

FILED
LOS ANGELES SUPERIOR COURT

NOV 18 2022

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
BY Nancy Navarro Deputy
NANCY NAVARRO

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

BRANDY GOMES and JAMAR
SPENCER, individually, and on behalf of
other members of the general public
similarly situated, and as aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), and on behalf of the
State of California and other aggrieved
employees,

Plaintiff,

v.

KURA SUSHI USA, INC., a Delaware
corporation and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 19STCV18977

me
~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: November 18, 2022

Time: 10:00 a.m.

Dept.: SSC-17

1 **I. BACKGROUND**

2 Plaintiffs Brandy Gomes and Jamar Spencer sue their former employer,
3 Defendant Kura Sushi USA, Inc., for alleged wage and hour violations. Defendant is a
4 Japanese sushi restaurant chain with locations in Asia and the United States. Plaintiffs
5 seek to represent a class of Defendant's current and former non-exempt employees.

6 On May 31, 2019, Plaintiff Gomes filed a class action complaint against
7 Defendant. On July 9, 2020, Plaintiffs filed the First Amended Complaint ("FAC"),
8 which added Plaintiff Spencer to the action. The FAC alleges causes of action for: (1)
9 unpaid overtime (Labor Code §§ 510, 1198); (2) unpaid minimum wages (Labor Code
10 §§ 1182.12, 1194, 1197, 1197.1, 1198); (3) failure to provide meal periods (Labor Code
11 §§ 226.7, 512(a), 516, 1198); (4) failure to provide rest periods (Labor Code §§ 226.7,
12 516, 1198); (5) wages not timely paid upon termination (Labor Code §§ 201, 202); (6)
13 failure to timely pay wages during employment (Labor Code § 204); (7) unreimbursed
14 business expenses (Labor Code § 2802); (8) civil penalties pursuant to the Private
15 Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"); (9) unlawful business
16 practices (Bus. & Prof. Code §§ 17200, et seq.); and (10) unfair business practices (Bus.
17 & Prof. Code §§ 17200, et seq.).

18 On March 3, 2020, the parties participated in a full-day mediation with David
19 Rotman, Esq., which did not result in settlement. On September 24, 2021, the parties
20 participated in a second, full-day mediation with Mr. Rotman and were eventually able
21 to negotiate a settlement of Plaintiffs' claims. The terms were finalized in the *Joint*
22 *Stipulation of Class Action Settlement and Release* ("Settlement Agreement"), a copy of
23 which is attached to the Declaration of Raul Perez filed October 25, 2022 as Exhibit 1.

24 The matter came on for hearing on May 9, 2022, at which time the Court issued
25 a minute order detailing matters of concern. In response, the parties filed supplemental

1 papers and the Amended Settlement Agreement attached to the Supplemental
2 Declaration of Raul Perez filed June 10, 2022 as Exhibit 1. References below are to the
3 Amended Settlement Agreement.

4 The settlement was preliminarily approved on July 8, 2022. Notice was given to
5 the Class Members as ordered (see Declaration of Laura Singh). Now before the Court
6 is Plaintiff's motion for final approval of the Settlement Agreement, including for
7 payment of fees, costs, and a service award to the named plaintiffs.

8 9 **II. THE TERMS OF THE SETTLEMENT**

10 **A. SETTLEMENT CLASS DEFINITION**

11 "Class Member(s)" or "Settlement Class" means all persons who worked for
12 Defendant as a non-exempt, hourly employee in California at any time from May 30,
13 2015 through November 24, 2021 or the date of Preliminary Approval, whichever is
14 earlier. (¶5)

15 "Class Period" means the period from May 30, 2015 through November 24,
16 2021 or the date of Preliminary Approval, whichever is earlier. (¶6)

17 "Participating Class Members" means all Class Members who do not submit
18 timely and valid Requests for Exclusion. (¶21)

19 "PAGA Members" means all persons who worked for Defendant as a non-
20 exempt, hourly employee in California at any time from May 30, 2018 through
21 November 24, 2021 or the date of Preliminary Approval, whichever is earlier. (¶17)

22 "PAGA Period" means the period from May 30, 2018 through November 24,
23 2021 or the date of Preliminary Approval, whichever is earlier. (¶18)

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B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$1,750,000** (¶12). This includes payment of a PAGA penalty of **\$50,000** to be paid 75% to the LWDA (\$37,500) and 25% to the Aggrieved Employees (\$12,500) (¶19).
- The Net Settlement Amount (“Net”) (**\$1,071,667**) is the GSA less:
 - Up to **\$583,333** (33 1/3%) for attorney fees (¶2);
 - Up to **\$50,000** for attorney costs (*Ibid.*);
 - Up to **\$20,000 total [\$10,000 each]** for service awards to the proposed class representatives (¶7); and
 - Estimated **\$25,000** for settlement administration costs (¶29).
- Employer-side payroll taxes will be paid separately by Defendant, and not from the GSA (¶12).
- Assuming the Court approves all maximum requested deductions, approximately \$1,029,772 will be available for automatic distribution to participating class members. The average settlement share will be approximately \$355.24 with the highest being \$2,141.53. In addition, each PAGA member will receive a portion of the PAGA penalty, estimated to be \$5.19 per PAGA member. (\$12,500 or 25% of \$50,000 PAGA penalty ÷ 2,407 PAGA members = \$5.19). (Singh Dec. ¶¶ 9-10).
- There is no Claim Requirement (Notice pg. 1).
- The settlement is not reversionary (¶38).
- Individual Settlement Share Calculation: The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all

1 Class Members during the Class Period based on the data provided by
2 Defendant. To determine each Class Member's estimated "Individual Settlement
3 Payment" from the Net Settlement Fund, the Settlement Administrator will use
4 the following formula: The Net Settlement Fund will be divided by the aggregate
5 total number of Workweeks, resulting in the "Workweek Value." Each Class
6 Member's "Individual Settlement Payment" will be calculated by multiplying
7 each individual Class Member's total number of Workweeks by the Workweek
8 Value. The entire Net Settlement Fund will be disbursed to all Class Members
9 who do not submit timely and valid Requests for Exclusion. If there are any
10 valid and timely Requests for Exclusion, the Settlement Administrator shall
11 proportionately increase the Individual Settlement Payment for each
12 Participating Class Member according to the number of Workweeks worked, so
13 that the amount actually distributed to the Settlement Class equals 100% of the
14 Net Settlement Fund. (§40.a)

- 15 ○ Payments from the PAGA Fund: The Settlement Administrator will
16 calculate the total number of Workweeks worked by each PAGA Member
17 during the PAGA Period and the aggregate total number of Workweeks
18 worked by all PAGA Members during the PAGA Period based on the
19 data provided by Defendant. To determine each PAGA Member's
20 estimated "Individual Settlement Payment," the Settlement Administrator
21 will use the following formula: The PAGA Fund will be divided by the
22 aggregate total number of Workweeks, resulting in the "PAGA
23 Workweek Value." Each PAGA Member's "Individual Settlement
24 Payment" will be calculated by multiplying each individual PAGA
25

1 Member's total number of Workweeks by the PAGA Workweek Value.

2 (§40.b)

- 3 • Tax Withholdings: Individual Settlement Payments will be allocated as: 25%
4 wages; 75% non-wages. (§58)
- 5 • Funding of Settlement: Defendant will deposit the Gross Settlement Amount and
6 the employer's share of payroll taxes within fifteen (15) calendar days after the
7 Effective Date ("Funding Date"). (§32)
- 8 • Distribution: Within ten (10) calendar days of the Funding Date, the Settlement
9 Administrator will issue payments to: (i) Participating Class Members and
10 PAGA Members; (ii) the Labor and Workforce Development Agency; (iii)
11 Plaintiffs; and (iv) Class Counsel. (§55)
- 12 • Uncashed Settlement Payment Checks: Funds represented by Individual
13 Settlement Payment checks returned as undeliverable and Individual Settlement
14 Payment checks remaining un-cashed for more than one hundred and eighty
15 (180) calendar days after issuance will be tendered to Worksafe. (§56) Counsel
16 for Plaintiff represents that Worksafe is a IRC 501(c)(3) organization that
17 advocates for occupational safety and health protections for workers –
18 particularly low-income, immigrant, and contingent workers. It is represented
19 that Worksafe promotes access to justice for low-wage and immigrant workers
20 by providing free legal training and technical assistance to legal aid programs,
21 worker advocacy groups, and unions. The parties and their counsel each
22 represent that they have no involvement in the governance or work of Worksafe.
23 (Decl. of Gomes ISO Prelim ¶19; Decl. of Spencer ISO Prelim ¶18; Supp. Decl.
24 of Perez ISO Prelim ¶7; Decl. of Mork ¶¶ 3-4; Decl. of Uba ¶4.)
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1 **C. TERMS OF RELEASES**

- 2 • Releases by Participating Class Members: Upon the Funding Date, and except as
3 to such rights or claims as may be created by the Settlement Agreement, each
4 Participating Class Member, together and individually, on their behalf and on
5 behalf of their respective heirs, executors, administrators, agents, and attorneys,
6 shall fully and forever release and discharge all of the Released Parties, or any of
7 them, from each of the Released Class Claims arising during the Class Period.

8 (¶51)

- 9 ○ “Released Class Claims” means all claims, rights, demands, liabilities,
10 and causes of action, arising from, or related to, the same set of operative
11 facts as those set forth in the operative complaint during the Class Period,
12 including: (i) all claims for unpaid overtime; (ii) all claims for meal and
13 rest break violations; (iii) all claims for unpaid minimum wages; (iv) all
14 claims for the failure to timely pay wages upon termination based on the
15 preceding claims; (v) all claims for the failure to timely pay wages during
16 employment based on the preceding claims; (vi) all claims for wage
17 statement violations based on the preceding claims; (vii) all claims for the
18 failure to reimburse for necessary business expenses; and (viii) all claims
19 asserted through California Business & Professions Code §§ 17200, et
20 seq. (¶24)
- 21 • Releases by PAGA Members: Upon the Funding Date, and except as to such
22 rights or claims as may be created by the Settlement Agreement, each PAGA
23 Member, together and individually, on their behalf and on behalf of their
24 respective heirs, executors, administrators, agents, and attorneys, shall fully and
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1 forever release and discharge all of the Released Parties, or any of them, from
2 each of the Released PAGA Claims during the PAGA Period. (§52)

3 ○ “Released PAGA Claims” means all claims asserted through California
4 Labor Code §§ 2698, et seq., during the PAGA Period, that were brought,
5 or could reasonably have been brought, based on the facts alleged in
6 Plaintiff’s LWDA letter. (§25)

7 ○ Because this settlement resolves claims and actions brought pursuant to
8 PAGA by Plaintiffs acting as proxies and as Private Attorneys General of,
9 and for, the State of California and the LWDA, the Parties agree that no
10 PAGA Member has the right to exclude himself or herself from the
11 release of the Released PAGA Claims. PAGA Members will
12 automatically receive their shares of the PAGA Fund, and will be bound
13 by the release of the Released PAGA Claims, upon its approval by the
14 Court, regardless of whether he or she cashes any payment received from
15 the PAGA Fund. The Parties also agree that no PAGA Member has the
16 right to object to the terms of the Settlement Agreement. (§37)

- 17 • Released Parties” means Defendant, its past or present officers, directors,
18 shareholders, exempt employees, agents, principals, heirs, representatives,
19 accountants, auditors, consultants, insurers and reinsurers, and its respective
20 successors and predecessors in interest, subsidiaries, affiliates, parents and
21 attorneys, if any. (§26)
- 22 • The named Plaintiffs will also provide a general release and a waiver of the
23 protections of Cal. Civ. Code §1542. (§67)
- 24 • The releases are effective upon the Funding Date, which will occur within fifteen
25 (15) calendar days after the Effective Date. (§32)

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

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

“The burden is on the proponent of the settlement to show that it is fair and reasonable. However ‘a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to

1 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
2 litigation; and (4) the percentage of objectors is small.” See *Wershba, supra*, 91
3 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
4 1802. Notwithstanding an initial presumption of fairness, “the court should not give
5 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
6 116, 130. “Rather, to protect the interests of absent class members, the court must
7 independently and objectively analyze the evidence and circumstances before it in order
8 to determine whether the settlement is in the best interests of those whose claims will be
9 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
10 that determination, the court should consider factors such as “the strength of plaintiffs’
11 case, the risk, expense, complexity and likely duration of further litigation, the risk of
12 maintaining class action status through trial, the amount offered in settlement, the extent
13 of discovery completed and stage of the proceedings, the experience and views of
14 counsel, the presence of a governmental participant, and the reaction of the class
15 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
16 the court is free to engage in a balancing and weighing of factors depending on the
17 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

18 **A. A PRESUMPTION OF FAIRNESS EXISTS**

19 The Court preliminarily found in its Order of July 8, 2022 that the presumption of
20 fairness should be applied. No facts have come to the Court’s attention that would alter
21 that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of
22 fairness as set forth in the preliminary approval order.

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

2 The settlement was preliminarily found to be fair, adequate and reasonable.

3 Notice has now been given to the Class and the LWDA. The notice process resulted in
4 the following:

5 Number of class members: 2,876

6 Number of notices mailed: 2,876

7 Number of undeliverable notices: 74

8 Number of opt-outs: 3

9 Number of objections: 0

10 Number of participating class members: 2,873

11 (Declaration of Laura Singh ("Singh Decl.") ¶¶ 3-10.)

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

16 **C. CLASS CERTIFICATION IS PROPER**

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

19 **D. ATTORNEY FEES AND COSTS**

20 Class Counsel requests **\$583,333** (33 1/3%) for attorney fees and **\$41,895** for
21 costs. (Motion for Attorneys' Fees at 8:26-9:1, 18:4-6.)

22 Courts have an independent responsibility to review an attorney fee provision and
23 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
24 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
25

1 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
2 503.

3 In the instant case, fees are sought pursuant to the percentage method, as cross-
4 checked by lodestar. (Motion for Attorneys' Fees at pp. 8-17.) The \$583,333 fee request
5 is approximately one-third of the Gross Settlement Amount.

6 A lodestar is calculated by multiplying the number of hours reasonably expended
7 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
8 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is calculated using the reasonable rate
9 for comparable legal services in *the local community* for noncontingent litigation of the
10 same type, multiplied by the reasonable number of hours spent on the case.' "

11 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
12 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
13 Cal.App.4th 1233, 1242-1243.

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

21 Attorney Perez represents that his firm, Capstone Law APC ("Capstone") incurred
22 a lodestar of \$328,840 for 537.4 hours spent on the action, at hourly rates ranging from
23 \$475 to \$950 for nine attorneys who worked on the matter. (Decl. of Raul Perez ISO
24 Final ¶15.)
25

1 Perez represents that Capstone's rates have been approved by federal and state
2 courts over the past several years. (*Id.* at ¶16.) He asserts that its rates are comparable to
3 those of other plaintiff's firms. (*Id.* at ¶17.) Furthermore, he contends that Capstone's
4 rates are in line with the adjusted Laffey Matrix, which he attaches. (*Id.* at ¶18 and
5 Exhibit 1 thereto.)

6 From its experience in other matters the Court is aware Capstone's hourly rates
7 have been approved in other wage and hour cases in 2021 and 2022 in various California
8 counties. The Laffey Matrix relied upon is of limited usefulness as it does not break down
9 for area of practice or geography. *Cf. Stratton v. Beck*, 9 Cal. App. 5th 483, 496, (2017)
10 (hourly rate of \$450 was proper where lawyer had decades of experience in labor matters
11 and presented evidence of rates of \$500 to \$800 per hour—charged by similarly
12 experienced labor lawyers in the Los Angeles area); *Davis v. Brown Shoe Co.* (E.D. Cal.)
13 2015 U.S. Dist. LEXIS 149010 (rates for experienced wage and hour lawyers in Los
14 Angeles \$695-\$395 per hour); *Ruiz v. JCP Logistics, Inc.* (C.D. Cal. Aug. 12, 2016, No.
15 SACV 13-1908-JLS (ANx)) 2016 U.S. Dist. LEXIS 189280, at *28-30.) (rejecting Laffey
16 matrix and setting \$600 per hour for experienced wage and hour class action counsel).
17 Perez does not aggregate his firm's hours by task and attorney so that the Court can make
18 an informed decision as to how much time was spent on claims and the like. If accepted
19 at face value the lodestar of \$328,840 implies a multiplier of 1.77, which is on the high
20 side of acceptable multipliers for this kind of work.

21 Nonetheless, the **\$583,333** fee request represents a reasonable percentage of the
22 total funds paid by Defendant. Further, the notice expressly advised class members of
23 the fee request, and no one objected. (Singh Decl. ¶8, Exhibit A thereto.) Accordingly,
24 the Court awards fees in the amount of **\$583,333**.

1 Class Counsel requests **\$41,895** in costs. This is less than the \$50,000 cap
2 provided in the settlement agreement (¶2). The amount was disclosed to Class Members
3 in the Notice, and no objections were received. (Singh Decl. ¶8, Exhibit A thereto.)
4 Costs include: Mediations (\$26,500), Court Fees, Courier Fees, Filings & Service of
5 Process (\$5,314.88), and Court Reporters, Transcripts & Depositions (\$3,024.10).
6 (Perez Decl. ISO Final ¶19.)

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

9 For all of the foregoing reasons, costs of **\$41,895** are approved.

10 **E. SERVICE AWARDS TO CLASS REPRESENTATIVES**

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

22 Here, the Class Representatives Brandy Gomes and Jamar Spencer request
23 enhancement awards of **\$10,000 each**, totaling **\$20,000**. (Motion for Attorneys’ Fees at
24 18:18-23.) They urge that the awards are appropriate for the following reasons:
25

1 Plaintiff Gomes represents that her contributions to the action include: discussing
2 the facts of the case with her attorneys, such as those related to her employment with
3 Defendant; working with her attorneys to prepare responses to Defendant's discovery
4 requests; having her deposition taken by Defendant's counsel on March 17, 2021 and
5 reviewing it after; being available for questions during both mediations; and reviewing
6 the settlement. She estimates spending 40 to 50 hours on the action. (Declaration of
7 Brandy Gomes ISO Prelim ¶¶ 9-14.)

8 Plaintiff Spencer represents that his contributions to the action include: discussing
9 the facts of the case with his attorneys, such as those related to his employment with
10 Defendant; being available for questions during mediation; and reviewing the settlement.
11 He estimates spending 25 to 30 hours on the action. (Declaration of Jamar Spencer ISO
12 Prelim ¶¶ 9-12.)

13 The work done by these plaintiffs was over a fairly short period of time and is not
14 extraordinary in any way. The requested awards are well in excess of even the highest
15 payout to other class members. In light of the above-described contributions to this
16 action, and in acknowledgment of the benefits obtained on behalf of the class, a \$7,500
17 service award to Plaintiff Gomes and a \$5,000 service award to Plaintiff Spencer is
18 reasonable and approved.

19 **F. SETTLEMENT ADMINISTRATION COSTS**

20 The Settlement Administrator, CPT Group, Inc., requests \$25,000 in
21 compensation for its work in administering this case. (Singh Decl. ¶11.) At the time of
22 preliminary approval, costs of settlement administration were estimated at \$25,000
23 (Settlement Agreement ¶29). Class Members were provided with notice of this amount
24 and did not object. (Singh Decl. ¶8, Exhibit A thereto.)
25

1 Accordingly, settlement administration costs are approved in the amount of
2 **\$25,000.**

3
4 **IV. CONCLUSION AND ORDER**

5 The Court hereby:

- 6 (1) Grants class certification for purposes of settlement;
7 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
8 (3) Awards **\$583,333** in attorney fees to Class Counsel, Capstone Law APC;
9 (4) Awards **\$41,895** in litigation costs to Class Counsel;
10 (5) Approves payment of **\$37,500** (75% of \$50,000 PAGA penalty) to the LWDA;
11 (6) Awards Class Representative Service Awards of **\$7,500** to Brandy Gomes and
12 **\$5,000** to Jamar Spencer;
13 (7) Awards **\$25,000** in settlement administration costs to CPT Group, Inc.;
14 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
15 and containing the class definition, full release language, and the names of the
16 class members who opted out by 4/30,
17 2022/2023,
18 (9) Orders class counsel to provide notice to the class members pursuant to
19 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
20 Code §2699 (1)(3); and
21 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
22 Settlement Funds for 7/13 / 2023, at 8:30 a.m.
23 Final Report is to be filed by 7/6 / 2023
24 7/6 / 2023. If there is unpaid residue
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1 or unclaimed or abandoned class member funds and/or interest thereon to be
2 distributed to Worksafe, Plaintiffs' counsel shall also submit an Amended
3 Judgment pursuant to Cal. Code of Civ. Pro. § 384 and give notice of the
4 Judicial Council of California upon entry of the Amended Judgment, when
5 entered, pursuant to Cal. Code of Civ. Pro. §384.5.
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9 Dated:

11/18/2022

Maren E. Nelson

10 MAREN E. NELSON

11 Judge of the Superior Court
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