

FILED
LOS ANGELES SUPERIOR COURT

AUG 23 2022

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
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NANCY NAVARRO

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

JOSE LUIS TOPETE PEREZ, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

PRODUCTION RESOURCE GROUP LLC,
a Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV38584
Related to: 20STCV27311

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: August 19, 2022
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiff Jose Luis Topete Perez sues his employer, Defendant Production Resource Group, LLC ("Defendant" or "PRG"), for alleged wage and hour violations. PRG is an audio-visual equipment rental service. Plaintiff seeks to represent a class of Defendant's current and former employees.

1 On October 7, 2020, Plaintiff filed a putative class and PAGA representative
2 action complaint against PRG alleging the following causes of action: (i) failure to
3 provide accurate, itemized wage statements (Labor Code § 226, *et seq.*); and (ii) civil
4 penalties under the Private Attorneys General Act (Labor Code § 2698, *et seq.*)
5 (“PAGA”).

6 In December 2020, the parties decided to exchange informal discovery and
7 information in order to engage in direct settlement negotiations without the use of a
8 mediator. The parties ultimately agreed in principle on a class-wide and PAGA
9 resolution. On September 9, 2021, the parties finalized and executed the *Stipulation*
10 *Regarding Class and Private Attorneys General Act Settlement and Release*
11 (“Settlement Agreement”), a copy of which was filed with the Court.

12 On October 1, 2021, the Court issued a “checklist” to the parties pertaining to
13 deficiencies in the Settlement Agreement and Notice. In response, the parties filed
14 further briefing and revised documents, including the Amended Settlement Agreement.
15 The matter came on for hearing on March 14, 2022, at which time the Court indicated
16 an issue with the scope of the parties proposed to be released. Counsel thereafter
17 revised the release language and submitted a revised Settlement Agreement on March
18 22, 2022.

19 The settlement was preliminarily approved on March 28, 2022. Notice was
20 given to the Class Members as ordered (see Declaration of Mary Butler). Now before
21 the Court is Plaintiff’s motion for final approval of the Settlement Agreement, including
22 for payment of fees, costs, and a service award to the named plaintiff. For the reasons
23 set forth below, the Court grants final approval of the settlement.

24 //

25 //

II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

“Class” or “Class Members” means all current and former employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period and who received a wage statement that identified the employer as “PRG” and/or anything other than “Production Resource Group, L.L.C.” The Class includes both exempt and non-exempt employees. (§1.2)

“Class Period” means the period from April 6, 2019 through and including August 20, 2020. (§1.8) Class Counsel represents that Defendant cured any alleged deficiency as to its wage statement practices on August 18, 2020. (Lidman Decl. ¶11.)

“PAGA Affected Employees” means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the PAGA Period. (§1.22)

“PAGA Period” means the period from July 16, 2019 through and including April 1, 2021. (§1.27) Class Counsel represents that the parties agreed to close the PAGA Period on the date they reached terms on the settlement. (Lidman Decl. ¶14, fn 6.)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$200,000** (§1.17). This includes payment of a PAGA penalty of **\$20,000** to be paid 75% to the LWDA (\$15,000) and 25% to the PAGA Affected Employees (\$5,000) (§§ 1.25, 1.26).

- 1 ○ Unexpected Pay Periods/Escalator Clause. Defendant represents that there
2 were an estimated 17,587 pay periods worked by Class Members during
3 the Class Period. In the event the parties learn prior to the mailing of the
4 Notice of Settlement that the number of pay periods worked by Class
5 Members during the Class Period is more than 10% greater than 17,587
6 pay periods, then Defendant agrees to increase the Net Settlement
7 Amount on a proportional basis (i.e., if there is a 15% increase in the
8 number of pay periods worked by Class Members during the Class
9 Period, then Defendant will increase the Net Settlement Amount by 15%,
10 from the estimated \$88,333.34 to \$101,583.34). Similarly, Defendant
11 represented that there were an estimated 8,077 pay periods worked by
12 PAGA Affected Employees during the PAGA Period. In the event the
13 parties learn prior to the mailing of the Notice of Settlement that the
14 number of pay periods worked by PAGA Affected Employees during the
15 PAGA Period is more than 10% greater than 8,077, then Defendant
16 agrees to increase the PAGA Distribution Amount on a proportional basis
17 (i.e., if there is a 15% increase in the number of pay periods worked by
18 PAGA Affected Employees during the PAGA Period, then Defendant
19 will increase the PAGA Distribution Amount by 15%, from the estimated
20 \$20,000 to \$23,000). (§3.5.1.1). Counsel confirmed at hearing that this
21 clause was not triggered.

22 The Net Settlement Amount ("Net") (\$88,333.34) is the GSA less:

- 23 ○ Up to **\$66,666.66** (33 1/3%) for attorney fees (§1.6);
24 ○ Up to **\$10,000** for attorney costs (§1.5);
25

- Up to **\$5,000** for a service award to the proposed class representative (¶1.35); and
- Estimated **\$10,000** for settlement administration costs (¶1.37).
- Assuming the Court approves all maximum requested deductions, approximately \$91,864.47 will be available for distribution to participating class members. The average settlement share will be approximately \$113.97. ($\$91,864.47 \text{ Net} \div 806 \text{ class members} = \113.97). In addition, each PAGA Affected Employee will receive a portion of the PAGA penalty, estimated to be \$10.87 per PAGA Affected Employee. ($\$5,000 \text{ or } 25\% \text{ of } \$20,000 \text{ PAGA penalty} \div 460 \text{ PAGA Affected Employees} = \10.87).
- There is no Claim Requirement (Notice pg. 5).
- The settlement is not reversionary (¶1.17).
- Individual Settlement Share Calculation: Each Class Member Payment shall be calculated by dividing a Participating Class Member's individual pay periods worked for Defendant in California during the Class Period by the total of all Participating Class Members pay periods worked for Defendant in California during the Class Period (all according to Defendant's business records), and multiplying this result by the Net Settlement Amount. (¶3.5.1.7)
 - "PAGA Affected Employee Payment means the twenty-five percent (25%) of the PAGA Distribution Amount that shall be paid to PAGA Affected Employees. The PAGA Affected Employee Payment shall be in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00). The PAGA Affected Employee Payment shall be distributed to PAGA Affected Employees on a pro rata basis based on the number of pay

1 periods each worked for Defendant in California during the PAGA
2 Period. (§1.23)

- 3 • Tax Withholdings: The Class Member Payments will be allocated 100% as
4 penalties and interest and will be subject to IRS Form 1099 reporting. (§3.5.1.7)
- 5 • Uncashed Settlement Payment Checks: The Class Member Payments will be
6 allocated 100% as penalties and interest and will be subject to IRS Form 1099
7 reporting. (§3.5.1.7)
- 8 • Uncashed Settlement Payment Checks: Any checks issued to Participating Class
9 Members or PAGA Affected Employees shall remain valid and negotiable for
10 one hundred and fifty (150) calendar days from the date of their issuance and
11 then shall become void on the 151st day after mailing, i.e., the Void Date. The
12 Parties agree that any unclaimed funds in the Settlement Fund Account as a
13 result of the failure to cash Class Member Payment checks and PAGA Affected
14 Employee Payment checks by the Void Date shall be transmitted by the
15 Settlement Administrator to the State of California Controller's Office,
16 Unclaimed Property Fund, in accordance with California law regarding such
17 escheatment, within twenty-one (21) calendar days of the Void Date. (§3.7.9)
- 18 • Funding and Distribution of Settlement: Within fifteen (15) calendar days
19 following the Effective Date, Defendant shall fund the Settlement by providing
20 the Gross Settlement Amount to the Settlement Administrator. (§3.7.2) Within
21 thirty (30) calendar days following the Effective Date, the Settlement
22 Administrator shall distribute from the Settlement Fund Account the Class
23 Member Payments to Participating Class Members, and to PAGA Affected
24 Employees their collective twenty-five percent (25%) share of the PAGA
25 Distribution Amount. (§§ 3.7.7, 3.7.8)

1 **C. TERMS OF RELEASES**

2 • Released Class Claims. Upon Defendant's funding of the Gross Settlement
3 Amount, Plaintiff - on behalf of himself and Participating Class Members – will
4 fully and irrevocably release the Released Parties from the Class Claims, as
5 defined in Paragraph 1.3, in exchange for the consideration provided by this
6 Settlement ("Released Class Claims"). All Released Class Claims are released
7 for the Class Period. Plaintiff and Participating Class Members may discover
8 facts in addition to or different from those they now know or believe to be true
9 with respect to the subject matter of the Released Class Claims but, upon
10 Defendant's funding of the Gross Settlement Amount, shall be deemed to have,
11 and by operation of the Final Approval Order and Judgment shall have, fully,
12 finally, and forever settled and released any and all of the Released Class
13 Claims. It is the intent of the Parties that the Final Approval Order and Judgment
14 entered by the Court pursuant to this Agreement shall have full *res judicata*
15 effect and be final and binding upon Participating Class Members regarding the
16 Released Class Claims. (§3.5.2)

- 17 ○ Class members will release: Any and all claims, rights, demands,
18 liabilities, and causes of action of every nature and description, whether
19 known or unknown, for wages, benefits, and related penalties that arose
20 during the Class Period and were actually asserted or that could have been
21 asserted in the Complaint filed by the Plaintiff in the Action on October 7,
22 2020 (hereinafter, the "operative Complaint") on behalf of himself and/or
23 the Class Members based on the facts alleged in and/or in support of
24 Plaintiff's first cause of action alleging a class claim for alleged violation
25 of California Labor Code section 226, including but not limited to claims

1 for: (a) statutory penalties, civil penalties, and damages for failure to
2 timely provide accurate, itemized wage statements in violation of
3 California Labor Code section 226; (b) declaratory relief to determine
4 whether the wage statement practices alleged in the operative Complaint
5 are unlawful; (c) injunctive relief to halt any wage statement practices
6 alleged in the operative Complaint to be unlawful; (d) restitution and an
7 order requiring Defendant to restore and disgorge funds to each Class
8 Member acquired by means of any act or practice relating to wage
9 statements alleged in the operative Complaint to be unlawful; (e)
10 attorneys' fees and costs incurred to prosecute the Action on behalf of
11 Class Members, including but not limited to fees incurred for the services
12 of Class Counsel or any other counsel; and (f) any other derivative
13 remedies, penalties, and interest available under the law based on the facts
14 alleged in the Action with respect to Plaintiff's wage statement
15 allegations, including but not limited to California Labor Code section
16 226 and the applicable Industrial Welfare Commission ("IWC") Wage
17 Order. "Class Claims" also includes all claims that Plaintiff and/or Class
18 Members may have against the Released Parties relating to: (a) the
19 payment, taxation, and allocation of attorneys' fees and costs to Class
20 Counsel pursuant to this Settlement Agreement; (b) the payment, taxation,
21 and allocation of Plaintiff's Service Award pursuant to this Settlement
22 Agreement; and (c) the payment, taxation, and allocation of payments to
23 Class Members. (§1.3)

- 24 • Released PAGA Claims. Upon Defendant's funding of the Gross Settlement
25 Amount, Plaintiff - on behalf of himself, the State of California, and PAGA

1 Affected Employees – will fully and irrevocably release the Released Parties
2 from the PAGA Claims, as defined in Paragraph 1.24, in exchange for the
3 consideration provided by this Settlement (“Released PAGA Claims”). All
4 Released PAGA Claims are released for the PAGA Period. Plaintiff, the State of
5 California, and PAGA Affected Employees may discover facts in addition to or
6 different from those they now know or believe to be true with respect to the
7 subject matter of the Released PAGA Claims, but upon Defendant’s funding of
8 the Gross Settlement Amount, shall be deemed to have, and by operation of the
9 Final Approval Order and Judgment shall have, fully, finally, and forever settled
10 and released any and all of the Released PAGA Claims. It is the intent of the
11 Parties that the Final Approval Order and Judgment entered by the Court shall
12 have full *res judicata* effect and be final and binding upon the State of California
13 and PAGA Affected Employees regarding the Released PAGA Claims.

- 14 ○ “PAGA Claims” means any and all claims, rights, demands, liabilities,
15 and causes of action of every nature and description, whether known or
16 unknown, for civil penalties that arose during the PAGA Period and were
17 actually asserted or that could have been asserted in the operative
18 Complaint and Plaintiff’s July 16, 2020 letter to the California Labor and
19 Workforce Development Agency (“LWDA”) by the Plaintiff on behalf of
20 himself, the State of California, and/or PAGA Affected Employees based
21 on the facts alleged in and/or in support of Plaintiff’s second cause of
22 action alleging a PAGA claim for alleged violation of California Labor
23 Code sections 226.7 and 516 and the applicable IWC wage order,
24 including but not limited to claims for: (a) civil penalties pursuant to
25 PAGA for failure to provide rest periods or compensation in lieu thereof

1 in violation of California Labor Code sections 226.7 and 516 and the
2 applicable IWC Wage Order; (b) declaratory relief to determine whether
3 the rest period practices alleged in the operative Complaint and Plaintiff's
4 July 16, 2020 letter to the LWDA are unlawful; (c) injunctive relief to halt
5 any rest period practices alleged in the operative Complaint and Plaintiff's
6 July 16, 2020 letter to the LWDA to be unlawful; (d) attorneys' fees and
7 costs incurred to prosecute the Action on behalf of the State of California
8 and PAGA Affected Employees, including but not limited to fees incurred
9 for the services of Class Counsel or any other counsel; and (e) any other
10 derivative remedies, penalties, and interest available under the law based
11 on the facts alleged in the operative Complaint and Plaintiff's July 16,
12 2020 letter to the LWDA with respect to Plaintiff's rest period
13 allegations, including but not limited to California Labor Code sections
14 204, 210, 226.7, 516, 558, and 1174 and the applicable IWC Wage Order.
15 "PAGA Claims" also includes all claims that Plaintiff, the State of
16 California, and/or PAGA Affected Employees may have against the
17 Released Parties relating to: (a) the payment, taxation, and allocation of
18 attorneys' fees and costs to Class Counsel pursuant to this Settlement
19 Agreement; (b) the payment, taxation, and allocation of Plaintiff's Service
20 Award pursuant to this Settlement Agreement; and (c) the payment,
21 taxation, and allocation of payments to PAGA Affected Employees.

22 (§1.24)

- 23 • "Released Parties" means Defendant Production Resource Group, L.L.C. and its
24 subsidiaries, affiliates, and/or parent companies, employee benefit plans
25 sponsored or maintained by any of the foregoing, their attorneys, and their

1 respective successors and predecessors in interest; all of their respective officers,
2 directors, managers, employees, administrators, fiduciaries, trustees,
3 beneficiaries, and agents; and each of their past, present, and future officers,
4 directors, shareholders, managers, employees, agents, principals, heirs,
5 representatives, accountants, auditors, consultants, insurers, and reinsurers.

6 (¶1.32)

- 7 • The named Plaintiff will also provide a general release and a waiver of the
8 protections of Cal. Civ. Code §1542. (¶3.5.4)
- 9 • The releases are effective upon Defendant s funding of the Gross Settlement
10 Amount, which will occur within fifteen (15) calendar days following the
11 Effective Date. (¶3.7.2)

13 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

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

21 As discussed more fully in the Order conditionally approving the settlement, “[i]n
22 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
23 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
24 action. The purpose of the requirement [of court review] is the protection of those class
25 members, including the named plaintiffs, whose rights may not have been given due

1 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
2 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
3 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
4 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
5 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
6 extent necessary to reach a reasoned judgment that the agreement is not the product of
7 fraud or overreaching by, or collusion between, the negotiating parties, and that the
8 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
9 quotation marks omitted].

10 “The burden is on the proponent of the settlement to show that it is fair and
11 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
12 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
13 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
14 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
15 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
16 1802. Notwithstanding an initial presumption of fairness, “the court should not give
17 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
18 116, 130. “Rather, to protect the interests of absent class members, the court must
19 independently and objectively analyze the evidence and circumstances before it in order
20 to determine whether the settlement is in the best interests of those whose claims will be
21 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
22 that determination, the court should consider factors such as “the strength of plaintiffs’
23 case, the risk, expense, complexity and likely duration of further litigation, the risk of
24 maintaining class action status through trial, the amount offered in settlement, the extent
25 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 March 28, 2022 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: 808

Number of notices mailed: 809

Number of undeliverable notices: 2

Number of opt-outs: 3

Number of objections: 0

Number of participating class members: **805**

Number of PAGA Affected Employees: 459

(Declaration of Mary Butler (“Butler Decl.”) ¶¶ 4-17; Supp. Declaration of Mary Butler ¶ 4.

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

1 settlement and for the reasons set for in the Preliminary Approval order, the settlement is
2 found to be fair, adequate, and reasonable.

3 **C. CLASS CERTIFICATION IS PROPER**

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

6 **D. ATTORNEY FEES AND COSTS**

7 Class Counsel requests **\$66,666.66** (33 1/3%) for attorney fees and **\$7,068.87** for
8 costs. (MFA at 18:16-17, 22:13-14.)

9 Courts have an independent responsibility to review an attorney fee provision and
10 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
11 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
12 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
13 503.

14 In the instant case, fees are sought pursuant to the percentage method. (MFA at
15 17:10-18:7.) Counsel also request a lodestar cross check

16 A lodestar is calculated by multiplying the number of hours reasonably expended
17 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
18 1095-1096 (*PLCM*). “Generally, ‘[t]he lodestar is calculated using the reasonable rate
19 for comparable legal services in *the local community* for noncontingent litigation of the
20 same type, multiplied by the reasonable number of hours spent on the case.’ ”

21 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
22 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
23 Cal.App.4th 1233, 1242-1243.

24 As to the reasonableness of the rate and hours charged, trial courts consider
25 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill

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

6 The Court declines to do a lodestar cross check as the information provided is
7 insufficient to do so. Mr. Haines does not indicate how much time he spent on this
8 matter. Ms. Nguyen also fails to do so. The Declaration of Mr. Lidman, while showing
9 the hours worked by various lawyers, does not detail how much time was spent on
10 particular tasks, information regarding the experience of attorney Moore, and th like
11 sufficient to do a proper lodestar analysis (Lidman Dec. ISO Final Approval ¶26). There
12 is also insufficient information to support the proposed hourly rates. Reliance on the
13 Laffey Matrix (Ex. C to Lidman Dec, ISO Final Approval) is not appropriate. As
14 presented it does not indicate rates charged in this geographical area for this type of work.

15 Nonetheless, the **\$66,666.66** fee request represents a reasonable percentage of the
16 total funds paid by Defendant, being 33 1/3% of the Gross Settlement Amount. Further,
17 the notice expressly advised class members of the fee request, and no one objected.
18 (Butler Decl. ¶15, Exhibit A thereto.) Accordingly, the Court awards fees in the amount
19 of **\$66,666.66**.

20 Fee Split: Class Counsel represents that Plaintiff has provided written approval
21 of the split of attorneys’ fees in this action: 46.5% to Haines Law Group, APC, 31% to
22 Lidman Law, APC, and 22.5% to Michael Burgis & Associates, P.C. Michael Burgis
23 & Associates, P.C. is the referring attorney. (Lidman Decl. ISO Final ¶30.)

24 Class Counsel requests **\$7,068.87** in costs. This is less than the \$10,000 cap
25 provided in the settlement agreement (¶1.5). The amount was disclosed to Class

1 Members in the Notice, and no objections were received. (Butler Decl. ¶15, Exhibit A
2 thereto.) Costs include: Filing, Service and Messenger Fees (\$5,638.68), Legal Research
3 (Westlaw) (\$134.38), and Copying Costs (\$49.50). (Lidman Decl. ISO Final ¶23,
4 Exhibit B thereto.)

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

7 For all of the foregoing reasons, costs of **\$7,068.87** are approved.

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

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

20 Here, the Class Representative Jose Luis Topete Perez requests an enhancement
21 award of **\$5,000**. He represents that his contributions to the action include: gathering
22 employment related documents for use in the lawsuit, communicating with his attorneys,
23 working with his lawyers to prepare for settlement negotiations, and reviewing the
24 settlement agreement. He estimates spending approximately 15 hours on the case.
25 (Declaration of Jose Luis Topete Perez ISO Final ¶¶ 8-9.) He also asserts that joining

1 this lawsuit could stigmatize him and affect his future employability in his industry or
2 any other industry, though he has not shown that this has occurred. (*Id.* at ¶7.)

3
4 In light of the above-described contributions to this action, and in
5 acknowledgment of the benefits obtained on behalf of the class, a **\$5,000** service award
6 is reasonable and approved.

7 **F. SETTLEMENT ADMINISTRATION COSTS**

8 The Settlement Administrator, Simpluris, Inc., requests **\$9,400** in compensation
9 for its work in administering this case. (Butler Decl. ¶17.) At the time of preliminary
10 approval, costs of settlement administration were estimated at \$10,000 (¶1.37). Class
11 Members were provided with notice of this amount and did not object. (Butler Decl.
12 ¶15, Exhibit A thereto.)

13 Accordingly, settlement administration costs are approved in the amount of
14 **\$9,400.**

15
16 **IV. CONCLUSION AND ORDER**

17 The Court hereby:

- 18 (1) Grants class certification for purposes of settlement;
19 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
20 (3) Awards **\$66,666.66** in attorney fees to Class Counsel, Lidman Law, APC and
21 Haines Law Group, APC;
22 (4) Awards **\$7,068.87** in litigation costs to Class Counsel;
23 (5) Approves payment of **\$15,000** (75% of \$20,000 PAGA penalty) to the LWDA;
24 (6) Awards **\$5,000** as a Class Representative Service Award to Jose Luis Topete
25 Perez;

- 1 (7) Awards **\$9,400** in settlement administration costs to Simpluris, Inc.;
- 2 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
- 3 and containing the class definition, full release language, and the names of the
- 4 class members who opted out by August 26, 2022;
- 5 (9) Orders class counsel to provide notice to the class members pursuant to
- 6 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
- 7 Code §2699 (1)(3); and
- 8 (10) Sets a Non-Appeal Case Review re: Final Report re: Distribution of
- 9 Settlement Funds for August 30, 2024 at 8:30 a.m. Final Report is to be filed by
- 10 August 23, 2024.
- 11
- 12

13 Dated:

8/19/2022



14 MAREN E. NELSON

15 Judge of the Superior Court

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