

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
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Arlene D. Junior, Clerk of the Court
By: Angela Mendia, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

ARRON STANFIELD, as an individual
and on behalf of all others similarly
situated,

Plaintiffs,

vs.

THE F.A. BARTLETT TREE EXPERT
COMPANY, a Connecticut corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: SCV-265929

[Assigned for all purposes to the Honorable Patrick
M. Broderick, Dept. 16]

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT

Date: May 26, 2021

Time: 3:00 p.m.

Dept.: 16

Complaint Filed: January 28, 2020

Trial Date: None Set

1 This matter is on calendar for the motion of Plaintiff Arron Stanfield, individually and on
2 behalf of all others similarly situated, for an order (1) granting final approval to the Joint
3 Stipulation of Class and Representative Action Settlement ("Joint Stipulation" or "Settlement
4 Agreement") in this action; (2) approving distribution of the settlement funds to Settlement Class
5 Members pursuant to the terms of the Settlement Agreement; (3) approving Plaintiff's request
6 for an award of the Enhancement Payment of \$10,000 pursuant to the terms of the Settlement
7 Agreement; (4) approving Class Counsel's request for an award of attorney fees of
8 approximately one-third of the \$222,500 gross settlement amount, and reimbursement of
9 litigation costs of \$11,465.67, pursuant to the terms of the Settlement Agreement; (5) approving
10 Plaintiff's request for payment of settlement administration costs to Simpluris, Inc. in the amount
11 of \$4,000 pursuant to the terms of the Settlement Agreement; (6) approving Plaintiff's request
12 for payment to the LWDA of \$7,500 pursuant to the terms of the Settlement Agreement; and (7)
13 entering final judgment as to all members of the Settlement Class in this action. The motion is
14 GRANTED.

15 On January 28, 2020, Plaintiff filed his class and representative Private Attorneys
16 General Act ("PAGA") complaint. Plaintiff alleges therein that Defendant failed to provide
17 accurate itemized wage statements to its employees by failing to specify the correct rate of pay
18 for overtime wages. On June 26, 2020, the parties attended private mediate with Tripper
19 Ortman, Esq. and after further extended negotiations they finalized the Settlement Agreement.

20 The trial court has broad discretion in determining whether the settlement is fair. In
21 exercising that discretion, it normally considers the following factors: strength of plaintiff's case;
22 risk, expense, complexity and likely duration of further litigation; risk of maintaining class action
23 status through trial; amount offered in settlement; extent of discovery completed and stage of the
24 proceedings; experience and views of counsel; presence of a governmental participant; and
25 reaction of the class members to the proposed settlement. (*Dunk v. Ford Motor Co.* (1996) 48
26 Cal.App.4th 1794, 1801; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.) The
27 above list is not exclusive and the court is free to balance and weigh the factors depending on the
28 circumstances of the case. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-

1 245.)

2 A presumption of fairness exists where: (1) the settlement is reached through arms-
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. (*Dunk, supra*, at 1802.)

6 The Settlement Agreement provides for the Gross Settlement Amount of two hundred
7 twenty-two thousand five hundred dollars (\$222,500). (Settlement Agreement § 1-14.) The
8 amount allocated to each Class Member will be based on the number of pay periods in which the
9 employee received a wage statement for overtime wages during the Class Period. (Settlement
10 Agreement § IH-A-44.) The Settlement Agreement allocates ten thousand dollars (\$10,000) of
11 the gross settlement amount to PAGA penalties. (Settlement Agreement § I-19.) Pursuant to the
12 PAGA, 75% of this amount, *i.e.* the sum of seven thousand five hundred dollars (\$7,500), shall
13 be paid to the Labor and Workforce Development Agency ("LWDA"). (*Ibid.*) The remaining
14 25%, *i.e.* the sum of two thousand five hundred dollars (\$2,500), will be distributed to class
15 members. (*Ibid.*) Class Counsel will receive up to 33-1/3% of the gross settlement amount
16 (\$74,166.66), plus up to fifteen thousand dollars (\$15,000) for reimbursement of litigation costs.
17 (Settlement Agreement § I-7.) Plaintiff will receive an enhancement payment of ten thousand
18 dollars (\$10,000). (*Id.* at § III-A-41.) Simpluris, Inc. is the Settlement Administrator for a fee of
19 four thousand dollars (\$4,000). (*Id.* at I-29.)

20 Here, factors giving rise to the presumption of fairness apply. All counsel are
21 experienced in wage and hour class action litigation. (Agnew decl., ¶¶4-12; Lee decl., ¶¶2-6;
22 Marder decl., ¶¶3-7; Rosenthal decl., ¶¶4-5.) Proposed Class Counsel extensively investigated
23 the case and the Settlement Agreement was reached through arms-length negotiations. (Agnew
24 decl., ¶4.) The Settlement Administrator distributed the Notice to 133 Class Members and no
25 requests for exclusion have been received, and there have been no objections filed. (Salinas
26 decl., ¶¶5, 8-9; Supp. Salinas decl.)

27 Additionally, the Class meets certification requirements as the Class is ascertainable and
28 sufficiently numerous, there are common questions of law, Plaintiff's claims are typical of the

1 Class, Plaintiff and Class Counsel can adequately represent the Class, and substantial benefits
2 from certification render proceeding as a class superior to the alternatives. (*See, Brinker*
3 *Restaurant Corp. v. Superior Court* (Hohnbaum) (2012) 53 Cal.4th 1004, 1021; *see, Villacres v.*
4 *ABM Indus. Inc.* (2010) 189 Cal.App.4th 562, 573 [citing text].)

5 Regarding attorney fees, courts recognize two methods for calculating fees in civil class
6 actions: the lodestar/multiplier method and the percentage of recovery method. (*Wershba v.*
7 *Apple Computer, Inc.* (2001) 91 Cal. App.4th 224, 254.) Class counsel seek a percentage of the
8 total recovery—specifically, one-third. In determining what percentage is “reasonable” for class
9 counsel, courts commonly consider: the percentage likely to have been negotiated between
10 private parties in a similar case (e.g., 30-40% in tort cases); percentages applied in other class
11 actions; the quality of class counsel; and the size of the award. (*See, Weil, et al, Civil Procedure*
12 *Before Trial*, (TRG 2010) § 14:145.3, citing *In re Ikon Office Solutions, Inc. Secur. Litig.* (ED
13 PA 2000) 194 FRD 166, 193.)

14 The settlement appears to be fair, adequate, and reasonable. Class counsel request
15 \$74,166.66 in fees, which is within the normal range as a percentage of the common fund.
16 Costs, administrator’s fees, and the class representative’s enhancement payment also appear fair
17 and reasonable. Notice to the class members was adequate, class members avoided the time and
18 cost of pursuing litigation, no class members objected to approval of the settlement, and the
19 experienced viewpoint of the counsel involved all weigh towards granting final approval.
20 Accordingly, the motion is GRANTED.

21 Thus, the Court hereby ORDERS AND ENTERS JUDGMENT AS FOLLOWS:

- 22 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
23 including all members of the Settlement Class.
- 24 2. The Court hereby certifies the Settlement Class pursuant to Cal. Code Civ. Proc.
25 section 382, solely for the purpose of settlement. The Settlement Class is defined as:
26 all current and former non-exempt employees of Defendant in the State of California
27 who were paid overtime wages at any time between April 1, 2019 through October 3,
28 2019. If such person is incompetent or deceased, Settlement Class shall include that

1 person's legal guardian, executor, heir, or successor in interest.

2 3. The Court finds the notice procedures adequate and the settlement was entered into in
3 good faith, that the settlement is fair, reasonable and adequate, and that the settlement
4 satisfies the standards and applicable requirements for final approval of this class
5 action settlement under Cal. Rules of Court 3.769.

6 4. No Settlement Class members have objected to the terms of the Settlement
7 Agreement.

8 5. No Settlement Class members have requested exclusion from the Settlement
9 Agreement.

10 6. Upon entry of this Order and Judgment, compensation to the Settlement Class shall
11 be paid pursuant to the terms of the Settlement Agreement.

12 7. In addition to any recovery that Plaintiff may receive as a Settlement Class Member,
13 the Court hereby approves the payment of an Enhancement Payment of \$10,000 to
14 Plaintiff, pursuant to the terms of the Settlement Agreement;

15 8. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
16 \$74,166.66, and the reimbursement of litigation expenses in the sum of \$11,465.67,
17 pursuant to the terms of the Settlement Agreement;

18 9. The Court approves and orders payment in the amount of \$4,000 for performance of
19 settlement administration services to Simpluris, Inc., pursuant to the terms of the
20 Settlement Agreement;

21 10. The Court approves and orders payment in the amount of \$7,500 to the LWDA,
22 pursuant to the terms of the Settlement Agreement;

23 11. The Court approves and orders funding of the settlement in compliance with the
24 terms of the Settlement Agreement, including the payment and disbursement
25 schedule;

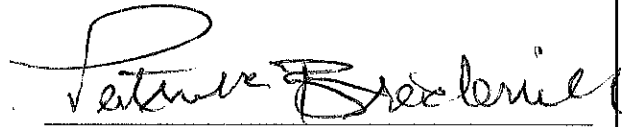
26 12. Following 180 days after the final distribution; any monies remaining from uncashed
27 checks shall be sent to the Controller of the State of California to be held pursuant to
28 the Unclaimed Property Law, Civil Code section 1500 et seq.;

1 13. Upon Defendant's completion of all payments due as part of the final approved
2 Settlement Agreement, the Plaintiff and all members of the Settlement Class shall
3 have, by operation of this Order and Judgment, fully, finally, and forever released,
4 relinquished, and discharged Defendant and the Released Parties from all claims as
5 defined by the terms of the approved Settlement Agreement;

6 14. This Court shall retain jurisdiction pursuant to Cal. Code Civ. Proc. section 664.6
7 over all matters related to the administration and consummation of the terms of this
8 Settlement Agreement, over the enforcement, construction, and interpretation of this
9 Settlement Agreement, over the enforcement, construction, and interpretation of this
10 Order and Judgment, including, but not limited to, the provisions therein enjoining
11 any further litigation of Released Claims, and over the Plaintiff and all Settlement
12 Class members (and their attorneys and law firms) in connection therewith.

13 **IT IS SO ORDERED.**

14
15 DATED: 6/14/21


HON. PATRICK M. BRODERICK
SUPERIOR COURT OF CALIFORNIA

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