

FILED
LOS ANGELES SUPERIOR COURT

OCT 17 2022

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

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

ERICKA MONIQUE CARROLL, an
individual, on behalf of herself and others
similarly situated,

Plaintiff,

v.

L.A. FAMILY HOUSING LLC, a
California limited liability company; L.A.
FAMILY HOUSING CORPORATION, a
Business entity of unknown origin; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV04474

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: October 17, 2022
Time: 8:30 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiffs Ericka Carroll, Blaike Wellington, and Betty Perez sue their former
employer, Defendant L.A. Family Housing Corporation for alleged wage and hour

1 violations. Defendant is a housing authority in Los Angeles, California. Plaintiffs seek
2 to represent a class of Defendant's current and former non-exempt employees.

3 On February 4, 2020, Plaintiff Carroll filed her complaint alleging causes of
4 action for violations of the California Labor Code and Business and Professions Code.

5 On July 17, 2020, Plaintiff Carroll filed a First Amended Complaint adding an
6 additional cause of action under the Private Attorneys General Act ("PAGA") under
7 Labor Code § 2699, et seq.

8 On February 25, 2020, Plaintiff Wellington filed a separate complaint against
9 Defendant (Case No. 20STCV07797), alleging causes of action for violations of the
10 California Labor Code and Business and Professions Code. On October 28, 2020,
11 Plaintiff Perez also filed a complaint against Defendant (Case No. 20STCV41617),
12 alleging causes of action for violations of the California Labor Code and Business and
13 Professions Code.

14 On April 27, 2021, Plaintiffs filed a Second Amended Complaint ("SAC")
15 consolidating their actions. The SAC alleges claims for: (1) Failure to Pay Minimum
16 Wages (Labor Code § 1194(a)); (2) Failure to Pay Wages and Overtime (Labor Code
17 §§ 510, 1194); (3) Meal Period Liability (Labor Code §§ 226.7, 512); (4) Rest Break
18 Liability (Labor Code § 226.7); (5) Wage Statement Violations (Labor Code § 226(a));
19 (6) Unauthorized Wage Deductions (Labor Code § 221); (7) Waiting Time Penalties
20 (Labor Code § 203); (8) Failure to Reimburse Business Expenditures (Labor Code §
21 2802); (9) Unfair Business Practices (Business & Professions Code § 17200, et seq.);
22 and (10) PAGA Penalties Pursuant to Labor Code § 2699, et seq.

23 On February 9, 2021, the parties mediated before Steven Rottman, Esq., which
24 resulted in settlement. After numerous proceedings a Third Amended Settlement
25

1 Agreement, attached as Exhibit 1 to the Third Supplemental Declaration of David
2 Yereimian filed May 16, 2022, was filed.

3 The settlement was preliminarily approved on June 8, 2022. Notice was given to
4 the Class Members as ordered (see Declaration of Madely Nava). Now before the
5 Court is Plaintiffs' motion for final approval of the Settlement Agreement, including for
6 payment of fees, costs, and a service award to the named plaintiffs. For the reasons set
7 forth below, the Court grants final approval of the settlement, sets attorneys' fees and
8 costs, and approves certain incentive awards.

9 10 **II. THE TERMS OF THE SETTLEMENT**

11 12 **A. SETTLEMENT CLASS DEFINITION**

13 "Class Member(s)" or "Settlement Class" means all current and former non-
14 exempt employees of Defendant who worked in California during the Class Period (or
15 if any such person is incompetent, deceased, or unavailable due to military service, the
16 person's legal representative or successor in interest evidenced by reasonable
17 verification). Class Members shall not include any person who submits a timely and
18 valid Request for Exclusion. (§5)

19 "Class Period" means the period from February 4, 2016 through June 9, 2021.
20 (§6)

21 "PAGA Members" or "PAGA Group" means all persons employed by
22 Defendant in the State of California as hourly and/or non-exempt employees at any time
23 during the PAGA Period. (§25)

24 "PAGA Period" means the period from October 23, 2018 through June 9, 2021.
25 (§26)

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

3 The essential monetary terms are as follows:

- 4 • The Gross Settlement Amount (“GSA”) is **\$1,000,000** (¶16). This includes
5 payment of a PAGA penalty of **\$50,000** to be paid 75% to the LWDA (\$37,500)
6 and 25% to the Aggrieved Employees (\$12,500) (¶47);
- 7 ○ Escalator: This Settlement is based on Defendant’s representation that
8 there are approximately Six Hundred and Seventy (670) Class Members
9 and (497) PAGA Members. If, the number of Class Members or PAGA
10 Members increases by more than ten percent (10%) of the amount stated
11 then the Net Settlement Amount then Plaintiffs may request a pro rata
12 increase in the Gross Settlement Amount or, if Defendant refuses,
13 Plaintiffs may void the settlement before Final Approval. Defendant shall
14 provide the Settlement Administrator and Class Counsel with information
15 about the number of Workweeks at issue as of June 9, 2021. (¶64)
- 16 • The Net Settlement Amount (“Net”) (**\$547,859.97**) is the GSA less:
- 17 ○ Up to **\$333,333.33** (33 1/3%) for attorney fees (¶44);
- 18 ○ Up to **\$25,000** for attorney costs (*Ibid.*);
- 19 ○ Up to **\$30,000 total [\$10,000 each]** for service awards to the three class
20 representatives (¶45); and
- 21 ○ Estimated **\$13,806.70** for settlement administration costs (¶46).
- 22 • Employer-side payroll taxes will be paid separately and in addition to the GSA
23 (¶16)
- 24 • Assuming the Court approves all maximum requested deductions, approximately
25 \$552,473.35 will be available for distribution to participating class members.

1 Participating Class Members will receive an average gross payment of \$864.75,
2 with the highest estimated payment being \$3,206.94 (Nava Dec. ¶15).

- 3 • There is no Claim Requirement (Notice pg. 1).
- 4 • The settlement is not reversionary (¶49).
- 5 • Individual Settlement Share Calculation: Defendant will calculate the total
6 number of Workweeks worked by each participating Class Member during the
7 Class Period and the aggregate total number of Workweeks worked by all
8 participating Class Members during the Class Period. To determine each
9 participating Class Member's estimated Individual Class Settlement Payment
10 from the Net Settlement Amount, the Settlement Administrator will use the
11 following formula: The Net Settlement Amount will be divided by the aggregate
12 total number of Workweeks worked by all participating Class Members during
13 the Class Period, resulting in the "Class Workweek Value." Each participating
14 Class Member's Individual Class Settlement Payment will be calculated by
15 multiplying each individual participating Class Member's total number of
16 Workweeks by the Class Workweek Value. The Individual Class Settlement
17 Payment will be reduced by any required deductions for each participating Class
18 Member as specifically set forth, including employee-side tax withholdings or
19 deductions. The entire Net Settlement Amount will be disbursed to all Class
20 Members who do not submit timely and valid Requests for Exclusion. If there
21 are any valid and timely Requests for Exclusion, the Settlement Administrator
22 shall proportionately increase the Individual Class Settlement Payment for each
23 participating Class Member according to the number of Workweek worked, so
24 that the amount actually distributed to the Settlement Class equals 100% of the
25 Net Settlement Amount. (¶51)

1 ○ Individual PAGA Settlement Payment Calculations: Defendant will
2 calculate the total number of Workweeks worked by each PAGA Member
3 during the PAGA Period and the aggregate total number of Workweeks
4 worked by all PAGA Members during the PAGA Period. To determine
5 each PAGA Member's estimated Individual PAGA Fund, the Settlement
6 Administrator will use the following formula: The PAGA Fund will be
7 divided by the aggregate total number of Workweeks worked by all
8 PAGA Members during the PAGA Period, resulting in the "PAGA
9 Workweek Value." Each PAGA Member's Individual PAGA Settlement
10 Payment will be calculated by multiplying each individual PAGA
11 Member's total number of Workweeks by the PAGA Workweek Value.
12 The entire PAGA Fund will be disbursed to all PAGA Members. (§52)

- 13 • Tax Withholdings: Individual Class Settlement Payments will be allocated as
14 follows: 33% as wages, 67% as penalties and interest (§73). All Individual
15 PAGA Settlement Payments shall be allocated as 100% non-wage penalties.
16 (§74)
- 17 • Funding and Distribution of Settlement: Defendant will deposit the Gross
18 Settlement Amount and the employer's share of payroll taxes within thirty (30)
19 calendar days after the Effective Date ("Funding Date"). (§43) Within thirty (30)
20 calendar days of the Funding Date by Defendant, the Settlement Administrator
21 will issue payments to: (i) participating Class Members and PAGA Members;
22 (ii) the LWDA; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement
23 Administrator will also issue a payment to itself for Court-approved services
24 performed in connection with the Settlement. (§70)

- **Uncashed Settlement Payment Checks:** Checks will remain negotiable for one hundred twenty (120) days (“Check-Cashing Deadline”). Any checks not cashed within one hundred twenty (120) calendar days will be voided. The funds from the uncashed checks shall be distributed by the Settlement Administrator, in accordance with California Code of Civil Procedure section 384. Any amounts from settlement checks that remain uncashed and otherwise unclaimed shall be distributed to a court approved cy pres beneficiary. Subject to Court approval, the Parties appoint Bet Tzedek Legal Services, a section 501(c)(3) corporation, as the designated cy pres beneficiary. (§71)

C. TERMS OF RELEASES

- **Release by Participating Class Members.** Upon the Funding Date, and except as to such rights or claims as may be created by the Settlement Agreement, each participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Claims arising during the Class Period. (§65)
 - “Released Claims” means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or accrued which arise from the factual allegations and claims set forth in the Second Amended Complaint during the Settlement Class Period as set forth in this Action, including, but not limited to, (i) the failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide and/or properly pay for rest periods; (iv) failure to provide and/or properly pay for meal periods; (v)

1 failure to pay final wages; (vi) waiting time penalties; (vii) failure to
2 maintain required records; (viii) failure to provide accurate wage
3 statements; (ix) failure to indemnify employees for necessary
4 expenditures incurred in discharge of duties under California Labor Code
5 §2802; (x) violations of unfair competition law under California Business
6 and Professions Code §§ 17200, et seq.; and (xi) civil penalties under the
7 California Private Attorneys General Act of 2004, Labor Code §§ 2698-
8 2699.5. (¶34)

- 9 ○ The Released Claims do not extend to any claims not alleged in the
10 Second Amended Complaint filed in the Action and specifically excludes
11 claims for workers compensation, personal injuries, unemployment
12 insurance, state disability compensation, claims under the Employment
13 Retirement Income Security Act of 1974, previously vested benefits
14 under any Employer-sponsored benefits plan, wrongful termination,
15 discrimination, retaliation, and harassment including but not limited to
16 those arising under the Age Discrimination In Employment Act, the
17 California Fair Employment and Housing Act, Title VII of the Federal
18 Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or any
19 similar state or federal laws, the California Family Rights Act, the Federal
20 Family Medical Leave Act, the California Pregnancy Leave Law, or
21 similar state or federal laws, the Federal Equal Pay Act of 1963,
22 violations of the Americans with Disabilities Act of 1990 or violations of
23 any other state or federal law, rule or regulation concerning
24 discrimination, retaliation and/or harassment. (*Ibid.*)
25

- The period of the Release shall extend to the limits of the Class Period.
(*Ibid.*)
- Defendant shall be entitled to a release of Released Claims which occurred during the Class Period only during such time that the Settlement Class Member was classified as non-exempt, and expressly excluding all other claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the Class Period. (*Ibid.*)
- Releases by PAGA Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys. (§66)
 - "Released PAGA Claims" means all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA, including under California Labor Code §§ 558 and/or 2698, et seq., predicated on any Labor Code violations alleged or could have been alleged in the Action based upon the facts alleged in the Second Amended Complaint, the February 4, 2020 PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541-20), and/or the October 27, 2020 Amended PAGA Notice submitted on behalf of Plaintiff Ericka Carroll (LWDA-CM-770541- 20), and/or the October 23, 2019 PAGA Notice submitted on behalf of Plaintiff Blaike Wellington (LWDA-CM-750939-19) and/or the November 6, 2020 PAGA Notice submitted on behalf of Plaintiff Betty Perez (LWDA-CM-810853-20). (§35)

- 1 • “Released Parties” means Defendant, and their past, present and/or future, direct
2 and/or indirect, owners, officers, directors, members, managers, agents,
3 representatives, attorneys, insurers, partners, investors, shareholders,
4 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors,
5 successors, assigns, and joint venturers, if any. (§36)
- 6 • The named Plaintiffs will also provide a general release and a waiver of the
7 protections of Cal. Civ. Code §1542. (§67)
- 8 • The releases are set to occur upon the Funding Date, which would occur within
9 thirty (30) calendar days after the Effective Date. (§43)

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 June 8, 2022 that the presumption of
5 fairness should be applied. No facts have come to the Court’s attention that would alter
6 that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of
7 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: 648

13 Number of notices mailed: 653 (5 individuals inadvertently included; see
14 Nava Dec. ¶8)

15 Number of undeliverable notices: 18

16 Number of valid opt-outs: 1 (does not include an opt out by a person not a
17 member of the class).

18 Number of objections: 0

19 Number of participating class members: **647**
20 (Declaration of Madely Nava (“Nava Decl.”) ¶¶ 5-14.)

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

25 //

1 **C. CLASS CERTIFICATION IS PROPER**

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

4 **D. ATTORNEY FEES AND COSTS**

5 Class Counsel requests **\$333,333** (33.33%) for attorney fees and **\$20,386.95** for
6 costs. (MFA at 10:3-4, 11:10.)

7 Courts have an independent responsibility to review an attorney fee provision and
8 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
9 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
10 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
11 503.

12 In the instant case, fees are sought pursuant to the percentage method. (MFA at
13 pp. 8-10.) The \$333,333 fee request is 33.33% of the Gross Settlement Amount.

14 Class Counsel also assert that their lodestar calculation supports the requested
15 attorneys' fees. (MFA at 10:11-12.) A lodestar is calculated by multiplying the number
16 of hours reasonably expended by the reasonably hourly rate. *PLCM Group, Inc. v.*
17 *Drexler* (2000) 22 Cal.4th 1084, 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is
18 calculated using the reasonable rate for comparable legal services in *the local community*
19 for noncontingent litigation of the same type, multiplied by the reasonable number of
20 hours spent on the case.' " *Environmental Protection Information Center v. Dept. of*
21 *Forestry & Fire Protection* (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of*
22 *Taft* (2007) 155 Cal.App.4th 1233, 1242-1243.

23 As to the reasonableness of the rate and hours charged, trial courts consider
24 factors such as "the nature of the litigation, its difficulty, the amount involved, the skill
25 required in its handling, the skill employed, the attention given, the success or failure,

1 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
2 allow the court to consider whether the case was overstaffed, how much time the
3 attorneys spent on particular claims, and whether the hours were reasonably expended.”
4 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

5 Attorney Yeremian represents that that his firm’s hourly rates are commensurate
6 with prevailing market rates in the Los Angeles Area for attorneys of comparable
7 experience and skill handling complex litigation and refers to an attached copy of the
8 Laffey matrix (Yeremian Decl. ISO Final, ¶15, Exhibit 3 thereto). He represents that
9 170.5 hours of work were done by his firm and attaches summary sheets of the hours
10 spent, organized by tasks performed. (*Id.* at Exhibits 1-2; see also Decl. of Roman
11 Shkodnik ISO Final ¶5, Exhibit 1.) However, he has not shown that his firm’s rates have
12 been approved by other courts or are market tested. (Yeremian Decl. ISO Final ¶15.) The
13 Laffey matrix reference relied upon is of limited usefulness as it does not break down for
14 area of practice or geography. *Cf. Ruiz v. JCP Logistics, Inc.* (C.D. Cal. Aug. 12, 2016,
15 No. SACV 13-1908-JLS (ANx)) 2016 U.S. Dist. LEXIS 189280, at *28-30.) (rejecting
16 Laffey matrix and setting \$600 per hour for experienced wage and hour class action
17 counsel).

18 Attorney Davtyan represents that he spent 72.5 hours on the case and provides a
19 summary of his time spent on tasks performed. (Davtyan Decl. ISO Final ¶12.) He
20 asserts that his hourly rate is \$595, though he has not shown that it was market tested,
21 approved by other courts, or is consistent with that charged by other counsel doing
22 similar work. (*Id.* at ¶13.)

23 Attorney Davies represents that three attorneys from Aegis Law Firm spent 95
24 hours on the action, at hourly rates of \$450 to \$785. (Davies Decl. ISO Final ¶20.) He
25 attaches an itemized time sheet in support. (*Id.* at Exhibit 2.) Similarly, he has not

1 shown that the rates were approved by other courts, are market tested, or are consistent
2 with that charged by other counsel doing similar work.

3 Finally, attorney Zambrano represents that his firm spent 38 hours on the matter
4 with a brief summary of their hours and tasks performed. He states his firm's hourly
5 rates range from \$350 to \$650 and asserts that they are commensurate with prevailing
6 market rates in the Los Angeles area, with references to comparable Laffey Matrix rates,
7 without attachments or further support. (Zambrano Dec. at ¶6.)

8 Lacking an adequate showing that the rates suggested are commensurate with
9 those charged by other lawyers of similar training and experience doing wage and hour
10 class action work in Los Angeles the Court declines to engage in a lodestar analysis.

11 Nonetheless, the **\$333,333** fee request represents a reasonable percentage of the
12 total funds paid by Defendant. Further, the notice expressly advised class members of
13 the fee request, and no one objected. (Nava Decl. ¶13, Exhibit A thereto.) Accordingly,
14 the Court awards fees in the amount of **\$333,333**.

15 Fee Split: Class Counsel have agreed to split attorneys' fees as follows: West
16 Coast Employment Lawyers and Aegis Law Firm, PC, have an agreement with David
17 Yeremian & Associates, Inc. and Davtyan Law Firm to share fees on a 10%/10%/80%
18 fee split basis, with David Yeremian & Associates, Inc. and Davtyan Law Firm
19 collectively receiving 80%, West Coast Employment Lawyers receiving 10%, and Aegis
20 Law Firm, PC receiving 10%. In addition, Davtyan Law Firm has an agreement with
21 David Yeremian & Associates, Inc. to share their fees on a 65%/35% fee split basis with
22 David Yeremian & Associates, Inc. receiving 65% and Davtyan Law Firm receiving
23 35%. Counsel represents that the fee arrangements were documented in writing and
24 disclosed to Plaintiffs, who signed acknowledgments pursuant to Cal. Rules of
25 Professional Conduct, Rule 1.5.1. (Decl. of Yeremian filed April 12, 2022, ¶19.)

1 Class Counsel requests **\$20,386.95** in costs. This is less than the \$25,000 cap
2 provided in the settlement agreement (¶44). The amount was disclosed to Class
3 Members in the Notice, and no objections were received. (Nava Decl. ¶13, Exhibit A
4 thereto.) Costs include filing fees (e.g. complaint, stipulation, motions), Case
5 Anywhere, service of process, travel costs, mediation fees, expert analysis fees, attorney-
6 service costs for court filings, copy charges for documents, parking, and postage
7 charges. (Yeremian Decl. ISO Final ¶28, Exhibit 4 thereto; Davtyan Decl. ISO Final
8 ¶14; Davies Decl. ISO Final ¶18, Exhibit 1 thereto; Zambrano Decl. ISO Final ¶8.)

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

11 For all of the foregoing reasons, costs of **\$20,386.95** are approved.

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

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

24 The Class Representatives, Ericka Monique Carroll, Betty Perez, and Blaike
25 Wellington request enhancement awards of **\$10,000 each**, totaling **\$30,000**. In nearly

1 identical declarations submitted at preliminary approval, each Plaintiff represents that
2 her contributions to the action include providing documents and evidence in support of
3 the class claims, preparing for settlement negotiations, and speaking to witnesses. None
4 of the Plaintiffs provide an estimate of their total time spent on the case. (Declaration of
5 Ericka Monique Carroll filed October 7, 2021, ¶8; Declaration of Betty Perez filed
6 October 7, 2021, ¶8; Declaration of Blaike Wellington filed October 7, 2021, ¶8.) Each
7 Plaintiff also asserts that she accepted the risks of being a class representative in a class
8 action that could stigmatize her and affect her future employability in her industry or any
9 other industry, though none of them have shown that this has occurred. (Carroll Decl.
10 ¶11; Perez Decl. ¶11; Wellington Decl. ¶11.)

11 In light of the above-described contributions to this action, and in
12 acknowledgment of the benefits obtained on behalf of the class, a \$5,000 service award
13 to each class representative is reasonable and approved.

14 **F. SETTLEMENT ADMINISTRATION COSTS**

15 The Settlement Administrator, ILYM Group, Inc., requests \$13,806.70 in
16 compensation for its work in administering this case. (Nava Decl. ¶16.) At the time of
17 preliminary approval, costs of settlement administration were estimated at \$13,806.70.
18 (¶46) Class Members were provided with notice of this amount and did not object.
19 (Nava Decl. ¶13, Exhibit A thereto.)

20 Accordingly, settlement administration costs are approved in the amount of
21 \$13,806.70.

23 **IV. CONCLUSION AND ORDER**

24 The Court hereby:

25 (1) Grants class certification for purposes of settlement;

- 1 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 2 (3) Awards **\$333,333** in attorney fees to Class Counsel, David Yeremian &
3 Associates, Inc., Davtyan Law Firm, Aegis Law Firm, PC and West Coast
4 Employment Lawyers, APLC;
- 5 (4) Awards **\$20,386.95** in litigation costs to Class Counsel;
- 6 (5) Approves payment of **\$37,500** (75% of \$50,000 PAGA penalty) to the LWDA;
- 7 (6) Awards **\$5,000 each** as Class Representative Service Awards to Ericka Monique
8 Carroll, Betty Perez, and Blaike Wellington;
- 9 (7) Awards **\$13,806.70** in settlement administration costs to ILYM Group, Inc.;
- 10 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
11 and containing the class definition, full release language, and the name of the
12 class member who opted out by October 20, 2022;
- 13 (9) Orders class counsel to provide notice to the class members pursuant to California
14 Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor Code §2699
15 (l)(3) and to forthwith, and no later than October 24, 2022 notify those who
16 erroneously received notice that they are not included in the Class and file proof of
17 service of same;
- 18 (10) Sets a Non-Appearence Case Review re: Final Report re: Distribution of
19 Settlement Funds for August 2, 2023 at 9:00 a.m. Final Report is to be filed 5
20 court days in advance. If there is unpaid residue or unclaimed or abandoned class
21 member funds and/or interest thereon to be distributed to Bet Tzedek Legal
22 Services, Plaintiffs' counsel shall also submit an Amended Judgment pursuant to
23 Cal. Code of Civ. Pro. § 384 and give notice of the Judicial Council of California
24 //
25 //

//

upon entry of the Amended Judgment, pursuant to Cal. Code of Civ. Pro. §384.5.

Dated:

10/17/2022

Maren E. Nelson

MAREN E. NELSON

Judge of the Superior Court