal. Labor Code § 226.7]; (4) Failure To Provide Meal Breaks [Cal. Labor Code § 226.7; (5) Waiting Time Penalties [Cal. Labor Code § 203]; (6) Failure To Maintain Records [Cal. Labor Code § 1174 et seq.]; (7) Failure To Furnish Accurate Wage And Hour Statements [Cal. Labor Code § 226]; (8) Unfair Business Practices [Bus. & Prof. Code § 17200 et seq.]; (9) Failure To Indemnify [Cal. Labor Code § 2802]; and (10) Failure To Pay Minimum Wage [Cal. Labor Code §§ 1194 & 1197].

On May 8, 2020, the Parties met with mediator Jeffrey Krivis to attempt to negotiate a resolution of the present matter. Though the matter did not resolve at the mediation session, negotiations continued through the mediator for the following three weeks via phone and email, and the Parties eventually reached a resolution and memorialized a Memorandum of Understanding, which was signed by all Parties. The Parties subsequently finalized the Joint Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which was filed with the Court.

On January 22, 2021, the Court issued a "checklist" pertaining to deficiencies in Plaintiffs' motion for preliminary approval. The parties filed supplemental briefing, including the Revised Settlement Agreement. In response to additional concerns raised by the Court, the parties filed the Second Revised Settlement Agreement on May 25, 2021, attached to the Supplemental Declaration of Daniel Srourian as Exhibit 1.

Now before the Court is Plaintiff's motion for preliminary approval of the settlement agreement.

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II.
SETTLEMENT AGREEMENT

A. Definitions

Class: all persons who have worked for Sand and Sea, Inc. dba the Shore Hotel (the "Shore Hotel") as nonexempt, hourly-paid employees in California at any time from November 4, 2011 through the date of preliminary approval who did not sign arbitration agreements, class action waivers, or execute Pick Up Stix agreements, subject to court approval. (Settlement Agreement ¶I.G)

Class Period: November 4, 2011 through the date of Preliminary Approval. (¶I.J)

PAGA Cohort: Class Members who worked for Defendant as nonexempt, hourly-paid employees in California at any time from November 2, 2014 through the date of preliminary approval. (¶I.BB)

The Parties stipulate to class certification for settlement purposes only. (¶III.I)

B. Terms of Settlement Agreement

The essential terms are as follows:

- The Gross Settlement is \$485,000, non-reversionary. (¶I.T)
 - o Escalator Clause. Defendant calculates the total number of workweeks worked by Class Members during the Class Period is 11,822 workweeks. Should the actual number of workweeks worked by Class Members during the Class Period increase 11,822 by more than 10%, the Gross Settlement shall automatically increase proportionally. For example, if the actual workweek count during the Class Period is 17,773 (an increase in 50% from 11,822), the Gross Settlement shall correspondingly increase by 50%. (¶V.A)
- The Net Settlement Sum ("Net") (\$255,145.83) is the GSA minus the following:
 - o Up to \$161,666.67 (1/3) for attorney fees (¶I.C);
 - o Up to \$15,000 for litigation costs (Ibid.);
 - o Up to \$20,000 total for enhancement awards to the Named Plaintiffs [\$10,000 per Plaintiff] (¶I.P);
 - o Up to \$15,000 for settlement administration costs (¶I.F);and
 - o Payment of \$18,187.50 (75% of \$24,250 PAGA penalty) to the LWDA (¶III.H).

- Defendant's share of payroll taxes will be paid separately from the MSA. (§I.T)
- No Claim Form. Class Members will not have to submit a claim form in order to receive their settlement payment. (Notice pg. 1)
- "Notice Response Deadline" or "Opt-Out/Objection Deadline Date" each mean the date, no later than forty-five (45) calendar days after the date of the mailing of the Notice Packet, on or before which any objections and/or requests for exclusion must be signed, submitted (postmarked) in order to be effective. The Response Deadline will be extended 10 calendar days for any Class Member who is re-mailed a Class Notice by the Settlement Administrator. (§§ I.Z, I.AA) The same deadline applies to the submission of workweek disputes. (§IV.G.b)
 - o Class Members may also appear at the Settlement Fairness Hearing and orally object without first providing a written objection. (§IV.D)
 - o In the event that the Court refuses to approve any economic term, Defendant may void the agreement. Defendant may also, at its option, withdraw from the Settlement if 10% or more of the putative Class Members opt-out of the Settlement. (§V.B)
- Individual Settlement Payment Calculation. The Individual Settlement Payment for each Participating Claimant shall be determined as follows: (§III.L)
 - o \$6,062.00 of the Net Settlement Sum shall first be used to make payments to Class Members in the PAGA Cohort for payment of PAGA penalties and such payments shall be divided equally among the PAGA Cohort. (§III.L.a)
 - o The remainder of the Net Settlement Sum shall then be divided among all Participating Claimants, based on the total number of workweeks worked as nonexempt, hourly-paid employees for all Class Members in the Class Period plus additional workweeks allocated for separated employees. Such workweeks will be divided into the Net Settlement Sum to calculate the agreed upon payment per workweek (the "Workweek Rate"). Each Participating Claimant who separated from Defendant during the Class Period at least once will receive an allotment of six additional workweeks. (§III.L.b)
 - o Each Participating Claimant will be paid the Workweek Rate for each week they were employed as a nonexempt, hourly-paid employee during the Class Period, less any workweeks that the employee was on a leave of absence. (§III.L.c)
 - o To the extent that there are any valid and timely Requests for Exclusion, the Claims Administrator shall proportionally increase the Individual Settlement Payments for each Participating Claimant so that the amount actually distributed to Claimants equals 100% of the Net Settlement Amount. (§IV.G.d)

o Tax Allocation. Each individual settlement payment will be allocated as 20% to wages, 50% to penalties and 30% to interest. (§III.L.d)

• Funding of Settlement. Within ten (10) calendar days of the Effective Date, Defendant shall deposit \$242,500.00 with the Claims Administrator. Defendant shall then deposit the remaining balance of the Gross Settlement over four (4) equal installments of \$60,625.00 to be paid to the Claims Administrator every three (3) months until the balance is paid in full. (§III.E)

o "Effective Date" means the latest of the following: (a) if no Class Member makes an objection to the Settlement, the date the Court grants final approval to the Settlement; (b) if a Class Member objects to the Settlement, the later of: (i) dismissal or withdrawal of the objection by the Class Member; (ii) if an appeal, review or writ is not sought from the judgment, the day after the passage of the date for appeal of the entry of Judgment has expired; (iii) if an appeal, review or writ is sought from the Judgment, the day after the passage of the date the Judgment is affirmed or the appeal, review or writ is dismissed or denied; or (iv) the date in which the Judgment is no longer subject to further judicial review. (§I.O)

• Uncashed Checks. Any checks issued to Participating Claimants shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Participating Claimant does not cash his or her settlement check within 180 days, the un-cashed check(s) shall be voided by the Claims Administrator and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et. seq., for the benefit of those Settlement Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, because the entire Net Settlement Sum will be paid out to Settlement Class Members, whether or not they all cash their settlement checks. Therefore, unless the Court requires otherwise, Defendant will not be required to pay any interest on funds distributed to the Claims Administrator. (§IV.H.d)

• Phoenix Class Action Administration will perform notice and settlement administration. (§I.E)

• The Revised Settlement Agreement was submitted to the LWDA on March 30, 2021. (Amended Declaration of Daniel Srourian ("Srourian Decl."), Exhibit 5)

- Notice of Entry of Judgment will be posted on the Claims Administrator's website within seven (7) calendar days after entry of the Final Order and Judgment. (Notice pg. 8)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

III. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On May 8, 2020, the Parties met with mediator Jeffrey Krivis to attempt to negotiate a resolution of the present matter. Though the matter did not resolve at the mediation session, negotiations continued through the mediator for the following three weeks via phone and email, and the Parties eventually reached a resolution and memorialized a Memorandum of Understanding, which was signed by all Parties. The Parties subsequently finalized the Settlement Agreement. (Srourian Decl. ¶8.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represents that the Parties engaged in informal discovery and analyzed the data and documents to investigate the alleged merits of class claims and Defendant's potential liability. (Id. at ¶7.) Plaintiffs' Counsel assessed the value of the class claims using production by Defendant of applicable policies and procedures and a sampling of data relevant to class claims. Further, Plaintiffs' Counsel interviewed and investigated the claims alleged in this lawsuit by speaking to Class Members, conducting interviews and gathering necessary declarations needed for class certification, and obtained time and payroll records to assess damages before mediation. (Id. at ¶¶ 18-19.)

In addition, Defendant's Director of Finance, Bruce Reichenbacher, represents that the COVID-19 pandemic affected Defendant's revenues significantly (as part of the hotel industry), thus causing Defendant to request the proposed installment payment plan to fund the settlement. (See Declaration of Bruce Reichenbacher.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (Id. at ¶42.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

The Court concludes that the settlement is entitled to a presumption of fairness.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Class Counsel has provided information, summarized below, regarding the factual basis for, and estimated maximum exposure for each of the claims alleged.

Violation	Maximum Exposure
Unpaid Minimum/Overtime Wages	\$152,694
Interest on Unpaid Wages	\$37,868
Unpaid Meal Break Premiums	\$517,632
Unpaid Rest Break Premiums	\$1,253,053
Waiting Time Penalties	\$638,352
Wage Statement Penalties	\$960,000
PAGA Penalties	\$1,741,600
Total	\$5,301,199

(Srourian Decl. ¶¶ 26-28.)

2. 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.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See 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.").

4. Amount offered in settlement. Plaintiff's counsel obtained a \$485,000 non-reversionary settlement. The \$485,000 settlement amount represents approximately 9.1% of Defendant's maximum potential damages which, given the uncertain outcomes, and Defendant's financial condition, is within the "ballpark of reasonableness."

The \$485,000 settlement amount, after reduced by the requested deductions, leaves approximately \$249,083.33 to be divided among approximately 304 putative class members. Assuming full participation, the resulting payments will average approximately \$819.35 per class member. [$\$249,083.33 / 304 = \819.35]

In addition, each PAGA Aggrieved Employee will receive a portion of the PAGA penalty, estimated to be \$36.30 per class member. ($\$6,062.50$ or 25% of $\$24,250$ PAGA penalty \div 167 aggrieved employees = $\$36.30$)

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. 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 class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

The Court concludes that the settlement can be preliminarily deemed "fair, adequate, and reasonable."

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C. Scope of the Release

In exchange for the consideration set forth in this Agreement, Plaintiffs and all Participating Claimants release the Released Parties from the Released Claims for the Class Period. Plaintiffs and Participating Claimants may hereafter discover facts or legal arguments in addition to or different from those they know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this case which are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the Participating Claimants shall be deemed to have, and by operation of the final judgment approved by the Court, shall have fully, finally, and forever settled and released of all of the Released Claims as defined in this Agreement. The Release in this paragraph is only effective upon Defendant fully funding the Gross Settlement. (§III.A)

"Released Claims" means any and all claims, rights, demands, liabilities, and causes of action, whether known or unknown, set forth, arising from, or related to the same set of operative facts as those set forth in the operative Complaint, and all related claims for violations of the Private Attorney General Action, and California Labor Code section 2698, et seq. Class Members' releases include a waiver of any and all claims that arise from, or relate to, the same set of operative facts as those set forth in the operative Complaint, and all related claims for violations of the Private Attorney General Action, and California labor Code section 2698, et seq. (§I.FF)

Released Parties means Defendant and any of their past, present and future parents, subsidiaries, and affiliates, and officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives, and any and all third-party staffing agencies. (§I.GG)

Class Members in the PAGA Cohort will receive payment representing PAGA penalties regardless of whether they submit a Request for Exclusion and shall be deemed to have released any claims for PAGA penalties related to the Released Claims. (§IV.G.c)

The Named Plaintiffs will additionally provide a general release and §1542 waiver. (§§ I.S, I.FF, III.B)

D. May Conditional Class Certification Be Granted?

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (Amchem Products, Inc. v. Winsor (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (Dunk at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)

1. Numerosity. There are approximately 304 Class Members. (Srourian Decl. ¶12.) There are an estimated 167 Class Members in the PAGA Cohort. (Settlement Agreement ¶I.BB.) This element is met.

2. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (Sevidal v. Target Corp. (2010) 189 Cal.App.4th 905, 919.) All Class Members are identifiable through a review of Defendant's employment records. (Srourian Decl. ¶12.)

3. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435.)

Regarding commonality, Class Counsel represents that there are common questions of law and fact including, but not limited to, the following: Whether Defendants failed to pay the minimum wage; Whether Defendants failed to compensate for all hours worked; Whether Defendants failed to provide meal periods or pay meal period premiums in lieu thereof; Whether Defendants failed to provide rest periods or pay meal period premiums in lieu thereof; Whether Defendants failed to provide proper wage statements to Class Members; Whether Defendants failed to furnish accurate wage and hour statements; Whether Defendants failed to pay overtime to Class Members; and Whether Defendants

engaged in unfair or unlawful business practices. (Srourian Decl. ¶13.)

Regarding typicality, Class Counsel represents that Plaintiffs' claims are typical of the class claims, as Plaintiffs allege that Defendant maintained company-wide employment practices that, among other things, deprived Class Members of minimum wages, overtime wages, meal period compensation and/or rest period compensation. For example, Plaintiffs allege that they, along with other Class Members, routinely worked periods of eight hours or more per workday, without receiving overtime compensation and were not provided with a 30-minute meal period for every five hours worked. (Id. at ¶14.)

Finally, as to adequacy, Class Counsel represents that Plaintiffs' interests are coextensive with the interests of the Class, as Plaintiffs demonstrated their ability to advocate for the interests of the Class by initiating this litigation and obtaining a settlement on behalf of themselves and all Class Members. (Id. at ¶16.) Plaintiffs Prado and Scott each represent that they have participated in the litigation and settlement process, understand the obligations of being an adequate class representative, have interests coextensive with the interest of the Class, and agreed to the burdens of representing the Class. (See Declarations of Shantall Prado, Felecia Scott.)

4. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

5. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

The Court finds that the class may be conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the Notice Proper?

1. Content of class notice. A copy of the revised proposed notice to class members is attached to the Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement

amount (attorney fees and costs, enhancement awards, and claims administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

2. Method of class notice. Defendant shall provide the Claims Administrator with the Class List within twenty (20) calendar days after Preliminary Approval of the Settlement. (§III.K.c) Within thirty (30) calendar days after preliminary approval by the Court, the Claims Administrator shall mail the Notice Packet, in both English and Spanish to the Class Members via first-class regular U.S. mail. Prior to mailing, the Claims Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes. If a new address is obtained by way of a returned Notice Packet, then the Claims Administrator shall promptly forward the original Notice Packet to the updated address via first-class regular U.S. mail. (§IV.A)

Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Opt-Out/Objection Deadline Date shall be sent to the forwarding address affixed thereto within five (5) business days. If no forwarding address is provided, then the Claims Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) business days. In the event the procedures in this paragraph are followed and the intended recipient of a Notice Packet still does not receive the Notice Packet, the Class Member shall be bound by all terms of the Settlement and any Final Award entered by and approved by the Court. (§IV.C)

3. Cost of class notice. As indicated above, settlement administration costs are estimated to be \$15,000. Prior to the time of the final fairness hearing, the settlement administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney Fees and Costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment

of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084, 1095-1096; Ramos v. Countrywide Home Loans, Inc. (2000) 82 Cal.App.4th 615, 625-626; Ketchum III v. Moses (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (Garabedian v. Los Angeles Cellular Telephone Company (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to \$161,666.67 (1/3) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method, and must indicate what multiplier (if applicable) is being sought as to each counsel. Fee Split: Class Counsel represents that Srourian Law Firm, PC and Solouki & Savoy, LLP have a 50-50 fee-splitting agreement, and that both Class Representatives approved of it in writing. (Srourian Decl. ¶40.)

Class Counsel should also be prepared to justify the costs sought (capped at \$15,000) by detailing how they were incurred.

G. Incentive Award to Class Representative

The Settlement Agreement provides for an enhancement award of up to \$10,000 each for the class representatives, Shantall Prado and Felecia Scott (¶III.C). In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation,

and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit' (Id. at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

IV. CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Preliminary Approval of class action settlement is GRANTED as fair, adequate, and reasonable.

2) The essential terms are, among other things:

A. The Gross Settlement Amount ("GSA") is \$485,000. (Defendant calculates the total number of workweeks worked by Class Members during the Class Period is 11,822 workweeks. Should the actual number of workweeks worked by Class Members during the Class Period increase 11,822 by more than 10%, the Gross Settlement shall automatically increase proportionally. For example, if the actual workweek count during the Class Period is 17,773 (an increase in 50% from 11,822), the Gross Settlement shall correspondingly increase by 50%.)

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C. Plaintiffs release of Defendants from claims described herein.


3) The Parties' Motion for Final Approval of Class Action Settlement must be filed by January 21, 2022. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

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5) Nonappearance case management review is set for January 28, 2022, 8:30 a.m., Dept. 9.

CLERK TO GIVE NOTICE TO ALL PARTIES.

IT IS SO ORDERED.

DATED: 

JUL 21 2021



YVETTE M. PALAZUELOS

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT

07/23/2021