

FILED
Superior Court of California
County of Los Angeles

APR 17 2023

David W. Slayton, Executive Officer/Clerk of Court
By: N. Navarro, Deputy

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

LORENA MARRON, as an individual, and
on behalf of all similarly situated
employees,

Plaintiff,

v.

B.D.R. INDUSTRIES, INC.; CHRISTINE
CASTILLO; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 19STCV35497
[Consolidated with 20STCV15616]

**ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: April 17, 2023
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiffs Lorena Marron and Raul Rodriguez sue their former employer,
Defendant B.D.R. Industries, Inc., for alleged wage and hour violations. Defendant

1 manufactures electronics in California. Plaintiffs seek to represent a class of
2 Defendant's current and former non-exempt employees.

3 On October 4, 2019, Plaintiff Marron filed a class action complaint against
4 Defendants B.D.R. Industries, Inc. and Christine Castillo. On April 23, 2020, Plaintiff
5 Marron filed a separate action against Defendant B.D.R. Industries, Inc. (Case No.
6 20STCV15616) alleging violations of the Private Attorneys General Act (Labor Code §
7 2698, et seq.) ("PAGA").

8 On April 6, 2021, Plaintiffs filed a First Amended Complaint ("FAC") in the
9 instant action adding Raul Rodriguez as a named Plaintiff. The FAC alleges causes of
10 action for: (1) failure to pay all wages, including minimum wages and overtime wages
11 (Labor Code §§ 510, 1194); (2) failure to provide rest periods (Labor Code §§ 226.7,
12 512); (3) failure to provide meal periods (Labor Code §§ 226.7, 512); (4) failure to
13 timely pay wages at separation (Labor Code §§ 201, 202, 203); (5) failure to keep
14 accurate payroll records (Labor Code §§ 1174, 226 (A), (E)); and (6) unfair business
15 practices (Bus. & Prof. Code § 17200, et seq.).

16 On September 30, 2021, Plaintiffs' class action and Plaintiff Marron's PAGA
17 action were consolidated, with Plaintiffs' class action designated as the lead case.

18 On September 9, 2021, the parties engaged in mediation before Steven Serratore,
19 which ultimately resulted in a settlement. The terms are finalized in the long-form Joint
20 Stipulation of Class Action Settlement and Release, a copy of which was attached to the
21 Declaration of John A. Young filed April 13, 2022 as Exhibit A.

22 On April 14, 2022, the Court entered the parties' stipulation for the dismissal of
23 claims against Defendant Christine Castillo without prejudice.

24 On April 26, 2022, the Court issued a "checklist" to the parties pertaining to
25 deficiencies in the proposed settlement. In response, counsel filed further briefing,

1 including the Amended Joint Stipulation of Class Action Settlement and Release
2 (Settlement Agreement) attached to the Supplemental Declaration of John A. Young
3 filed July 21, 2022 as Exhibit C. All references below are to that agreement.

4 The settlement was preliminarily approved on September 6, 2022, subject to
5 certain conditions, with which there has been compliance. Notice was given to the
6 Class Members as ordered (see Declaration of Taylor Mitzner (“Mitzner Decl.”)). Now
7 before the Court is Plaintiffs’ motion for final approval of the Settlement Agreement,
8 including for payment of fees, costs, and a service award to the named plaintiffs. For
9 the reasons set forth below, the Court grants final approval of the settlement on the
10 representation of counsel at hearing that the amended Settlement Agreement (see
11 Exhibit A to Decl. of John A. Young ISO Final) was signed not only by Plaintiffs and
12 Defendant but also by each party’s counsel and was filed April 14, 2023.

13
14 **II. THE TERMS OF THE SETTLEMENT**

15
16 **A. SETTLEMENT CLASS DEFINITION**

17 “Class Member” means all non-exempt, hourly paid employees currently and
18 formerly employed by Defendant B.D.R. Industries, Inc., dba RND Enterprises, in the
19 state of California from October 4, 2015 through April 27, 2022. (¶1.2)

20 “Class Period” means the period from October 4, 2015 through April 27, 2022.
21 (¶1.10)

22 “PAGA Member” means all non-exempt, hourly paid employees currently and
23 formerly employed by Defendant B.D.R. Industries, Inc., dba RND Enterprises, in the
24 state of California from February 23, 2019 through April 27, 2022. (¶1.3)

1 “PAGA Class Period” means the period from February 23, 2019 through April
2 27, 2022. (¶1.11)

3 “Settlement Class Members” means all Class Members who do not submit a
4 valid and timely Request for Exclusion. (¶1.31)

5
6 **B. THE MONETARY TERMS OF SETTLEMENT**

7 The essential monetary terms are as follows:

- 8 • The Gross Settlement Amount (“GSA”) is **\$315,000** (¶1.22). This includes
9 payment of a PAGA penalty of **\$20,000** to be paid 75% to the LWDA (\$15,000)
10 and 25% to PAGA Members (\$5,000) (¶1.24).
 - 11 ○ Escalator: This settlement sum is based on Defendants’ representation
12 that the class size is one hundred eighty-four (184) individuals and
13 preliminary estimation that the putative class members worked a total of
14 approximately thirty thousand (30,000) workweeks. Defendant B.D.R.
15 Industries, Inc. shall not be required to pay more than the Gross
16 Settlement Amount as long as the total number of workweeks does not
17 increase by more than ten percent (10%) through April 27, 2022. Should
18 the total number of workweeks increase by more than ten percent (10%)
19 by the date the Court grants preliminary approval of this settlement – or
20 33,001 or more workweeks– the Gross Settlement Amount shall increase
21 proportionately to the increase in the number of workweeks over the ten
22 percent (10%) grace amount— e.g., if the total number of workweeks
23 increases by eleven percent (11%), the Gross Settlement Amount shall
24 increase by eleven percent (11%); if the total number of workweeks
25

1 increases by twelve percent (12%), the Gross Settlement Amount shall
2 increase by twelve percent (12%), and so forth. (¶1.22)

3 ○ At final approval, the settlement administrator represents that Settlement
4 Class Members worked a collective total of thirty-one thousand one
5 hundred fifty-nine (31,159) Workweeks during the Class Period.
6 (Mitzner Decl. ¶¶11-12.) Accordingly, the escalator clause was not
7 triggered.

- 8 ● The Net Settlement Amount (“Net”) (\$151,500) is the GSA less:
 - 9 ○ Up to \$105,000 (33 1/3%) for attorney fees (¶1.7);
 - 10 ○ Up to \$20,000 for attorney costs (¶1.8);
 - 11 ○ Up to \$12,500 total for service awards to the proposed class
12 representatives [\$7,500 to Plaintiff Marron; \$5,000 to Plaintiff Rodriguez]
13 (¶1.12); and
 - 14 ○ Estimated \$6,000 for settlement administration costs (¶1.5).
- 15 ● Employer-side payroll taxes will be paid by Defendant B.D.R. Industries, Inc.
16 separately and not out of the Gross Settlement Amount or Net Settlement
17 Amount (¶1.18).
- 18 ● Assuming the Court approves all maximum requested deductions, approximately
19 \$152,498.66 will be available for distribution to 191 participating class
20 members. The average settlement share will be approximately \$798.42.
21 (\$152,498.66 Net ÷ 191 class members = \$798.42). In addition, each PAGA
22 Member will receive a portion of the PAGA penalty, estimated to be \$35.46 per
23 PAGA Member. (\$5,000 or 25% of \$120,000 PAGA penalty ÷ 141 PAGA
24 Members = \$35.46).
- 25 ● There is no Claim Requirement (¶1.22).

- 1 • The settlement is not reversionary (§1.22).
- 2 • Individual Settlement Share Calculation: The Settlement Administrator shall
- 3 divide the Net Settlement Amount by the total number of workweeks Class
- 4 Members worked for Defendants during the Class Period in order to determine
- 5 the amount each Settlement Class Member is entitled to for each workweek he or
- 6 she worked for Defendants (the “Weekly Amount”) during the Class Period. The
- 7 Settlement Administrator shall multiply the Weekly Amount by the estimated
- 8 total number of workweeks that each Class Member worked for Defendants
- 9 during the Class Period. The product of each calculation represents the gross
- 10 Individual Settlement Payment for the respective Class Member. The Settlement
- 11 Administrator shall then deduct Employee Taxes attributable to wages to arrive
- 12 at the net Individual Settlement Payment for each respective Class Member.
- 13 Prior to final distribution, the Settlement Administrator shall calculate the *final*
- 14 Net Settlement Amount based on the actual amounts the Court approves for
- 15 Class Counsel Fees and Class Counsel Costs, the LWDA PAGA Allocation,
- 16 Class Representative Service Awards, and Settlement Administration Costs. The
- 17 Net Settlement Amount will then be distributed to Settlement Class Members
- 18 based on their respective Weekly Amount pursuant to Paragraph 3.12. (§3.12.1)
- 19 ○ PAGA Payments: 25% (\$5,000.00) of the \$20,000 PAGA penalty will be
- 20 distributed on a pro rata per workweek basis to the PAGA Members who
- 21 worked at any time from February 23, 2019 through April 27, 2022. Each
- 22 PAGA Member’s Individual PAGA Payment will be calculated based on
- 23 the total number of workweeks he or she worked during the PAGA Class
- 24 Period. To establish the workweek value, the Settlement Administrator
- 25 will first determine the total number of weekly pay periods worked by

1 PAGA Members during the PAGA Class Period. 25% of the PAGA
2 Settlement Fund will then be divided by the total number of weekly pay
3 periods worked by PAGA Members during the PAGA Class Period to
4 determine the workweek value. (¶3.13)

- 5 • **Tax Withholdings:** Individual Settlement Payments will be allocated as follows:
6 ten percent (10%) as wages; eighty percent (80%) as interest; and ten percent
7 (10%) as penalties. (¶3.12) The PAGA shall be considered 100% penalties.
8 (¶3.13)
- 9 • **Funding of Settlement:** Defendant B.D.R. Industries, Inc. shall fund the Gross
10 Settlement Amount by no later than thirty (30) calendar days after the Final
11 Approval Date. (¶3.11)
- 12 • **Distribution:** Individual Settlement Payments shall be mailed by regular First-
13 Class U.S. Mail to Settlement Class Members' last known mailing address no
14 later than fifteen (15) calendar days after Defendant B.D.R. Industries, Inc.
15 makes the payment of the Gross Settlement Amount. (¶3.12)
- 16 • **Uncashed Settlement Payment Checks:** Any settlement checks that remain
17 uncashed one hundred eighty (180) calendar days after issuance shall be void
18 ("Voided Checks"). (¶3.13.3) Any settlement checks that are not cashed within
19 one hundred eighty (180) days after mailing shall thereafter be paid to the
20 California State Controller in the name of the Class Member who did not cash
21 his or her check. (¶3.13.4)

22 **C. TERMS OF RELEASES**

- 24 • **Release As To All Settlement Class Members:** As of the Effective Date, all
25 Settlement Class Members, including Plaintiffs, will be deemed to have fully,

1 finally and forever released, settled, compromised, relinquished, and discharged
2 the Released Parties from the Released Claims during the Class Period. (¶3.2.1)

- 3 ○ “Effective Date” means the date that the Gross Settlement Amount is
4 fully funded. (¶1.16)
- 5 ○ “Released Claims” means any and all claims during the Class Period
6 alleged in, or arising out of facts asserted in, the operative complaints in
7 the Action, including all wage and hour claims, demands, rights,
8 liabilities, and causes of action for unpaid wages, including minimum
9 wage payments, regular wages, overtime wages; failure to pay wages
10 during employment; failure to pay all wages due upon separation of
11 employment; failure to maintain and provide accurate records; meal and
12 rest break violations; meal and rest break premiums; wage statement
13 violations, violation of the Private Attorney General Act, civil and
14 statutory penalties, interest, liquidated damages, attorney’s fees and costs,
15 claims under California Labor Code sections 90.5, 201-203, 218.5, 226,
16 226.2, 226.7, 351, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1193.6,
17 1194, 1194.2, 1197, 1199, 2698-2699.5, and all applicable Industrial
18 Welfare Commission Wage Orders, California Code of Civil Procedure
19 section 1021.5, and claims under California Business & Professions Code
20 sections 17200-17205. (¶1.37)
- 21 ○ It is understood and agreed that Released Claims do not include claims
22 for workers’ compensation, unemployment, or disability benefits of any
23 nature, nor any claims, actions, or causes of action which may be
24 possessed by Settlement Class Members under state or federal
25 discrimination statutes, including, without limitation, the California Fair

1 Employment and Housing Act, California Government Code section
2 12940, et seq.; the Unruh Civil Rights Act, California Civil Code section
3 51, et seq.; the California Constitution; Title VII of the Civil Rights Act
4 of 1964, 42 U.S.C. § 2000, et seq.; the Americans with Disabilities Act,
5 as amended, 42 U.S.C. § 12101, et seq.; the Employee Retirement Income
6 Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq.; and all of
7 their implementing regulations and interpretive guidelines. (*Ibid.*)

- 8 • Upon receipt of the PAGA Payment, PAGA Members shall be deemed to have
9 released the PAGA Released Claims as to any civil and statutory penalties, and
10 any other interest, liquidated damages, attorney’s fees and costs related to
11 PAGA. (§3.13)

- 12 ○ “PAGA Released Claims” means any and all claims by Plaintiffs and
13 PAGA Members for penalties that were asserted in the Action or could
14 have been brought based on the facts alleged in Plaintiff Lorena Marron’s
15 October 1, 2019 notice to the LWDA, including, civil penalties for unpaid
16 wages including minimum wage payments, failure to pay wages during
17 employment, failure to pay overtime, failure to pay wages upon
18 termination, meal and rest break violations, wage statement violations and
19 penalties, waiting time penalties for violations of Labor Code sections
20 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1,
21 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, and 1197.1 during the PAGA
22 Class Period. No release in this Settlement shall be effective until the
23 Gross Settlement Amount is fully funded. (§1.38)

- 24 • “Released Parties” means Christine Castillo and B.D.R. Industries, Inc., dba
25 RND Enterprises, and all of its current, former, and future parents, owners,

1 subsidiaries, predecessors and successors, each of their respective officers,
2 directors, partners, shareholders, business managers, and agents, and any other
3 successors, assigns, or legal representatives, and any other individual or entity
4 which could be jointly liable with any of the foregoing. (§1.39)

- 5 • The named Plaintiffs will also provide a general release and a waiver of the
6 protections of Cal. Civ. Code §1542. (§§ 1.34, 1.41-1.42, 3.22)
- 7 • The releases are effective as of the Effective Date, which means the date that the
8 Gross Settlement Amount is fully funded. (§1.16) Funding is to occur no later
9 than thirty (30) calendar days after the Final Approval Date. No release in this
10 Settlement shall be effective until the Gross Settlement Amount is fully funded.
11 (§3.11)

12 13 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

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

21 As discussed more fully in the Order conditionally approving the settlement, “[i]n
22 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
23 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
24 action. The purpose of the requirement [of court review] is the protection of those class
25 members, including the named plaintiffs, whose rights may not have been given due

1 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
2 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
3 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
4 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
5 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
6 extent necessary to reach a reasoned judgment that the agreement is not the product of
7 fraud or overreaching by, or collusion between, the negotiating parties, and that the
8 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
9 quotation marks omitted].

10 “The burden is on the proponent of the settlement to show that it is fair and
11 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
12 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
13 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
14 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
15 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
16 1802. Notwithstanding an initial presumption of fairness, “the court should not give
17 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
18 116, 130. “Rather, to protect the interests of absent class members, the court must
19 independently and objectively analyze the evidence and circumstances before it in order
20 to determine whether the settlement is in the best interests of those whose claims will be
21 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
22 that determination, the court should consider factors such as “the strength of plaintiffs'
23 case, the risk, expense, complexity and likely duration of further litigation, the risk of
24 maintaining class action status through trial, the amount offered in settlement, the extent
25 of discovery completed and stage of the proceedings, the experience and views of

1 counsel, the presence of a governmental participant, and the reaction of the class
2 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
3 the court is free to engage in a balancing and weighing of factors depending on the
4 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

5 **A. A PRESUMPTION OF FAIRNESS EXISTS**

6 The Court preliminarily found in its Order of September 6, 2022 that the
7 presumption of fairness should be applied. No facts have come to the Court’s attention
8 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a
9 presumption of fairness as set forth in the preliminary approval order.

10 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

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

14 Number of class members: 192

15 Number of notices mailed: 192

16 Number of undeliverable notices: 3

17 Number of opt-outs: 1

18 Number of objections: 0

19 Number of participating class members: **191**

20 (Mitzner Decl. ¶¶3-11.)

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

25 //

1 **C. CLASS CERTIFICATION IS PROPER**

2 For the reasons set forth in the preliminary approval order, certification of the
3 Class for purposes of settlement is appropriate.

4 **D. ATTORNEY FEES AND COSTS**

5 Class Counsel requests **\$105,000** (33 1/3%) for attorney fees and **\$19,001.34** for
6 costs. (Motion for Attorneys' Fees at 2:8-10.)

7 Courts have an independent responsibility to review an attorney fee provision and
8 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
9 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
10 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
11 503.

12 In the instant case, fees are sought pursuant to the percentage method, as cross-
13 checked by lodestar. (Motion for Attorneys' Fees at pp. 1-7.) The \$105,000 fee request
14 is one-third of the Gross Settlement Amount.

15 A lodestar is calculated by multiplying the number of hours reasonably expended
16 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
17 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is calculated using the reasonable rate
18 for comparable legal services in *the local community* for noncontingent litigation of the
19 same type, multiplied by the reasonable number of hours spent on the case.' "

20 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
21 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
22 Cal.App.4th 1233, 1242-1243.

23 As to the reasonableness of the rate and hours charged, trial courts consider
24 factors such as "the nature of the litigation, its difficulty, the amount involved, the skill
25 required in its handling, the skill employed, the attention given, the success or failure,

1 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
2 allow the court to consider whether the case was overstaffed, how much time the
3 attorneys spent on particular claims, and whether the hours were reasonably expended.”
4 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

5 Attorney Young represents that Class Counsel, Mahoney Law Group, APC, spent
6 301 hours on the case. At hourly rates of \$150 to \$750, counsel incurred a lodestar of
7 \$154,224.80, which implies a multiplier of 0.68 to reach the requested fee award.
8 (Declaration of John A. Young ISO Final ¶¶33-34.) Young attaches a print out of the
9 hours and tasks performed by the attorneys working on the two consolidated cases in this
10 matter. (*Id.* at Exhibits C and D.) He contends that California courts have regularly
11 approved attorneys’ fees equaling one-third of the common fund or higher and cites
12 several examples, though he does not indicate whether his own firm’s fees were approved
13 by other courts. (*Id.* at ¶35.)

14 The **\$105,000** fee request represents a reasonable percentage of the total funds
15 paid by Defendant. Further, the notice expressly advised class members of the fee
16 request, and no one objected. (Mitzner Decl. ¶9, Exhibit A thereto.) Accordingly, the
17 Court awards fees in the amount of **\$105,000**.

18 Class Counsel requests **\$19,001.34** in costs. This is less than the \$20,000 cap
19 provided in the settlement agreement (¶1.8). The amount was disclosed to Class
20 Members in the Notice, and no objections were received. (Mitzner Decl. ¶9, Exhibit A
21 thereto.) Costs include: Mediation (\$9,726.50), Deposition Transcripts (\$2,112.15), and
22 Complaint Filing Fee (\$1,585). (Young Decl. ISO Final ¶36, Exhibits E and F.)

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

25 For all of the foregoing reasons, costs of **\$19,001.34** are approved.

1 **E. SERVICE AWARDS TO CLASS REPRESENTATIVES**

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

13 Here, the Class Representatives request enhancement awards of **\$7,500** to
14 Plaintiff Marron and **\$5,000** to Plaintiff Rodriguez, totaling **\$12,500**. (Motion for
15 Attorneys’ Fees at 2:5-7.) They urge that the awards are appropriate for the following
16 reasons:

17 Plaintiff Marron represents that her contributions to this action include: attending
18 meetings with her attorneys, searching for, producing, and reviewing documents in her
19 possession and with her attorneys, preparing for and attending her deposition, and
20 reviewing documents produced by Defendant in this action. (Declaration of Lorena
21 Marron ISO Final ¶7.) She participated in telephone calls and emails with her attorneys
22 and provided them with information about her employment with Defendant and
23 Defendant’s procedures. (*Ibid.*) She estimates spending at least 40 hours on the case.
24 (*Ibid.*) She further represents that she took a professional risk by agreeing to be a class
25

1 representative as it could jeopardize her prospective employment, though she has not
2 shown that this has occurred. (*Id.* at ¶5.)

3 Plaintiff Rodriguez represents that his contributions to this action include:
4 attending meetings with his attorneys, searching for, producing, and reviewing
5 documents in his possession and with his attorneys, and reviewing documents produced
6 by Defendant in this action. (Declaration of Raul Rodriguez ISO Final ¶7.) He
7 participated in telephone calls and emails with his attorneys and provided them with
8 information about his employment with Defendant and Defendant's procedures. (*Ibid.*)
9 He estimates spending at least 20 hours on the case. (*Ibid.*) He also represents that he
10 took a professional risk by agreeing to be a class representative as it could jeopardize his
11 prospective employment, though he has not shown that this has occurred. (*Id.* at ¶5.)

12 In light of the above-described contributions to this action, and in
13 acknowledgment of the benefits obtained on behalf of the class, service awards of
14 **\$7,500** to Plaintiff Marron and **\$5,000** to Plaintiff Rodriguez are reasonable and
15 approved.

16 **F. SETTLEMENT ADMINISTRATION COSTS**

17 The Settlement Administrator, Phoenix Class Action Administration Solutions,
18 requests **\$6,000** in compensation for its work in administrating this case. (Mitzner Decl.
19 ¶17.) At the time of preliminary approval, costs of settlement administration were
20 estimated at \$6,000 (¶1.5). Class Members were provided with notice of this amount
21 and did not object. (Mitzner Decl. ¶9, Exhibit A thereto.)

22 Accordingly, settlement administration costs are approved in the amount of
23 **\$6,000.**

24 //

25 //

1 **IV. CONCLUSION AND ORDER**

2 The Court hereby:

- 3 (1) Grants class certification for purposes of settlement;
- 4 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 5 (3) Awards **\$105,000** in attorney fees to Class Counsel, Mahoney Law Group, APC;
- 6 (4) Awards **\$19,001.34** in litigation costs to Class Counsel;
- 7 (5) Approves payment of **\$15,000** (75% of \$20,000 PAGA penalty) to the LWDA;
- 8 (6) Awards **\$12,500 total** [\$7,500 to Plaintiff Marron and \$5,000 to Plaintiff
- 9 Rodriguez] as Class Representative Service Awards to Plaintiffs;
- 10 (7) Awards **\$6,000** in settlement administration costs to Phoenix Class Action
- 11 Administration Solutions;
- 12 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
- 13 and containing the class definition, full release language, and the name of the
- 14 class member who opted out by April 24, 2023.
- 15 (9) Orders class counsel to provide notice to the class members pursuant to
- 16 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
- 17 Code §2699 (1)(3); and
- 18 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
- 19 Settlement Funds for January 26, 2024 at 8:30 a.m. Final Report is to be filed by
- 20 January 19, 2024.

21
22
23 Dated: 4/17/23



24 MAREN E. NELSON

25 Judge of the Superior Court