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Superior Court of California
County of Los Angeles

JAN 12 2022

Sherri R. Carter, Executive Officer/Clerk
By: K. Sandoval, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JOHN HERNANDEZ, CHRISTOPHER LEMUS, and MINH NGUYEN, individually, on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act of 2004 ("PAGA"); Plaintiff, v. TRIANGLE DISTRIBUTING CO., a California corporation; and DOES 1 through 100, inclusive; Defendants.	Case No.: 20STCV13172 ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT Date: January 12, 2022 Time: 9:00 a.m. Dept.: SSC-17

I. BACKGROUND

Plaintiffs John Hernandez, Christopher Lemus, and Minh Nguyen sue their former employer, Defendant Triangle Distributing Co., for alleged wage and hour violations. Defendant was a distributor of alcoholic beverages, operating from 1957 to October 1, 2020, when it was purchased by Anheuser-Busch. Defendant ceased its operations on October 2, 2020 and terminated its employees. Plaintiffs seek to represent a class of Defendant's former non-exempt employees.

Plaintiff Hernandez filed his initial class action complaint on April 2, 2020 in the Superior Court of Los Angeles, alleging eight causes of action for violations of the California Labor Code and California Business & Professions Code. Plaintiffs Lemus and Nguyen filed their representative Private Attorneys General Act ("PAGA") action on June 24, 2020 (Los Angeles County Superior Court Case No. 20NWCV00355).

The Parties attended mediation on January 28, 2021 before mediator Jeffrey Krivis, and were eventually able to reach an agreement on the settlement of the action.

On February 26, 2021, in line with the settlement reached between the Parties, Plaintiffs filed their First Amended Class Action Complaint alleging causes of action for: (1) unpaid overtime (Labor Code §§ 510 and 1198); (2) unpaid meal period premiums (Labor Code §§ 226.7 and 512(a)); (3) unpaid rest period premiums (Labor Code § 226.7); (4) unpaid minimum wages (Labor Code §§ 1194 and 1197); (5) final wages not timely paid (Labor Code §§ 201 and 202); (6) non-compliant wage statements (Labor Code § 226(a)); (7) unreimbursed business expenses (Labor Code §§ 2800 and 2802); (8) violation of PAGA (Labor Code § 2698, *et seq.*); and (9) violation of Business & Professions Code §§ 17200, *et seq.*

The terms of the settlement were finalized in the *Joint Stipulation and Settlement Agreement* ("Settlement Agreement"), a copy of which was filed with the Court.

On May 24, 2021, the Court issued a "checklist" to the parties pertaining to deficiencies in Plaintiff's motion for preliminary approval and the Settlement Agreement. In response, the parties filed supplemental briefing, including the Amended Settlement Agreement. The Court then issued a minute order asking for clarification of certain items, which were discussed at hearing on August 6, 2021.

The settlement was preliminarily approved on August 6, 2021 after two continuances needed to clarify the papers and explain the exposure analysis by Plaintiffs' counsel. Notice was given to the Class Members as ordered (see Declaration of Meagan Brunner). Now before the Court is Plaintiffs' motion for final approval of the Settlement Agreement, including for payment of fees, costs, and service awards to the named plaintiffs. For the reasons set forth below, the Court grants final approval of the settlement on the terms set forth herein.

II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

Class: All persons who worked for Defendant in California as an hourly-paid or non-exempt employee during the Class Period. (¶I.D)

Class Period: The time period from April 2, 2016, to October 2, 2020. (¶I.J)

Class Member: Each person eligible to participate in this Settlement who is a member of the Class as defined above. (¶I.H)

Participating Class Members: All Class Members who do not submit a valid and timely request to exclude themselves from the class action Settlement. (¶I.GG)

Eligible Aggrieved Employees: The aggrieved employees eligible to recover the PAGA payment shall consist of all hourly-paid or non-exempt employees of Defendant in California during the PAGA Period. There are approximately one hundred fifteen (115) Eligible Aggrieved Employees in the PAGA subclass. (¶I.S)

PAGA Period: The period from April 7, 2019, to October 2, 2020. (¶I.EE)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount ("GSA") is **$750,000** (¶I.V). This includes payment of a PAGA penalty of **$50,000** to be paid 75% to the LWDA ($37,500) and 25% to the Eligible Aggrieved Employees ($12,500) (¶I.DD).

  The Net Settlement Amount ("Net") **($372,500)** is the MSA less:
  - Up to **$262,500** (35%) for attorney fees (¶I.C);
  - Up to **$20,000** for attorney costs (¶I.N);
  - Up to **$30,000 total [$10,000 each]** for service awards to the proposed class representatives (¶I.L); and
  - Estimated **$15,000** for settlement administration costs (¶I.A).
- Defendant's portion of payroll taxes as the Class Members' current or former employer is not included in the MSA and will be a separate obligation of Defendant. (¶I.V)
- Assuming the Court approves all maximum requested deductions, approximately $385,837.45 will be available for automatic distribution to participating class members. The average settlement share will be approximately $ 1,489.71. ($385,837.45 Net ÷ 259 class members = $1,489.71). In addition, each Eligible Aggrieved Employee will receive a portion of the PAGA penalty, estimated to be $98.42 per Eligible Aggrieved Employee. ($12,500 or 25% of $50,000 PAGA penalty ÷ 127 Eligible Aggrieved Employees = $98.42).

- There is no Claim Requirement (¶¶ I.W, I.X).
- The settlement is not reversionary (¶I.V).
- Individual Settlement Share Calculation: The Individual Settlement Share is calculated based on each Participating Class Member's pro rata share of the Net Settlement Amount based on workweeks during the Class Period as follows: (i) the number of weeks he or she worked as a hourly-paid or non-exempt employee during the Class Period, divided by (ii) the total number of weeks worked by all Participating Class Members collectively during the Class Period, which is then multiplied by the Net Settlement Amount. (¶III.F.5.a)
  - Tax Withholdings: 33% as wages, 67% as interest, penalties, and reimbursements. (¶III.F.5.b)
- Individual PAGA Payment Calculation: The Individual PAGA Payment is calculated based on each Eligible Aggrieved Employee's pro rata share of the PAGA Payment allocated to the Eligible Aggrieved Employees based on pay periods during the PAGA Period as follows: (i) the number of pay periods he or she worked as a hourly-paid or non-exempt employee during the PAGA Period, divided by (ii) the total number of pay periods worked by all Eligible Aggrieved Employees collectively during the PAGA Period, which is then multiplied by the PAGA Payment allocated to the Eligible Aggrieved Employees. (¶III.F.6.a)
  - Each Eligible Aggrieved Employee's Individual PAGA Payment will be apportioned as 100% penalties. (¶III.F.6.b)
- Uncashed Settlement Payment Checks: Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share and Individual PAGA Payment checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are returned as

undeliverable and without a forwarding address, the Settlement Administrator will conduct a skip trace search to find the most up-to-date mailing addresses and re-mail the checks promptly. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share or Individual PAGA Payment (as applicable) to the California State Controller's Office in accordance with California Unclaimed Property Law so that the Participating Class Member and/or Eligible Aggrieved Employee will have his or her Individual Settlement Share and/or Individual PAGA Payment available to him or her per the applicable claim procedure to request that money from the State of California. (¶III.I.9)

- Funding of the Settlement: No later than twenty-one (21) calendar days after the date the Final Approval of the Settlement can no longer be appealed or, if there are no objectors and no Plaintiffs in intervention at the time the Court grants Final Approval of the Settlement, the date the Court enters judgment granting Final Approval of the Settlement, Defendant shall deposit the Maximum Settlement Amount of Seven Hundred Fifty Thousand ($750,000) needed to pay the entire MSA by wiring the funds to the Settlement Administrator. (¶III.I.8.a)

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C. TERMS OF RELEASES

- Release of Claims. Upon Defendant's fulfillment of its payment obligations under Section III (I)(8)(a) of the Settlement Agreement, in exchange for the consideration set forth in this Agreement, Plaintiffs and the Participating Class Members release the Released Parties from the Released Claims arising during the Class Period. (¶III.J)
    - Class members will release: Any and all claims based on the facts alleged in the operative complaint arising during the Class Period, including but not limited to state wage and hour claims for any and all violations of California's Labor Code and Unfair Competition Law based on Defendant's failure to pay for all hours worked (including minimum wages, straight time wages, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay all wages due at the time of termination, failure to furnish accurate, itemized wage statements, failure to timely pay wages during employment, failure to properly reimburse for all business-related expenses, civil penalties under California's Private Attorneys General Act of 2004 based on the alleged Labor Code violations, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders ("Class Action Released Claims"). (¶I.KK)
    - The period of the release shall coincide with and extend to the limits of the Class Period. As to individual Class Members, the release applies only

to periods of time when the Class Member was a member of the Class (i.e., excluding periods of time in exempt positions). (*Ibid.*)

- PAGA Release: Upon Defendant's fulfillment of its payment obligations under Section III (I)(8)(a) of the Settlement Agreement, the LWDA and each Eligible Aggrieved Employee, including Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns hereby voluntarily and knowingly is barred from bringing any action for the PAGA Released Claims during the PAGA Period. The release of the PAGA Released Claims is effective, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request for exclusion. (¶III.K)
    - PAGA Released Claims: PAGA Released Claims means all allegations and claims for civil penalties pursuant to PAGA based on any and all underlying claims asserted in the LWDA pre-filing notices dated April 7, 2020 and April 8, 2020 arising during the PAGA Period. (¶I.FF)
    - PAGA Notices: The PAGA Notices refer to the pre-filing notices of Labor Code violations served on the LWDA by Plaintiff Lemus on April 7, 2020, and by Plaintiff Nguyen on April 8, 2020. (¶I.CC; attached as Exhibit 6 to Supp. Han Decl. ISO Prelim.)
    - Dismissal of the PAGA Action: Upon Defendant's fulfillment of its payment obligations under Section III (I)(8)(a) of the Settlement Agreement, Plaintiffs will request dismissal of the PAGA Action with prejudice. (¶III.M.8) "PAGA Action" means the PAGA action lawsuit filed by Plaintiff Christopher Lemus and Minh Nguyen on June 24, 2020, entitled *Christopher Lemus, et al. v. Triangle Distributing Co.*, Case No.

20NWCV00355 in the State of California, Los Angeles County Superior Court. (¶I.BB)

- Released Parties: Defendant and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, attorneys, and any entities that may be considered joint employers. (¶I.LL)
- The named Plaintiffs will also provide a general release and a waiver of the protections of Cal. Civ. Code §1542. (¶III.L)
- The releases are effective only upon Defendant's fulfillment of its payment obligations under Section III (I)(8)(a) of the Settlement Agreement (i.e., Defendant's full funding of the Settlement) (¶I.KK), which will be no later than twenty-one (21) calendar days after the date the Final Approval of the Settlement can no longer be appealed or, if there are no objectors and no Plaintiffs in intervention at the time the Court grants Final Approval of the Settlement, the date the Court enters judgment granting Final Approval of the Settlement (¶III.I.8.a)

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

A. A PRESUMPTION OF FAIRNESS EXISTS

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

B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

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

Number of class members: 264

Number of notices mailed: 264

Number of undeliverable notices: 1

Number of opt-outs: 5

Number of objections: 0

Number of participating class members: **259**

(Declaration of Meagan Brunner ("Brunner Decl.") ¶¶ 6-13.)

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

C. CLASS CERTIFICATION IS PROPER

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

D. ATTORNEY FEES AND COSTS

Class Counsel requests **$262,500** (35%) for attorney fees and **$14,014.55** for costs. (Han Decl. ISO Final ¶¶ 8, 20.)

Courts have an independent responsibility to review an attorney fee provision and award only what it determines is reasonable. (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.) In determining the appropriate amount of a fee award, courts may use the lodestar method, applying a multiplier where appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-96.) Alternatively, a percentage calculation is permitted in common fund cases. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.)

In the instant case, fees are sought pursuant to the percentage method. (MFA at pgs. 18-19.) The $262,500 fee request is 35% of the settlement amount, which is higher than the average percentage awarded for class action litigation in state court. "'[F]ee awards in class actions average around one-third of the recovery'" regardless of "'whether the percentage method or the lodestar method is used.'" *Amaro v. Anaheim*

Arena Management, LLC (2021) 69 Cal.App.5th 521, 545, citing *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11. It is to be noted that this is the "average."

In another context, the Court of Appeal recognized that in state court, as in the federal court, a court may consider 25% a reasonable percentage and observed that: "[O]ur Supreme Court has upheld a decision to approve a class action settlement providing that plaintiff receive one-third of a $19 million settlement. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 485–486 [205 Cal. Rptr. 3d 555, 376 P.3d 672].) The Ninth Circuit deems 25 percent of the total recovery pool its standard starting point for attorney fees in class action settlements. (See *In re Bluetooth Headset Products Liability* (9th Cir. 2011) 654 F.3d 935, 942.) Some California courts have also found this guideline reasonable in class actions. (See, e.g., *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557, fn. 13 [96 Cal. Rptr. 3d 127]; *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 24, fn. 1 [97 Cal. Rptr. 2d 797].)" *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1176 and fn. 4.

Class Counsel orally argued that his clients agreed to a 35% fee award and that in the "private market" contingent fees may be as high as 50%, and that the results achieved should be considered. He also urged that the 25% benchmark is outdated and does not recognize inflation. He contends the award will result in a "negative" lodestar of .74.

In the Court's experience, fee awards in excess of one third in wage and hour cases are generally in cases where the case has been extensively litigated and/or tried, where there has been a significant delay in payment to counsel, or where the results are extraordinary. They may be less in matters that are settled with largely "informal" discovery and a subsequent mediation. *See Amaro, supra,* 69 Cal. App. 5th at 545 (25.9%).

This case settled in mediation after some formal discovery. There was no extraordinary delay, the case having been filed April 2, 2020. There is nothing to suggest this case involved novel legal issues, or particularly difficult facts. (See MFA at pgs. 21-24; Han Decl. ISO Final, Ex. 1.) Plaintiffs' counsel is experienced in wage and hour cases (see Ex. 3 to Han Decl. ISO Final) and do not show they took any risk in excess of that normally taken in any other contingent fee case of this type. The results achieved are appropriate but not extraordinary. A fee of one-third is appropriate. Accordingly, the Court awards fees in the amount of **$250,000**, or 33 1/3% of the settlement amount.

Class Counsel also requests a lodestar cross-check. (MFA at 24:2-8.) The order preliminarily approving the settlement provided that if a lodestar analysis was requested current market tested hourly rate information should be provided. (Preliminary Approval Order at 24:11-14.) Class Counsel provides a "Laffey Matrix" (See Ex. 2 to Han Decl. ISO Final). The information provided does not show the geographic area or the type of practice on which its analysis is based and is not sufficient to show that the rates attributed to Class Counsel are "market tested." (i.e., what they have received from clients on an hourly basis or what other counsel with similar education and experience in this market doing this type of work are receiving on an hourly basis). The lodestar cross-check calculation is thus not conducted.

Class Counsel requests **$14,014.55** in costs. This is less than the $20,000 cap provided in the settlement agreement (¶I.C). The amount was disclosed to Class Members in the Notice, and no objections were received. (Brunner Decl. ¶11, Exhibit A thereto.) Costs include: Mediation Fees ($8,000), Filing Fees ($2,414.99), and Expert Review and Analysis of Payroll Records ($1,851.25). (Han Decl. ISO Final, Exhibit 4.)

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

For all of the foregoing reasons, costs of **$14,014.55** are approved.

E. SERVICE AWARDS TO CLASS REPRESENTATIVES

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

Here, the Class Representatives request enhancement awards totaling **$30,000**, or **$10,000 each**. (Han Decl. ISO Final ¶18.) They urge that the awards are appropriate for the following reasons:

Plaintiff Hernandez represents that his contributions to the action include: meeting with his attorneys, gathering and reviewing documents concerning his employment with Defendant with his counsel, speaking with other former employees of Defendant, providing guidance regarding the duties of other employees, and reviewing and providing feedback to his attorneys regarding the arguments and documents produced by Defendant's attorneys. He also identified witnesses, made himself available on the date of mediation, and reviewed the Settlement Agreement. He estimates spending approximately 62 hours on the case. (Declaration of John Hernandez ¶¶ 4-6.) He asserts there is a risk of finding future employment as a result of serving as a class representative in a lawsuit against his employer, although he does not show this has happened. (*Id.* at ¶7.)

Plaintiff Lemus represents that his contributions to the action include: gathering and reviewing documents concerning his employment with Defendant with his counsel, speaking with other former employees of Defendant, providing guidance regarding the duties of other employees, and reviewing and providing feedback to his attorneys regarding the arguments and documents produced by Defendant's attorneys. He also identified witnesses, prepared for a potential deposition that did not occur, made himself available on the date of mediation, and reviewed the Settlement Agreement. He estimates spending approximately 53.5 hours on the case. (Declaration of Christopher Lemus ¶¶ 4-7.) He asserts he took a risk of finding future employment as a result of serving as a class representative in a lawsuit against his employer, although he also does not show this occurred. (*Id.* at ¶8.)

Plaintiff Nguyen represents that his contributions to the action include: gathering and reviewing documents concerning his employment with Defendant with his counsel, speaking with other former employees of Defendant, providing guidance regarding the duties of other employees, and reviewing and providing feedback to his attorneys regarding the arguments and documents produced by Defendant's attorneys. He also identified witnesses, prepared for a potential deposition that did not occur, made himself available on the date of mediation, and reviewed the Settlement Agreement. He estimates spending approximately 48.5 hours on the case. (Declaration of Minh Nguyen ¶¶ 4-7.) He too states he undertook a risk of finding future employment as a result of serving as a class representative in a lawsuit against his employer but there is no showing this occurred. (*Id.* at ¶8.)

Each Plaintiff also stresses that he is giving a general release, but there is no showing that any of them have claims that are other than those asserted in this action. At oral argument, Plaintiffs' counsel stressed that each of the individuals involved could have pursued their own actions and/or participated in a "Berman" hearing and received more at an earlier point in time. There is no evidence of this, however.

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

F. SETTLEMENT ADMINISTRATION COSTS

The Settlement Administrator, Simpluris, Inc., requests **$7,648** in compensation for its work in administrating this case. (Brunner Decl. ¶17.) At the time of preliminary approval, costs of settlement administration were estimated at $15,000 (¶I.A). Class Members were provided with notice of this amount and did not object. (Brunner Decl. ¶11, Exhibit A thereto.)

Accordingly, settlement administration costs are approved in the amount of **$7,648.**

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 **$250,000** [33 1/3%] in attorney fees to Class Counsel, Justice Law Corporation;

(4) Awards **$14,014.55** in litigation costs to Class Counsel;

(5) Approves payment of **$37,500** (75% of $50,000 PAGA penalty) to the LWDA;

(6) Awards **$15,000 total [$5,000 each]** in Class Representative Service Awards to Plaintiffs Hernandez, Lemus, and Nguyen;

(7) Awards **$7,648** in settlement administration costs to Simpluris, Inc.;

(8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling and containing the class definition, full release language, and the names of the class members who opted out by February 1, 2022;

(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 (l)(3); and

(10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of Settlement Funds for October 20, 2022 at 8:30 a.m. Final Report is to be filed five court days in advance.

Dated: 1/12/2022

Maren E. Nelson

MAREN E. NELSON

Judge of the Superior Court

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On December 10, 2025, I served the foregoing document described as

ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

for the following case: **Minh Nguyen v. Triangle Distributing Co.**
LWDA/Court Case No.: **LWDA Case No.: CM- 782330-20**
Court Case No.: 20STCV13172
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

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

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 10, 2025, at Pasadena, California.

Jessica Torrez