

04/25/2023

FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

By: R. Arraiga Deputy
Deputy Clerk of Court

Marugame Udon Wage and Hour Cases, Case No. JCCP5146 (underlying case: 20STCV00728 Linden v. Marugame Udon USA, et al.)

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is \$700,000.
- B. The Net Settlement Amount is the GSA minus the following:
 - \$233,333.33 (1/3) for attorney fees (§31.g) [Fee Split: Moon & Yang, APC and Lawyers for Justice, PC, to be divided equally between the two firms];
 - \$24,298.51 in attorney costs (\$13,930.59 to Moon & Yang, and \$10,367.92 to Lawyers for Justice, PC);
 - \$15,000 to the class representatives Lance Linden, Nereyda Rodriguez and Alice Turner, for enhancement awards (\$5,000 each);
 - \$14,000 for class administration to Phoenix Settlement Administrators;
 - PAGA payment of \$56,250 (75% of \$75,000) to the LWDA.
- C. All Employer Taxes shall be paid by Defendants separately. (§31.h.)
- D. Plaintiffs release of Defendants from claims described herein.

By **May 25, 2023**, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **April 25, 2024**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

Court sets a **Non-Appearance Case Review for May 2, 2024, 8:30 AM, Department 9.**

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I.
INTRODUCTION

A. Background

This is a wage and hour class action. On January 8, 2020, Plaintiff Lance Linden filed a class action alleging various wage and hour claims. On March 11, 2020, Plaintiff Lance Linden filed First Amended Complaint pursuant to Labor Code Section 2699.3(2)(c) adding the Eighth Cause of Action as a representative action under the California Private Attorney General Act ("PAGA") to recover civil penalties that are owed to Plaintiff, the State of California, and past and present employees.

Plaintiff Nereyda Rodriguez filed her class action complaint for damages on January 30, 2020 in the Orange County Superior Court. She filed her First Amended Complaint on February 28, 2020.

Plaintiff Alice Turner filed her Complaint under the California Private Attorneys General Act (PAGA) on July 14, 2020 in the Orange County Superior Court.

On October 15, 2020, Defendant filed petition for coordination and application of stay of the following three actions: Lance Linden v. Marugame Udon USA, LLC, pending in Los Angeles County Superior Court, Case No. 20STCV00728; Nereyda Rodriguez v. Marugame Udon USA, LLC, pending in Orange County Superior Court, Case No. 30-2020-01127949; and Alice Turner v. Marugame Udon USA, LLC, pending in Orange County Superior Court, Case No. 30-2020-01148544.

On March 18, 2021, the Court granted Defendant's petition to coordinate the above mentioned three cases (the "Action").

On September 10, 2021, Plaintiffs filed their Second Amended Consolidated Class and Representative Action Complaint.

Counsel represents that the Parties have conducted a thorough investigation of the facts and law. Such discovery and investigation have included, inter alia, the exchange of informal data and discoverable information in preparation for the mediation session. The Parties have analyzed payroll and other data pertaining to Plaintiffs and the Class during the relevant Settlement Period, including but not limited to the

numbers of former and current members of each purported subclass within the Class, average workweeks, and average rate of hourly pay. In addition, Defendant also provided documents reflecting its wage and hour policies and practices during the Settlement Period and information regarding the total number of current and former employees in the Class.

On April 28, 2022, the Parties mediated before Steven Rottman, Esq. The Parties agreed to the basic terms of a proposed settlement and ultimately signed a long form settlement agreement. A fully executed copy of the Settlement Agreement is attached to the Declaration of H. Scott Leviant ("Leviant Decl.") ISO Preliminary Approval as Exhibit 1.

On October 11, 2022, the Court issued a checklist of items for counsel to address. In response, on November 1, 2022, the parties filed an Amended Settlement Agreement attached to the Supplemental Declaration of H. Scott Leviant ("Leviant Supp. Decl.") ISO Preliminary Approval as Exhibit 3.

On November 22, 2022, the Court granted preliminary approval.

The Parties now move for final approval of the proposed class action settlement.

B. Definitions

"Class" or "Class Members": All current and former non-exempt employees of Defendant within the State of California at any time during the Class Period. "Settlement Class Members" are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. The Parties' best estimate is that the Class includes approximately 1,284 individuals who worked approximately 35,000 work weeks. (Settlement Agreement, ¶4.)

"Class Period": January 8, 2016 through July 31, 2022. (¶3.)

There are 1,371 Class Members. (Declaration of Jarrod Salinas ("Salinas Decl."), ¶3.)

"PAGA Employee": all means all current and former nonexempt employees of Defendant that worked for Defendant within the State of California at any time during the PAGA Period. It is stipulated by the Parties that, for purposes of

this Settlement, all PAGA Employees are "aggrieved employees" as defined pursuant to PAGA. (§12.)

"PAGA Period": January 6, 2019 through July 31, 2022. (§11.)

There are one thousand one hundred eighty-two (1,182) Aggrieved Employees who worked a total of fourteen thousand seven hundred seventy-eight (14,778) Pay Periods during the PAGA Period. (Salinas Decl., §14.)

"FLSA Subclass": All Settlement Class Members who were employed by Defendant in the State of California between January 8, 2017 and the date of entry of order for preliminary approval of the settlement, or July 31, 2022, whichever is sooner. (§16.)

The number of Covered Workweeks is estimated to be 35,000. If it is later determined that, through the Class Period, the number of actual Covered Workweeks during the Class Period exceeds 25% of the estimated Covered Workweeks (i.e., exceeds 43,750 workweeks), Defendant may elect to either (a) increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of workweeks in excess of 43,750 workweeks; (b) end the Class Period on the date the number of workweeks exceeds 43,750; or (c) Defendant may withdraw from the settlement. The Gross Settlement Amount will not be reduced for any reason. (§31.d.)

Settlement Class Members have worked a collective total of thirty-two thousand nine hundred eight (32,908) Workweeks during the Class Period. (Salinas Decl., §11.)

The parties stipulate to certification for settlement purposes. (§24.)

C. Terms of Settlement Agreement

The essential terms are:

- The Gross Settlement Amount ("GSA") is \$700,000, non-reversionary. (§§31.c, e.)
- The Net Settlement Amount (\$322,250) is the GSA minus the following:
 - o Up to \$245,000 (35%) for attorney fees (§31.g);
- Fee Split: Moon & Yang, APC and Lawyers for Justice, PC, have entered into a fee sharing agreement. The firms' respective clients have consented to the fee sharing arrangement. (Leviant

Decl., ¶44.) Under the terms of the agreement, any fees awarded pursuant to this proposed Settlement are to be divided equally between the two firms. (Leviant Supp. Decl. ISO Preliminary Approval, ¶21.)

- Up to \$40,000 for litigation costs (¶31.g)
- Up to \$22,500 (\$7,500 each) for service awards (Ibid.);
- Up to \$14,000 for class administration (Ibid.); and
- PAGA payment of \$56,250 (75% of \$75,000) to the LWDA. (Ibid.)
- All Employer Taxes shall be paid by Defendants separately. (¶31.h.)
- There is no claims process. (¶31.f.)
- Individual Settlement Payments: Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payments totaling \$18,750.00 and the FLSA Settlement Payments totaling \$50,000), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows: [Workweeks worked by a Settlement Class Member] ÷ [Sum of all Covered Workweeks worked by all Settlement Class Members] × [Net Settlement Amount - all PAGA Settlement Payments and all FLSA Settlement Payments] = individual Settlement Payment for a Settlement Class Member. Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. (¶30.i.)
 - Tax Allocation: 30% as wages, 35% as interest, and 35% as penalties. (¶30.l.)
- PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employee's PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows: [PAGA Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods worked by all PAGA Employees] × [PAGA Settlement Payment] = individual PAGA Employee's portion of the PAGA Settlement Payment. PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. (¶30.j.)

- o Tax Allocation: 100% as penalties. (§30.l.)
- FLSA Payments: FLSA Settlement Payments will be paid out of the Net Settlement Amount. Each member of the FLSA Subclass will be paid a pro rata share of the FLSA Allocation, as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual FLSA Subclass Employee's FLSA Workweeks during the FLSA Period to the total FLSA Workweeks of all the FLSA Subclass Employees during the FLSA Period as follows: [FLSA Workweeks worked by an FLSA Subclass member] ÷ [Sum of all FLSA Workweeks worked by all FLSA Subclass Employees] × [FLSA Settlement Payment] = individual FLSA Subclass member's portion of the FLSA Settlement Payment. FLSA Settlement Payments to FLSA Subclass Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the FLSA Subclass Employees at the same time Settlement Class Payments and PAGA Settlement Payments issue to the Settlement Class. (§30.k.)
- "Response Deadline" means the date sixty (60) days after the Settlement Administrator initially mails the Notice to Settlement to Class Members, and is the last date on which Settlement Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 60 calendar days after initial mailing or 14 calendar days from re-mailing. (§7.) Class Members must submit any dispute regarding the information on the Class Notice to the Settlement Administrator as to his or her Covered Workweeks within the Response Deadline. (§31.t.)
- o If 5% or more of the Class Members opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. (§47.)
- Uncashed Checks: Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date. (§40.)
- The claims administrator will be Phoenix Settlement Administrators ("Phoenix"). (§31.q.)
- The settlement was submitted to the LWDA on July 22, 2022. (Leviant Decl. ISO Preliminary Approval, Exh. 2.) The Amended Settlement was submitted to the LWDA on November 1, 2022. (Leviant Supp. Decl. ISO Preliminary Approval, Exh. 6.)
- Scope of the Release: Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or

claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows: Each and every Class Member, on behalf of himself or herself and his or her heirs, representatives, successors, assigns, and attorneys, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following known and unknown claims, losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits for the entire Class Period; any and all claims stated in the Operative Complaint, or that could have been stated based on the facts alleged in the Operative Complaint, implicitly or explicitly, including, without limitation, all claims under the California Labor Code and wage orders as alleged in the Action, including claims regarding meal periods, rest periods, calculation and payment of meal and rest period premiums, unpaid overtime, calculation of unpaid overtime (including regular rate), minimum wages, off-the-clock work (including pre and post-shift work), timely payment of wages and final wages, wage statements, recordkeeping, waiting time penalties, unreimbursed expenses, and violations of California's Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.) whether sought under statute, tort, contract or as an unfair business practice, ("Released Claims"); as to any FLSA Subclass member who cashes their FLSA Settlement Payment, the signing and negotiation of that check shall serve as the FLSA Subclass Member's consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Operative Complaint, implicitly or explicitly; and, Claims Released by PAGA Employees. All PAGA Employees employed during the Released PAGA Claims Period (whether requesting exclusion from the Settlement or not) will release the Released PAGA Claims. (¶42.c)

o The released parties are Defendant and its parents, owners, subsidiaries, affiliates, agents, managerial employees (current and former), partners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors, and assigns, agents, payroll services, staffing services, and joint employers (collectively "Releasees"). (¶42.a)

o The Released Claims and Released PAGA Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to

the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement. (¶42.b)

o "Released PAGA Claims" means all claims that have been pled or could have been pled, based upon the factual allegations and issues set forth in the Notice to the LWDA and alleged in the Operative Complaint, including civil penalties under PAGA, fees, and all other claims and allegations made or which could have been made in the Operative Complaint based on the facts and allegations pled in Plaintiffs' Notice to the LWDA and the Operative Complaint. (¶15.)

o Named Plaintiffs will also provide general releases and a Civil Code § 1542 waiver. (¶31.o.)

II. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On April 28, 2022, the Parties mediated before Steven Rottman, Esq. The Parties agreed to the basic terms of a proposed settlement and ultimately signed a long form settlement agreement. (Leviant Decl. ISO Preliminary Approval, ¶8).

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that the Parties have conducted a thorough investigation of the facts and law. Such discovery and investigation have included, inter alia, the exchange of informal data and discoverable information in preparation for the mediation session. The Parties have analyzed payroll and other data pertaining to Plaintiffs and the Class during the relevant Settlement Period, including but not limited to the numbers of former and current members of each purported subclass within the Class, average workweeks, and average rate of hourly pay. In addition, Defendant also provided documents reflecting its wage and hour policies and practices during the Settlement Period and information regarding the total number of current and former employees in the Class. (Id. at ¶6.) Defendant provided pay and time records for 981 of the approximate 1,284 Class Members, which sample size has a margin of error of 1.52%, using

a 95% confidence interval. (Leviant Supp. Decl. ISO Preliminary Approval, ¶¶5(a), 6.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (Id. at ¶¶21-25; Declaration of Joanna Ghosh ("Ghosh Decl.") ISO Preliminary Approval, ¶¶2-60.

4. What percentage of the class has objected? No objectors. (Salinas Decl., ¶9.)

The Court concludes that the settlement is presumptively fair.

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 plaintiffs 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.

CLAIM	MAXIMUM EXPOSURE	REALISTIC EXPOSURE
Unpaid Off-the-Clock Wages	\$399,808.40	\$79,691.68
Meal Periods	\$45,568	\$7,290.88
Rest Periods	\$105,623.70	\$6,601.48
Unreimbursed Expenses	\$41,447.50	\$6,631.60
Waiting Time Penalties	\$1,286,748.50	\$257,349.70
Wage Statement Penalties	\$1,520,925	\$304,185
PAGA	\$4,145,200	\$414,520
TOTAL	\$7,545,321.10	\$1,076,270.34

(Leviant Decl. ISO Preliminary Approval, ¶18.)

The minimum and overtime wage claims are included in the exposure calculations used for mediation. (Leviant Supp. Decl. ISO Preliminary Approval, ¶8.) With respect to the "claim" for failure to keep requisite payroll records, that claim arises under Labor Code § 1174. Labor Code § 1174 does not support an independent private remedy. Rather, it was a factor included in the analysis of a realistic PAGA exposure. (Id. at ¶9.)

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 \$700,000 non-reversionary settlement which is approximately 9.3% of the maximum estimated exposure in this matter, and approximately 65% of the estimated realistic exposure, which is within the "ballpark of reasonableness.

The highest Individual Settlement Share to be paid is approximately \$2,084.33, the lowest Individual Settlement Share to be paid is approximately \$9.22, while the average Individual Settlement Share to be paid is approximately \$221.37. (Salinas Decl., ¶13.) The highest Individual PAGA Payment to be paid is approximately \$111.65, and the average Individual PAGA Payment to be paid is approximately \$15.86. (Id. at ¶14.)

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.

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

8. Reaction of the class members to the proposed settlement.

Number of Class Members: 1,371 (Salinas Decl., ¶3.)

Number of notice packets mailed: 1,371 (Id. at ¶5.)

Number of undeliverable notices: 18 (Id. at ¶7.)
Number of opt-outs: 0 (Id. at ¶8.)
Number of objections: 0 (Id. at ¶9.)
Number of participating class members: 1,371 (Id. at ¶11.)
Average individual payment: \$221.37 (Id. at ¶13.)
Highest estimated payment: \$2,084.33 (Ibid.)
Lowest estimated payment: \$9.22 (Ibid.)
Average PAGA payment: \$15.86 (Id. at ¶14.)
Highest PAGA payment: \$111.65 (Ibid.)

The Court concludes that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel, the Moon & Yang and Lawyers for Justice, APC, request \$245,000 (35%) in fees and litigation costs and expenses in the amount of \$24,298.51 to Class Counsel. (Motion ISO Final, 11:20-24.) The Settlement provides for attorney's fees up to \$245,000 and costs of \$40,000 (Settlement Agreement, ¶31.g); the class was provided notice of the requested awards and none objected. (Salinas Decl., ¶9 and Exhibit A thereto.) Moon & Yang, APC and Lawyers for Justice, PC, have entered into a fee sharing agreement. The firms' respective clients have consented to the fee sharing arrangement. (Leviant Decl., ¶44.) Under the terms of the agreement, any fees awarded pursuant to this proposed Settlement are to be divided equally between the two firms. (Leviant Supp. Decl. ¶21.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.) Here, class counsel request attorney fees using the percentage method. (Motion ISO Final Approval, pgs. 11-13.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.) The fee request represents 35% of the gross settlement amount, which is above average generally awarded in class actions. (See In re Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].)

Counsel provided the following lodestar information:

BILLER	RATE	HOURS	TOTAL
Moon & Yang	\$325-\$795	185.4	\$118,796.00
Lawyers For Justice, APC	\$675	361.40	\$243,945.00
TOTAL		546.8	\$362,741

(Leviant Decl. ISO Final Approval, ¶32; Aiwazian Decl. ISO Final Approval, ¶¶11-12 and Exhibit A thereto.)

Counsel spent over 546.8 hours in connection with this litigation, resulting in a lodestar of \$362,741 which would require a negative multiplier to yield the requested fee amount. (Ibid.)

As for costs, class counsel incurred costs of \$24,298.51 (\$13,930.59 to Moon & Yang, and \$10,367.92 to Lawyers for Justice, PC). (Leviant Decl. ISO Final Approval, ¶32 and Exhibit 2 thereto; Aiwazian Decl. ISO Final Approval, ¶19 and Exhibit B thereto.) Class Counsel is requesting \$24,298.51 in costs which is less than the settlement cap of \$40,000. (Ibid.) The costs in this case include, but are not limited to, filing/ service costs (\$4,870), mediation (\$10,000), expert fees (\$2,900), administration fees (\$895.20), and case databased administration fees (\$750). (Ibid.) The costs seem reasonable and necessary to litigation.

Based on the above, the court awards \$233,333.33 for fees and \$24,298.51 for litigation costs.

D. Claims Administration Costs

The claims administrator, Phoenix Settlement Administrators, is requesting \$14,000 for the costs of settlement administration. (Salinas Decl., ¶16.) This equal to the estimated cost of \$14,000 provided for in the Settlement Agreement (¶31.g), and disclosed to class members in the Notice, to which there were no objections. (Salinas Decl., ¶9 and Exhibit A thereto.)

The court awards costs in the requested amount of \$14,000.

E. Incentive Award to Class Representative

The settlement provides for enhancement awards in a total amount of \$22,500 (\$7,500 to each of the Named Plaintiffs.) (Settlement Agreement, ¶31.g)

In connection with the final fairness hearing, the named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he 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.)

Plaintiff Turner's contributions to this litigation include, and are not limited to, spending 50 hours retaining counsel, gathering documents, and having numerous conversations with counsel, identifying witnesses, and reviewing the settlement. (Turner Decl., ¶¶2-5.)

Plaintiff Linden's contributions to this litigation include, and are not limited to, spending 30 hours gathering documents, and having numerous conversations with counsel, identifying witnesses, remaining available for mediation, and reviewing the settlement. (Linden Decl., ¶¶15-20.)

Plaintiff Rodriguez's contributions to this litigation include, and are not limited to, spending 50 hours retaining counsel, gathering documents, and having numerous conversations with counsel, identifying witnesses, and reviewing the settlement. (Rodriguez Decl., ¶¶2-5.)

The court notes that the above is commendable, but not exceptional. Based on the above, the court grants the enhancement award to Plaintiffs Lance Linden, Nereyda Rodriguez and Alice Turner, in the reduced amount of \$15,000 total (\$5,000 to each Plaintiff.)

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III.
CONCLUSION

Based upon the foregoing, the Court orders that:

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

2) The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$700,000.

B. The Net Settlement Amount is the GSA minus the following:

\$233,333.33 (1/3) for attorney fees (¶31.g) [Fee Split: Moon & Yang, APC and Lawyers for Justice, PC, to be divided equally between the two firms];

\$24,298.51 in attorney costs (\$13,930.59 to Moon & Yang, and \$10,367.92 to Lawyers for Justice, PC);

\$15,000 to the class representatives Lance Linden, Nereyda Rodriguez and Alice Turner, for enhancement awards (\$5,000 each);

\$14,000 for class administration to Phoenix Settlement Administrators;

PAGA payment of \$56,250 (75% of \$75,000) to the LWDA.

C. All Employer Taxes shall be paid by Defendants separately. (¶31.h.)

D. Plaintiffs release of Defendants from claims described herein.

3) By May 25, 2023, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1) (3).

4) By April 25, 2024, Class Counsel must file a Final Report re: Distribution of the settlement funds.

5) Court sets a Non-Appearance Case Review for May 2, 2024, 8:30 AM, Department 9.

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CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE
NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: April 25, 2023



Yvette M. Palazuelos

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge