

FILED
LOS ANGELES SUPERIOR COURT

MAR 17 2022

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

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

SEE'S CANDIES WAGE AND HOUR
CASES

Case No.: JCCP5004

Coordinated Actions:

Cristobal, et al. v. See's Candies, Inc., Case
Number 19STCV07389

Garcia v. See's Candies, Inc., Case Number
20-CIV-01633

Taylor v. See's Candy Shops, Incorporated,
Case Number 20STCV08372

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

Date: March 17, 2022

Time: 9:00 a.m.

Dept.: SSC-17

I. BACKGROUND

Plaintiffs Lauralynne Cristobal, Allen Garcia, Meisha Henry, and Robert Taylor
sue their employer, Defendants See's Candies, Inc. and See's Candy Shops, Inc.
(collectively, "Defendants") for alleged wage and hour violations. Defendants are a

1 manufacturer and distributor of candy. Plaintiffs seek to represent a class of
2 Defendants' current and former non-exempt employees.

3 On November 6, 2017, Plaintiff Cristobal filed a complaint against Defendant in
4 the Superior Court of the State of California, County of San Francisco (the "*Cristobal*
5 *Action*") alleging class claims for violations of California's Business and Professions
6 Code and Labor Code. On August 20, 2018, Plaintiffs Cristobal and Henry filed a First
7 Amended Complaint in the *Cristobal Action*, which added Henry as a plaintiff and
8 added a cause of action for the failure to provide accurate itemized statements in
9 violation of California Labor Code § 226. On July 3, 2019, Plaintiffs Cristobal and
10 Henry filed a Second Amended Complaint in the *Cristobal action* which added a cause
11 of action violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698 et
12 seq. ("PAGA"), based upon the alleged Labor Code violations. On February 26, 2020,
13 a Third Amended Complaint was filed in the *Cristobal Action* adding a claim for
14 failure to provide suitable seating under PAGA. On July 6, 2020, a Fourth Amended
15 Complaint was filed in the *Cristobal Action* which added a cause of action for failure to
16 pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.

17 On April 3, 2019, the *Cristobal Action* was coordinated with *Salazar v. See's*
18 *Candy Shops, Incorporated*, the coordinated action was assigned case number
19 JCCP5004 in the Superior Court of California, County of Los Angeles ("*See's Candies*
20 *Wage and Hour Cases*"). The *Cristobal Action* was transferred to the Superior Court of
21 California, County of Los Angeles.

22 On February 27, 2020, Plaintiff Taylor filed a complaint against Defendant See's
23 Candy Shops, Inc. in the Superior Court of California, County of Los Angeles ("*Taylor*
24 *Action*") which asserted a claim for civil penalties pursuant to PAGA against defendant
25 See's Candy Shops, Inc. On March 12, 2021, a petition to coordinate add-on case was

1 granted and the *Taylor* Action was added-on with the cases coordinated in the See's
2 Candies Wage and Hour Cases. On March 23, 2020, Plaintiff Garcia filed a Complaint
3 against Defendant See's Candies, Inc. in the Superior Court of California, County of
4 San Mateo ("*Garcia* Action") which asserted claims that Defendant See's Candies, Inc.
5 violated California Labor Code § 226, and sought damages and penalties on behalf of a
6 putative class of similarly situated employees as well as penalties under PAGA. On
7 August 24, 2020, the *Garcia* Action was added-on with the cases coordinated in the
8 *See's Candies Wage and Hour Cases*, and the *Garcia* Action was transferred to the
9 Superior Court of California, County of Los Angeles.

10 On December 17, 2020, the Parties participated in an all-day mediation presided
11 over by David Rotman, Esq. Following the mediation, the parties agreed to settle the
12 Actions based on a mediator's proposal, which was memorialized in the form of a
13 Memorandum of Understanding. The terms of settlement are finalized in the *Class*
14 *Action Settlement Agreement* ("Settlement Agreement"), a copy of which was filed with
15 the Court.

16 On June 16, 2021, the Court issued a "checklist" to the parties pertaining to
17 deficiencies in the Settlement Agreement. In response, the parties filed supplemental
18 briefing, including the First Amended Settlement Agreement.

19 The settlement was preliminarily approved on November 9, 2021 subject to
20 certain conditions, with which there has been compliance. Notice was given to the
21 Class Members as ordered (see Declaration of Chris Pikus). Now before the Court is
22 Plaintiffs' motion for final approval of the settlement, including for payment of fees,
23 costs, and service awards to the named plaintiffs. For the reasons set forth below, the
24 Court grants final approval of the settlement, approves a fee and cost award, and grants
25 an incentive award to the named Plaintiffs, as discussed below.

II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

“Class” means all individuals who were employed by Defendants as non-exempt, non-retail manufacturing employees in California during the Class Period.

(¶I.B)

- “Class Period” means the period of time from November 6, 2013 to November 21, 2020. (¶I.I)
- “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in the Settlement. (¶I.Z)
- “Manufacturing Aggrieved Employees” means all individuals who were employed by Defendants as non-exempt, non-retail manufacturing employees during the Manufacturing PAGA Period. Lauralynne Cristobal, Allen Garcia, and Robert Taylor are the PAGA Representatives as to the Manufacturing Aggrieved Employees. (¶I.U)
 - “Manufacturing PAGA Period” means the period of time from October 23, 2017 to January 15, 2021. (¶I.V)
- “Retail Aggrieved Employees” means all individuals who were employed by Defendants in Defendants’ retail shops in California and classified as non-exempt employees during the Retail PAGA Period. Meisha Henry is the PAGA Representative as to the Retail Aggrieved Employees. (¶I.CC) The Retail Aggrieved Employees are not part of the Class. (See Nordrehaug Decl. ¶33.)
 - “Retail PAGA Period” means the period of time from December 6, 2018 to January 2, 2021. (¶I.DD)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$6,000,000** (¶I.S).
 - This includes payment of: (1) the Manufacturing PAGA Payment of **\$50,000** to be paid 75% to the LWDA (\$37,500) and 25% to the Manufacturing Aggrieved Employees (\$12,500) (¶III.B.3); and (2) the Retail PAGA Payment of **\$585,000** to be paid 75% to the LWDA (\$438,750) and 25% to the Retail Aggrieved Employees (\$146,250) (¶III.B.4).
- The Net Settlement Amount (“Net”) (**\$3,220,000**) is the GSA less:
 - Up to **\$2,000,000** (33 1/3%) for attorney fees (¶III.B.2);
 - Up to **\$50,000** for attorney costs (*Ibid.*);
 - Up to **\$40,000 total [\$10,000 each]** for service awards to the proposed class representatives (¶III.B.1); and
 - Estimated **\$55,000** for settlement administration costs (¶III.B.5).
- Employer-side payroll taxes shall be separately paid by Defendants to the Settlement Administrator. (¶III.A)
- Assuming the Court approves all maximum requested deductions, approximately \$3,220,000 will be available for automatic distribution to participating class members. The average settlement share will be approximately \$584.81. (\$3,220,000 Net ÷ 5,506 participating class members = \$584.81).
- There is no Claim Requirement (¶III.A).
- The settlement is not reversionary (¶III.A).
- Individual Settlement Share Calculation: The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendants shall

1 provide the Settlement Administrator with the total number of workweeks
2 worked as manufacturing employees for all Participating Class Members during
3 the Class Period; (ii) the Settlement Administrator shall then divide the Net
4 Settlement Amount by the total number of workweeks worked by the
5 Participating Class Members as manufacturing employees to determine a dollar
6 amount per week ("Weekly Rate"); and (iii) the Settlement Administrator shall
7 then take the number of weeks worked by each Participating Class Member as a
8 manufacturing employee and multiply it by the Weekly Rate to calculate their
9 Settlement Share. (§III.C.2)

10 ○ Effect of Non-Participating Class Members: Non-Participating Class
11 Members will receive no Settlement Share, and their Election Not to
12 Participate in Settlement will reduce neither the Gross Settlement Amount
13 nor the Net Settlement Amount. Their respective Settlement Shares will
14 remain a part of the Net Settlement Amount for distribution to
15 Participating Class Members on a pro rata basis relative to their
16 Settlement Shares. (§III.C.4)

17 ○ Manufacturing PAGA Payment: 25% (\$12,500) of the Manufacturing
18 PAGA Payment of \$50,000 will be distributed to the Manufacturing
19 Aggrieved Employees based on their respective workweeks worked
20 during the Manufacturing PAGA Period. (§III.B.3)

21 ○ Retail PAGA Payment: 25% (\$146,250) of the Retail PAGA Payment of
22 \$585,000 will be distributed to the Retail Aggrieved Employees based on
23 their respective workweeks worked during the Retail PAGA Period.
24 (§III.B.4)

25 • Tax Withholdings: 1/3 as wages, 1/3 as interest, 1/3 as penalties. (§III.C.3)

- 1 • **Uncashed Settlement Payment Checks:** A Participating Class Member must cash
2 his or her Settlement Share check within 180 days after it is last mailed to the
3 Participating Class Member. If a Participating Class Member's Settlement Share
4 check is not cashed within 120 days after its last mailing to the Participating
5 Class Member, the Settlement Administrator will also send the affected
6 Participating Class Member a notice stating that unless the check is cashed in the
7 next 60 days, it will expire and become non-negotiable, and offer to replace the
8 check if it was lost or misplaced but not cashed. If any check remains uncashed
9 by the expiration of this 60-day period, the Settlement Share of such uncashed
10 check will be paid to the California State Controller's Unclaimed Property Fund
11 in the name of the Participating Class Member, and the Participating Class
12 Member shall remain bound by the Settlement. Checks to Manufacturing
13 Aggrieved Employees and Retail Aggrieved Employees shall be handled in the
14 same manner. (§III.E.10)
- 15 • **Timing of Settlement Funding:** Defendants shall fund the Gross Settlement
16 Amount by depositing the money with the Settlement Administrator. Defendants
17 shall fund the Gross Settlement Amount and the amount necessary to pay
18 Defendants' share of payroll taxes within fifteen (15) calendar days after the
19 Effective Date, and only if the Effective Date occurs. (§III.E.9) "Effective Date"
20 means the date by which the Settlement Agreement is approved by the Court,
21 and the Judgment becomes Final. (§I.O)

22 **C. TERMS OF RELEASES**

- 24 • Participating Class Members. Upon full funding of the Gross Settlement
25 Amount, the Released Parties shall receive a release from the Participating Class

1 Members of any and all claims, demands, rights, liabilities and causes of action,
2 including statutory, constitutional, contractual or common law claims, for wages,
3 damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees,
4 litigation costs, restitution, or equitable relief, whether known or unknown,
5 arising during the Class Period from any Class Member's employment with any
6 Released Party (a) for (i) failure to pay for all time worked; (ii) failure to pay
7 regular, minimum or overtime wages; (iii) failure to provide proper meal and/or
8 rest periods and/or associated premiums in lieu thereof; (iv) failure to timely pay
9 wages due during employment or at termination or otherwise; (v) failure to
10 furnish accurate wage statements; and (vi) to the extent not covered above, any
11 claims pled in or reasonably arising out of the facts alleged in Fourth Amended
12 Complaint in the *Cristobal* Action and/or the Complaint in the *Garcia* action; (b)
13 for statutory violations arising from the same categories of allegations set forth
14 in this section [¶III.F.1.a], including claims under the California Labor Code
15 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197 et
16 seq., any applicable California Industrial Welfare Commission Wage Orders,
17 and California Business & Professions Code sections 17200 et seq.; (c) for
18 penalties or liquidated damages or other available remedies arising from the
19 categories of allegations set forth above in Paragraph III.F.1.a, including claims
20 under the California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
21 512, 558, 1194, 1194.2, 1197 et seq., any applicable California Industrial
22 Welfare Commission Wage Orders, and California Business & Professions Code
23 sections 17200 et seq.; and (d) for interest, costs, or attorneys' fees arising from
24 the categories of allegations set forth in ¶III.F.1.a, including claims under
25

1 California Labor Code sections 218.5, 1194, and 2699(g)(1) and California Code
2 of Civil Procedure section 1021.5 ("Released Class Claims"). (§III.F.1)

- 3 ○ For avoidance of doubt, Released Class Claims expressly excludes all
4 other claims, including claims for vested benefits, wrongful termination,
5 unemployment insurance, disability, social security, and workers'
6 compensation, and claims arising outside of the Class Period. (*Ibid.*)

- 7 • Manufacturing Aggrieved Employees. Upon full funding of the Gross Settlement
8 Amount, the Released Parties shall receive a release from the Manufacturing
9 Aggrieved Employees and the State of California of any claims, demands, rights,
10 liabilities and causes of action arising under PAGA during the Manufacturing
11 PAGA Period from any Manufacturing Aggrieved Employee's employment with
12 any Released Party (a) for (i) failure to pay for all time worked; (ii) failure to pay
13 regular, minimum or overtime wages; (iii) failure to provide proper meal and/or
14 rest periods and/or associated premiums in lieu thereof; (iv) failure to timely pay
15 wages due during employment or at termination or otherwise; (v) failure to
16 furnish accurate wage statements; and (vi) to the extent not covered above, any
17 claims under PAGA only pled in or reasonably arising out of the facts alleged in
18 the Fourth Amended Complaint in the *Cristobal* Action, the Complaint in the
19 *Taylor* Action, the Complaint in the *Garcia* Action, and/or in Plaintiffs'
20 Cristobal, Garcia, and Taylor's LWDA pre-filing letter notices to the LWDA
21 regarding claims under PAGA; (b) for penalties or other available remedies
22 available under PAGA arising from the categories of allegations set forth above
23 in Paragraph III.F.2.a, including remedies available under PAGA for alleged
24 violation of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
25 512, 558, 1194, 1194.2, 1197 et seq., and any applicable California Industrial

1 Welfare Commission Wage Orders; and (c) for interest, costs, or attorneys' fees
2 available under PAGA arising from the categories of allegations set forth above
3 in Paragraph III.F.2.a, including under California Labor Code sections 218.5,
4 1194, and 2699(g)(1) and California Code of Civil Procedure section 1021.5
5 ("Manufacturing Released PAGA Claims"). (¶III.F.2)

- 6 ○ For avoidance of doubt, Manufacturing Released PAGA Claims shall
7 exclude PAGA claims arising outside of the Manufacturing PAGA
8 Period. (*Ibid.*)
- 9 ○ The release of the Manufacturing Released PAGA Claims shall be
10 effective as to all Manufacturing Aggrieved Employees, regardless of
11 whether a Manufacturing Aggrieved Employee submitted a request for an
12 exclusion from the Class or from any other part of the Settlement. (*Ibid.*)

- 13 • Retail Aggrieved Employees. Upon full funding of the Gross Settlement
14 Amount, the Released Parties shall receive a release from the Retail Aggrieved
15 Employees and the State of California of any claims, demands, rights, liabilities
16 and causes of action arising under PAGA during the Retail PAGA Period from
17 any Retail Aggrieved Employee's employment with any Released Party, (a) for
18 (i) failure to pay for all time worked; (ii) failure to pay regular, minimum or
19 overtime wages; (iii) failure to provide proper meal and/or rest periods and/or
20 associated premiums in lieu thereof; (iv) failure to timely pay wages due during
21 employment or at termination or otherwise; (v) failure to furnish accurate wage
22 statements; (vi) failure to provide seating to retail employees; and (vii) to the
23 extent not covered above, any claims under PAGA pled in or reasonably arising
24 out of the facts alleged in the Fourth Amended Complaint in the *Cristobal*
25 Action and/or in Plaintiff Henry's LWDA pre-filing letter notices sent to the

1 LWDA regarding claims under PAGA, which arose during the Retail PAGA
2 Period; (b) for penalties or liquidated damages or other available remedies
3 available under PAGA arising from the categories of allegations set forth above
4 in Paragraph III.F.3.a, including remedies available under PAGA for alleged
5 violation of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510,
6 512, 558, 1194, 1194.2, 1197 et seq., and any applicable California Industrial
7 Welfare Commission Wage Orders, including but not limited to Section 14(A) &
8 (B) of such Wage Orders; and (c) for interest, costs, or attorneys' fees available
9 under PAGA arising from the categories of allegations set forth above in
10 Paragraph III.F.3.a, including under California Labor Code sections 218.5, 1194,
11 and 2699(g)(1) and California Code of Civil Procedure section 1021.5 ("Retail
12 Released PAGA Claims"). (¶III.F.3)

- 13 ○ For avoidance of doubt, Retail Released PAGA Claims shall exclude
14 class claims (other than as to suitable seating) as to the Retail Aggrieved
15 Employees, individual (non-PAGA) Labor Code claims as to the Retail
16 Aggrieved Employees, and PAGA claims arising outside of the Retail
17 PAGA Period. (*Ibid.*)
- 18 ○ The release of the Retail Released PAGA Claims shall be effective as to
19 all Retail Aggrieved Employees, regardless of whether a Retail Aggrieved
20 Employee submitted a request for an exclusion from the Class or from
21 any other part of the Settlement. (*Ibid.*)
- 22 • "Released Parties" means Defendants, and each of them, and each of the parents,
23 affiliates (including without limitation Berkshire Hathaway, Inc.) subsidiaries,
24 predecessors, successors, divisions, joint venturers, attorneys, and assigns of
25 either or both Defendants, and each of these entities' past or present owners,

1 directors, officers, employees, partners, members, principals, agents, insurers,
2 coinsurers, re-insurers, investors, shareholders, attorneys, employee benefit
3 plans, employee benefit plan trustees, fiduciaries, and administrators, and
4 personal or legal representatives. (§I.BB)

- 5 • The named Plaintiffs will also provide a general release and a waiver of the
6 protections of Cal. Civ. Code §1542. (§§ III.F.4, III.F.5)
- 7 • The releases are effective upon the full funding of the Gross Settlement Amount
8 (§III.F.1), which is to occur within fifteen (15) calendar days after the Effective
9 Date (§III.E.9).

11 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

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

19 As discussed more fully in the Order conditionally approving the settlement, “[i]n
20 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
21 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
22 action. The purpose of the requirement [of court review] is the protection of those class
23 members, including the named plaintiffs, whose rights may not have been given due
24 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
25 *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 allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. Notwithstanding an initial presumption of fairness, “the court should not give rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130. “Rather, to protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In that determination, the court should consider factors such as “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and

1 the court is free to engage in a balancing and weighing of factors depending on the
2 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

3 **A. A PRESUMPTION OF FAIRNESS EXISTS**

4 The Court preliminarily found in its Order of November 9, 2021 that the
5 presumption of fairness should be applied. No facts have come to the Court’s attention
6 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a
7 presumption of fairness as set forth in the preliminary approval order.

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

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

12 Number of class members: 5,508

13 Number of notices mailed: 5,508

14 Number of undeliverable notices: 74

15 Number of opt-outs: 2

16 Number of objections: 0

17 Number of participating class members: **5,506**

18 (Declaration of Chris Pikus (“Pikus Decl.”) ¶¶ 7-15.)

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

23 **C. CLASS CERTIFICATION IS PROPER**

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

1 **D. ATTORNEY FEES AND COSTS**

2 Class Counsel requests **\$2,000,000** (33 1/3%) for attorney fees and **\$50,000** for
3 costs. (Memo ISO Final at 4:17-20, 13:14-16.)

4 Courts have an independent responsibility to review an attorney fee provision and
5 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
6 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
7 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
8 503.

9 While the fee award may be “cross-checked” against a lodestar the Court declines
10 to engage in that analysis as some of Plaintiffs’ counsel have not provided the Court with
11 information sufficient to show that their stated hourly rates are reasonable or current
12 “market tested” rates. ~~While~~⁹ some counsel have done this (see Declaration of Marder,
13 Gavron, Lee, Huether). In contrast, the Declaration of Nordrehaug, who seeks the
14 majority of the fees, does not discuss in any meaningful way the education and
15 experience of the various timekeepers nor does it detail what work was done by category
16 so that the Court might engage in a meaningful lodestar analysis. Majarian’s is also
17 lacking the appropriate detail.

18 In the instant case, fees are sought pursuant to the percentage method. (Memo
19 ISO Attorneys’ Fees at pp. 4-6.) The \$2,000,000 fee request is one-third of the Gross
20 Settlement Amount.

21 Here, the **\$2,000,000** fee request represents a reasonable percentage of the total
22 funds paid by Defendant given the length of time this matter has been pending, the risk
23 involved in the litigation, and the result achieved. Further, the notice expressly advised
24 class members of the fee request, and no one objected. (Pikus Decl. ¶15, Exhibits A to C
25 thereto.) Accordingly, the Court awards fees in the amount of **\$2,000,000**.

1 Fee Split: Plaintiffs' counsel will be splitting the approved fees as follows: 85%
2 to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 4.125% to Lavi & Ebrahimiyan,
3 LLC, 3.375% to Law Offices of Sahag Majarian, II, 4.875% to Diversity Law Group,
4 APC, and 2.625% to Polaris Law Group LLP, which Plaintiffs authorized in writing.
5 (Declaration of Melissa Heuther ISO Final ¶27.)

6 Class Counsel requests **\$50,000** in costs. This is equal to the \$50,000 cap
7 provided in the settlement agreement (¶III.B.2). The amount was disclosed to Class
8 Members in the Notice, and no objections were received. (Pikus Decl. ¶15, Exhibits A
9 to C thereto.) Counsel represent that they incurred total litigation costs of \$62,013.58.
10 (Declaration of Kyle Nordrehaug ISO Final ¶7.) Costs include filing fees, mediation
11 expenses, expert fees, attorney service charges (Knox, One Legal, Case Anywhere, File
12 and Serve Xpress), CourtCall charges, LA CourtConnect charges, hearing travel,
13 deposition expenses, docket download charges, and document service charges.
14 (Declaration of Kyle Nordrehaug ISO Final ¶7, Exhibit 3; Declaration of Larry Lee ISO
15 Final ¶9, Exhibit B; Declaration of Melissa Heuther ISO Final ¶17, Exhibit 1;
16 Declaration of William Marder ISO Final ¶10, Exhibit B.)

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

19 For all of the foregoing reasons, costs of **\$50,000** are approved.

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

21 A service (or incentive) fee award to a named class representative must be
22 supported by evidence that quantifies the time and effort expended by the individual and
23 a reasoned explanation of financial or other risks undertaken by the class representative.
24 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
25 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395

1 ["Criteria courts may consider in determining whether to make an incentive award
2 include: (1) the risk to the class representative in commencing suit, both financial and
3 otherwise; (2) the notoriety and personal difficulties encountered by the class
4 representative; (3) the amount of time and effort spent by the class representative; (4) the
5 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
6 class representative as a result of the litigation. (Citations.)"].

7 Here, the Class Representatives, Loralynne Cristobal, Allen Garcia, Meisha
8 Henry, and Robert Taylor, request enhancement awards of **\$10,000 each**, totaling
9 **\$40,000**. (Memo ISO Attorneys' Fees at 14:3-5.) They urge that the awards are
10 appropriate for the following reasons:

11 Plaintiff Loralynne Cristobal represents that her contributions to the action
12 included: providing documents to her attorneys and answering their questions, reviewing
13 the complaint and other case documents, remaining in contact with her attorneys, and
14 reviewing the settlement papers. *she has done this since the inception of her case in 2019.* She estimates spending approximately 70-80 hours on
15 the case. (Declaration of Loralynne Cristobal ISO Prelim ¶¶ 6, 10-12.) She asserts that
16 she took on a risk of finding future employment as a result of suing her former employer,

17 although she also does not show that this occurred. (*Id.* at ¶9.) *she cannot represent orally*
that she has pursued this matter notwithstanding that her personal

18 Plaintiff Allen Garcia represents that his contributions to the action included:
19 meeting and conferring with his attorneys, providing documents to his attorneys,
20 reviewing the pleadings and case documents, and reviewing the settlement papers.
21 (Declaration of Allen Garcia ISO Prelim ¶4.) He does not provide an estimate of his
22 time spent on the case.

23 Plaintiff Meisha Henry represents that her contributions to the action included:
24 providing documents to her attorneys and answering their questions, reviewing the
25 complaint and other case documents, remaining in contact with her attorneys, and

1 reviewing the settlement papers. She estimates spending approximately 60-70 hours on
2 the case. (Declaration of Meisha Henry ISO Final ¶¶ 6, 8-10.) She asserts that she took
3 on a risk of finding employment with future employers, and also believes that her
4 participation in the lawsuit has affected her in a negative way in her current employment
5 with Defendants. (Id. at ¶7.) *Defendant really*
6 Plaintiff Robert Taylor represents that his contributions to the action included: *challenges this but, as its counsel acknowledged there is no direct evidence to the contrary*
7 providing employment-related documents to his attorneys, answering their questions
8 about his employment, and reviewing the settlement papers. (Declaration of Robert
9 Taylor ISO Prelim ¶8.) He asserts that he took on a risk of finding future employment as
10 a result of suing his former employer, although he also does not show that this occurred.
11 (Id. at ¶9.) He does not provide an estimate of his time spent on the case.

12 In light of the above-described contributions to this action, and in
13 acknowledgment of the benefits obtained on behalf of the class, the following service
14 awards are reasonable and approved: **\$5,000 each** to Plaintiffs ~~Cristobal~~ *Cristobal and* Garcia, and
15 Taylor, and **\$7,500** to Plaintiff ~~Henry~~ *Henry*.

16 F. SETTLEMENT ADMINISTRATION COSTS

17 The Settlement Administrator, Rust Consulting, Inc., requests **\$55,000** in
18 compensation for its work in administering this case. At the time of preliminary
19 approval, costs of settlement administration were estimated at \$55,000. (¶III.B.5.) Class
20 Members were provided with notice of this amount and did not object. (Pikus Decl. ¶15,
21 Exhibits A to C thereto.)

22 Accordingly, settlement administration costs are approved in the amount of
23 **\$55,000.**

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1 **IV. CONCLUSION AND ORDER**

2 The Court hereby:

- 3 (1) Grants class certification for purposes of settlement;
- 4 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 5 (3) Awards **\$2,000,000** in attorney fees to Class Counsel, Blumenthal Nordrehaug
- 6 Bhowmik De Blouw LLP, Lavi & Ebrahimian, LLP, Law Offices of Sahag
- 7 Majarian, II, Diversity Law Group, P.C., and Polaris Law Group LLP;
- 8 (4) Awards **\$50,000** in litigation costs to Class Counsel;
- 9 (5) Approves payment of **\$476,250** (75% of \$50,000 Manufacturing PAGA
- 10 Payment and 75% of \$585,000 Retail PAGA Payment) to the LWDA;
- 11 (6) Awards Class Representative Service Awards of **\$7,500** to Meisha Henry and ^{Lauralynne Cristobal and}
- 12 **\$5,000 each** to ~~Lauralynne Cristobal~~, Robert Taylor, and Allen Garcia;
- 13 (7) Awards **\$55,000** in settlement administration costs to Rust Consulting, 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
- 17 3/24, 2022;
- 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 (l)(3); and

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1 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of

2 Settlement Funds for

3 1/6/2023

, at 8:30 a.m.

4 Final Report is to be filed by

5 12/29/2022

6
7
8 Dated: 3/17/2022

Maren E. Nelson

9 MAREN E. NELSON

10 Judge of the Superior Court
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