

FILED
Superior Court of California
County of Los Angeles

APR 13 2023

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

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

CLAUDIA NUNEZ PORCAYO, an
individual, on behalf of herself and on
behalf of all persons similarly situated,

Plaintiff,

v.

THE WHOLE CHILD – MENTAL
HEALTH & HOUSING SERVICES., a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 21STCV25160

me
**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: April 13, 2023
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiff Claudia Nunez Porcayo sues her former employer, Defendant The
Whole Child – Mental Health & Housing Services, for alleged wage and hour

1 violations. Defendant provides mental health, family housing, parent enrichment, and
2 nutrition education services to families and children. Plaintiff seeks to represent a class
3 of Defendant's current and former non-exempt employees.

4 On July 8, 2021, Plaintiff filed a class action complaint against Defendant
5 alleging causes of action for: (1) Unfair Competition (Business and Professions Code
6 §§ 17200); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and
7 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to
8 Provide Required Meal Periods (Labor Code §§ 226.7 and 512); (5) Failure to Provide
9 Required Rest Periods (Labor Code §§ 226.7 and 512); (6) Failure to Provide Accurate
10 Itemized Wage Statements (Labor Code § 226); (7) Failure to Reimburse Employees
11 for Required Business Expenses (Labor Code § 2802); (8) Failure to Provide Wages
12 When Due (Labor Code §§ 201, 202 and 203); (9) Unpaid Sick Pay (Labor Code §
13 246); and (10) Violations of the Private Attorney General Act (Labor Code §§ 2698 et
14 seq.) ("PAGA").

15 On March 15, 2022, the parties participated in a full day mediation with
16 mediator Jeffrey Krivis, Esq., which resulted in settlement. The terms were
17 subsequently finalized in the long-form Stipulation of Settlement of Class and PAGA
18 Action Claims and Release of Claims, a copy of which was filed with the Court.

19 The matter of Plaintiff's motion for preliminary approval of the settlement came
20 on for hearing on August 3, 2022, at which time the Court and counsel discussed
21 matters set forth in the Court's "checklist" issued August 2, 2022. The hearing was
22 continued to September 7, 2022.

23 On August 25, 2022, a revised Stipulation of Settlement of Class and PAGA
24 Action Claims and Release of Claims (Settlement Agreement) and form of notice were
25 filed with the Supplemental Declaration of Jean-Claude Lapuyade. Oral argument was

1 heard September 7, 2022 on Plaintiff's preliminary approval motion. Having
2 considered the argument of counsel and the terms of the settlement, the Court granted
3 preliminary approval on September 12, 2022, subject to certain conditions with which
4 there was compliance.

5 On September 16, 2022 and October 13, 2022, Defendant's CEO and counsel
6 each filed declarations representing that the escalator clause of the Settlement
7 Agreement was twice triggered due to the total number of workweeks determined by
8 the settlement administrator. On October 13, 2022, the parties also filed a Second
9 Addendum to Stipulation of Settlement of Class and PAGA Action Claims and Release
10 of Claims Dated August 25, 2022 which modified certain terms of the Settlement
11 Agreement to reflect the increase in the settlement amount and attorney fee award
12 pursuant to the escalator clause.

13 On October 18, 2022, the Court entered the parties' stipulation to modify its
14 September 12, 2022 Order Granting Preliminary Approval of the Settlement to reflect
15 the amendments made to the Settlement Agreement. All references below are to the
16 revised Settlement Agreement attached to the Lapuyade Declaration filed August 25,
17 2022 and the Second Addendum filed on October 13, 2022.

18 Notice was given to the Class Members as ordered (see Declarations of Nicole
19 Bench filed December 13 and 28, 2022). Now before the Court is Plaintiff's motion for
20 final approval of the Settlement Agreement, including for payment of fees, costs, and a
21 service award to the named plaintiff. For the reasons set forth below, the Court grants
22 final approval of the settlement.

23 //

24 //

25 //

II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

"Class Members" or the "Class" means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the Class Period. (§I.G)

"Class Period" means the period between July 8, 2017 to May 1, 2022. (§I.H)

"Aggrieved Employees" shall mean all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period. (§I.B)

"PAGA Period" means the period between April 30, 2020 to May 1, 2022 (the "PAGA Period"). (§I.V)

"Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement. (§I.GG)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$206,115** (§I.O, as amended). This includes payment of a PAGA penalty of **\$10,000** to be paid 75% to the LWDA (\$7,500) and 25% to the Aggrieved Employees (\$2,500) (§III.M.11).
 - Class Size: At the time of mediation, Defendant estimated that the Settlement Class was comprised of 195 individuals who collectively worked approximately 13,211 Workweeks ("Projected Workweeks") during the Class Period. At the time of filing of Plaintiff's motion for

1 preliminary approval of this Agreement, Defendant will provide a
2 declaration under penalty of perjury confirming the number of applicable
3 Class Members and Workweeks they worked during the applicable Class
4 Period. If the workweek number increases by more than 10% of the
5 estimate stated herein, the Gross Settlement Amount will increase
6 proportionally for the number of workweeks over 110%. (§III.A.2)

- 7 ○ After preliminary approval of the settlement was granted, Defendant's
8 CEO and counsel each filed declarations representing that the escalator
9 clause of the Settlement Agreement was triggered due to the total number
10 of workweeks as determined by the settlement administrator. See
11 Supplemental Declarations of Matthew T. Theriault and Costanza Pachon
12 filed October 13, 2022. The parties also filed a Second Addendum to
13 Stipulation of Settlement of Class and PAGA Action Claims and Release
14 of Claims Dated August 25, 2022 which modified certain terms of the
15 Settlement Agreement to reflect the increase in the GSA and attorney fee
16 award pursuant to the escalator clause at §III.A.2. The GSA was
17 increased from \$195,000 to \$206,115 and the Notice form was revised to
18 inform the class of this increase prior to issuance.

- 19 ● The Net Settlement Amount ("Net") (**\$94,479**) is the GSA less:
 - 20 ○ Up to **\$68,636** (33.3%) for attorney fees (§I.E, as amended);
 - 21 ○ Up to **\$15,000** for attorney costs (*Ibid.*);
 - 22 ○ Up to **\$10,000** for a service award to the proposed class representative
23 (§III.M.9); and
 - 24 ○ Estimated **\$8,000** for settlement administration costs (§III.M.12).
- 25

- 1 • Defendant's share of employer side payroll taxes is in addition to the Gross
2 Settlement Amount and shall be paid together with the Gross Settlement
3 Amount. (§III.A.4)
- 4 • Assuming the Court approves all maximum requested deductions, approximately
5 \$94,479 will be available for automatic distribution to participating class
6 members. Assuming full participation, the average settlement share will be
7 approximately \$433.38. ($\$94,479 \text{ Net} \div 218 \text{ class members} = \433.38). In
8 addition, each Aggrieved Employee will receive a portion of the PAGA penalty.
9 (\$2,500 or 25% of \$10,000 PAGA penalty).
- 10 • There is no Claim Requirement (§III.L.2.a).
- 11 • The settlement is not reversionary (§III.A.1).
- 12 • Individual Settlement Share Calculation: Using the Class Data, the Settlement
13 Administrator shall add up the total number of Workweeks for all Class
14 Members. The respective Workweeks for each Class Member will be divided by
15 the total Workweeks for all Class Members, resulting in the Payment Ratio for
16 each Class Member. Each Class Member's Payment Ratio will then be multiplied
17 by the Net Settlement Amount to calculate each Class Member's estimated
18 Individual Settlement Payments. (§III.M.1) All accrued interest shall be paid and
19 distributed to the Settlement Class Members as part of their respective Individual
20 Settlement Payment. (§I.FF)
 - 21 ○ PAGA Payment Calculation: Using the Class Data, the Settlement
22 Administrator shall add up the total number of PAGA pay periods for all
23 Aggrieved Employees during the PAGA Period. The respective PAGA
24 pay periods for each Aggrieved Employee will be divided by the total
25 PAGA pay periods for all Aggrieved Employees, resulting in the "PAGA

1 Payment Ratio" for each Aggrieved Employee. Each Aggrieved
2 Employee's PAGA Payment Ratio will then be multiplied by the
3 Aggrieved Employee Payment to calculate each Aggrieved Employee's
4 estimated share of the PAGA Settlement. (§III.M.2)

- 5 • Tax Withholdings: Individual Settlement Payments shall be allocated as 10%
6 wages, 90% interest and penalties. (§III.M.3) Aggrieved Employee Settlement
7 Payments shall be allocated and treated as 100% penalties. (§III.M.4)
- 8 • Funding of Settlement: "Funding Date" shall mean fifteen (15) calendar days
9 after the Effective Date and is the date Defendant transfers the Gross Settlement
10 Amount into the QSF in accord with the terms of the Agreement. (§I.N)
11 Defendant shall pay the Gross Settlement Amount to the Settlement
12 Administrator on the Funding Date. (§III.A.3)
- 13 • Distribution: Individual Settlement Payments and Aggrieved Employee
14 Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class
15 Members' and/or Aggrieved Employees last known mailing address no later than
16 fifteen (15) calendar days after the Funding Date. (§III.M.7)
- 17 • Uncashed Settlement Payment Checks: Any checks issued to Settlement Class
18 Members and Aggrieved Employees shall remain valid and negotiable for one
19 hundred and eighty (180) days from the date of their issuance. If an Individual
20 Settlement Payment and/or Aggrieved Employee's individual share of the PAGA
21 Settlement check has not been cashed within one hundred and eighty (180) days,
22 all funds represented by such uncashed checks, plus any interest accrued thereon,
23 shall be transmitted to the Controller of the State of California to be held
24 pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq.,
25

1 in the names and corresponding amounts associated with each Class Member
2 and/or Aggrieved Employee whose check(s) are cancelled. (§III.M.8)

3
4 **C. TERMS OF RELEASES**

- 5 • Release by Settlement Class Members: As of the Funding Date, in exchange for
6 the consideration set forth in this Agreement, Plaintiff and the Settlement Class
7 Members release the Defendant from the Released Class Claims for the Class
8 Period. (§III.B)

9 ○ "Released Class Claims" means all class claims alleged in the operative
10 complaint or that could have been stated based on the facts alleged in the
11 Action, including but not limited to federal and state wage and hour
12 claims (including all claims under the California Labor Code and/or Fair
13 Labor Standards Act) for unpaid wages, minimum wage, overtime, wages
14 for off-the-clock work, meal periods, rest periods, wage statement
15 violations, waiting time penalties, failure to maintain records, interest,
16 penalties, and attorneys' fees, unfair competition and the related
17 provisions of the Business & Professions Code including sections 17200
18 and 17203, Labor Code sections 201, 202, 203, 204, 206.5, 210, 226,
19 226.2, 226.7, 246, 510, 512, 515, 558, 1194, 1197, 1197.1, 1198, and
20 2802 and all claims under the governing Wage Order(s), which occurred
21 during the Class Period, and expressly excluding all other claims,
22 including claims for vested benefits, wrongful termination,
23 unemployment insurance, disability, social security, workers'
24 compensation, and class claims outside of the Class Period. (§I.BB)

- Release by the Aggrieved Employees: As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Defendant from the PAGA Released Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendant for the PAGA Release Claims regardless of whether the Aggrieved Employee requests to be excluded from the Settlement. (§III.C)

- "Released PAGA Claims" means all PAGA claims for penalties and any other available relief pursuant to the PAGA alleged in the operative complaint and/or Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period including for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802 and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. (§I.CC)

- The named Plaintiff will also provide a general release and a waiver of the protections of Cal. Civ. Code §1542. (§III.D)
- The releases are effective as of the Funding Date, which is fifteen (15) calendar days after the Effective Date. (§I.N)

III. ANALYSIS OF SETTLEMENT AGREEMENT

"Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement." Cal. Rules of Court, rule 3.769(g). "If the court approves the settlement agreement after the final approval hearing, the court must make and enter

1 judgment. The judgment must include a provision for the retention of the court's
2 jurisdiction over the parties to enforce the terms of the judgment. The court may not
3 enter an order dismissing the action at the same time as, or after, entry of judgment.”
4 Cal. Rules of Court, rule 3.769(h).

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

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

1 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
2 116, 130. “Rather, to protect the interests of absent class members, the court must
3 independently and objectively analyze the evidence and circumstances before it in order
4 to determine whether the settlement is in the best interests of those whose claims will be
5 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
6 that determination, the court should consider factors such as “the strength of plaintiffs’
7 case, the risk, expense, complexity and likely duration of further litigation, the risk of
8 maintaining class action status through trial, the amount offered in settlement, the extent
9 of discovery completed and stage of the proceedings, the experience and views of
10 counsel, the presence of a governmental participant, and the reaction of the class
11 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
12 the court is free to engage in a balancing and weighing of factors depending on the
13 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

14 **A. A PRESUMPTION OF FAIRNESS EXISTS**

15 The Court preliminarily found in its Order of September 12, 2022 that the
16 presumption of fairness should be applied. No facts have come to the Court’s attention
17 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a
18 presumption of fairness as set forth in the preliminary approval order.

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

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

23 Number of class members: 218

24 Number of notices mailed: 218

25 Number of undeliverable notices: 2

1 Number of opt-outs: 0

2 Number of objections: 0

3 Number of participating class members: **218**

4 (Decl. of Nicole Bench ¶¶5-14; Supp. Decl. of Nicole Bench ¶¶2-8.)

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

9 **C. CLASS CERTIFICATION IS PROPER**

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

12 **D. ATTORNEY FEES AND COSTS**

13 At final approval, Class Counsel requests **\$68,363** (33.17%) for attorney fees and
14 **\$15,000** for costs. (Memo ISO Attorney's Fees at 1:6-8.)

15 Courts have an independent responsibility to review an attorney fee provision and
16 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
17 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
18 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
19 503.

20 In the instant case, fees are sought pursuant to the percentage method, as cross-
21 checked by lodestar. (Memo ISO Attorney's Fees at pp. 2-13.) The \$68,363 fee request
22 is approximately one-third of the Gross Settlement Amount.

23 A lodestar is calculated by multiplying the number of hours reasonably expended
24 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
25 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is calculated using the reasonable rate

1 for comparable legal services in *the local community* for noncontingent litigation of the
2 same type, multiplied by the reasonable number of hours spent on the case.’ ”

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

6 As to the reasonableness of the rate and hours charged, trial courts consider
7 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill
8 required in its handling, the skill employed, the attention given, the success or failure,
9 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
10 allow the court to consider whether the case was overstaffed, how much time the
11 attorneys spent on particular claims, and whether the hours were reasonably expended.”
12 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

13 Attorney Lapuyade represents that his firm incurred a lodestar of \$51,240, based
14 on 97.5 hours of work at hourly rates of \$300 to \$550. (Decl. of Jean-Claude Lapuyade
15 ISO Motion for Class Counsel Award ¶10, Exhibit F thereto.) He provides the Court
16 with information about his firm’s experience and training, and attaches a time sheet of
17 their work performed on the case organized by attorney and task. (*Id.* at ¶¶40-48,
18 Exhibits F and G.) He asserts that his billing rate of \$500 to \$550 per hour was
19 approved multiple times within the last twelve months by California Superior Court
20 judges. (*Id.* at ¶14). He also contends that his firm’s rates are comparable to those
21 judicially approved for other plaintiff’s firms. (*Id.* at ¶13.).

22 Attorney Zakay represents that her firm incurred a lodestar of \$19,062.50, based
23 on 40.1 hours of work at hourly rates of \$375 to \$550. (Decl. of Shani O. Zakay ISO
24 Motion for Class Counsel Award ¶4.) She also provides the Court with information
25 about her firm’s experience and training, and attaches a time sheet of their work

1 performed on the case organized by attorney and task. (*Id.* at Exhibits 1 and 2.) She
2 represents that her firm's rates are in line with the prevailing rates of attorneys in the
3 local legal community for similar work, though she does not provide examples. (*Id.* at
4 ¶6.) In addition, she does not state whether her firm's rates have been approved by
5 courts in other wage and hour actions. She also contends that the reasonableness of her
6 firm's hourly rates is confirmed by comparing them with the rates of comparable counsel
7 practicing complex and class litigation as detailed in the National Law Journal Billing
8 Survey, which is not attached, as well as the rates charged by certain opposing counsel
9 firms in class actions. (*Ibid.*)

10 Class Counsel's combined lodestar of \$70,302.50 implies a multiplier of 0.97.

11 Here, the **\$68,363** fee request represents a reasonable percentage of the total funds
12 paid by Defendant. Further, the notice expressly advised class members of the fee
13 request, and no one objected. (Bench Decl., Exhibit A; Supp. Bench Decl. ¶6.)
14 Accordingly, the Court awards fees in the amount of **\$68,363**.

15 Fee Split: Class Counsel's award for attorneys' fees will be divided equally
16 between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group,
17 APLC) (¶I.E, as amended).

18 Class Counsel requests **\$15,000** in costs. This equals the \$15,000 cap provided in
19 the settlement agreement (¶I.E). The amount was disclosed to Class Members in the
20 Notice, and no objections were received. (Bench Decl., Exhibit A; Supp. Bench Decl.
21 ¶6.) Counsel represents that they incurred actual costs totaling \$15,140.02, which
22 include mediation fees (\$9,000), filing and service fees (\$2,211.11), and expert costs
23 (\$1,425). (Lapuyade Decl. ISO Motion for Class Counsel Award ¶49, Exhibit E; Zakay
24 Decl. ISO Motion for Class Counsel Award ¶7, Exhibit 3.)
25

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

3 For all of the foregoing reasons, costs of **\$15,000** are approved.

4 **E. SERVICE AWARD TO CLASS REPRESENTATIVE**

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

16 Here, the Class Representative Claudia Nunez Porcayo requests an enhancement
17 award of **\$10,000**. (Declaration of Claudia Nunez Porcayo ISO Final ¶16.) She
18 represents that her contributions to the action include: communicating with her
19 attorneys on a regular basis, reviewing status updates from her attorneys and court
20 filings, speaking with her attorneys on the phone, being available by telephone on the
21 date of mediation, discussing the mediator’s proposal with her attorneys, and reviewing
22 and signing the Memorandum of Understanding as well as the Settlement Agreement
23 and its amendments. She estimates spending approximately 15 hours on the case. (*Id.* at
24 ¶¶10-13.) She asserts that she is aware that pursuing the litigation would create a public
25

1 record that could affect her future employment opportunities, though she has not shown
2 that this has occurred. (*Id.* at ¶7.)

3 In light of the above-described contributions to this action, and in
4 acknowledgment of the benefits obtained on behalf of the class, a **\$5,000** service award
5 to Plaintiff is reasonable and approved.

6 **F. SETTLEMENT ADMINISTRATION COSTS**

7 The Settlement Administrator, ILYM Group, Inc., requests **\$8,000** in
8 compensation for its work in administering this case. (Supp. Bench Decl. ¶10.) At the
9 time of preliminary approval, costs of settlement administration were estimated at
10 \$8,000 (¶III.M.12). Class Members were provided with notice of this amount and did
11 not object. (Bench Decl., Exhibit A; Supp. Bench Decl. ¶6.)

12 Accordingly, settlement administration costs are approved in the amount of
13 **\$8,000.**

14 15 **IV. CONCLUSION AND ORDER**

16 The Court hereby:

- 17 (1) Grants class certification for purposes of settlement;
- 18 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 19 (3) Awards **\$68,363** in attorney fees to Class Counsel, JCL Law Firm, APC and
20 Zakay Law Group, APLC;
- 21 (4) Awards **\$15,000** in litigation costs to Class Counsel;
- 22 (5) Approves payment of **\$7,500** (75% of \$10,000 PAGA penalty) to the LWDA;
- 23 (6) Awards **\$5,000** as a Class Representative Service Award to Claudia Nunez
24 Porcayo;
- 25 (7) Awards **\$8,000** in settlement administration costs to ILYM Group, Inc.;

1 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
2 and containing the class definition, full release language, and a statement that no
3 class members opted out by 4/20/23, 2023;

4 (9) Orders class counsel to provide notice to the class members pursuant to
5 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
6 Code §2699 (1)(3); and

7 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
8 Settlement Funds for

9 12/20/23, at 8:30 a.m.

10 Final Report is to be filed by

11 12/13/23.

12
13
14 Dated:

4/13/23

Maren E Nelson

MAREN E. NELSON

Judge of the Superior Court