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Attorneys for Plaintiffs

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

FRANCESCA BURKE and ASHLEY
THOMPSON, individually, and on behalf of
other members of the general public similarly
situated and aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA");

Plaintiffs,

v.

OLD REPUBLIC HOME PROTECTION
COMPANY, INC., a California corporation;
OLD REPUBLIC HOME PROTECTION
SERVICES, INC., a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: MSC20-02203

Assigned for All Purposes to:
Honorable Edward G. Weil
Department 39

CLASS ACTION

ORDER OF FINAL APPROVAL

Hearing Date: April 14, 2022
Hearing Time: 9:00 a.m.
Hearing Place: Department 39

Complaint Filed: October 23, 2020
Trial Date: None Set

1 Plaintiffs Francesca Burke's and Ashley Thompson's ("Plaintiffs") Motion for Final
2 Approval of Class Action Settlement, Attorney Fee Award, Cost Award, and Class
3 Representative Enhancement Payments and the papers submitted in support of the motion came
4 before this Court, the Honorable Edward G. Weil presiding, and were reviewed on April 13,
5 2022. The Court issued a tentative ruling on April 13, 2022 that granted final approval to the
6 settlement of this class action lawsuit. The tentative ruling also reduced the requested Class
7 Representative Enhancement Payments from \$7,500 to each Plaintiff to \$5,000 to each Plaintiff.
8 Class Counsel submitted to the Court's tentative ruling. Attached hereto as **Exhibit 1** is a true
9 and correct copy of the Court's tentative ruling. Pursuant to Court's tentative ruling, Class
10 Counsel prepared this Order of Final Approval ("Order") and corresponding judgment reflecting
11 the tentative ruling and other findings in the previously submitted [Proposed] Order of Final
12 Approval and Judgment. The Court, having considered this Order, **HEREBY ORDERS THE**
13 **FOLLOWING:**

14 1. Incorporation of Other Documents. This Order incorporates the Joint Stipulation
15 and Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," and
16 "Agreement"). Unless otherwise provided herein, all capitalized terms in this Order shall have
17 the same meaning as set forth in the Settlement Agreement.

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

23 3. Final Class Certification. The Court finds that the Class satisfies all applicable
24 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
25 process. Accordingly, the Court certifies, a Class consisting of all current and former non-exempt
26 employees of Defendant Old Republic Home Protection Company, Inc. ("Defendant") employed
27 in California any time between April 27, 2016, to September 14, 2021 ("Class," "Class
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Members,” and “Class Period”). There are eight hundred thirty-three (833) Class Members who did not submit a valid and timely request to exclude themselves from the class action Settlement (“Participating Class Members”).

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

5. Notice Packet. The Court finds that the Notice of Class and Representative Action Settlement (“Class Notice”) and the Election Not To Participate In (Opt Out From) Class Action Settlement Form (“Exclusion Form”) (collectively, known as the “Notice Packet”) and its distribution to Class Members have been implemented pursuant to the Settlement Agreement and this Court’s Preliminary Approval Order and that they:

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

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

c. constitute notice reasonable, adequate, and sufficient to all Class Members; and

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

3 6. Final Settlement Approval. The terms and provisions of the Settlement
4 Agreement have been entered in good faith and are the product of arm's-length negotiations by
5 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
6 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
7 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
8 implement the Settlement Agreement according to its terms and provisions.

9 7. Binding Effect. The terms and provisions of the Settlement and this Order are
10 binding on Plaintiffs, the Participating Class Members, and Eligible Aggrieved Employees, as
11 well as their spouses, heirs, registered domestic partners, executors, administrators, successors,
12 and assigns, and those terms shall have res judicata and other preclusive effect in all pending and
13 future claims, lawsuits or other proceedings maintained by or on behalf of any such persons, to
14 the extent those claims, lawsuits, or other proceedings involve matters that were or could have
15 been raised in the class action lawsuit and are encompassed by the release of the Participating
16 Class Members' Class Action Released Claims, the Eligible Aggrieved Employees PAGA
17 Released Claims, and Plaintiffs' general release of claims as set forth in the Settlement. The
18 Settlement will have no binding effect upon, and provide no res judicata preclusion to, those
19 Class Members who timely request exclusion.

20 8. Class Action Released Claims. Upon Defendant's fulfillment of its payment
21 obligations under section III (I)(8)(a) of the Agreement, in exchange for the consideration set
22 forth in the Agreement, Plaintiffs and the Participating Class Members release the Released
23 Parties from the Class Action Released Claims (as defined in the Agreement) arising during the
24 Class Period.

25 9. PAGA Released Claims. Upon Defendant's fulfillment of its payment obligations
26 under section III (I)(8)(a) of the Agreement, the California Labor and Workforce Development
27 Agency ("LWDA") and each Eligible Aggrieved Employee, including Plaintiffs, individually
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1 and on behalf of their spouses, heirs, registered domestic partners, executors, administrators,
2 representatives, attorneys, successors and assigns voluntarily and knowingly release the Released
3 Parties from the Private Attorneys General Act of 2004 ("PAGA") Released Claims (as defined
4 in the Agreement). In addition, on the Effective Final Settlement Date, all Eligible Aggrieved
5 Employees and their successors in interest will be permanently enjoined and forever barred from
6 prosecuting any of the PAGA Released Claims against any of the Released Parties. The release
7 of the PAGA Released Claims is effective regardless of whether the Eligible Aggrieved
8 Employee submits a timely and valid request for exclusion.

9 10. Plaintiffs' Release of Claims and General Release. Upon Defendant's fulfillment
10 of its payment obligations under section III (I)(8)(a) of the Agreement, and in exchange for the
11 Class Representative Enhancement Payments of \$5,000 to each Plaintiff, in recognition of their
12 work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment
13 of costs in the event this matter had not successfully resolved, Plaintiffs provide a general release
14 of claims for themselves and their spouses, heirs, successors and assigns as set forth in the
15 Settlement Agreement. Plaintiffs' general release of claims also includes a waiver of California
16 Civil Code section 1542.

17 11. Enforcement of Settlement. Nothing in this Order shall preclude any action to
18 enforce the terms and provisions of the Settlement Agreement.

19 12. Class Representative Enhancement Payments. The Court approves Plaintiffs as
20 the Class Representatives. The Court finds the Class Representative Enhancement Payments of
21 \$5,000 to each Plaintiff, to be paid by Defendant out of the Gross Settlement Amount, to be
22 reasonable and appropriate. Class Representative Enhancement Payments are to be paid pursuant
23 to the terms and provisions set forth in the Agreement.

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

6 b. The Court has reviewed Plaintiffs' declarations outlining their involvement in the
7 lawsuit. Given the risks inherent in their services as the Class Representatives, the
8 duration of the case and time involved, and the benefits created for the Class, the
9 Court approves the Class Representative Enhancement Payments of \$5,000 to
10 each Plaintiff.

11 13. Attorney Fee Award and Cost Award. The Court approves Douglas Han and
12 Shunt Tatavos-Gharajeh as Class Counsel. The Court finds an award of an Attorney Fee Award
13 of \$250,000, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to
14 be reasonable and appropriate. The Court further finds an award of a Cost Award as
15 reimbursement for actual litigation costs incurred of \$14,389.49, to be paid by Defendant to
16 Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees
17 and costs are to be paid pursuant to the terms and provisions set forth in the Settlement.
18 Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or
19 disbursements incurred by Class Counsel or any other counsel representing Plaintiffs, Class
20 Members or Eligible Aggrieved Employees, or incurred by Plaintiffs or Class Members or
21 Eligible Aggrieved Employees, in connection with or related in any manner to the class action
22 and PAGA lawsuit, the Settlement, the administration of the Settlement, and/or the Participating
23 Class Members' Class Action Released Claims and/or Eligible Aggrieved Employees PAGA
24 Released Claims.

25 a. The Court has an independent right and responsibility to review the requested
26 Attorney Fee Award and only award so much as it determines reasonable. (See
27 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
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1 127-28.) The Attorney Fee Award requested by Class Counsel of \$250,000 is one-
2 third (1/3) of the common fund created for the benefit of the Class and is
3 supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
4 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved,
5 the financial risk taken by Class Counsel, the novel and difficult nature of this
6 litigation, the skill required to deal with these issues, percentage fees award in
7 other cases, and the contingent fees charged in the private marketplace, the Court
8 finds the requested Attorney Fee Award is consistent with the legal marketplace,
9 is reasonable, and is approved.

- 10 b. The Court has reviewed the declaration of Douglas Han regarding the costs
11 expended in the prosecution of this litigation. Under the terms of the Settlement,
12 Plaintiffs may seek reimbursement of up to \$25,000 in litigation costs. The Court
13 finds that Plaintiffs have expended \$14,389.49 in litigation costs and that such
14 costs were reasonable. Thus, the Court approves the payment of the Cost Award
15 of \$14,389.49 from the common fund for the reimbursement of Class Counsel's
16 litigation costs.

17 14. Administration Costs. The Court finds that Administration Costs of \$12,000, to
18 be paid by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
19 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
20 provisions set forth in the Settlement Agreement.

- 21 a. The Court has reviewed the declaration of Zach Cooley from Simpluris, Inc.
22 ("Simpluris"), the Court-approved Settlement Administrator. The Court finds that
23 notice was provided to the Class pursuant to the Preliminary Approval Order, that
24 the notice constitute the best practicable notice to the Class, and that the notice
25 satisfied due process. Simpluris has discharged its duties to provide notice to the
26 Class. Thus, the Court approves a payment for Administration Costs of \$12,000
27 for Simpluris' services in administering the Settlement, including the mailing of
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1 Individual Settlement Shares and Individual PAGA Payments according to the
2 terms of the Settlement.

3 15. PAGA Payment. The Court finds that the PAGA Payment of \$20,000, seventy-
4 five percent (75%) of which (\$15,000) will be distributed to the LWDA out of the Gross
5 Settlement Amount and twenty-five percent (25%) of which (\$5,000) shall be distributed to
6 Eligible Aggrieved Employees, on a pro rata basis, as Individual PAGA Payments to be
7 reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and
8 provisions set forth in the Settlement.

9 16. Funding of the Settlement. Defendant shall wire the Gross Settlement Amount
10 and Employer Taxes necessary to fund the Settlement to the Settlement Administrator on the
11 later of the following two dates: (a) the 60th calendar day after a signed order granting final
12 approval of the Agreement has been filed, provided no motion to vacate the judgment, appeal,
13 writ or other appellate proceeding having been filed; or (b) the seventh (7th) calendar day after
14 any motion to vacate the judgment, appeal, writ, or other appellate proceeding opposing the
15 Agreement has been finally dismissed with no material change to the terms of the Agreement
16 and there is no right to pursue further remedies. Within fourteen (14) calendar days after the
17 deadline to fund the Settlement, the Settlement Administrator shall disburse all payments due
18 under the Settlement, including all Individual Settlement Shares, Individual PAGA Payments
19 and payment to the LWDA, the Attorney Fee Award, the Cost Award, the Class Representative
20 Enhancement Payments, and the Administration Costs.

21 17. Dismissal of ORHPS. Pursuant to the terms of the Settlement Agreement,
22 Plaintiffs voluntarily dismiss Defendant Old Republic Home Protection Services, Inc. (ORHPS),
23 without prejudice. The dismissal of ORHPS is a condition for the enforcement of the Settlement
24 Agreement.

25 18. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
26 Settlement is entitled to a presumption of fairness. In their moving papers, Plaintiffs contend that
27 the proposed Settlement was the product of arm's-length negotiations following extensive
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1 litigation, discovery, and exchange of documentation relating to Plaintiffs' claims. The
2 negotiations were facilitated with the assistance of mediator Deborah Saxe, who is an
3 experienced and well-respected class action mediator.

4 a. The fairness of the Settlement is further demonstrated by the fact that there have
5 been no objections and only four (4) requests for exclusion. The four (4) Class
6 Members who requested exclusion are Nhu T. Le, Erin M. Murphy, Alexandra M.
7 Colella, and De Anne J. Crosby.

8 19. Uncashed Checks. Participating Class Members and Eligible Aggrieved
9 Employees must cash or deposit their Individual Settlement Share and Individual PAGA
10 Payment checks within one hundred eighty (180) calendar days after the checks are mailed to
11 them. For any portion of the Net Settlement Amount or PAGA Payment allocated to
12 Participating Class Members and/or Eligible Aggrieved Employees that were not claimed by
13 cashing their respective settlement checks before the deadline to do so, that remaining amount
14 shall be donated to Legal Aid at Work. No portion of the Gross Settlement Amount will revert to
15 Defendant for any reason.

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

22 21. Retention of Jurisdiction. The Court has jurisdiction to enter this Order. This
23 Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or
24 enforcement of the Settlement and of this Order, and for any other necessary purpose, including,
25 without limitation:

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- 1 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
2 claims, or causes of action in the class action that, in whole or in part, are related
3 to or arise out of the Settlement or this Order;
- 4 b. entering such additional orders as may be necessary or appropriate to protect or
5 effectuate this Order approving the Settlement, and permanently enjoining
6 Plaintiffs from initiating or pursuing related proceedings, or to ensure the fair and
7 orderly administration of the Settlement; and
- 8 c. entering any other necessary or appropriate orders to protect and effectuate this
9 Court's retention of continuing jurisdiction.

10 For the reasons set forth above, the Motion for Final Approval of Class Action and
11 PAGA Settlement, Attorney Fee Award, Cost Award, and Class Representative Enhancement
12 Payments is GRANTED. The Settlement Administrator is directed to carry out the terms of the
13 Settlement Agreement forthwith.

14
15 IT IS SO ORDERED.

16 APR 26 2022
17 DATED: _____


18 HONORABLE EDWARD G. WEIL
19 SUPERIOR COURT JUDGE
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EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
HEARING DATE: 04/14/2022

2. Overruled.
3. Overruled.
4. Overruled

Schrier Declaration

1. Overruled
2. Overruled.
3. Overruled.

Master Declaration

1. Sustained. Irrelevant.

The Court rules on the District's objections to evidence as follows:

Kropp Declaration

1. Overruled.
2. Overruled.
3. Overruled.
4. Overruled
5. Overruled.
6. Overruled.
7. Sustained. Kropp does not explain how soil borings taken in 2019 can be used to determine moisture content during the slide or before the repairs to the sewer main.
8. Overruled.
9. Overruled.
10. Overruled. This document provides information on the types of soil, and not just the moisture content in 2019.

Hirsch Declaration

1. Overruled.

Finally, the District's requests for judicial notice are denied as unnecessary. The documents are already part of the Court's file in this case.

2. 9:00 AM CASE NUMBER: MSC20-02203
CASE NAME: BURKE VS OLD REPUBLIC HOME PROTECTION COMPANY, INC
SPECIAL SET HEARING FINAL APPROVAL OF CLASS ACTION SETTLEMENT+DEPT. 39+
TENTATIVE RULING:

Plaintiffs Francesca Burke and Ashley Thompson move for final approval of their class action settlement with defendants Old Republic Home Protection Company, Inc. and Old Republic Home

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 39
HEARING DATE: 04/14/2022

Protection Services, Inc.

A. Background and Settlement Terms

The original complaint was filed October 23, 2020, raising claims under PAGA and a class action on behalf of non-exempt employees alleging that defendant violated the Labor Code in various ways.

The settlement would create a gross settlement fund of \$750,000. The class representative payment to each plaintiff would be \$7,500. Counsel's attorney's fees would be \$250,000 (33 1/3% of the settlement). Litigation costs would not exceed \$25,000. The settlement administrator (Simpluris) would cap its costs at \$12,000. PAGA penalties would be \$20,000, resulting in a payment of \$15,000 to the LWDA. Thus, the net settlement amount available to the class would be \$428,000, resulting in an average share of about \$480. The fund is non-reversionary.

The proposed settlement would certify a class of non-exempt employees employed by defendant in California between April 27, 2016, and September 14, 2021, which is estimated to consist of 892 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 cancelled, and paid to a cy pres recipient, Legal Aid at Work. Neither class counsel nor plaintiffs have any connection to Legal Aid at Work.

Since preliminary approval, the notice process has been executed. Based on the class list, 834 notice packets were mailed. 51 packets were returned as undeliverable. A new address was obtained for 50 of those, and the notices were remailed. One was left undelivered. There were four requests for exclusion, and no objections. There were three independently received requests for inclusion in the settlement, which were determined to be valid and included.

The settlement contains release language covering any claims "asserted or that could be asserted based on the facts alleged in the operative Complaint," including specified Labor Code sections. (Par. 1. (F).)

Discovery was undertaken, "prior to the mediation," including information including time and pay records, as well as review of policies and practices with respect to the alleged violations. Plaintiffs confirmed that class members worked about 90,000 workweeks during the class period, and had an average hourly pay rate of about \$21.41. The matter settled after extensive arms-length negotiations, with included a mediation session 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. Plaintiffs calculated violation rates for meal and rest breaks, estimates of off-the-clock

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work, failure to include non-discretionary bonuses in calculating the regular rate of pay for overtime purposes, and failure to reimburse expenses (including cell phone, internet cables and routers, desks and chairs, and auto mileage). Counsel estimated the maximum total exposure at about \$7.7 million and \$8.7 million, but applies risk factors for class certification and for the merits to estimate a “realistic exposure” of about \$1.7 million. Thus, the gross settlement amount is about 8.6% of the maximum exposure and 41% of the realistic exposure for wages. Claims for PAGA penalties are estimated by counsel at a theoretical maximum of over \$11 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 LWDA was notified of the settlement.

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 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 salutary purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees, costs, and representative payments

Plaintiffs seek 33 1/3% of the total settlement amount 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

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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 439.5 hours of attorney time were spent on the matter, and applying hourly rates of \$775, \$675, and \$600, they calculate a lodestar of \$302,520. This results in a "negative" multiplier of 0.83. Based on this information, no adjustment to the proposed 33 1/3% fee is necessary.

The litigation costs of \$14,389.49 and administrator's costs of \$12,000 are reasonable and are approved.

Litigation costs and the requested representative payment of \$7,500 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, Francesca Burke and Ashley Thompson, has provided a declaration, attesting to the hours they spent attending to the matter (64.5 for Burke, 58 for Thompson), 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. Based on these factors, payments of \$5,000 each are approved.

D. Discussion

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval, with the reduction of the two representative payments from \$7,500 to \$5,000.

E. Conclusion

Counsel are directed to prepare an order reflecting this tentative ruling, and the other findings in the previously submitted proposed order and a separate judgment. Pursuant to Code of Civil Procedure section 384(b), the ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented, and amendment of the judgment to reflect the amount paid to the cy pres recipient. 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. The judgment should identify the four people who requested exclusion and exclude them from coverage.

**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 manderson@justicelawcorp.com

On April 27, 2022, I served the foregoing document described as

ORDER OF FINAL APPROVAL

for the following case: **Burke, et al. v. Old Republic Home Protection Company, Inc., et al.**

LWDA/Court Case No.: **LWDA Case No.: CM- 799494-20**
Court Case No.: MSC20-02203
Contra Costa 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 April 27, 2022, at Pasadena, California.



Mariah Anderson