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Superior Court of California
County of Los Angeles

DEC 21 2018

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

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUAN VAZQUEZ, an individual, and PAUL
RODRIGUEZ, an individual, on behalf of
themselves and others similarly situated, and as
a member of the general public;

Plaintiffs,

v.

PACIFIC BROADBAND TECHNICAL
SERVICES, INC., a California corporation; and
Does 1 through 50, inclusive,

Defendants.

Case No.: BC603246

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: December 21, 2018
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiffs Juan Vazquez and Paul Rodriguez sue their former employer, Defendant Pacific
Broadband Technical Services, a contractor for Time Warner Cable (which ultimately became
Spectrum) for alleged wage and hour violations. Plaintiffs seek to represent a class of field

1 technicians who performed installation services for Time Warner/Spectrum's customers, as
2 directed by Defendant.

3 Plaintiff Vasquez filed his initial class action complaint on December 7, 2015. The
4 operative First Amended Complaint ("FAC"), filed January 13, 2016, adds Plaintiff Paul
5 Rodriguez, and asserts causes of action for the following violations: (1) Failure to Pay Wages
6 and Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods;
7 (4) Failure to Reimburse Expenses; (5) Waiting Time Penalties; (6) Failure to Provide Accurate
8 Itemized Wage Statements; (7) Unfair Business Practices (B&P § 17200, et seq.); and (8)
9 PAGA.

10 On August 2, 2017, the Parties attended a private mediation with Hon. Stephen Sundvold
11 (Ret.). At the mediation, the Parties reached a tentative settlement, conditioned on Defendant
12 providing additional documentation. Defendant provided the documentation, and the Parties
13 continued to discuss resolution with the assistance of the mediator. Eventually, the Parties
14 executed a Memorandum of Understanding outlining the settlement terms agreed to at mediation.
15 The Parties subsequently executed a long-form *Joint Stipulation for Class Action Settlement*
16 ("Settlement Agreement").

17 Following supplemental briefing and revisions to the Settlement Agreement, the Court
18 granted preliminary approval to the Settlement Agreement, as amended, on August 15, 2018. All
19 references to the Settlement Agreement below are to the revised document filed on August 15,
20 2018.

21 Now before the Court is Plaintiff's motion for final approval of the settlement.

22 **II. DISCUSSION**

23 **A. SETTLEMENT CLASS DEFINITION**

1 "Class Member(s)" or "Settlement Class" means all persons who were employed by
2 Defendant as non-exempt Field Technicians in the state of California at any time between
3 December 7, 2011 and March 1, 2018. (Settlement Agreement, ¶7.)

- 4 • The Class Period is from December 7, 2011 through March 1, 2018. (¶8)
- 5 • The Parties stipulate to the certification of the Settlement Class for purposes of
6 the Settlement Agreement only. (¶51)
- 7 • There are 191 Class Members. (Declaration of Cassandra Cita ¶5.)

8 **B. TERMS OF SETTLEMENT AGREEMENT**

9 The essential terms are as follows:

- 10 • The Gross Settlement Amount ("GSA") is **\$155,000, non-reversionary.** (¶12)
- 11 • The Net Settlement Amount (**\$71,100.40**) is the GSA less:
 - 12 ○ Up to **\$51,666.67** (33.33%) for attorney fees (¶5);
 - 13 ○ Up to **\$9,000** for attorney costs (*Ibid.*);
 - 14 ○ Up to **\$15,000** for service award to the class representatives [**\$7,500 x 2**] (¶9);
 - 15 ○ Estimated **\$6,732.93** for claims administration costs (¶3); and
 - 16 ○ **\$1,500** for PAGA penalties (75% of \$2,000) payable to the LWDA (¶12).
- 17 • Defendant's share of payroll taxes will be paid in addition to the GSA. (¶¶ 12, 45.)
- 18 • Defendant is responsible for paying any interest on the cy pres payments in addition
19 to the GSA. (¶12.)
- 20 • The proposed Settlement Agreement was submitted to the LWDA on April 26, 2018.
21 (See Proof of Service)
- 22 • Class Members who do not opt out will receive a settlement payment and will be
23 bound by the terms of the Settlement Agreement. (¶37)
- 24 • The Response Deadline will be 45 calendar days from the initial mailing of the Notice
25 Packet by the Claims Administrator. The Response Deadline for Request for

1 Exclusion and objections will be extended 15 calendar days for any Class Member
2 who is re-mailed a Notice Packet by the Claims Administrator. (§22)

- 3 • Individual Settlement Payment Calculations. Defendant will provide the Claims
4 Administrator with the total number of compensable workweeks for each Class
5 Member. The Claims Administrator will divide the Net Settlement Amount by the
6 total number of compensable workweeks ("Work Week Rate Amount") and then
7 multiply this amount by each Class Member's total number of compensable
8 workweeks to yield that employee's Net Settlement Payment. In the event that a Class
9 Member opts-out, his/her individual share of the settlement will be redistributed to
10 participating Class Members pursuant to the formula provided herein. (§29)

- 11 ○ For tax purposes, Individual Settlement Awards will be allocated as follows:
12 20% as wages, 40% as interest, and 40% as statutory penalties. (§43)

- 13 • Individual Settlement Award checks shall remain negotiable for 180 days from the
14 date of mailing. After 180 days a report shall be provided to the Court as to the total
15 amount paid to the Class Members and the Court shall amend the judgment to direct
16 Defendant to pay the sum of the proceeds from any uncashed checks, including the
17 interest on that sum at the legal rate of interest from the date of initial judgment.

18 Within 3 business days after the Court amends the judgment accordingly, Defendant
19 shall deposit the additional funds sufficient to pay the interest on the cy pres amount
20 to the Claims Administrator. Upon receipt of the additional funds, the Administrator
21 shall distribute the funds, including interest thereon, pursuant to CCP § 384. The
22 Parties have agreed that the proceeds from any uncashed checks will be paid to the
23 Wage Justice Center. (§41.)

- 24 ○ Tax documents issued in connection with uncashed checks will be withdrawn
25 and voided. (*Ibid.*)

1 ○ The parties and their counsel have no affiliation or involvement with the
2 Wage Justice Center. (*Ibid.*)

- 3 ● CPT Group, Inc. will perform settlement administration. (¶2)
- 4 ● Release of Claims by Class Members. Upon the Effective Date, all Class Members
5 who do not timely submit a valid Request for Exclusion do and will be deemed to
6 have fully, finally and forever released, settled, compromised, relinquished and
7 discharged any and all of the Released Parties of and from any and all Released
8 Claims accruing during the Class Period. (¶48.)

9 ○ "Released Claims" means wage and hour claims, rights, demands, liabilities,
10 penalties, interest and causes of action that were pled, or that could have been
11 pled in the Complaint based on the factual allegations pled in Plaintiffs'
12 Complaint ("Complaint"), including claims for failure to pay overtime
13 wages, failure to pay minimum wages, failure to provide meal periods, failure
14 to provide rest periods, failure to pay all wages upon termination, failure to
15 provide accurate wage statements, unfair competition claims under California
16 Business & Professions Code §17200, et seq., civil penalties pursuant to
17 Labor Code §2699, et seq. This release will cover all Class Members who do
18 not opt out of this settlement. (¶19.)

19 ○ "Released Parties" means Defendant and Defendant's former and present
20 parents, subsidiaries and affiliated companies and entities and its current,
21 former and future owners, officers, directors, members, managers,
22 employees, consultants, partners, affiliates, subsidiaries, shareholders,
23 attorneys, insurers, reinsurers, joint venturers and agents, any successors,
24 assigns, or legal representatives and any individual or entity who or which
25

1 could be jointly liable with Defendant and all persons or entities acting by,
2 through under or in concert with any of them. (§20)

- 3 ○ The named Plaintiffs will also provide general releases and CC §1542
4 waivers. (§49)

5 **C. ANALYSIS OF SETTLEMENT AGREEMENT**

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

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

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

1 “The burden is on the proponent of the settlement to show that it is fair and reasonable.
2 However ‘a presumption of fairness exists where: (1) the settlement is reached through arm's-
3 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
4 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
5 objectors is small.’” (See *Wershba, supra*, 91 Cal.App.4th at pg. 245 [citing *Dunk v. Ford Motor*
6 *Co.* (1996) 48 Cal.App.4th 1794, 1802. (“*Dunk*”).) Notwithstanding an initial presumption of
7 fairness, “the court should not give rubber-stamp approval.” (See *Kullar v. Foot Locker Retail,*
8 *Inc.* (2008) 168 Cal.App.4th 116, 130 (“*Kullar*”).) “Rather, to protect the interests of absent
9 class members, the court must independently and objectively analyze the evidence and
10 circumstances before it in order to determine whether the settlement is in the best interests of
11 those whose claims will be extinguished.” (*Ibid.*) In that determination, the court should
12 consider factors such as “the strength of plaintiffs' case, the risk, expense, complexity and likely
13 duration of further litigation, the risk of maintaining class action status through trial, the amount
14 offered in settlement, the extent of discovery completed and stage of the proceedings, the
15 experience and views of counsel, the presence of a governmental participant, and the reaction of
16 the class members to the proposed settlement.” (*Id.* at 128.) “Th[is] list of factors is not
17 exclusive and the court is free to engage in a balancing and weighing of factors depending on the
18 circumstances of each case.” (*Wershba supra*, 91 Cal.App.4th at pg. 245.)

19 Nevertheless, “[a] settlement need not obtain 100 percent of the damages sought in order
20 to be fair and reasonable. Compromise is inherent and necessary in the settlement process.
21 Thus, even if ‘the relief afforded by the proposed settlement is substantially narrower than it
22 would be if the suits were to be successfully litigated,’ this is no bar to a class settlement
23 because ‘the public interest may indeed be served by a voluntary settlement in which each side
24 gives ground in the interest of avoiding litigation.’” (*Wershba, supra*, 91 Cal.App.4th at pg.
25 250.)

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

2 a. Was the settlement reached through arm's-length bargaining? Yes. Class
3 Counsel represents that, on August 2, 2017, the Parties attended a private
4 mediation with Hon. Stephen J. Sundvold (Ret.). At the mediation, the Parties
5 reached a tentative settlement, conditioned on Defendant providing additional
6 documentation. Defendant provided the documentation, and the Parties continued
7 to discuss resolution with the assistance of the mediator. Eventually, the Parties
8 executed a short-form Memorandum of Understanding outlining the settlement
9 terms agreed to at mediation, which provided the foundation for the Joint
10 Stipulation that is now submitted for the Court's approval. (Declaration of Barry
11 Appell ISO Prelim Approval ¶7.)

12 b. Were investigation and discovery sufficient to allow counsel and the court to act
13 intelligently? Yes. Class Counsel represents that the Parties engaged in
14 extensive formal and informal discovery to arrive at the proposed settlement.
15 Defendant provided responses to written discovery, and produced responsive
16 documents. Plaintiffs took the deposition of the person most knowledgeable on
17 behalf of Defendant, Clifford Michel. Defendant provided financial documents,
18 its contract with time Warner/Spectrum, and payroll records of Plaintiffs and
19 records of Proposed Class Members. (*Id.* at ¶5.) A substantial factor in this
20 settlement is that Time Warner/Spectrum has moved away from using
21 contractors to perform customer installations and is instead using its own
22 employees. As a result, Defendant shut down its operations as of February 2018.
23 (*Id.* at ¶6.)

24 c. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced
25 in class action litigation, including wage and hour class actions. (*Id.* at ¶¶ 35-38.)

1 d. What percentage of the class has objected? Zero objectors. (Cita Decl., ¶11.)

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

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

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

7 Here, Plaintiffs allege that they and the other employees were: (1) Paid
8 solely on a piece rate basis and thus not paid for all hours worked and not paid
9 minimum wages for non-productive time, such as during rest periods; (2) Not
10 paid overtime premium pay for hours worked in excess of 8 hours in a day or 40
11 hours in a week; (3) Subject to improper deductions from wages for quality
12 control issues raised by Time Warner/Spectrum; (4) Required to work without
13 being provided the opportunity to take uninterrupted meal periods of not less than
14 30 minutes and not being paid for the missed meal periods with one hour of
15 wages for each meal period that Defendant failed to provide or deficiently
16 provided; (5) Not provided with accurate written itemized wage statements as
17 required by California law which provided the accurate numbers of hours
18 worked, overtime hours worked, and overtime rate; (6) Not paid all wages due
19 and owing immediately upon termination or within 72 hours of their resignation,
20 as required by California law; and (7) Not reimbursed for use of their personal
21 vehicles and cell phones for work, including for mileage and cell phone, as
22 required by Labor Code section 2802. (Appell Decl. ISO Prelim Approval ¶3.)

23 Class Counsel estimated Defendant's exposure by taking Plaintiffs'
24 individual damages estimates (based partially on payroll records and partially on
25 their statements of hours worked and miles drive, etc.) and extrapolating the

1 numbers to the estimated class size of 177 people and the estimated full-time
2 equivalents of 60 over the class period. (Supp. Appell Decl. ISO Prelim Approval
3 ¶10.b.) Class Counsel’s estimated maximum claim values for each of the
4 violations alleged are as follows:

Violation	Maximum Exposure
Unpaid Wages/Overtime Claim	\$10,374,000.00
Pre-Judgment Interest on Wage Claims	\$2,535,000
Expense Reimbursement	\$1,950,000
Meal Period Violations	\$327,600.00
Wage Statement Penalties	\$507,000.00
Waiting Time Penalties	\$1,326,438.00
Min. Wage Liquidated Damages Penalties	\$699,660.00
Total	\$17,719,698.00

14 (*Id.* at ¶¶ 10.a – 10.j.) The values provided above assume Plaintiffs are the
15 prevailing parties on every claim asserted and that Plaintiffs receive the
16 maximum amount of penalties for each claim, including interest for the wages
17 claims. Class Counsel believes that Plaintiffs had a reasonable likelihood of
18 success on the merits, but also believed that discretion would likely be used by
19 the trier of fact to reduce the amount of penalties. (*Id.* at ¶10.a.)

20 Class Counsel obtained a gross settlement valued at \$155,000. This is
21 0.87% of Defendant’s maximum potential exposure, which, given the uncertain
22 outcomes and Defendant’s financial condition, is within the “ballpark of
23 reasonableness.”

- 24 a. Risk, expense, complexity and likely duration of further litigation. Given the
25 nature of the class claims, the case is likely to be expensive and lengthy to try.

1 Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong
2 the litigation as well as any recovery by the class members.

3 b. Risk of maintaining class action status through trial. Even if a class is certified,
4 there is always a risk of decertification. (*Weinstat v. Dentsply Intern., Inc.*
5 (2010) 180 Cal.App.4th 1213, 1226 [“Our Supreme Court has recognized that
6 trial courts should retain some flexibility in conducting class actions, which
7 means, under suitable circumstances, entertaining successive motions on
8 certification if the court subsequently discovers that the propriety of a class
9 action is not appropriate.”].)

10 c. Amount offered in settlement. As indicated above, Class Counsel negotiated a
11 \$155,000, non-reversionary Gross Settlement Amount. Assuming the Court
12 approves all of the maximum requested deductions, approximately \$71,833.33
13 will be available for automatic distribution to participating class members. The
14 average settlement share to the 191 participating class members will be
15 approximately \$376.09. [$\$71,833.33 \text{ Net} \div 191 \text{ participating class members} =$
16 $\$376.09$]

17 d. Extent of discovery completed and stage of the proceedings. As discussed
18 above, at the time of the settlement, the parties had conducted extensive
19 discovery.

20 e. Experience and views of counsel. The settlement was negotiated and endorsed
21 by Class Counsel who, as indicated above, is experienced in class action
22 litigation, including wage and hour cases. Class Counsel believes that the
23 settlement is fair, reasonable and adequate for each participating Class Member.
24 (Settlement Agreement ¶60.)

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

1 g. Reaction of the class members to the proposed settlement.

2 Number of class members: 191
3 Number of notices mailed: 191
4 Number of undeliverable notices: 3
5 Number of opt-outs: 0
6 Number of objections: 0
7 Number of participating class members: 191

8 (Cita Decl. ¶¶5-13.)

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

11 **D. ATTORNEY FEES AND COSTS**

12 Class Counsel requests \$51,666.67 (33 1/3%) for attorney fees and \$9,000 for costs.

13 (Appell Decl. ISO Final Approval ¶¶ 31-32.)

14 In determining the appropriate amount of a fee award a percentage calculation is
15 permitted in common fund cases. (*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503.)
16 Despite any agreement by the parties to the contrary, courts have an independent responsibility
17 to review an attorney fee provision and award only what it determines is reasonable.

18 (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

19 In the instant case, fees are sought pursuant to the percentage method. (Appell Decl. ISO
20 Final Approval ¶31.) The \$51,666.67 fee request is 33 1/3% of the Gross Settlement Amount,
21 which is average. (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13
22 [“Empirical studies show that, regardless whether the percentage method or the lodestar method
23 is used, fee awards in class actions average around one-third of the recovery.”].)

24 Here, the \$51,666.67 fee request represents a reasonable percentage of the total funds
25 paid by Defendant. Further, the notice expressly advised class members of the fee request and

1 no one objected. (Cita Decl. ¶11 and Ex. A.) Accordingly, the Court awards fees in the amount
2 of **\$51,666.67**. Class Counsel have agreed to split any attorneys' fees awarded by the Court
3 equally (50-50), and this split has been authorized by Named Plaintiffs in writing. (Supp. Appell
4 Decl. ISO Prelim Approval ¶10.)

5 As for costs, Class Counsel requests **\$9,000**. (Appell Decl. ISO Final Approval ¶32.)
6 This is equal to the \$9,000.00 cap provided in the settlement agreement (¶5). This amount was
7 disclosed to Class Members in the Notice, and no objections were received. (Cita Decl. ¶11 and
8 Ex. A.) Class Counsel incurred actual costs in the amount of \$9,517.61. (*Ibid.* [Appell Shapiro
9 (\$6,892.21)] + [Benardo (\$2,625.40)].) The costs include Mediation (\$3,225), Filing/Service
10 Fees (\$2,081.59), Case Anywhere (\$2,440.40), and Deposition Transcript (\$1,098.60). (*Id.* at
11 Exhibits 2, 3.)

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

14 For all of the foregoing reasons, costs of **\$9,000** are approved.

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

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

1 Here, Class Representatives Juan Vasquez and Paul Rodriguez each request an
2 enhancement award of **\$7,500 [\$15,000 total]**. (Appell Decl. ISO Final Approval ¶29.)

3 Plaintiffs have not filed declarations describing their contributions to this litigation.
4 Class Counsel represents that Plaintiffs contributed to this case by providing relevant documents
5 to Class Counsel, spending numerous hours educating Class Counsel on the inner workings of
6 Defendant's organization and time-keeping practices, locating Class Members to assist in the
7 litigation, and attending an all-day mediation, which for Plaintiff Vasquez, involved traveling
8 from his current residence in Texas. (Appell Decl. ISO Final Approval ¶29.)

9 Class Counsel further represents that, even as it became clear that Defendant's financial
10 condition meant it was unlikely for the Class to obtain a large settlement, named Plaintiffs
11 proceeded with this case as a Class Action in order to benefit as many Class Members as
12 possible, rather than seeking to dismiss the Class and seek a likely larger recovery for
13 themselves individually. (*Id.* at ¶30.)

14 In light of Plaintiffs' fairly standard contributions to this litigation, and the lack of
15 declarations filed by Plaintiffs providing specific detail regarding their contributions to this
16 action, awards of \$5,000 each to Plaintiffs Vasquez and Rodriguez appear to be reasonable
17 inducement for Plaintiffs' participation in the case. Accordingly, enhancement awards in the
18 amount of **\$5,000** per class representative **[\$10,000 total]** are approved.

19 **F. CLAIMS ADMINISTRATION COSTS**

20 Claims administrator, Simpluris, Inc., requests **\$6,000** in compensation for its work in
21 administering this case. (Cita Decl. ¶14.) At the time of preliminary approval, costs of
22 settlement administration were estimated at \$6,732.93. (Settlement Agreement ¶3.) Class
23 Members were provided with notice of this amount and did not object. (Cita Decl. ¶11 and Ex.
24 A.)

25 Accordingly, claims administration costs are approved in the amount of **\$ 6,000**.

1 **III. 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 \$51,666.67 in attorney fees to Class Counsel, Appell Shapiro, PC and Law
- 6 Offices of Stephen M. Benardo, APLC;
- 7 (4) Awards \$9,000 in litigation costs to Class Counsel;
- 8 (5) Approves payment of \$1,500 (75% of \$2,000 PAGA penalty) to the LWDA;
- 9 (6) Awards \$5,000 as a Class Representative Service Awards to each of Plaintiffs Juan
- 10 Vasquez and Paul Rodriguez [**\$10,000 total**];
- 11 (7) Awards \$6,000 in claims administration costs to Simpluris, Inc.;
- 12 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling and
- 13 containing the class definition and the full release language by

14 _____ 12/21 _____, 2018;

- 15 (9) Orders class counsel to provide notice to the class members pursuant to California
- 16 Rules of Court, rule 3.771(b); and *by posting on the class administrator's website.*

- 17 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of Settlement

18 Funds for _____ 8/30/19 _____, at

19 8:30 am Final Report is to be filed by

20 _____ 8/23/19 _____.

23 Dated: 12/21/18

Maren E. Nelson

24 MAREN E. NELSON

25 Judge of the Superior Court