

FILED

Superior Court of California
County of Los Angeles

12/05/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: N. Navarro Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

MIGUEL HUERTA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

INTERIOR REMOVAL SPECIALIST,
INC., a California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 20STCV09163

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

Date: December 5, 2022

Time: 9:00 a.m.

Dept.: SSC-17

I. BACKGROUND

Plaintiff Miguel Huerta sues his former employer, Defendant Interior Removal Specialist, Inc., for alleged wage and hour violations. Defendant is a demolition

1 contractor. Plaintiff seeks to represent a class of Defendant's current and former non-
2 exempt employees.

3 On March 6, 2020, Plaintiff filed a class action against Defendant alleging the
4 following causes of action: (1) Failure to Pay Minimum Wage and Regular Rate Wages
5 [Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime
6 Compensation [Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods
7 [Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Lab. Code
8 §§ 226.7]; 5) Failure to Indemnify Necessary Business Expenses [Lab. Code § 2802];
9 (6) Failure to Timely Pay Final Wages at Termination [Lab. Code §§ 201-203]; (7)
10 Failure to Provide Accurate Itemized Wage Statements [Lab. Code § 226]; and (8)
11 Unfair Business Practices [Bus. & Prof. Code §§ 17200, et seq.]. On May 20, 2020,
12 Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties
13 Under the Private Attorneys General Act ("PAGA") [Lab. Code § 2699, et seq.].

14 On January 20, 2022, the Parties mediated before Steven Rottman, Esq., at
15 which they agreed to the basic terms of a proposed settlement. The terms were later
16 finalized in the long-form *Joint Stipulation of Class and Representative Action*
17 *Settlement* ("Settlement Agreement"), a copy of which was filed with the Court,
18 attached to the Declaration of H. Scott Leviant filed March 24, 2022 as Exhibit 1.

19 On May 24, 2022, counsel were provided with a "checklist" of items needing
20 attention and the matter was continued to July 22, 2022. In response, the parties filed
21 further briefing, including the First Amended Settlement Agreement attached to the
22 Supplemental Declaration of H. Scott Leviant filed June 29, 2022 as Exhibit 3. All
23 references below are to that agreement.

24 The settlement was preliminarily approved on July 22, 2022. Notice was given
25 to the Class Members as ordered (see Declaration of Krystal Quiroz). Now before the

1 Court is Plaintiff's motion for final approval of the Settlement Agreement, including for
2 payment of fees, costs, and a service award to the named plaintiff. For the reasons set
3 forth below, the Court grants final approval of the settlement.

4 5 **II. THE TERMS OF THE SETTLEMENT**

6 7 **A. SETTLEMENT CLASS DEFINITION**

8 "Class" or "Class Members" consist of: All non-exempt employees of Defendant
9 who worked in California during the Class Period. "Settlement Class Members" are
10 those Class Members who do not submit timely exclusion requests to the Settlement
11 Administrator. Defendant's best estimate is that the Class included approximately 669
12 individuals on January 20, 2022. (§4)

13 "Class Period" is March 6, 2016 through the date the court issues an order
14 granting preliminary approval or June 30, 2022, whichever is sooner. (§3)

15 "PAGA Employee" means all Class Members that worked at any time during the
16 PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all
17 PAGA Employees are "aggrieved employees" as defined pursuant to PAGA. PAGA
18 Employees cannot opt out of the settlement of the PAGA claim. (§11)

19 "PAGA Period" means the period between March 4, 2019 through the date the
20 court issues an order granting preliminary approval or June 30, 2022, whichever is
21 sooner. (§10)

22 //

23 //

24 //

25 //

1 **B. THE MONETARY TERMS OF SETTLEMENT**

2 The essential monetary terms are as follows:

- 3 • The Gross Settlement Amount (“GSA”) is **\$900,000** (¶26.c). This includes
4 payment of a PAGA penalty of **\$80,000** to be paid 75% to the LWDA (\$60,000)
5 and 25% to the PAGA Employees (\$20,000) (¶9).

6 ○ Escalator Clause: The number of Covered Workweeks during the Class
7 Period is estimated to be sixty thousand four hundred thirty-two (60,432).

8 If it is later determined that, on the date of preliminary approval or June
9 30, 2022, whichever is sooner, the number of actual Covered Workweeks
10 during the Class Period exceeds 15% of the estimated Covered
11 Workweeks (i.e., equal or more than sixty-nine thousand four hundred
12 ninety-seven (69,497) workweeks), the Gross Settlement Amount will be
13 increased by 1% for every percentage point that the Covered Workweeks
14 exceed the 15% threshold (i.e., if there is a 17% increase in the number of
15 Covered Workweeks, Defendant shall increase the Settlement Amount by
16 2%). (¶26.d)

17 ○ At final approval, the Settlement Administrator represents that the total
18 Applicable Workweeks worked for Class Members during the Class
19 Period is 63,452. (Decl. of Krystal Quiroz ¶14.) Accordingly, the
20 escalator clause was not triggered.

- 21 • The Net Settlement Amount (“Net”) (**\$475,625**) is the GSA less:

- 22 ○ Up to **\$300,000** (33 1/3%) for attorney fees (¶26.m);
23 ○ Up to **\$25,000** for attorney costs (*Ibid.*);
24 ○ Up to **\$5,000** for a service award to the proposed class representative
25 (¶26.n); and

- Estimated **\$14,375** for settlement administration costs (§26.p).
- Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. (§26.h)
- Assuming the Court approves all maximum requested deductions, approximately \$476,047.44 will be available for automatic distribution to participating class members. Assuming full participation, the average settlement share will be approximately \$699.04. ($\$476,047.44 \text{ Net} \div 681 \text{ class members} = \699.04). In addition, each PAGA Employee will receive a portion of the PAGA penalty, estimated to be \$54.34 per PAGA Employee. ($\$20,000 \text{ or } 25\% \text{ of } \$80,000 \text{ PAGA penalty} \div 368 \text{ PAGA Employees} = \54.34).
- There is no Claim Requirement (§26.f).
- The settlement is not reversionary (§26.e).
- Individual Settlement Share Calculation: Each Settlement Class Member (i.e., those Class Members who do not opt out of the Class Settlement) will be paid a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totaling \$20,000, as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows: $[\text{Covered Workweeks worked by a Settlement Class Member}] \div [\text{Sum of all Covered Workweeks worked by all Settlement Class Members}] \times [\text{Net Settlement Amount} - \text{PAGA Settlement Payment}] = \text{individual Settlement Class Payment for a Settlement Class Member. (§26.i)}$
- PAGA Payments: Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the

1 Settlement Administrator. Class Members will not be permitted to
2 exclude themselves from this portion of the Settlement. The pro-rata share
3 will be determined by comparing the individual PAGA Employees'
4 PAGA Pay Periods during the PAGA Period to the total PAGA Pay
5 Periods of all the PAGA Employees during the PAGA Period as follows:
6
$$([PAGA \text{ Pay Periods worked by a PAGA Employee}] \div [Sum \text{ of all PAGA}$$

7
$$Pay \text{ Periods worked by all PAGA Employees}]) \times [PAGA \text{ Settlement}$$

8
$$Payment \text{ to Employees, i.e. } \$20,000] = \text{individual PAGA Employee's}$$

9
$$\text{portion of the PAGA Settlement Payment. (§26.j)}$$

- 10 • Tax Withholdings: Settlement Class Payments will be allocated as follows: 25%
11 to wages, 75% to penalties and interest. The PAGA Settlement Payment shares
12 to PAGA Employees will be entirely allocated to penalties. (§26.k)
- 13 • Funding of Settlement: Defendant will fund the settlement account with the
14 Gross Settlement Amount and all employer related taxes within thirty (30)
15 calendar days of the Effective Date of the Settlement, provided that the
16 Settlement Administrator has delivered to the Parties an accounting of the
17 amounts to be paid by Defendant pursuant to the terms of this Settlement.
18 (§26.q)
- 19 • Distribution: The Settlement Administrator shall cause the Settlement Payments
20 to be mailed to the Class Members sixty-two (62) calendars days after the
21 Effective Date, provided that the Defendant have funded the Gross Settlement
22 Amount within (30) calendar days of the Effective Date of the Settlement
23 pursuant to the terms of this Settlement. (§26.r)
- 24 • Uncashed Settlement Payment Checks: Funds from un-cashed or abandoned
25 Settlement Payment checks, based on a 180-day void date, shall be transmitted

1 to the California State Controller's Office for Unclaimed Property in the name of
2 each Class Member who failed to cash their Settlement Payment check prior to
3 the void date. (§35)

4
5 **C. TERMS OF RELEASES**

- 6 • Release by the Class: Upon the final approval by the Court of this Settlement
7 and Defendant's payment of all sums due pursuant to this Settlement, and except
8 as to such rights or claims as may be created by this Settlement, the Class
9 Representative, the Class and each Class Member who has not submitted a valid
10 and timely request for exclusion as to claims other than the PAGA claim, will
11 release claims as follows: (§37)
- 12 • Identity of Released Parties: The released parties are Defendant, and each of
13 its/their former and present direct and/or indirect owners, dba's, affiliates, parent
14 companies, subsidiaries, brother and sister corporations, divisions, related,
15 associated, and/or affiliated companies, successors and predecessors, and current
16 and former managing agents, attorneys, officers, directors, shareholders, owners,
17 trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners,
18 privies, agents, servants, insurers, representatives, administrators, employee
19 benefit plans, and assigns of said entities, and any individual or entity which
20 could be liable for any of the Released Claims, and Defendant's counsel of
21 record in the Action (collectively "Releasees"). (§37.a)
- 22 • Claims Released by Settlement Class Members: Each and every Class Member,
23 on behalf of himself or herself and his or her heirs and assigns, unless he or she
24 has submitted a timely and valid Request for Exclusion (which will not
25

1 effectuate an opt-out from the release of Released PAGA Claims), hereby
2 releases Releasees from the following claims for the entire Class Period: (§37.c)

- 3 ○ All known and unknown claims, losses, damages, liquidated damages,
4 penalties, interest, liabilities, causes of action, civil complaints, arbitration
5 demands or suits which arise from the facts asserted in the Action,
6 including, without limited to the foregoing, all claims under the California
7 Labor Code as alleged in the Action, including violations for meal
8 periods, rest breaks, unpaid overtime and minimum wages, timely
9 payment of wages, wage statements, waiting time penalties, unreimbursed
10 business expenses, and violations of California Unfair Competition Law
11 (Cal. Bus. & Prof. Code §§ 17200, et seq.), all claims asserted through
12 California Labor Code §§ 2698, et seq., that were identified by the PAGA
13 Representative in the Notice to the LWDA and are alleged in the
14 Complaint (defined to be the First Amended Complaint) including, but
15 not limited to, injunctive relief, liquidated damages, penalties of any
16 nature, including civil penalties under the Private Attorneys General Act
17 sections 2698, et seq., interest, attorney's fees, including attorney's fees
18 under California Code of Civil Procedure section 1021.5, costs, and all
19 other claims and allegations made or which could have been made in the
20 Action based on the facts and allegations pled in Plaintiff's PAGA notice
21 to the LWDA and Complaint ("Released Claims"); and (§37.c.1)

- 22 ■ "Complaint" refers to the operative complaint, which will be the
23 First Amended Complaint filed in this action. (§1)
24
25

1 ○ In addition, as to all Class Members employed during the Released
2 PAGA Claims Period, whether requesting exclusion from the Settlement
3 or not, the Released PAGA Claims. (§37.c.2)

4 ▪ “Released PAGA Claims” means all claims that have been pled or
5 could have been pled, based upon the factual allegations and issues
6 set forth in the Notice to the LWDA and alleged in the Complaint,
7 including civil penalties under PAGA, fees, and all other claims
8 and allegations made or which could have been made in the Action
9 that are based on the facts and allegations pled in Plaintiff’s Notice
10 to the LWDA and the Complaint. (§14)

- 11 • Opt-in to Release Under Fair Labor Standards Act: Settlement Class Members
12 will be advised that they will opt in to a settlement of claims for unpaid
13 compensation under the Fair Labor Standards Act (“FLSA”) by cashing or
14 otherwise depositing the check for their Settlement Class Payment. This will be
15 set forth in the Class Notice. (§26.y)
- 16 • The named Plaintiff will also provide a general release and a waiver of the
17 protections of Cal. Civ. Code §1542. (§26.n)
- 18 • The Released Claims will be released upon the later of (1) the Settlement’s
19 Effective Date, or (2) the satisfaction of Defendant’s obligation to provide to the
20 Settlement Administrator a sum in the amount required to satisfy all required
21 payments and distributions pursuant to this Settlement and the Order and
22 Judgment of final approval. Class Members will not release the Released Claims
23 or Released PAGA Claims until both the Effective Date of the Settlement has
24 occurred, and Defendant has paid all amounts owing under the Settlement
25

1 (¶37.b). Funding is to occur within thirty (30) calendar days of the Effective
2 Date (¶26.q).

3 4 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

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

12 As discussed more fully in the Order conditionally approving the settlement, “[i]n
13 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
14 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
15 action. The purpose of the requirement [of court review] is the protection of those class
16 members, including the named plaintiffs, whose rights may not have been given due
17 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
18 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
19 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
20 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
21 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
22 extent necessary to reach a reasoned judgment that the agreement is not the product of
23 fraud or overreaching by, or collusion between, the negotiating parties, and that the
24 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
25 quotation marks omitted].

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

21 **A. A PRESUMPTION OF FAIRNESS EXISTS**

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

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: 682

6 Number of notices mailed: 682

7 Number of undeliverable notices: 40

8 Number of opt-outs: 1

9 Number of objections: 0

10 Number of participating class members: **681**

11 (Declaration of Krystal Quiroz (“Quiroz Decl.”) ¶¶5-13.)

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 **\$300,000** (33 1/3%) for attorney fees and **\$24,577.56** for
21 costs. (MFA at 21:2-14.)

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. (MFA at pp. 15-21.) The \$300,000 fee request is one-third of the
5 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 Leviant provides the Court with information as to the experience and
22 training of himself and his firm’s attorneys. (Declaration of H. Scott Leviant ISO Final
23 ¶¶21-26.) He represents that his hourly rate of \$795 is consistent with his practice area,
24 legal market and accepted hourly rates of other wage and hour class action firms as well
25 as the 2017-2018 Adjusted Laffey Matrix. (*Id.* at ¶27.) However, he does not show that

1 his rate, nor the rates of the other attorneys at his firm, were approved by courts in other
2 cases.

3 Attorney Leviant further represents that 260.9 hours of work were done by his
4 firm, resulting in \$154,838 in fees based on hourly rates of \$325 to \$795. (*Id.* at ¶32.)
5 However, he does not aggregate his firm's hours by task so that the Court can make an
6 informed decision as to how much time was spent on claims and the like. The lodestar
7 of \$154,838 implies a multiplier of 1.93, which is on the high side of acceptable
8 multipliers for this kind of work.

9 Regardless, the **\$300,000** fee request represents a reasonable percentage of the
10 total funds paid by Defendant. Further, the notice expressly advised class members of
11 the fee request, and no one objected. (Quiroz Decl. ¶12, Exhibit A thereto.)
12 Accordingly, the Court awards fees in the amount of **\$300,000**.

13 Class Counsel requests **\$24,577.56** in costs. This is less than the \$25,000 cap
14 provided in the settlement agreement (¶26.m). The amount was disclosed to Class
15 Members in the Notice, and no objections were received. (Quiroz Decl. ¶12, Exhibit A
16 thereto.) Costs include: Mediation Fees (\$18,000), Berger Consulting (\$2,100), and
17 Complaint Filing Fee (\$1,435). (Leviant Decl. ISO Final ¶32, Exhibit 2 thereto.)

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

20 For all of the foregoing reasons, costs of **\$24,577.56** are approved.

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

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

1 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
2 ["Criteria courts may consider in determining whether to make an incentive award
3 include: (1) the risk to the class representative in commencing suit, both financial and
4 otherwise; (2) the notoriety and personal difficulties encountered by the class
5 representative; (3) the amount of time and effort spent by the class representative; (4) the
6 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
7 class representative as a result of the litigation. (Citations.)"].

8 Here, the Class Representative, Miguel Huerta, requests an enhancement award of
9 **\$5,000**. (MFA at 15:4-5.) He represents that his contributions to the action include:
10 ongoing communications with his counsel during the case; reviewing and providing
11 documents to his counsel; explaining those documents and related facts to his counsel;
12 assisting in identifying potential witnesses, including other employees; and reviewing
13 the settlement agreement. He estimates spending over 30 hours of time on the case.
14 (Declaration of Miguel Huerta ISO Final ¶¶14-19.) He also represents that he assumed
15 the risk that serving as class representative could negatively affect his future
16 employment opportunities, though he has not shown that this has occurred. (*Id.* at ¶13.)

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

20 **F. SETTLEMENT ADMINISTRATION COSTS**

21 The Settlement Administrator, ILYM Group, Inc., requests **\$14,375** in
22 compensation for its work in administering this case. (Quiroz Decl. ¶15.) At the time
23 of preliminary approval, costs of settlement administration were estimated at \$14,375
24 (¶26.p). Class Members were provided with notice of this amount and did not object.
25 (Quiroz Decl. ¶12, Exhibit A thereto.)

Accordingly, settlement administration costs are approved in the amount of
\$14,375.

IV. CONCLUSION AND ORDER

The Court hereby:

- (1) Grants class certification for purposes of settlement;
- (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- (3) Awards \$300,000 in attorney fees to Class Counsel, Moon & Yang, APC;
- (4) Awards \$24,577.56 in litigation costs to Class Counsel;
- (5) Approves payment of \$20,000 (75% of \$80,000 PAGA penalty) to the LWDA;
- (6) Awards \$5,000 as a Class Representative Service Award to Miguel Huerta;
- (7) Awards \$14,375 in settlement administration costs to ILYM Group, Inc.;
- (8) ~~Orders class counsel to lodge a proposed Judgment, consistent with this ruling~~
and containing the class definition, full release language, and the name of the
class member who opted out by _____;
- (9) Orders class counsel to provide notice to the class members pursuant to
California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
Code §2699 (1)(3); and
- (10) Sets a Non-Appeal Case Review re: Final Report re: Distribution of
Settlement Funds for

_____ 9/12/2023, at 8:30 a.m.

Final Report is to be filed by

_____ 9/5/2023.

Hon. Maren E. Nelson

Maren E. Nelson
12/5/2022

DATE: _____