

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
PHILLIP SONG (SBN 326572)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Tel: (818) 230-7502
Fax: (818) 230-7259

Attorneys for Plaintiffs

ELECTRONICALLY

FILED

4/14/2022

K. BIEKER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA - MARTINEZ
A.Stewart, DEPUTY CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

GERALD ANGELES and ANDRES
BECERRA, individually, and on behalf of
other members of the general public similarly
situated and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA");

Plaintiff,

v.

IKRUSHER, INC., a California corporation;
DAVID BO CHEN, an individual; and DOES
1 through 100, inclusive;

Defendants.

Case No.: MSC20-01312

Assigned for All Purposes to:
Honorable Edward Weil
Department 39

CLASS ACTION

ORDER OF FINAL APPROVAL

Hearing Date: April 7, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department 39

Complaint Filed: July 16, 2020
FAC Filed: September 14, 2020
SAC Filed: June 21, 2021
Trial Date: None Set

1 Plaintiffs Gerald Angeles' and Andres Becerra's ("Plaintiffs") Motion for Final Approval
2 of Class Action Settlement, Attorney Fee Award, Cost Award, and Class Representative
3 Enhancement Payments and the papers submitted in support of the motion, came before this
4 Court, the Honorable Edward Weil presiding, and was reviewed on April 6, 2022. The Court
5 issued a tentative ruling on April 6, 2022 that granted final approval to the settlement of this
6 class action lawsuit. Attached hereto as **Exhibit 1** is a true and correct copy of the Court's
7 tentative ruling. Pursuant to Court's tentative ruling, Class Counsel prepared this Order of Final
8 Approval ("Order") and corresponding judgment reflecting the tentative ruling and other
9 findings in the previously submitted [Proposed] Order of Final Approval and Judgment. The
10 Court, having considered this Order, HEREBY ORDERS THE FOLLOWING:

11 1. Incorporation of Other Documents. This Order incorporates the Joint Stipulation
12 and Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement"). Unless
13 otherwise provided herein, all capitalized terms in this Order shall have the same meaning as set
14 forth in the Settlement Agreement.

15 2. Jurisdiction. Because adequate notice has been disseminated and all Class
16 Members have been given the opportunity to request exclusion from the Class, the Court has
17 personal jurisdiction with respect to the claims of all Class Members. The Court has subject
18 matter jurisdiction over this class action lawsuit, including jurisdiction to approve the Settlement,
19 grant final certification of the Class, and dismiss the class action lawsuit.

20 3. Final Class Certification. The Court finds that the Class satisfies all applicable
21 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
22 process. Accordingly, the Court certifies, a Class consisting of all former and current sales
23 representatives and non-exempt employees employed by Defendants iKrusher, Inc. and David
24 Bo Chen ("Defendants") in the State of California during the time period from July 16, 2016,
25 through June 21, 2021 ("Class," "Class Members," and "Class Period"). There are sixty-one (61)
26 Class Members who did not submit a valid and timely request to exclude themselves from the
27 class action Settlement ("Participating Class Members").

28 ///

1 4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-
2 Gharajeh, and Phillip Song of Justice Law Corporation have fully and adequately represented the
3 Class for purposes of entering and implementing the Settlement and have satisfied the
4 requirements of Code of Civil Procedure section 382.

5 5. Notice Packet. The Court finds that the Notice of Class Action Settlement (“Class
6 Notice”) and the Election Not To Participate or Opt-out Form (“Exclusion Form”) (collectively,
7 the “Notice Packet”) and its distribution to Class Members have been implemented pursuant to
8 the Settlement Agreement and this Court’s Preliminary Approval Order and that they:

9 a. constitute the best practicable notice to Class Members under the
10 circumstances of the class action lawsuit;

11 b. constitute notice that was reasonably calculated, under the circumstances,
12 to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms
13 and provisions of the Settlement and their rights under the Settlement; (iii) their right to object
14 to any aspect of the Settlement (including final certification of the Class, the fairness,
15 reasonableness and adequacy of the Settlement, the adequacy of the Class’s representation by
16 Plaintiffs and Class Counsel, and/or the award of the Attorney Fee Award, Cost Award, and
17 Class Representative Enhancement Payments); (iv) their right to opt out from the Class and the
18 Settlement; (v) their right to claim an Individual Settlement Share; (vi) their right to appear at
19 the Settlement Fairness hearing; and (vii) the binding effect of the orders and judgment in the
20 class action lawsuit, whether favorable or unfavorable, on all Participating Class Members;

21 c. constitute notice that was reasonable, adequate, and sufficient to all Class
22 Members; and

23 d. constitute notice that fully satisfied the requirements of Code of Civil
24 Procedure section 382, California Rule of Court 3.769, and due process.

25 6. Final Settlement Approval. The terms and provisions of the Settlement
26 Agreement have been entered in good faith and are the product of arm’s-length negotiations by
27 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
28 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,

1 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
2 implement the Settlement Agreement according to its terms and provisions.

3 7. Binding Effect. The terms and provisions of the Settlement and this Order are
4 binding on the Participating Class Members, as well as their heirs, executors and administrators,
5 successors, and assigns, and those terms shall have res judicata and other preclusive effect in all
6 pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such
7 persons, to the extent those claims, lawsuits, or other proceedings involve matters that were or
8 could have been raised in the class action lawsuit and are encompassed by the release of the
9 Participating Class Members' Released Claims as set forth in the Settlement. The Settlement will
10 have no binding effect upon, and provide no res judicata preclusion to, those Class Members
11 who have submitted requests for exclusion.

12 8. Released Claims. As of the Effective Final Settlement Date, in exchange for the
13 consideration set forth in the Agreement, Plaintiffs and the Participating Class Members release
14 the Released Parties from the Released Claims for the Class Period ("Released Claims").

15 a. PAGA Released Claims. As of the Effective Final Settlement Date and upon
16 Defendants' fully funding of the Settlement, all Eligible Private Attorneys
17 General Act of 2004 ("PAGA") Employees and the State of California shall be
18 deemed to have fully, finally, and forever released, relinquished, and will release
19 all claims for civil penalties pursuant to PAGA for the PAGA Released Claims
20 during the PAGA Period ("PAGA Released Claims").

21 b. Plaintiffs' Release of Claims and General Release. As of the Effective Final
22 Settlement Date, and in exchange for the Class Representative Enhancement
23 Payments to the Plaintiffs in an amount not to exceed \$5,000 each, in recognition
24 of their work and efforts in obtaining the benefits for the Class and undertaking
25 the risk for the payment of costs if this matter had not successfully resolved,
26 Plaintiffs provide a general release of claims for themselves and their spouses,
27 heirs, successors and assigns.

28 ///

1 c. Released Parties. The Released Parties include Defendants and their past or
2 present officers, directors, shareholders, employees, agents, principals, heirs,
3 representatives, accountants, auditors, consultants, insurers and reinsurers, and
4 their respective successors and predecessors in interest, subsidiaries, affiliates,
5 parents, attorneys, and any entities that may be considered joint employers
6 ("Released Parties").

7 9. Enforcement of Settlement. Nothing in this Order shall preclude any action to
8 enforce the terms and provisions of the Settlement Agreement.

9 10. Class Representative Enhancement Payments. The Court finds that the Class
10 Representative Enhancement Payments in the amount of \$5,000, to be paid by Defendants to
11 each Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. Class
12 Representative Enhancement Payments are to be paid pursuant to the terms and provisions set
13 forth in the Agreement.

14 a. The rationale for making enhancement payments is that the class representatives
15 should be compensated for the expense and risk they have incurred in conferring a
16 benefit on other class members. Such enhancement payments are appropriate if
17 they are necessary to induce individuals to participate in the suit. Criteria courts
18 may consider include: (1) the risk to the class representatives in commencing suit,
19 both financial and otherwise; (2) the notoriety and personal difficulties
20 encountered by the class representatives; (3) the amount of time and effort spent
21 by the class representatives; (4) the duration of the litigation; and (5) personal
22 benefit (or lack thereof) enjoyed by class representatives.

23 b. The Court has reviewed Plaintiffs' declarations outlining their involvement in the
24 lawsuit. Considering the relatively small payments and given the risks inherent in
25 their services as the Class Representatives, the duration of the case and time
26 involved, and the benefits created for the Class, the Court approves the Class
27 Representative Enhancement Payments in the amount of \$5,000 to each Plaintiff.

28 ///

1 11. Attorney Fee Award and Cost Award. The Court finds an award of an Attorney
2 Fee Award of \$52,500, to be paid out of the Gross Settlement Amount by Defendants to Class
3 Counsel, to be reasonable and appropriate. The Court further finds an award of a Cost Award as
4 reimbursement for actual litigation costs incurred in the amount of \$8,718.54, to be paid by
5 Defendants to Class Counsel out of the Gross Settlement Amount, to be reasonable and
6 appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in
7 the Settlement. Defendants shall not be required to pay for any other attorneys' fees and
8 expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing
9 Plaintiffs or Class Members, or incurred by Plaintiffs or Class Members, in connection with or
10 related in any manner to the class action lawsuit, the Settlement, the administration of the
11 Settlement, and/or the Participating Class Members' Released Claims.

12 a. The Court has an independent right and responsibility to review the requested
13 Attorney Fee Award and only award so much as it determines reasonable. (See
14 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
15 127-28.) The Attorney Fee Award requested by Class Counsel in the sum of
16 \$52,500 is thirty-five percent (35%) of the common fund created for the benefit of
17 the Class and is supported by use of the percentage-fee method. (See *Laffitte v.*
18 *Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Class Counsel have
19 also devoted 305 hours in litigating this case, and a cross-check of the requested
20 Attorney Fee Award of \$52,500 with the lodestar fee of \$208,307.50 results in a
21 negative multiplier of 0.25. Therefore, considering the results achieved, the
22 financial risk taken by Class Counsel, the novel and difficult nature of this
23 litigation, the skill required to litigate this matter, percentage fees awarded in
24 other cases, and the contingent fees charged in the private marketplace, the Court
25 finds the requested Attorney Fee Award is consistent with the legal marketplace,
26 is reasonable, and is approved.

27 ///

28 ///

1 b. The Court has also reviewed the declaration of Douglas Han regarding the costs
2 expended in the prosecution of this litigation. Under the terms of the Settlement,
3 Plaintiffs may seek reimbursement of up to \$10,000 in litigation costs. The Court
4 finds that Plaintiffs have expended \$8,718.54 in litigation costs that were
5 reasonable. Thus, the Court approves the payment of the Cost Award in the
6 amount of \$8,718.54 from the common fund for the reimbursement of Class
7 Counsel's litigation costs.

8 12. Administration Costs. The Court finds that Administration Costs in the amount of
9 \$3,900, to be paid by Defendants to the Settlement Administrator out of the Gross Settlement
10 Amount, to be reasonable and appropriate. The Administration Costs are to be paid pursuant to
11 terms and provisions set forth in the Settlement Agreement.

12 a. The Court has reviewed the declaration of Kevin Lee from Phoenix Class Action
13 Settlement Administrators ("Phoenix"), the Court-approved Settlement
14 Administrator. The Court finds that notice was provided to the Class pursuant to
15 the Preliminary Approval Order, that the notice constitute the best practicable
16 notice to the Class, and that the notice satisfied due process. Phoenix has
17 discharged its duties to provide notice to the Class. Thus, the Court approves a
18 payment for Administration Costs in the sum of \$3,900 for Phoenix's services in
19 administering the Settlement, including the mailing of Individual Settlement
20 Share according to the terms of the Settlement.

21 13. PAGA Payment. The Court finds that PAGA Payment in the amount of \$15,000,
22 seventy-five percent (75%) of which (\$11,250) will be distributed to the California Labor and
23 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
24 (25%) of which (\$3,750) shall be distributed to Eligible PAGA Employees, on a pro rata basis, to
25 be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and
26 provisions set forth in the Settlement Agreement.

27 ///

28 ///

1 14. Funding of the Settlement. No later than ten (10) calendar days after the Effective
2 Final Settlement Date, Defendants shall deposit the Gross Settlement Amount of \$150,000
3 needed to pay the entire Gross Settlement Amount and the employer's share of payroll taxes by
4 wiring the funds to the Settlement Administrator. Within fifteen (15) calendar days after the
5 deadline to fund the Settlement, the Settlement Administrator shall calculate and disburse all
6 payments due under the Settlement Agreement, including all Individual Settlement Shares,
7 Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class Representative
8 Enhancement Payments, the PAGA Payment, and the Administration Costs.

9 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
10 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend that
11 the proposed Settlement was the product of arm's-length negotiations following extensive
12 litigation, discovery, and exchange of documentation relating to Plaintiffs' claims. The
13 negotiations were facilitated with the assistance of mediator Phillip K. Cha, who is an
14 experienced and well-respected class action mediator.

15 16. Uncashed Checks. Participating Class Members and Eligible PAGA Employees
16 must cash or deposit their settlement checks within one hundred eighty (180) calendar days after
17 the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90)
18 calendar days after mailing, the Settlement Administrator will send a reminder postcard. If any
19 checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the
20 reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after
21 the checks are mailed, pay the amount of the uncashed settlement checks to the California State
22 Controller's Unclaimed Property Division.

23 17. Modification of Settlement Agreement. The Participating Class Members are
24 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
25 modifications of the Agreement, by a written instrument signed by counsel for all Parties or their
26 successors-in-interest. Such amendments or modifications shall be consistent with this Order and
27 cannot limit the rights of Participating Class Members under the Agreement.

28 ///

1 18. Final Accounting and Compliance. The Court sets a final accounting and
2 compliance date for February 23, 2023 at 9:00 a.m. in Department 39. At least seven (7) days
3 before final accounting and compliance date, Class Counsel shall file a declaration regarding
4 compliance (*i.e.*, compliance statement). In addition, the Settlement Administrator will withhold
5 five percent (5%) of the Attorney Fee Award (\$2,625) pending satisfactory compliance as found
6 by the Court.

7 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order. This
8 Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or
9 enforcement of the Settlement Agreement and of this Order, and for any other necessary purpose,
10 including, without limitation:

- 11 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
12 claims, or causes of action in the class action that, in whole or in part, are related
13 to or arise out of the Settlement or this Order;
- 14 b. entering such additional orders as may be necessary or appropriate to protect or
15 effectuate this Order approving the Settlement, and permanently enjoining
16 Plaintiffs from initiating or pursuing related proceedings, or to ensure the fair and
17 orderly administration of the Settlement; and
- 18 c. entering any other necessary or appropriate orders to protect and effectuate this
19 Court's retention of continuing jurisdiction.

20 For the reasons set forth above, the Motion for Final Approval of Class Action
21 Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement Payments
22 is GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement
23 Agreement forthwith.

24
25 **IT IS SO ORDERED.**

26 APR 14 2022
27 DATED: _____

28 
HONORABLE EDWARD G. WEIL
SUPERIOR COURT JUDGE

EXHIBIT 1

CONTRA COSTA SUPERIOR COURT

MARTINEZ, CALIFORNIA

DEPARTMENT: 39

HEARING DATE: 04/07/22

1. TIME: 9:00 CASE#: MSC19-00948
CASE NAME: DEBRA WOOTEN VS HONOR HOME CAR
SPECIAL SET HEARING ON: COMPLIANCE HEARING SET BY DEPT. 39
*** TENTATIVE RULING: ***

Hearing required. Plaintiff has provided no statement demonstrating implementation of the settlement, as ordered by the Court on May 24, 2021.

2. TIME: 9:00 CASE#: MSC19-02678
CASE NAME: HECTOR SALAZAR VS CREATIVE CEI
SPECIAL SET HEARING ON: COMPLIANCE HEARING SET BY DEPT 39
*** TENTATIVE RULING: ***

The Court has reviewed the supplemental declaration of Makenna Snow of ILYM Group, and it shows the settlement has been implemented. No further proceedings are contemplated.

3. TIME: 9:00 CASE#: MSC20-01312
CASE NAME: ANGELES VS IKRUSHER INC
HEARING ON MOTION TO/FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT FILED BY GERALD ANGELES
*** TENTATIVE RULING: ***

Plaintiffs Gerald Angeles and Andres Becerra move for final approval of their class action settlement with defendants iKrusher, Inc., and David Bo Chen.

A. Background and Settlement Terms

The original complaint was filed July 16, 2020, raising only claims under PAGA. The First Amended Complaint, filed September 14, 2020, was another PAGA-only complaint. The Second Amended Complaint, filed June 21, 2021, included class action allegations, and added plaintiff Becerra.

The settlement would create a gross settlement fund of \$150,000. The class representative payment to each plaintiff would be \$5,000. Counsel's attorney's fees would be \$52,500 (35% of the settlement). Litigation costs would not exceed \$10,000. The settlement administrator (Phoenix) would cap its costs at \$5,000. PAGA penalties would be \$15,000, resulting in a payment of \$11,250 to the LWDA. Thus, the net settlement amount available to the class would be \$57,500, resulting in an average share of about \$858. The fund is non-reversionary.

CONTRA COSTA SUPERIOR COURT

MARTINEZ, CALIFORNIA

DEPARTMENT: 39

HEARING DATE: 04/07/22

The proposed settlement would certify a class of sales representatives and non-exempt employees employed by defendant in California between July 16, 2016, and June 21, 2021, which is estimated to consist of 67 people.

The class members will not be required to file a claim. Class members may object or opt out of the settlement. The distribution would be based on pay periods worked during the class period. (The employees' share of the PAGA penalty would be based on pay periods worked during the PAGA period.)

Various prescribed follow-up steps will be taken with respect to mail that is returned as undeliverable. Uncashed checks would be cancelled and the amounts would be tendered to the Unclaimed Property Division of the State Controller's Office.

Since preliminary approval, the notice process has been executed. Based on the class list, 61 notice packets were mailed. Four packets were returned as undeliverable. A new address was obtained for those four, and the notices were remailed. None were returned. There were no requests for exclusion, and no objections.

The settlement contains release language covering any claims "alleged or could have been pled based on the allegations in the Complaint" including specified Labor Code sections. (Par. I. (JJ).)

Discovery was undertaken, "prior to the mediation," including a sampling of time and pay records, as well as review of policies and practices with respect to the alleged violations. Plaintiffs confirmed that class members worked 3,791 workweeks during the class period, and had an average hourly pay rate of \$24.76. The matter settled after extensive arms-length negotiations with an experienced mediator.

Counsel also has provided a summary of a quantitative analysis of the case, and how the settlement compares to the potential value of the case, after allowing for various risks and contingencies. In consultation with an expert, plaintiffs calculated violation rates for meal and rest breaks, estimates of off-the-clock work, and failure to reimburse expenses (including cell phone and auto mileage). Counsel estimated the maximum total exposure at about \$750,000, but applies risk factors for class certification and for the merits to estimate a "realistic exposure" of amount \$190,000. Thus, the gross settlement amount is about 19% of the maximum exposure and 78% of the realistic exposure for wages. Claims for PAGA penalties are estimated by counsel at a theoretical maximum of \$1.5 million, are difficult to evaluate for a number of reasons: they derive from other violations, they include "stacking" of violations, the law may only allow application of the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court.

The documentation submitted with the motion attests that LWDA was notified of the settlement. (King Dec., Par. 3.)

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including "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

CONTRA COSTA SUPERIOR COURT

MARTINEZ, CALIFORNIA

DEPARTMENT: 39

HEARING DATE: 04/07/22

settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement."

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees, costs, and representative payment

Plaintiffs seek 35% of the total settlement amount (\$52,500) as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.)

Accordingly, plaintiffs have now provided the Court with documentation concerning their lodestar fee. They estimate 305 hours of attorney time were spent on the matter, and applying hourly rates of \$775, \$675, and \$600, they calculate a lodestar of \$208,307.50. This results in a "negative" multiplier of 0.25. Based on this information, no adjustment to the proposed 35% fee is necessary.

The litigation costs of \$8,718.54 and administrator's costs of \$3,900 are reasonable and are approved.

CONTRA COSTA SUPERIOR COURT

MARTINEZ, CALIFORNIA

DEPARTMENT: 39

HEARING DATE: 04/07/22

Litigation costs and the requested representative payment of \$5,000 for each plaintiff were deferred until this final approval motion. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

Each plaintiff, Angeles and Becerra, has provided a declaration, attesting to the hours they spent attending to the matter, the risk that the suit would make it more difficult to find employment, and that they released all claims (although there is no indication that they had any other claims of value). Considering the relatively small payments, they are approved.

D. Discussion

At the time of preliminary approval, the Court initially was concerned about whether the claims added in the Second Amended Complaint were sufficiently investigated, because they were added after the settlement was reached at mediation. The record shows, however, that the Second Amended Complaint did not add new substantive claims, but only added class action allegations. While this expanded the scope of relief available, the moving papers adequately address the full value of the wage and damage claims available in a class action that would not be available in a PAGA-only class.

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate and final approval is granted.

E. Conclusion

The motion is granted. Counsel are directed to prepare an order reflecting this tentative ruling, the other findings in the previously submitted proposed order. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, to be determined by counsel in consultation with the Department 39 clerk. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

4. TIME: 9:00 CASE#: MSC20-01774

CASE NAME: ENRIQUEZ VS MCE CORPORATION

HEARING ON MOTION TO/FOR PAGA STLMNT, ATTY FEES, LIT COSTS FILED

BY ROBERT ENRIQUEZ

*** TENTATIVE RULING: ***

Robert Enriquez moves for approval of the settlement of his PAGA suit against defendant MCE Corporation.

A. Background of the Case and Terms of Settlement

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

On April 19, 2022, I served the foregoing document described as

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Executed on April 19, 2022, at Pasadena, California.

Maiah Anderson

Mariah Anderson