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Superior Court of California
County of Los Angeles

AUG 08 2018

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

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

RUBEN SANCHEZ; JOHN BROWN;
individually, and on behalf of other members of
the general public similarly situated;

Plaintiffs,

v.

CALPORTLAND COMPANY, a California
corporation; CATALINA PACIFIC
CONCRETE COMPANY, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: BC590426
Related to: BC644329

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT ON
CONDITIONS

Date: August 8, 2018
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiffs Ruben Sanchez and John Brown sue their former employer, Defendants CalPortland Company, *et al.*, producers and distributors of cement and construction material products, with numerous locations throughout California, for alleged wage and hour violations

1 on behalf of a class of current and former employees. The operative First Amended Complaint
2 (“FAC”) added Plaintiff John Brown, and alleges the following causes of action: (1) Unpaid
3 Overtime [Labor Code §§510, 1198]; (2) Unpaid Meal Period Premiums [Labor Code §§ 226.7,
4 512(a)]; (3) Unpaid Rest Period Premiums [Labor Code §226.7]; (4) Unpaid Minimum Wages
5 [Labor Code §§ 1194, 1197, and 1197.1]; (5) Final Wages Not Timely Paid [Labor Code §204];
6 (6) Wages Not Timely Paid During Employment [Labor Code §204]; (7) Non-Compliant Wage
7 Statements [Labor Code §226(a)]; (8) Failure to Keep Requisite Payroll Records [Labor Code
8 §1174(d)]; (9) Unreimbursed Business Expenses [Labor Code §§2800 and 2802]; and (10)
9 Unfair Business Practices [Bus. & Prof. Code §§17200, *et seq.*]. On March 9, 2018, Plaintiffs
10 filed a Second Amended Complaint (“SAC”), adding cause of action for PAGA penalties under
11 Labor Code §2698.

12 On March 1, 2017, Defendants filed a Notice of Related Case regarding a case entitled
13 *Luis Menchaca, et al. v. CalPortland Company, et al.*, Los Angeles Superior Court Case No.
14 BC644329 (“*Menchaca*”), which was filed on December 19, 2016. On April 11, 2017, the Court
15 entered an order deeming the cases related.

16 On May 25, 2017, the parties in both cases participated in a mediation with Louis M.
17 Marlin. With the aid of the mediator, the parties were able to reach agreement regarding terms
18 of settlement. The parties subsequently executed a long-form *Stipulation of Settlement and*
19 *Release of Class and PAGA Claims* (“Settlement Agreement”).

20 Following supplemental briefing and an Amendment No. 1 to the Stipulation of
21 Settlement and Release of Class and PAGA Claims (“Amendment”) the Court granted
22 preliminary approval to the Settlement Agreement and its Amendment (“Amended Settlement
23 Agreement”) on March 7, 2018.

24 Now before the Court is the motion for final approval of the settlement.

25 **II. DISCUSSION**

1 **A. SETTLEMENT CLASS DEFINITION**

2 Under the terms of the Amended Settlement Agreement "Class" means all current and
3 former hourly-paid or non-exempt employees who were employed in the State of California
4 during the Class Period by CalPortland Company and its divisions/subsidiaries, including
5 Catalina Pacific Concrete Company and CPC Services, Inc. (¶I.C)

6 "Settlement Class Members" means all Class Members who do not submit timely and
7 valid requests for exclusion. (¶I.II)

8 The "Class Period" is from August 5, 2011 through the date upon which the Court
9 granted preliminary approval [March 7, 2018]. (¶I.H)

10 The Parties agree to stipulate to class action certification only for purposes of the
11 Settlement. (¶II.A)

12 There are 1,675 Class members. (Declaration of Jarrod Salinas, ("Salinas Decl"), ¶14)

13 **B. TERMS OF SETTLEMENT AGREEMENT**

14 The essential terms are as follows:

- 15 • The Maximum Settlement Amount ("MSA") is **\$2,300,000, non-reversionary.** (¶I.O)
- 16 • The Net Settlement Fund (**\$1,287,000**) is the MSA minus:
- 17 ○ Up to **\$805,000** (35%) for attorney fees (¶III.L.4);
- 18 ○ Up to **\$30,000** for attorney costs (Aiwazian Decl., ¶19);
- 19 ○ Up to **\$13,000** for Service Awards to the two class representatives (\$6,500 x 2)
- 20 (¶III.L.3);
- 21 ○ Estimated **\$50,000** for claims administration costs (¶III.L.5);
- 22 ○ **\$45,000** (75% of \$60,000 PAGA penalty) to the LWDA (¶III.L.6); and
- 23 ○ Estimated **\$70,000** for the employer's share of payroll taxes (*Id.* at ¶6.).
- 24 • There is no claims process. Class members will receive a settlement payment unless they
- 25 opt-out. (¶III.K.7)

- 1 • The Response Deadline is 45 calendar after the Settlement Administrator mails the
2 Notice Packets to Class Members and the last date on which Class Members may submit
3 opt-outs or objections. (§I.EE.) Class Members who receive a re-mailed Notice Packet
4 shall have their Response Deadline extended 15 calendar days from the original Response
5 Deadline ("Extended Response Deadline"). (§III.K.4, as amended.)
- 6 • In the event that the workweeks worked by the Class Members for the time period
7 commencing on August 5, 2011 and ending on the end date for the Mediation Class Data,
8 exceed 20,000 workweeks, Plaintiffs have the option to terminate the Settlement. (§III.O)
- 9 • Calculation of Individual Settlement Payments: Using the Class Data, the Settlement
10 Administrator will calculate the total Compensable Workweeks for all Settlement Class
11 Members. The respective Compensable Workweeks for each Settlement Class Member
12 will be divided by the total Compensable Workweeks for all Settlement Class Members,
13 resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class
14 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to
15 calculate each Settlement Class Member's Individual Settlement Payment. (§III.L.2.a)
- 16 • For tax purposes, payments to class members will be allocated: 1/3 as wages, 1/3 as
17 penalties and 1/3 as interest. (§III.L.2.b)
- 18 • Any checks issued by the Claims Administrator to Settlement Class Members will be
19 negotiable for 180 calendar days from issuance. Thereafter, any uncashed checks will
20 voided and funds associated with voided checks plus any accrued interest shall be
21 transmitted as follows: 25% to the State Treasury for deposit in the Trial Court
22 Improvement and Modernization Fund; 25% to the State Treasury for deposit into the
23 Equal Access Fund of the Judicial Branch; and 50% to the Legal Aid Foundation of Los
24 Angeles. (§III.L.2.d) This provision does not comply with Cal. Code of Civ. Pro. § 384
25 as amended effective June 27, 2018. Approval of the settlement is conditioned upon the

1 parties amending the Settlement Agreement to comply with same or providing authority
2 as to why the statute does not apply.

3 The settlement administrator is Simpluris, Inc. (§I.GG)

- 4
- 5 • Defendant shall each have, in their sole discretion, the right to terminate the
6 settlement if opt-outs exceed 5% of all Class Members. (§III.N)
- 7

8 The settlement was submitted to the LWDA and it has not opposed same.

9 **Scope of Release:** As of the Effective Date, in exchange for the consideration set forth
10 in the Agreement, Plaintiffs and the Settlement Class Members fully, finally, and forever settle
11 and release the Released Parties from the Released Claims. Those Settlement Class Member
12 who negotiate their settlement check shall be deemed to opt-in for purposes of the Fair Labor
13 Standards Act, and thereby, shall fully, finally and forever settlement and release the Released
14 Parties from the Released Claims which arise under the Fair Labor Standards Act. Each
15 Individual Settlement Payment check will prominently state "By endorsing or negotiating this
16 check you will be deemed as opting into the settlement and release of Released Claims arising
17 under the Fair Labor Standards Act." (§III.B, as amended.)

18 "Released Claims" as defined in the Settlement Agreement means all causes of action
19 that were alleged or reasonably could have been alleged against the Released Parties based on
20 the facts, legal theories, or causes of action contained in the Operative Complaint, including all
21 of the following: (a) failure to provide all wages due, including minimum wage, straight time,
22 overtime, time-and-a-half, double time, reporting time pay, off-the-clock pay, and all other
23 potential wages; (b) failure to provide proper meal periods, and to properly provide premium
24 pay in lieu thereof; (c) failure to provide proper rest breaks, and to properly provide premium
25 pay in lieu thereof; (d) untimely pay during employment and untimely final pay; (e) improper
and/or inaccurate wage statements; (f) failure to keep required payroll records; (g) failure to

1 reimburse expenses; (h) civil penalties under PAGA; (i) unfair business practices; 0) any other
2 claims or penalties under the wage and hour laws plead in the Operative Complaint; and (k) all
3 damages, penalties, interest and other amounts recoverable under said causes of action under
4 California and federal law, to the extent permissible, including but not limited to the California
5 Labor Code, the applicable Wage Orders, the California Business and Professions Code section
6 17200, *et seq.*, and the federal Fair Labor Standards Act as to the facts alleged in the Operative
7 Complaint. The Released Claims include all claims, known or unknown, for compensatory,
8 consequential, incidental, liquidated, punitive, and exemplary damages; restitution; interest;
9 costs and fees; injunctive or equitable relief; and any other remedies available at law or equity
10 for the time period from August 5, 2011 through the date of Final Approval.

11 Settlement Class Members who negotiate their Individual Settlement Payment check
12 which will be deemed as opting into the settlement and release of Released Claims arising under
13 FLSA. Each Individual Settlement Payment check will prominently state "By endorsing or
14 negotiating this check you will be deemed as opting into the settlement and release of Released
15 Claims arising under the Fair Labor Standards Act. (§I.CC, as amended.)

16 "Released Parties" means Defendants and their past, present and/or future, direct and/or
17 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
18 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
19 affiliates, divisions, predecessors, successors, assigns, and joint ventures. (§I.DD)

20 Both Class Representatives will provide a general release and §1542 waiver. (§III.C.)
21 Plaintiff Sanchez will additionally provide an ADEA waiver. (§III.D)

22 The releases are appropriately tethered to the pleading and the time period for the
23 released claims is appropriate. Plaintiff's broader release is acceptable as he was represented by
24 counsel when these terms were negotiated.

25 **C. ANALYSIS OF SETTLEMENT AGREEMENT**

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

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

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

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

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

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

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

- 20 a. Was the settlement reached through arm’s-length bargaining? Yes. The Parties
21 participated in a mediation conducted by Mediator Louis M. Marlin, Esq.
22 Counsel represent that during the mediation, the parties exchanged information
23 and discussed all aspects of the case. With the aid of the mediator’s evaluations,
24 the Parties reached the Settlement to resolve both cases in their entirety.
25 (Aiwazian Decl. ISO Preliminary Approval, ¶11.)

1 b. Were investigation and discovery sufficient to allow counsel and the court to act
2 intelligently? Yes. Counsel represent that the parties actively litigated the case
3 and conducted significant formal and informal discovery and investigation into
4 the facts of the case, and also informally exchanged data and information in
5 preparation for the mediation. Both sides propounded and responded to written
6 discovery requests in various forms. Class Counsel also interviewed and obtained
7 information from Plaintiffs and putative class members (including, and not
8 limited to, the names of potential witnesses), reviewed and analyzed a volume of
9 documents and data produced by Defendants and obtained through other sources,
10 researched applicable law, and undertook damages/valuation calculations. The
11 data and documents that Class Counsel reviewed and analyzed included and were
12 not limited to: Plaintiffs' and other putative class members' employment records
13 (including, personnel records and detailed time and pay records), multiple
14 Collective Bargaining Agreements, and various agreements and
15 acknowledgements, a sampling of putative class members' time records, wage
16 records, and work day details, and Defendants' operations and employment
17 policies, practices, and procedures, among other information and documents
18 Counsel for the Parties also met and conferred on numerous occasions, e.g., to
19 discuss issues relating to removal, remand, the pleadings, discovery, and the
20 production of documents and data prior to the mediation. (*Id.* at ¶12.)

21 c. Is counsel experienced in similar litigation? Yes. Class Counsel has prior
22 experience in wage and hour class action litigation. (*Id.* at ¶¶ 2-7.)

23 d. What percentage of the class has objected? Zero. (Salinas Decl., ¶12.)

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

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

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

4 Plaintiffs' core allegation is that Defendants violated the California Labor
5 Code and California Business and Professions Code by engaging in a uniform
6 policy and systematic scheme of wage abuse against Plaintiffs and the putative
7 class members, including inter alia, failing to properly compensate for overtime
8 and minimum wages, failing to provide compliant meal and rest periods and
9 associated premium pay, failing to timely pay wages and associated waiting time
10 penalties, failing to provide compliant wage statements, failing to maintain
11 requisite payroll records, and failing to reimburse necessary business expenses.
12 Plaintiffs further contend that Defendants thereby engaged in unfair business
13 practices and that their conduct gives rise to penalties under the Private Attorneys
14 General Act. For example, Plaintiffs claimed that they and the other putative class
15 members were regularly required to perform job duties off-the-clock, during meal
16 and rest periods, and before clocking-in and after clocking-out of work.
17 (Aiwazian Supp. Decl. ISO Preliminary Approval, ¶10.)

18 Class Counsel considered information obtained through investigations
19 and obtained from Plaintiffs and other putative class members, as well as class
20 data provided by Defendants, and created a damages/valuation model prior to the
21 mediation. (*Id.* at ¶18.) Class Counsel's estimate of Defendant's maximum
22 exposure on each of the alleged claims is summarized in the table below.

Cause of Action	Maximum Exposure
Unpaid Overtime	\$1,222,620.00
Unpaid Minimum Wage	\$815,080.00

Meal Period Violations	\$815,080.00
Rest Break Violations	\$1,222,620.00
Waiting Time Penalties	\$2,209,065.60
Wage Statement Violations	\$4,572,000.00
Failure to Maintain Payroll Records	\$700,500.00
Unreimbursed Business Expenses	\$68,690.00
PAGA	\$342,900.00
Total	\$11,968,555.60

(Aiwazian Supp. Decl. ISO Preliminary Approval, ¶¶10-65.)

Class Counsel obtained a gross settlement valued at \$2,300,000. This is 19.21% of Defendant's maximum potential exposure, which is within the "ballpark of reasonableness."

- a. 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.
- b. 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."].)
- c. Amount offered in settlement. As indicated above, the Maximum Settlement Amount is \$2,300,000. Assuming that the Court approves all of the requested

1 deductions, approximately \$1,344,546.06 will be available for automatic
2 distribution to participating class members. Assuming full participation, the
3 average settlement share will be approximately \$802.71. [$\$1,344,546.06 \text{ Net} \div$
4 $1,675 \text{ class members} = \802.71]

- 5 d. Extent of discovery completed and stage of the proceedings. As discussed
6 above, at the time of the settlement, the parties had conducted extensive
7 discovery.
- 8 e. Experience and views of counsel. The settlement was negotiated and endorsed
9 by Class Counsel who, as indicated above, is experienced in class action
10 litigation, including wage and hour cases. Class Counsel believes that the
11 settlement is fair, reasonable and adequate for each participating Class Member.
12 (Aiwazian Decl. ISO Preliminary Approval, ¶21.)

- 13 f. Presence of a governmental participant. This factor is not applicable here.

- 14 g. Reaction of the class members to the proposed settlement.

15	Number of class members:	1,677
16	Number of notices mailed:	1,677
17	Number of undeliverable notices:	9
18	Number of opt-outs:	2
19	Number of objections:	0
20	Number of participating class members:	1,675

21 (Salinas Decl., ¶¶5-12.)

22 CONCLUSION: The settlement can be deemed “fair, adequate, and reasonable.” The
23 Court finds that the notice was adequate and conforms to due process requirements.

24 **D. ATTORNEY FEES AND COSTS**

1 Class Counsel request **\$805,000.00** for attorney fees and **\$17,061.44** for costs. (Motion
2 ISO Final, 31:5-6; 23-24.)

3 In determining the appropriate amount of a fee award, courts may use the lodestar
4 method, applying a multiplier where appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22
5 Cal.4th 1084, 1095-96.) A percentage calculation is permitted in common fund cases. (*Laffitte v.*
6 *Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) Despite any agreement by the parties to the
7 contrary, 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 Telephone*
9 *Company* (2004) 118 Cal.App.4th 123, 128.)

10 In the instant case, fees are sought pursuant to the percentage method. (Motion ISO Final,
11 19:9-13.) The \$805,000.00 fee request is 35% of the \$2,300,000.00 gross settlement amount,
12 which is slightly above average. (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545,
13 558, fn. 13 [“Empirical studies show that, regardless whether the percentage method or the
14 lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)

15 If measured against counsel’s proposed lodestar, the amount is slightly less than the
16 claimed lodestar amount. The “lodestar” calculation, however, is dependent upon counsel
17 providing the court with market-tested hourly rates, which is not provided here. The calculation
18 of an “effective” rate in three cases is a mathematical calculation that does not show that the
19 hourly rates charged here are what could be received in the open market for similar work. Thus,
20 such an analysis is of limited utility in justifying the claim for fees.

21 Nonetheless, the \$805,000.00 fee request is represented to be consistent with the retainer
22 agreement signed by the plaintiffs. Further, the notice expressly advised class members of the
23 fee request. There were no objections. (See Salinas Decl., ¶12 and Exhibit A thereto.)
24 Accordingly, the Court awards fees in the amount of **\$805,000.00**.

1 As for costs, Class Counsel requests **\$17,061.44**. (Motion ISO Final, 23-24.) This is less
2 than the \$30,000.00 cap provided in the settlement agreement. (Aiwazian Decl. ISO Preliminary
3 Approval, ¶19.) Class Members' notice expressly advised class members of the cost request.
4 There were no one objections. (See Salinas Decl., ¶12 and Exhibit A thereto.) The costs include,
5 among others, mediation fees, (\$4,450.00), photocopying fees (\$1,966.50), and expert fees
6 (\$3,150.00). (Exhibit B to Aiwazian Decl. ISO Final.)

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

9 For all of the foregoing reasons, costs of **\$17,061.44** are approved.

10 **E. INCENTIVE AWARD TO CLASS REPRESENTATIVE**

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

21 Here, Class Representatives Ruben Sanchez and John Brown each request an incentive
22 award of \$6,500.00 [**\$13,000 total**]. (Aiwazian Decl. ISO Final, ¶20.)

23 Plaintiff Ruben Sanchez worked for Defendant from approximately December 2013 to
24 approximately May 2014. (Declaration of Ruben Sanchez ¶2.) Mr. Sanchez's contributions to
25 this litigation include numerous in-person and telephonic meetings with Class Counsel,

1 providing relevant documents, providing names of potential witnesses, responding to discovery,
2 developing litigation strategy, and reviewing the settlement agreement. (*Id.* at ¶¶3-5.) In total,
3 Mr. Sanchez estimates he has devoted approximately 38 hours to activities related to this
4 litigation. (*Ibid.*)

5 Plaintiff John Brown worked for Defendant from approximately April 2012 to October
6 2013. (Declaration of John Brown ¶2.) Mr. Brown's contributions to this litigation include
7 numerous in-person and telephonic meetings with Class Counsel, providing relevant documents,
8 providing names of potential witnesses, responding to discovery, and developing litigation
9 strategy. (*Id.* at ¶¶3-5.) In total, Mr. Brown estimates he has devoted approximately 31 hours to
10 activities related to this litigation. (*Ibid.*)

11 These are modest contributions on behalf of the class. In light of the above, but taking
12 into account the benefits obtained on behalf of the class, **\$5,000** per class representative
13 (**\$10,000 total**) appears to be reasonable inducement for Plaintiffs' participation in the case.

14 **F. CLAIMS ADMINISTRATION COSTS**

15 Claims administrator, Simpluris, Inc. requests **\$49,515.38** in compensation for its work
16 in administering this case. (Salinas Decl., ¶16.) At the time of preliminary approval, Class
17 Counsel represented that costs for settlement administration *would not exceed* \$50,000.
18 (Settlement Agreement ¶III.L.5.) Class Members were provided notice of the costs and did not
19 object. (Salinas Decl., ¶12.)

20 Accordingly, claims administration costs are approved in the amount of **\$49,515.38**.

22 **III. CONCLUSION AND ORDER**

23 **A. RULING**

1 Contingent upon counsel amending the Settlement Agreement to comply with Cal. Code of
2 Civ. Pro. § 384 and filing the amendment with the Court and serving it on the LWDA no later
3 than August 15 2018 the Court hereby:

- 4 (1) Grants class certification for purposes of settlement;
- 5 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 6 (3) Awards **\$805,000.00** in attorney fees to Class Counsel, Edwin Aiwazian, Arby
7 Aiwazian, and Joanna Ghosh of Lawyers for Justice, PC;
- 8 (4) Awards **\$17,061.44** in litigation costs to Class Counsel;
- 9 (5) Approves payment of \$45,000.00 (75% of \$60,000 PAGA penalty) to the LWDA;
- 10 (6) Awards **\$10,000** as Class Representative Service Awards to Plaintiffs Ruben Sanchez
11 and John Brown (\$5,000 each);
- 12 (7) Awards **\$49,515.38** in claims administration costs to Simpluris, Inc.;
- 13 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling and
14 containing the class definition and the full release language, and the names of all
15 members who opted out by 8/15, 2018;
- 16 (9) Orders class counsel to provide notice to the class members pursuant to California
17 Rules of Court, rule 3.771(b); and
- 18 (10) A Non-Appearance Case Review re: Final Report re: Distribution of Settlement Funds
19 is set for 3/27/19, at 8:30 a.m.
20 Final Report is to be filed by 3/20/19.

21
22 Dated:

8/8/18

Maren E. Nelson

23 MAREN E. NELSON

24 Judge of the Superior Court
25