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THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

OMAR HERNANDEZ HERNANDEZ, and
ANTONIO HERNANDEZ SANTIAGO on
behalf of themselves and other aggrieved
employees,

Plaintiffs,

v.

DUTTON RANCH CORPORATION,
STEVE DUTTON and DOES 1-40,
INCLUSIVE,

Defendants.

CASE NO.: 19-cv-00817-EMC

Hon. Edward M. Chen

**ORDER GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
SETTLEMENT**

I. INTRODUCTION

This matter comes before the Court on Plaintiffs’ Motion for Final Approval of a Fair Labor Standards Act (FLSA) and Private Attorneys General Act (PAGA) settlement. Having considered the arguments of counsel and the evidence submitted in support of Plaintiffs’ motion, the Court hereby grants Plaintiffs’ motion and orders as follows.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant Dutton Ranch Corp. (“Dutton Ranch”) is a California Corporation and California-registered farm labor contractor based in Sebastopol, California, that farms grapes and apples. Defendant Steve Dutton is the co-owner and President of Dutton Ranch. Defendants hires approximately 85 to 92 H-2A workers every year from Mexico under the H-2A program. They also hire domestic workers. Plaintiffs Omar Hernandez Hernandez (“O. Hernandez”), an H-2A field worker, and Antonio Hernandez Santiago (“A. Hernandez”), a non-H-2A field worker, were employed by Defendants and lived in company-provided housing. Plaintiffs filed a state court complaint on December 5, 2018 alleging claims under the Fair Employment and Housing Act (“FEHA”), individual claims under the California Labor Code, and representative claims under the PAGA. *See* Declaration of Josephine Weinberg, Dkt. 92-5, attached to Plaintiffs’ Motion for Preliminary Approval, (“MPA Weinberg Decl.”) ¶ 4. Under their PAGA claim, Plaintiffs alleged that Defendants violated various California wage and hour laws. *Id.*

On February 14, 2019, Defendants removed this action to the United States District Court for the Northern District of California. MPA Weinberg Decl., ¶ 5. On April 23, 2019, Plaintiffs filed their second amended complaint, which included O. Hernandez’s collective action FLSA claim. MPA Weinberg Decl., ¶ 6; *see also* Second Amended Complaint, Dkt.14. He alleged that he and other H-2A field workers did not receive federal minimum wage for every hour worked during their first week of work each season due to tool and H-2A related travel expenses. *Id.* *See*

also Joint Supplemental Brief in Support of Motion for Preliminary Approval (“JSB”) p. 3, sec. B, Dkt. 94.

On November 18, 2019, the parties attended their first mediation with mediator Jeff Ross, which was unsuccessful. MPA Weinberg Decl., ¶ 9. Plaintiffs moved for conditional certification of the FLSA collective, which the Court granted on March 17, 2020. *Id.* at ¶ 10; *see also* Dkt. 38. On June 29, 2020, Plaintiffs filed their third amended complaint, which is the operative complaint, to add Steve Dutton as a Defendant to Plaintiffs’ state law wage and hour claims and the PAGA claim. *Id.* at ¶ 7; *see also* Third Amended Complaint, Dkt. 51. On September 11, 2020, the Parties mediated for over 12 hours with Tripper Ortman, an experienced employment law mediator. MPA Weinberg Decl., ¶ 12. The Parties negotiated and resolved the PAGA and FLSA collective claims before separately negotiating Plaintiffs’ individuals claims. *Id.* The Parties’ final longform settlement agreement for the PAGA and FLSA claims is attached to Plaintiffs Motion for Preliminary Approval as Exhibit 1 to MPA Weinberg Declaration, Dkt, 92-6, (Settlement Agreement (“SA”)).

On January 13, 2021, pursuant to Court order, the parties submitted a Joint Supplemental Brief in Support of Motion for Preliminary Approval on various issues raised by the Court. Dkt. 94 (“JSB”). On February 10, 2021 the Court granted Plaintiffs’ Motion for Preliminary Approval. Dkt. 99.

III. SETTLEMENT AGREEMENT AND ADDENDUM

A. Monetary Terms.

Defendants agreed to pay a “Gross Settlement Amount” of \$525,000 to settle the claims at issue. SA, ¶ 21. The Gross Settlement Amount includes (1) a \$14,000 incentive payment to Plaintiffs (\$7,000 to each); (2) Plaintiffs’ counsel’s fee award (up to 33% of the total gross settlement) or \$173,250; (3) \$20,000 to cover all costs of claims administration; and (4) \$20,000 to cover Plaintiffs’ counsel’s actual and documented costs. SA, ¶¶ 12, 41, 52, 54. This leaves a Net Settlement Amount of \$297,750, which will be allocated 2/3 (66.67%) or \$198,509.93 to

PAGA (with 75% or \$148,882.44 to the LWDA and 25% or \$49,627.48 to aggrieved workers) and 1/3 (33.33%) or \$99,240.08 available to FLSA collective members who opt-in.

B. Definition of PAGA Group and FLSA Group.

The PAGA Group is defined as field worker employees who worked for Defendant Dutton Ranch Corp. in California from July 30, 2017, to the date the Court approves the PAGA portion of the Settlement. SA, ¶ 22. Defendants estimate that the PAGA Group consists of approximately 17,298 workweeks and 205 employees, and the parties have agreed that should the workweeks increase by more than 10% the payout will increase proportionally over the 10% increase. *Id.* at ¶ 74.

FLSA collective members are defined as all field worker employees who were employed pursuant to an H-2A visa by Defendant Dutton Ranch Corp. in California for the period starting October 12, 2016, to the date the Court approves the FLSA portion of the Settlement. SA, ¶ 23. The FLSA Group is defined as FLSA collective members who have opted into the litigation. *Id.* at ¶ 24. Defendants estimated that there were approximately 118 FLSA collective members. MPA Weinberg Decl., ¶ 13. FLSA collective members had 60 days from the date of the Notice to opt into the Settlement. SA, ¶ 44. FLSA collective members who did not opt in will not be considered part of the Settlement, will not receive any of the Net Settlement allocated to the FLSA collective claims, and will not be bound by the FLSA release. *Id.*

C. Payment Allocations and Distribution.

Any amounts allocated to the settlement of the FLSA claims and not claimed by FLSA collective members shall be redistributed to participating FLSA members up to a maximum amount calculated based on each participating FLSA member's proportionate share of the maximum value of the FLSA claim as calculated by Plaintiffs' counsel. SA, ¶ 44. The balance of the FLSA funds not redistributed will be applied to the Net Settlement Amount allocated to the PAGA portion of the settlement. *Id.* The payment to each member of the PAGA Group will be calculated after the FLSA allocation has been calculated and any unallocated FLSA funds will be

1 returned to the Net Settlement available to PAGA. SA, ¶ 49. Each aggrieved employee's PAGA
 2 allocation will be determined by dividing the PAGA Group Settlement Amount by the total
 3 number of workweeks during which members of the PAGA Group were employed by Defendant
 4 Dutton Ranch during the PAGA Period (the "Pay Period Amount") and then multiplying the Pay
 5 Period Amount by the number of pay periods worked by each individual PAGA Group member.
 6 *Id.*

7 **D. Release of Claims.**

8
 9 The FLSA release extends to the alleged FLSA claims in the complaint and any related
 10 FLSA claims that could have been asserted based on the same or similar factual allegations. It
 11 does not release any underlying state law individual claims, including any underlying state law
 12 individual claims for unpaid minimum, overtime or other wages. SA, ¶ 38. Likewise, the PAGA
 13 release extends to the PAGA claims that were alleged in the complaint, and any related PAGA
 14 claims that could have been asserted based on the same or similar factual allegations. SA, ¶ 37.
 15 However, the PAGA release does not extend to underlying individual claims for unpaid
 16 minimum, overtime, or other wages. *Id. See also* JSB, sec. G.

17 **E. Settlement Administration and Distribution of Funds.**

18 The Parties amended the Settlement Agreement, which initially selected CPT Group as the
 19 Settlement Administrator, and agreed on Simpluris. Addendum, ¶ 41, Weinberg Decl. ¶ 2. Within
 20 45 days of final approval of the settlement, Defendants shall deposit the settlement funds with
 21 Simpluris. SA, ¶ 46. Within 15 days after the receipt of Defendants' payment, Simpluris will make
 22 payments by check sent by first class mail to the FLSA and PAGA Groups who are in the United
 23 States. *Id.* at ¶ 47. PAGA checks will be accompanied by the PAGA notice. *Id.* Within 30 days of
 24 final approval, Simpluris will transfer the amounts owed to the Mexican bank Banco del Ahorro
 25 Nacional y Servicio Financieros ("Bansefi") account at Citibank on behalf of Mexico-based FLSA
 26 and PAGA Group members. *Id.* Thereafter, Simpluris will contact the FLSA and PAGA Groups
 27
 28

to notify them that their funds are available for pickup, which will be accompanied by the PAGA Enclosure Letter. *Id.*

IV. FLSA NOTICE DISTRIBUTION AND OPT-INS

Pursuant to the Settlement Agreement, Simpluris effectuated the notice plan to FLSA Collective Members, providing notice of resolution and an additional 60-day period for Collective Members to opt-in to the lawsuit. Weinberg Decl. ¶¶ 4-11, SA sec. VII. On April 23, 2021, Notices to 121 FLSA Collective Members were mailed, specifically via First Class Mail to sixty-nine (69) Collective Members who have a U.S. address and on April 24, 2021, Notices were mailed to fifty two (52) Collective Members via Registered mail to those who have a Mexico address. Declaration of Cassandra Cita attached hereto as Exhibit 2 to Weinberg Decl. (“Simpluris Decl.”) ¶ 6. On April 29, 2021, a WhatsApp message was sent to all the phone numbers provided by Defendant that contained a link to a website in Spanish dedicated to this case, through which Collective Members could obtain information about the case and opt-in to the FLSA Group. Simpluris Decl. ¶¶ 7-8. Simpluris collected opt in forms from three (3) FLSA collective members. Simpluris Decl. ¶ 10. Thus, with the eight (8) previously opted in Plaintiffs, and one late filed claim that was approved by the Court (Dkt. 106), there is a total of twelve (12) Collective Members who have opted-in to the lawsuit and considered to be the FLSA Group. Weinberg Decl., ¶¶ 10-11; Simpluris Decl. ¶ 10 The highest FLSA Settlement share to be paid is approximately \$2,587.08, the average FLSA Settlement share is approximately \$1,411.13, and the lowest FLSA Settlement share is approximately \$646.77. Simpluris Decl. ¶ 17. The Court finds the FLSA Notice Distribution effectively provided notice to the FLSA Collective.

V. ANALYSIS

A. The FLSA Settlement is a Fair and Reasonable Settlement of a Bona Fide Dispute.

Courts in this district typically evaluate a FLSA settlement under the standard established by the Eleventh Circuit in *Lynn's Food Stores, Inc. v. U.S. By & Through U.S. Dep't of Labor*,

1 *Employment Standards Admin., Wage & Hour Div.*, 679 F.2d 1350 (11th Cir. 1982), which
 2 requires the settlement to constitute “a fair and reasonable resolution of a bona fide dispute over
 3 FLSA provisions.” *K.H. v. Sec’y of the Dep’t of Homeland Sec.*, No. 15-cv-02740-JST, 2018 U.S.
 4 Dist. LEXIS 125459, at *7 (N.D. Cal. July 26, 2018) (citing *Lynn’s Food Stores, Inc.*, 679 F.2d at
 5 1355); *see also Gonzalez v. Fallanghina, LLC*, 2017 U.S. Dist. LEXIS 58430 at *6 (N.D. Cal. Apr.
 6 17, 2017); *Slezak v. City of Palo Alto*, 2017 U.S. Dist. LEXIS 96900 *3-4 (N.D. Cal. June 22,
 7 2017); Plaintiffs’ Motion for Preliminary Approval (“MPA”), sec. IV., Dkt. 92.

8
 9 Here, the Court finds that a bona fide dispute exists because Defendants argued, for
 10 example, that tools and transportation to and from the employer-provided housing, were in fact
 11 provided to H-2A workers. Dkt. 32-1, Declaration of Steve Dutton in Support of Defendant’s
 12 Opposition to Plaintiffs’ Motion to Facilitate Collective Action Notice, (“S. Dutton Decl.”), ¶¶
 13 7,10; MPA sec. IV., A. Defendants also argued that H-2A field workers were not sufficiently
 14 similarly situated to justify collective treatment due to variation in working conditions and job
 15 positions across Defendants’ multiple worksites. Dkt. 32 at 13-15; *Id.*

16 The Court also finds that the Settlement is fair and reasonable as the amount allotted
 17 represents a significant portion of the estimated value of the claim and will allow all current opt-
 18 ins to recover 100% of the estimated maximum value of their claim. Weinberg Decl. ¶ 15. The
 19 settlement allocates \$99,240.08 to the FLSA collective. MPA Weinberg Decl., ¶ 13. Plaintiffs’
 20 counsel calculated the total maximum damages of the FLSA collective at \$228,956.58 or \$646.77
 21 per “first work week.” *Id.* Each of the twelve opt-in Plaintiffs will receive their proportionate share
 22 of the maximum value of their FLSA claim, or \$646.77 for each of their “first work weeks” as the
 23 settlement agreement calls for redistribution to participating FLSA members of any unclaimed
 24 FLSA funds based on each participating FLSA member’s proportionate share of the maximum
 25 value of the FLSA claim. *Id.*; SA ¶ 48.

26
 27 The Court finds that the parties made an informed decision to settle based on the stage of
 28 proceedings and the amount of discovery completed. MPA sec. IV.B.2. *Slezak*, 2017 U.S. Dist.

LEXIS 96900, at *10 (the Court considers “the stage of proceedings and the amount of discovery completed to ensure the parties have an adequate appreciation of the merits of the case before reaching a settlement.”). For over a year and a half, the parties heavily litigated this matter with Defendants taking the deposition of Omar Hernandez, the parties exchanging large amounts of documents and filing various discovery disputes and participating in two full day mediations. MPA Weinberg Decl., ¶¶ 8,11; JSB Weinberg Decl., ¶¶ 4-11, Dkt. 94-1.

Plaintiff demonstrated that he faced significant risks of a lesser recovery if the case continued. MPA sec. IV.B.3. Where there is a significant risk that litigation might result in a lesser recovery for the collective, or no recovery at all, a court should favor approval of the settlement. *Slezak*, 2017 U.S. Dist. LEXIS 96900, at *4. Plaintiff faced the risk that certain expenses may not have been found by the Court to be “de facto deductions” from wages for the purposes of FLSA. MPA sec. IV.B.3.; MPA Weinberg Decl., ¶ 15. Moreover, Defendants disputed that certain expenses were incurred at all. *Id.*, MPA Weinberg Decl., at ¶ 16. Plaintiff O. Hernandez also faced the substantial risk that the Court would reduce a FLSA award to the collective with a finding that they were not entitled to a three-year statute of limitations. *Id.* at ¶ 17.

The Court finds that the scope of the FLSA release is not overbroad as it only releases the FLSA claims in the complaint and related FLSA claims that could have been based on the same or similar factual allegations.

The Court also finds that the experience and views of counsel and the opinion of the participating Plaintiff favors final approval.

Finally, there was no fraud or collusion in this settlement as Plaintiff’s counsel’s fee request of \$173,250 is only 30% of the of their lodestar – a negative multiplier. And any fees not awarded revert to the Gross Settlement Fund, not Defendants.

B. The PAGA Settlement is Fair, Adequate, and Reasonable

Even though court approval of PAGA settlements is statutorily required, *see* Cal. Lab. Code § 2699(1)(2), “PAGA does not provide express guidance about the scope or nature of judicial

review.” *Abelar v. Am. Residential Servs., L.L.C.*, No. ED CV19-00726 JAK (JPRx), 2019 U.S. Dist. LEXIS 198772, at *7 (C.D. Cal. Nov. 14, 2019). In the absence of binding guidance, federal district courts reviewing PAGA settlements have drawn on factors utilized by the Ninth Circuit in *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998), which are used to evaluate whether a class action settlement is “fundamentally fair, adequate, and reasonable.” *See O’Connor v. Uber Techs.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016); *Ramirez v. Benito Valley Farms, LLC*, 2017 U.S. Dist. LEXIS 137272 at *10 (N.D. Cal. August 25, 2017); *Abelar*, 2019 U.S. Dist. LEXIS 198772, at *7,

The Court finds that the settlement reflects the informed views of experienced counsel and is the product of serious, arms-length negotiations conducted after investigation and discovery.

The Court also finds that the PAGA Settlement is adequate as it includes substantial affirmative relief. This Court has observed that “[i]n evaluating the adequacy of a settlement of a PAGA claim, courts may employ a sliding scale, taking into account the value of the settlement as a whole.” *Viceral v. Mistras Grp., Inc.*, 2016 U.S. Dist. LEXIS 140759 at *28 (N.D. Cal. Oct. 11, 2016). The Settlements affirmative relief addresses the underlying Labor Code violations asserted in Plaintiffs’ PAGA cause of action. This non-monetary relief significantly benefits the PAGA Group and future workers through permanent policy changes, and therefore promotes PAGA’s goal of encouraging compliance with the California Labor Code. *See O’Connor*, 201 F. Supp. 3d. at 1134-1135. Moreover, Plaintiffs estimate that the total value of the PAGA settlement is far greater than the penalty reflects when accounting for the settlement’s affirmative relief which could be worth as much as \$1,468,407.63. MPA Weinberg Decl ¶ 27. The Settlement affords an acceptable gross PAGA penalty of \$431,130.52 (2/3 of the total \$525,000 plus the remaining \$81,130.52 of unclaimed FLSA Settlement funds) which is approximately 2%-4% of the PAGA exposure, which Plaintiffs estimated to be between \$11.6 and \$19.9 million dollars. The Parties met and conferred regarding workweek data and determined the original estimation of 17,298 workweeks was the most accurate calculation based on information provided by Defendant Steve

Dutton. See Exhibit A, Declaration of Steve Dutton In Support of Motion for Final Approval of Settlement. The Settlement provides for a net value of approximately \$16.32 per workweek (after fees and costs), or a gross value of approximately \$24.87 per workweek. Weinberg Decl. ¶ 16. This amounts to an average per-worker net penalty of approximately \$1,376.72, or a gross per-worker penalty of approximately \$2,098.62. *Id.* These terms are reasonable given that Plaintiffs faced multiple risks in proving their PAGA allegations, as described in their brief. Furthermore, the PAGA release in the settlement does not preclude individuals in the PAGA Group, other than Plaintiffs, from bringing individual claims based on the underlying California Labor Code violations.

VI. PLAINTIFFS' ATTORNEYS' FEE REQUEST IS REASONABLE

Plaintiff's fee request of 33% of the settlement or \$173,250 is reasonable as the results achieved through settlement were substantial and the amount of fees requested is well within the range of awards routinely upheld in this circuit. MPA sec. VI. A district court has broad discretion in assessing the reasonableness of attorneys' fees. In re *FPI/Agretech Securities Litig.*, 105 F.3d 469, 472 (9th Cir.1997); see also *McKeen-Chaplin v. Provident Sav. Bank*, No. 2:12-cv-03035-MCE-AC, 2018 U.S. Dist. LEXIS 121149, at *4 (E.D. Cal. July 19, 2018). Where a settlement produces a common fund for the benefit of the entire class, as is the case here, the court has discretion to award fees using either a "percentage-of-recovery" or a "lodestar" method. *Bluetooth*, 654 F.3d at 942; *Hanlon*, 150 F.3d at 1029.

While the Ninth Circuit uses 25 percent of the fund as the presumptively reasonable "benchmark" for awarding fees, *Bluetooth*, 654 F.3d at 942, it also recognizes that 20 to 30 percent is the "usual range" for common fund fee recoveries. *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (2002). "[The] exact percentage [awarded] varies depending on the facts of the case, and in most common fund cases, the award exceeds that benchmark." *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491 (E.D. Cal. 2010). The fee requested and results obtained here compare favorably with other court-approved fee awards. See *Flores v. TFI Int'l, Inc.*, 2019

1 U.S. Dist. LEXIS 65754 at *30 (N.D. Cal. Apr. 17, 2019); *McKeen-Chaplin*, 2018 U.S. Dist.
2 LEXIS 121149, at *6. District courts within this circuit, including this Court, routinely award
3 attorneys' fees that are one-third of the total settlement fund. *See, e.g., Stuart v. Radioshack Corp.*,
4 No. C 07-4499-EMC, 2010 U.S. Dist. LEXIS 92067, *18 (N.D. Cal. Aug. 9, 2010); *Barbosa v.*
5 *Cargill Meat Sols. Corp.*, 297 F.R.D. 431, 449 (E.D. Cal. 2013); *Rigo v. Kason Indus.*, No. 11-
6 CV-64-MMA(DHB), 2013 U.S. Dist. LEXIS 99357, at *20 (S.D. Cal. July 16, 2013) Such awards
7 are routinely upheld by the Ninth Circuit. *See, e.g., In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d
8 454, 463 (9th Cir. 2000) (affirming one-third of the common fund).
9

10 Here, the Plaintiffs' fee request of 33% of the settlement or \$173,250 is reasonable as the
11 results achieved here provide field workers with substantial monetary and injunctive relief.
12 Participating FLSA members will receive the maximum or 100% of their estimated unreimbursed
13 H-2A related expenses with all unclaimed FLSA funds going to the PAGA portion of the
14 Settlement. The PAGA Group members and the LWDA will receive a penalty within the range
15 of penalties regularly awarded by courts. Weinberg Decl. ¶ 1.; MPA Weinberg Decl. ¶ 21. Under
16 the PAGA settlement, the injunctive relief is significant and should result in substantial present
17 and future economic benefit to both the FLSA and PAGA collective. Plaintiffs have detailed
18 significant risks in continuing with litigation, including risks that certain expenses may not have
19 counted towards the FLSA minimum wage analysis thus reducing or eliminating workers'
20 minimum wage claims. For the PAGA claim, Plaintiffs risked that variations in the supervisor,
21 type of work, length of day, size and location of the worksite would significantly reduce the
22 number of violations and therefore the PAGA penalties available. MPA Weinberg Decl., ¶ 40.
23 Furthermore, Plaintiffs risked a reduction in PAGA penalties under Section 2699(e)(2), since
24 many alleged violations flowed from a common course of conduct: unrecorded preparatory and
25 clean-up time. *Id.*
26

27 Plaintiffs' Counsel employed their combined years of wage and hour class and collective
28 action experience and skill to try to streamline the litigation and optimize the results. MPA

Weinberg Decl., ¶ 41; MPA Brender Decl., ¶¶ 5-6, 9. *see also* JSB, sec. K, and attached Declaration of Josephine Weinberg, Dkt. 94-1. As a result, they obtained significant economic and non-economic relief within two years of litigation.

Finally, a lodestar cross check supports the fee request. Plaintiffs' counsel estimate their collective lodestar totals \$573,110. Thus, Plaintiffs' counsel are collectively recovering less than a third of the lodestar they expended in prosecuting this case.

VII. PLAINTIFFS' COUNSELS' COSTS REIMBURSEMENT REQUEST IS REASONABLE

Courts routinely reimburse plaintiff's counsel for the costs incurred in prosecuting cases on a contingent fee basis. The recovery of costs includes all out-of-pocket costs not part of overhead which are typically billed to a client. *See Dowdell v. City of Apopka, Florida*, 698 F.2d 1181, 1190 (11th Cir. 1983). In this case, all the categories of costs sought by Plaintiffs are typically billed to a client. Plaintiffs' counsel calculate that they have incurred \$22,028.17 in costs, including deposition expenses, mediation fees, electronic research charges, and travel expenses. *See* MPA Weinberg Decl., ¶ 44; MPA Brender Decl., ¶ 21. The Court finds these costs were necessary and reasonable.

VIII. THE SERVICE AWARDS ARE REASONABLE

Service awards for representatives "are intended to compensate class representatives for work done on behalf of the class, to make up for financial and reputational risk undertaken in bringing the action and [] to recognize their willingness to act as a private attorney general" and are "fairly typical in class action cases." *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009). These awards are also typical in FLSA and PAGA cases. *See e.g. Jones v. Agilysys, Inc.*, No. C 12-03516 SBA, 2014 U.S. Dist. LEXIS 68562, at *8 (N.D. Cal. May 19, 2014). To assess what service award is appropriate, courts balance the "number of named plaintiffs receiving incentive payments, the proportion of the payments relative to the settlement amount, and the size of each payment." *Staton*, 327 F.3d at 977.

1 Plaintiff O. Hernandez devoted approximately 63.8 hours assisting in the preparation,
2 prosecution and settlement of this case including getting deposed and participating in two full day
3 mediations. MPA O. Hernandez Decl. ¶ 15, Dkt. 92-9. Plaintiff A. Hernandez devoted
4 approximately 45.9 hours in the preparation, prosecution, and settlement of this as well, which
5 includes participating in two days of mediation. MPA A. Hernandez Decl., ¶ 13, Dkt. 92-4.
6

7 Plaintiffs' requested service awards of \$7,000 are reasonable and within the range that
8 courts award in class, collective, and representative actions.

9 **IX. CONCLUSION**

10 For the above reasons, the Court **GRANTS** Plaintiffs' Motion. The Court grants final
11 approval of the Parties combined FLSA and PAGA settlement of \$525,000, a fee award to
12 Plaintiffs' counsel of \$173,250.00, reimbursement of litigation fees in the amount of \$20,000,
13 \$20,000 in settlement administration costs, and an incentive payment of \$14,000 to Plaintiffs
14 (\$7,000 each).
15

16 **IT IS SO ORDERED.**

17
18 Dated: September 10, 2021

19 
20 Hon. Edward M. Chen
21 United States District Judge
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