

FILED

LOS ANGELES SUPERIOR COURT

NOV 26 2018

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BY Nancy Navarro Deputy
NANCY NAVARRO

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

BENJAMIN DEL CASTILLO; individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

v.

STALEY, INC., an unknown business entity;
STALEY TECHNOLOGIES, an unknown
business entity; and DOES 1 through 100,
inclusive

Defendants.

Case No.: BC611897

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

I. BACKGROUND

Plaintiff Benjamin Castillo sues his former employer, Defendant Staley, Inc., for alleged wage and hour violations. Defendant is a cabling, power supply and network deployment

1 company with offices in California, including in Los Angeles County. Plaintiff seeks to represent
2 a class of Defendant's current and former non-exempt employees.

3 The operative First Amended Complaint, filed on March 18, 2016, alleges the following
4 causes of action: (1) Unpaid Overtime [Labor Code §§510, 1198]; (2) Unpaid Meal Period
5 Premiums [Labor Code §§ 226.7, 512(a)]; (3) Unpaid Rest Period Premiums [Labor Code
6 §226.7]; (4) Unpaid Minimum Wages [Labor Code §§ 1194, 1197, and 1197.1]; (5) Final Wages
7 Not Timely Paid [Labor Code §204]; (6) Wages Not Timely Paid During Employment [Labor
8 Code §204]; (7) Non-Compliant Wage Statements [Labor Code §226(a)]; (8) Failure to Keep
9 Requisite Payroll Records [Labor Code §1174(d)]; (9) Unpaid Reporting Time Pay [Labor Code
10 §1174(d)]; (10) Unreimbursed Business Expenses [Labor Code §§2800 and 2802]; (11) Unfair
11 Business Practices [Bus. & Prof. Code §§17200, *et seq.*]; and (12) PAGA [Labor Code §2698].

12 On May 11, 2017, the Parties participated in a formal, full-day mediation conducted by
13 mediator Lynn S. Frank. With the aid of the mediator, the parties were able to reach agreement
14 regarding terms of settlement. Class Counsel subsequently filed a copy of the parties' *Class*
15 *Action and PAGA Settlement Agreement and Release of Claims* ("Settlement Agreement") with
16 the Court.

17 Following revisions to the Settlement, the Court granted preliminary approval to the
18 settlement, as amended by *Amendment No. 1 to Class Action and PAGA Settlement* on February
19 14, 2018. Notice was initially sent to Class Members on March 8, 2018. Following the discovery
20 of errors and inaccuracies in the Notice, the parties notified the Court, who ordered the parties to
21 send revised Notice to all Class Members. At this time, the Parties also filed a stipulation
22 approving a revision to the handling of uncashed checks to comply with California Code of Civil
23 Procedure §384, as then amended.

24 At the initial hearing on the motion for final approval of the settlement, held September
25 27, 2018, the Court ordered the parties to file an amended Settlement Agreement which integrated

1 all previously requested modifications. In response, on October 10, 2018, the Parties filed a
2 Notice of Execution of First Amended Class Action and Settlement Agreement, to which the
3 amended settlement is attached as Exhibit A. All citations to the Settlement Agreement below
4 are to the amended version filed on October 10, 2018.

5 Having reviewed the amendments the Court now issues its Order Granting Motion for
6 Final Approval.

7 **II. DISCUSSION**

8 **A. SETTLEMENT CLASS DEFINITION**

9 “Class” or “Class Members” refers to “all current and former hourly-paid or nonexempt
10 employees who worked for Defendant within the State of California at any time during the
11 period from February 26, 2012 until the date on which the Court grants preliminary approval of
12 the Settlement [February 14, 2018]. (Settlement Agreement, ¶2)

13 PAGA Group Members are Class Members who worked for Defendant at any time
14 during the period from February 26, 2015 to the date on which the Court granted preliminary
15 approval of the Settlement. (¶14)

16 The Parties agree to stipulate to class action certification only for purposes of the
17 Settlement. (*Ibid.*)

18 There are 116 putative Class Members, 65 of whom are also PAGA Group
19 Members. (Supplemental Declaration of Jarrod Salinas ¶¶ 5, 9.)

20 **B. TERMS OF SETTLEMENT AGREEMENT**

21 The essential terms are as follows:

- 22 • The Gross Settlement Fund is **\$750,000, non-reversionary**. (¶9)
 - 23 ○ Within 65 calendar days of preliminary approval, Defendant will make its
 - 24 First Installment Payment of \$400,000. The payment will be distributed as
 - 25 follows (in order of priority): (1) 100% of amount owed to LWDA; (2) 100%

1 of Class Rep. Service Award; (3) 100% of PAGA Settlement Shares to Class
2 Members; (4) 50% of attorneys' fees and costs award to Class Counsel; (5)
3 50% of payment to Settlement Administrator; and (6) payment of Individual
4 Settlement shares. (¶57)

5 ○ Within one year of final approval, Defendant will make its Second Installment
6 Payment of \$350,000. The payment will be distributed as follows: (1)
7 payment of the remaining portion of individual settlement shares; (2)
8 remaining portion of attorneys' fees and costs award; remaining portion of
9 amount owed to settlement administrator. (¶58)

- 10 ● The Net Settlement Fund (**\$372,750**) is the Gross Settlement Fund minus:
- 11 ○ Up to **\$262,500** (35%) for attorney fees (¶28.a);
 - 12 ○ Up to **\$40,000** for attorney costs (*Ibid.*);
 - 13 ○ Up to **\$6,000** for a Service Award to the class representative (¶28.b);
 - 14 ○ Estimated **\$20,000** for claims administration costs (¶18);
 - 15 ○ **\$48,750** (75% of \$65,000 PAGA penalty) to the LWDA (¶14); and
 - 16 ○ Estimated **\$24,181.40** for employer taxes (Supp. Aiwazian Decl., ¶6).

17 ● There is no claims process. Class members will receive a settlement payment unless
18 they opt-out. (¶17)

19 ● Class Members must submit opt-outs or objections by the Response Deadline, which
20 is 45 calendar days from the initial issuance of the Notice. (¶36.) Class Members who
21 receive re-mailed Notices must respond not more than 10 days after the date of re-
22 mailing. (¶¶41-42.)

23 ○ Defendant has the right to rescind if opt-outs equal or exceed 10% of the
24 settlement class. (¶29)

25 ● Individual Settlement Shares:

1 o Each Settlement Class Member will be entitled to receive a pro rata portion of
2 the Net Settlement Fund ("Individual Settlement Share"), calculated based
3 upon the number of workweeks that each Settlement Class Member worked,
4 divided by the total number of workweeks worked by all Settlement Class
5 Members. The Settlement Administrator shall calculate the number of
6 workweeks worked by Settlement Class Members, the amount to be paid per
7 workweek, and the Individual Settlement Share of each Settlement Class
8 Member. (§28.c.i);

9 o PAGA Settlement Shares: PAGA Group Members will be entitled to receive a
10 pro rata portion of 25% of the PAGA Payment ("PAGA Settlement Share"),
11 based upon his or her workweeks, divided by the total number of workweeks
12 worked by all PAGA Group Members. The PAGA Settlement Shares will be
13 considered to be 100% penalties and will not be subject to reduction for any
14 employees' share of taxes or withholdings or Employer Taxes. (§28.c.ii)

15 • For tax purposes, payments to class members will be allocated: 34% wages, 33%
16 interest and 33% penalties. (§30)

17 • All Individual Settlement Share and PAGA Settlement Share checks shall
18 prominently state the expiration date or contain a statement as to when the checks
19 will expire, or alternatively, such a statement may be made in a letter accompanying
20 the checks. Checks for payment of Individual Settlement Shares and PAGA
21 Settlement Shares shall remain valid and negotiable for 180 calendar days from the
22 date of their issuance and, if not cashed within that time, the checks will be
23 cancelled. The funds associated with such cancelled checks will be transmitted by
24 the Settlement Administrator to Ronald McDonald House Charities in conformity
25 with California Code of Civil Procedure section 384, as amended. The Settlement

1 Administrator shall prepare a report regarding the distribution plan pursuant to
2 California Code of Civil Procedure section 384, including and not limited to the total
3 amount that was actually paid to Settlement Class Members and PAGA Group
4 Members and the amount of uncashed/unused funds as set forth in this paragraph,
5 and the report will be presented to the Court as ordered by the Court. (¶39, as
6 amended by the Joint Stipulation to Modify the Settlement Agreement.)

- 7 • The settlement administrator is Simpluris, Inc. (¶18)
- 8 • Notice of final judgement will be posted on the Settlement Administrator's website
9 for 60 days following entry of the Court's order. (¶56)
- 10 • Release of Claims by All Settlement Class Members. Upon the final approval by the
11 Court of this Settlement Agreement, and except as to such rights or claims as may be
12 created by this Settlement Agreement, all Settlement Class Members fully release
13 and discharge the Released Parties from any and all claims, debts, wages, liabilities,
14 demands, obligations, penalties, guarantees, costs, expenses, attorney's fees,
15 damages, action or causes of action of whatever kind or nature, arising out of the
16 Operative Complaint, including, but not limited to, any claims which have been or
17 could have been asserted against Defendant arising out of or related to all claims for
18 wages, overtime pay, pay for all time allegedly worked but not compensated, and all
19 other claims of any kind for unpaid minimum wages or overtime, recordkeeping
20 violations, wage statement violations, meal period and rest period violations
21 including claims for premium pay, unreimbursed business-related expenses, interest,
22 waiting time penalties, violations of Labor Code sections 510, 1198, 226(a), 226.7,
23 512, 1194, 1197, 1197.1, 201, 202, 203, 204, 1174(d), 2800, and 2802, other civil
24 and statutory penalties including but not limited to those arising under Labor Code
25 sections 1197, 1197.1, 1198, liquidated damages, civil and statutory penalties,

1 restitution, including but not limited to pursuant to Business & Professions Code
2 sections 17200, et seq., costs and attorneys' fees arising from the alleged violation of
3 any provision of common law, California law and/or Federal law which were or
4 could have been raised in the Operative complaint, which arose during the period
5 starting on February 26, 2012 and ending on the date on which the Court grants
6 preliminary approval of the Settlement (collectively, the "Released Claims").

7 Settlement Class Members will release the Released Claims arising under the Fair
8 Labor Standards Act ("FLSA") only if they negotiate their Individual Settlement
9 Share Check (which will contain language advising them of the foregoing), which
10 will be deemed as opting into the release of Released Claims under the FLSA. (§50)

- 11 • Parties acknowledge and agree that, by law, nonparty aggrieved employees have no
12 right to opt out of or object to the settlement of PAGA claims, that the settlement of
13 PAGA claims is subject to Court approval, and that a judgment with respect to
14 PAGA claims is binding with respect to non-party aggrieved employees upon Court
15 approval, pursuant to California Labor Code section 2699(l) and *Arias v. Superior*
16 *Ct.* (2009) 46 Cal. 4th 969. As such, irrespective of whether a Class Member submits
17 a Request for Exclusion, upon final approval of the Settlement, and except as to such
18 rights or claims as may be created by this Settlement Agreement, all Class Members
19 shall fully release and discharge the Released Parties from the Released Claims
20 which arise under PAGA and will be entitled to receive their pro rata portion of the
21 PAGA Payment. (§51)

- 22 • Class Representative will also provide a general release and §1542 waiver. (§§52-53)

23 C. ANALYSIS OF SETTLEMENT AGREEMENT

24 1. Standards for Final Fairness Determination

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

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

18 “The burden is on the proponent of the settlement to show that it is fair and reasonable.
19 However ‘a presumption of fairness exists where: (1) the settlement is reached through arm's-
20 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
21 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
22 objectors is small.’” (See *Wershba, supra*, 91 Cal.App.4th at pg. 245 [citing *Dunk v. Ford Motor*
23 *Co.* (1996) 48 Cal.App.4th 1794, 1802. (“*Dunk*”).) Notwithstanding an initial presumption of
24 fairness, “the court should not give rubber-stamp approval.” (See *Kullar v. Foot Locker Retail,*
25 *Inc.* (2008) 168 Cal.App.4th 116, 130 (“*Kullar*”).) “Rather, to protect the interests of absent

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

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

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

- 19 a. Was the settlement reached through arm’s-length bargaining? Yes. The Parties
20 participated in a full-day mediation conducted by Mediator Lynn S. Frank. Class
21 Counsel represents that, during the mediation, the Parties exchanged information
22 and discussed all aspects of the case. With the aid of the mediator's evaluations
23 and proposal, the Parties reached a settlement to resolve this lawsuit in its
24 entirety. (Aiwazian Decl. ISO Preliminary Approval ¶11.)
25

1 b. Were investigation and discovery sufficient to allow counsel and the court to act
2 intelligently? Yes. Class Counsel represents that the Parties litigated the case
3 and conducted significant formal and informal discovery and investigation into
4 the facts of the case. Class Counsel interviewed and obtained information from
5 Plaintiff and Class Members (including, and not limited to, the names of
6 potential witnesses), reviewed and analyzed thousands of pages of documents
7 and data produced by Defendant and obtained through other sources, researched
8 applicable law, and undertook calculations of the value of the claims and
9 damages. Both sides propounded and responded to several sets of written
10 discovery requests. Class Counsel prepared for and defended a full day of
11 Defendant's deposition of Plaintiff Benjamin Del Castillo. Class Counsel also
12 prepared for, attended, and took full day depositions of three of Defendant's
13 Persons Most Knowledgeable. The data and documents that Class Counsel
14 reviewed and analyzed included and were not limited to: Plaintiffs and other
15 Class Members' employment records, a detailed sampling of Class Members'
16 time and pay data, multiple job descriptions, multiple iterations of Defendant's
17 Employee Handbook, agreements (including but not limited to Defendant's
18 Cardholder Commercial Card Agreement and Corporate Lodging Policy and
19 Agreement), and internal memoranda, and Defendant's operations and
20 employment policies, practices, forms (including but not limited to Defendant's
21 Staley Technologies Employee Consent/Waiver/Release Form, Staley New Hire
22 Checklist, and the Field Services Required Tool List) and procedures (including
23 but not limited to Defendant's Reimbursement of Company Funds, Equipment, or
24 Charges policy among other information and documents. Counsel for the Parties
25 also met and conferred on numerous occasions. (*Id.* at ¶12.)

1 c. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced
2 in class action litigation, including wage and hour class actions. (*Id.* at ¶¶ 2-7.)

3 d. What percentage of the class has objected? Zero objectors. (Salinas Decl., ¶13.)

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

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

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

9 Class Counsel has provided information, summarized in the table below,
10 as to the estimated values of the alleged class claims. The values provided were
11 subsequently discounted to account for Defendant's asserted and potential
12 defenses to both class certification and the merits of the underlying claims.

<u>Violation</u>	<u>Maximum Exposure</u>
Meal Period Claims	\$438,929.10
Rest Period Claims	\$731,548.50
Waiting Time Penalties	\$414,072.00
Wage Statement Violations	\$208,000.00
Failure to Maintain Required Payroll Records	\$53,000.00
Unreimbursed Business Expenses	\$69,690.00
Unpaid Reporting Time Pay	\$146,309.70
PAGA	\$78,000.00
Total	\$2,139,549.30

23 (Supp. Aiwazian Decl., ¶¶12-67.)
24
25

1 Class Counsel obtained a gross settlement valued at \$750,000. This is
2 35% of Defendant’s maximum potential exposure, which is within the “ballpark
3 of reasonableness.”

- 4 a. Risk, expense, complexity and likely duration of further litigation. Given the
5 nature of the class claims, the case is likely to be expensive and lengthy to try.
6 Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong
7 the litigation as well as any recovery by the class members.
- 8 b. Risk of maintaining class action status through trial. Even if a class is certified,
9 there is always a risk of decertification. (*Weinstat v. Dentsply Intern., Inc.*
10 (2010) 180 Cal.App.4th 1213, 1226 [“Our Supreme Court has recognized that
11 trial courts should retain some flexibility in conducting class actions, which
12 means, under suitable circumstances, entertaining successive motions on
13 certification if the court subsequently discovers that the propriety of a class
14 action is not appropriate.”].)
- 15 c. Amount offered in settlement. As indicated above, Class Counsel negotiated a
16 \$750,000, non-reversionary Gross Settlement Fund, paid in two installments.
17 Assuming the Court approves all of the requested deductions, including
18 \$23,020.26 for the employer’s share of payroll taxes (Supp. Salinas Decl. ¶15),
19 approximately \$367,114.87 will be available for automatic distribution to
20 participating class members. The average settlement share to the 116
21 participating class members will be approximately \$3,164.78. [$\$367,114.87 \text{ Net} \div 116 \text{ participating class members} = \$3,164.78$]
22 ÷ 116 participating class members = \$3,164.78]
- 23 d. Extent of discovery completed and stage of the proceedings. As discussed
24 above, at the time of the settlement, the parties had conducted discovery
25 sufficient to value the case for settlement purposes.

1 e. Experience and views of counsel. The settlement was negotiated and endorsed
2 by Class Counsel who, as indicated above, is experienced in class action
3 litigation, including wage and hour cases. Class Counsel believes that the
4 settlement is fair, reasonable and adequate for each participating Class Member.
5 (Declaration of Edwin Aiwarzian ISO Final Approval ¶21.)

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

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

8	Number of class members:	116
9	Number of notices mailed:	116
10	Number of undeliverable notices:	1
11	Number of opt-outs:	0
12	Number of objections:	0
13	Number of participating class members:	116

14 (Supp. Salinas Decl., ¶¶5-13.)

15 Simpluris mailed the initial notice to all class members on March 8, 2018. (*Id.* at ¶7.)
16 After the notices were mailed, it was discovered that Simpluris had used the incorrect date of
17 February 26, 2016, rather than the correct date of February 14, 2018, with respect to the time
18 period used to determine whether a class member was also a PAGA Group Member. On March
19 26, 2018, Simpluris mailed a corrective postcard to 65 PAGA Group Members, advising them
20 of the error and providing them with their corrected estimated PAGA settlement share. (*Id.* at
21 ¶9.)

22 On August 10, 2018, in accordance with the Court's order, Simpluris mailed a
23 Supplemental Notice of Class Action Settlement via first class U.S. mail to the 116 class
24 members at their most updated addresses (*Id.* at ¶10.) The Response Deadline was extended to
25 September 10, 2018. (*Id.* at ¶11.)

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

3 **D. ATTORNEY FEES AND COSTS**

4 Class Counsel requests **\$262,500** (35%) for attorney fees and **\$25,516.87** for costs.
5 (Aiwazian Decl. ISO Final Approval ¶¶ 9, 19.)

6 In determining the appropriate amount of a fee award, courts may use the lodestar
7 method, applying a multiplier where appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22
8 Cal.4th 1084, 1095-96.) A percentage calculation is permitted in common fund cases. (*Laffitte v.*
9 *Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503.) Despite any agreement by the parties to the
10 contrary, courts have an independent responsibility to review an attorney fee provision and
11 award only what it determines is reasonable. (*Garabedian v. Los Angeles Cellular Telephone*
12 *Company* (2004) 118 Cal.App.4th 123, 128.)

13 In the instant case, fees are sought pursuant to the percentage method. (Aiwazian Decl.
14 ISO Final Approval ¶9.) The \$262,500 fee request is 35% of the Gross Settlement Fund, which is
15 slightly above average. (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13
16 [“Empirical studies show that, regardless whether the percentage method or the lodestar method
17 is used, fee awards in class actions average around one-third of the recovery.”].)

18 Here, the \$262,500 fee request represents a reasonable percentage of the total funds paid
19 by Defendant. An amount slightly above the average is appropriate because of the delay in
20 payment. Further, the notice expressly advised class members of the fee request, and no one
21 objected. (Supp. Salinas Decl. ¶13 and Exibs. 1, 3.) Accordingly, the Court awards fees in the
22 amount of **\$262,500**.

23 As for costs, Class Counsel requests **\$28,516.87**. (Aiwazian Decl. ISO Final Approval
24 ¶19.) This is less than the \$40,000.00 cap provided in the settlement agreement (¶28.a). This
25 amount was disclosed to Class Members in the Notice, and no objections were received. (Supp.

1 Salinas Decl. ¶13 and Exhibs. 1, 3.) Class Counsel incurred actual costs in the amount of
2 \$25,516.83. (Aiwazian Decl. ISO Final Approval ¶19, Exhib. B.) The costs include Court
3 Reporter/Videographer service (\$6,944.27), Mediation (\$5,500.00), Damages Expert (\$3,750),
4 and Attorney Service (\$5,070.20). (*Id.* at ¶19 and Exhib. B.)

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

7 For all of the foregoing reasons, costs of **\$28,516.87** are approved.

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

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

19 Here, Class Representative Benjamin Del Castillo requests an enhancement award of
20 **\$6,000** (Aiwazian Decl. ISO Final Approval ¶20.)

21 Plaintiff Del Castillo worked for Defendant as an hourly-paid, non-exempt Lead Data
22 Cabling Technician from approximately March 11, 2014 to June 2, 2015. (Declaration of
23 Benjamin Staley ¶2.) Mr. Castillo estimates that he has devoted approximately 33 hours to work
24 relating to this litigation. (*Id.* at ¶¶ 2-6.) His contributions to this case include meetings with
25 Class Counsel, reviewing discovery requests, providing documents and information to Class

1 Counsel, speaking with fellow Class Members about the case, preparing for and driving to his
2 deposition, being deposed, and reviewing the Settlement Agreement. (*Ibid.*)

3 In light of the above, as well as the benefits obtained on behalf of the class, a **\$6,000**
4 award for Mr. Del Castillo appears to be reasonable inducement for Plaintiff's participation in
5 the case. Accordingly, an enhancement in the amount requested is approved.

6 **F. CLAIMS ADMINISTRATION COSTS**

7 Claims administrator, Simpluris, Inc., requests **\$14,098** in compensation for its work in
8 administering this case. (Supp. Salinas Decl. ¶19.) At the time of preliminary approval, costs
9 of settlement administration were estimated at \$20,000. (Settlement Agreement ¶18.) Class
10 Members were provided with notice of this amount and did not object. (Supp. Salinas Decl. ¶13
11 and Exhibs. A, C.)

12 Accordingly, claims administration costs are approved in the amount of **14,098**.

13 **III. CONCLUSION AND ORDER**


14 The Court hereby:

- 15 (1) Grants class certification for purposes of settlement;
- 16 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 17 (3) Awards **\$262,500** in attorney fees to Class Counsel, Lawyers for Justice, PC;
- 18 (4) Awards **\$28,516.87** in litigation costs to Class Counsel;
- 19 (5) Approves payment of **\$48,750** (75% of \$65,000 PAGA penalty) to the LWDA;
- 20 (6) Awards **\$6,000** as a Class Representative Service Award to Plaintiff Benjamin Del
21 Castillo;
- 22 (7) Awards **\$14,098** in claims administration costs to Simpluris, Inc.;
- 23 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling and
24 containing the class definition and the full release language forthwith;

1 (9) Orders class counsel to provide notice to the class members pursuant to California
2 Rules of Court, rule 3.771(b); and

3 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of Settlement
4 Funds for May 22, 2020 at 8:30 a.m. Final Report is to be filed by May 15, 2020.
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8 Dated: 11/26/18



9 MAREN E. NELSON

10 Judge of the Superior Court
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