SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

YAZMIN GONZALEZ, individually, and on behalf of all others similarly situated,

Plaintiff,

v.

BRANDED ONLINE, INC., a Delaware corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV29702

ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: August 31, 2023
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiff Yazmin Gonzalez sues her former employer, Defendant Branded Online, Inc., for alleged wage and hour violations. Defendant provides e-commerce services to third-party retailers and other vendors. Plaintiff seeks to represent a class of Defendant's current and former non-exempt employees.

The original complaint was filed August 5, 2020. On October 27, 2020, Plaintiff filed the operative First Amended Complaint alleging causes of action for: (1) failure to pay minimum wages (Labor Code §§ 1182.12, 1197); (2) failure to pay overtime wages (Labor Code §§ 510, 1198); (3) failure to provide required meal periods (Labor Code §§ 226.7, 512, 1198); (4) failure to provide required rest periods (Labor Code §§ 226.7, 1198); (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties (Labor Code § 2802(a)); (6) failure to furnish accurate itemized wage statements (Labor Code §§ 226(a), 226(e)(2)(B)); (7) failure to timely pay all wages due to discharged and quitting employees (Labor Code §§ 201(a), 202, 203); (8) unfair and unlawful business practices (Bus. & Prof. Code §§ 17200 et seq.); and (9) civil penalties pursuant to the Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

On November 5, 2021, the parties attended a full-day mediation presided over by mediator Kelly Knight, which did not result in settlement. On September 23, 2022, the parties participated in a second mediation presided over by Hon. Lisa Hart Cole (Ret.), which resulted in the parties' acceptance of a mediator's proposal. The parties subsequently finalized the terms of settlement in the long-form Class Action and PAGA Settlement Agreement, a copy of which was filed with the Court and formed the basis for Plaintiff's Motion for Preliminary Approval filed February 16, 2023, and noticed for hearing on April 20, 2023.

In advance of the hearing a "checklist" was issued pertaining to deficiencies with the proposed settlement. In response, on April 19, 2023, counsel filed declarations and the parties subsequently executed an Amended Class Action and PAGA Settlement

Agreement, a copy of which is attached to the Supplemental Declaration of Greg Taylor filed April 24, 2023. All references below are to that agreement.

The settlement was preliminarily approved on May 1, 2023, subject to certain conditions, with which there has been compliance. Notice was given to the Class Members as ordered (see Declaration of Lindsay Kline). Now before the Court is Plaintiff's motion for final approval of the Settlement Agreement, including for payment of fees, costs, and a service award to the named plaintiff.

II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

"Class" means all current and former non-exempt employees who worked for Defendant in the State of California at any time during the Class Period. (¶1.5)

"Class Period" means the period from August 5, 2016, through September 30, 2022. (¶1.12)

"Aggrieved Employee" means all Class Members who worked for Defendant during the PAGA Period. (¶1.4)

"PAGA Period" means the period from August 5, 2019, through September 30, 2022. (¶1.31)

"Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (¶1.35)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount ("GSA") is **$827,500** (¶3.1). This includes payment of a PAGA penalty of **$25,000** to be paid 75% to the LWDA ($18,750) and 25% to the Aggrieved Employees ($6,250) (¶3.2.5).
    - Escalator Clause: Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 232 Class Members and 17,209 Total Workweeks during the Class period and (2) there were 159 Aggrieved Employees who worked 6,236 Pay Periods during the PAGA Period. If the calculated number of Class Members, Workweeks, or Pay Periods exceeds Defendant's estimate by more than 10%, then the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of Class Members, Workweeks, or Pay Periods in excess of 10%. (¶8)
    - At final approval, the administrator represents that there are 232 Class Members. (Decl. of Lindsay Kline ¶6.) The Supplemental Declaration of Taras Kick filed August 28, 2023 confirms that the total workweeks implicated by the settlement are 17,861.58, which does not trigger the escalator clause. (Supp. Kick Dec. ¶3).
- The Net Settlement Amount ("Net") (**$441,666.67**) is the GSA less:
    - Up to **$275,833.33** (33 1/3%) for attorney fees (¶3.2.2);
    - Up to **$65,000** for attorney costs (*Ibid.*);
    - Up to **$10,000** for a service award to the proposed class representative (¶3.2.1); and
    - Estimated **$10,000** for settlement administration costs (¶3.2.3).
- Employer-side payroll taxes will be paid by Defendant separately from the GSA (¶3.1).

- Assuming the Court approves all maximum requested deductions, approximately $444,993.46 will be available for automatic distribution to participating class members. Assuming full participation, the average settlement share will be approximately $1,918.08. ($444,993.46 Net ÷ 232 class members = $1,918.08). In addition, each Aggrieved Employee will receive a portion of the PAGA penalty, estimated to be $38.82 per Aggrieved Employee. ($6,250 or 25% of $25,000 PAGA penalty ÷ 161 Aggrieved Employees = $38.82).
- There is no Claim Requirement (¶3.1).
- The settlement is not reversionary (¶3.1).
- Individual Settlement Share Calculation: Each Participating Class Member will receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (¶3.2.4) Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (¶3.2.4.2)
- PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($6,250) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (¶3.2.5.1)

- Tax Withholdings: Individual Class Payments will be allocated as 20% wages, 80% interest and penalties (¶3.2.4.1). The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. (¶3.2.5.2)
- Funding of Settlement: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator, as follows. Defendant shall make a first transfer to the Settlement administrator of $206,875 plus agreed employer payroll taxes no later than 21 days after the Effective Date, provided the Effective Date is at least three quarters (270 days) after the signing of this Settlement Agreement. Defendant will transfer $124,125 plus agreed employer payroll taxes before the end of the next quarter (meaning within ninety days) after the first transfer. This is considered the second transfer. Defendant will make four additional transfers to the Administrator of $124,125 per quarter plus agreed employer payroll taxes each subsequent quarter (every ninety days) which will then cause the amount agreed to be paid under this Settlement Agreement to be transferred in full four quarters after the first quarterly transfer was made by Defendant to the Administrator. (¶4.3)
    - The Administrator will make a proportionate first distribution under this Settlement Agreement within 15 days of receiving the second transfer from Defendant, meaning $331,000 plus employer payroll taxes will have been transferred, meaning a proportionate distribution of 40%. A second distribution under this Settlement Agreement will be made by the Administrator within 15 days of receiving the last transfer from Defendant, which will be four quarters after the first transfer of $124,125 plus employer payroll taxes. (*Ibid.*)

- Distribution: The Administrator will make two distributions, as set forth in Paragraph 4.3. The first distribution will be within 15 days after Defendant funds the first 40% of the Gross Settlement Amount, and the second distribution will be with 15 days after the Defendant funds the remaining 60% of the Gross Settlement Fund, as per Paragraph 4.3. The Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment in a proportionate percent amount each time. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶4.4)
- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. (¶4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the proposed cy pres recipient, subject to Court approval, without further amendment to this Agreement, consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties propose that funds represented by any uncashed or undeliverable checks shall be distributed to Public Citizen Foundation, a section 501(c)(3) non-profit organization. (¶4.4.3)

- The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (Decl. of Yazmin Gonzalez ISO Final ¶10; Decl. of Shahriyar Rahmati ¶3; Decl. of Taras Kick ISO Prelim ¶25; Decl. of Tom T. Nagashima ¶3.)

C. TERMS OF RELEASES

- Releases of Claims: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶5)
- Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, Plaintiff's PAGA Notice, or otherwise ascertained in the course of the Action. Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (¶5.4)
- Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are

deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action. (¶5.5)

- "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, management-level and exempt employees, attorneys, insurers, predecessors, successors, and assigns. (¶1.41)
- The named Plaintiff will also provide a general release and a waiver of the protections of Cal. Civ. Code §1542. (¶¶5.2-5.3)
- The releases are effective on the date when Defendant fully funds the entire Gross Settlement Amount, which would occur on the date of the final transfer of settlement funds pursuant to the payment plan in ¶4.3 of the agreement.

III. ANALYSIS OF SETTLEMENT AGREEMENT

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

As discussed more fully in the Order conditionally approving the settlement, "[i]n a class action lawsuit, the court undertakes the responsibility to assess fairness in order to prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action. The purpose of the requirement [of court review] is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties." See *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245 ("*Wershba*"), disapproved on another ground in *Hernandez v. Restoration Hardware* (2018) 4 Cal.5th 260 [Court needs to "scrutinize the proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned."] [internal quotation marks omitted].

"The burden is on the proponent of the settlement to show that it is fair and reasonable. However 'a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.'" See *Wershba, supra,* 91 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802. Notwithstanding an initial presumption of fairness, "the court should not give rubber-stamp approval." See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130. "Rather, to protect the interests of absent class members, the court must independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interests of those whose claims will be extinguished." *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In that determination, the court should consider factors such as "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." *Id.* at 128. This "list of factors is not exclusive and the court is free to engage in a balancing and weighing of factors depending on the circumstances of each case." *Wershba, supra,* 91 Cal.App.4th at pg. 245.)

A. A PRESUMPTION OF FAIRNESS EXISTS

The Court preliminarily found in its Order of May 1, 2023 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: 232

Number of notices mailed: 232

Number of undeliverable notices: 1

Number of opt-outs: 0

Number of objections: 0

Number of participating class members: **232**

(Kline Decl. ¶¶5-14.)

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

C. CLASS CERTIFICATION IS PROPER

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

D. ATTORNEY FEES AND COSTS

Class Counsel requests **$275,833.33** (33 1/3%) for attorney fees and **$61,673.21** for costs. (MFA at 14:15-16, 18:6-7.)

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

In the instant case, fees are sought pursuant to the percentage method, as cross-checked by lodestar. (MFA at pp. 14-18.) The $275,833.33 fee request is approximately one-third of the Gross Settlement Amount.

A lodestar is calculated by multiplying the number of hours reasonably expended by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is calculated using the reasonable rate for comparable legal services in *the local community* for noncontingent litigation of the same type, multiplied by the reasonable number of hours spent on the case.' " *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection* (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155 Cal.App.4th 1233, 1242-1243.

As to the reasonableness of the rate and hours charged, trial courts consider factors such as "the nature of the litigation, its difficulty, the amount involved, the skill required in its handling, the skill employed, the attention given, the success or failure, and other circumstances." *PLCM, supra*, 22 Cal.4th at p. 1096. "The evidence should allow the court to consider whether the case was overstaffed, how much time the attorneys spent on particular claims, and whether the hours were reasonably expended." *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

Attorney Kick represents that his firm spent a total of 660 hours on this action. (Declaration of Taras Kick ISO Final ¶6.) At hourly rates for four attorneys ranging from $650 to $900, the firm incurred a lodestar of $445,790 which implies a multiplier of 0.62 to reach the requested fees. (*Id.* at ¶7.) Kick represents that his own rate of $900 an hour was approved by other courts and lists several cases as examples. (*Id.* at ¶5.) He further represents that the other attorneys included in the firm's lodestar were also approved at the rates being presented in this motion, though he does not specify any cases for them. (*Ibid.*) He also provides a summary of his firm's work performed on the matter, though he does not aggregate the firm's hours by task so that the Court can make an informed decision as to how much time was spent on claims and the like. (*Id.* at ¶¶9-22.)

Nonetheless, the **$275,833.33** fee request represents a reasonable percentage of the total funds paid by Defendant. Further, the notice expressly advised class members of the fee request, and no one objected. (Kline Decl. ¶12, Exhibit A thereto.) Accordingly, the Court awards fees in the amount of **$275,833.33**.

Class Counsel requests **$61,673.21** in costs. This is less than the $65,000 cap provided in the settlement agreement (¶3.2.2). The amount was disclosed to Class Members in the Notice, and no objections were received. (Kline Decl. ¶12, Exhibit A thereto.) Costs include: DKA Statistical Consulting ($36,437), Judicate West ($9,070), and Berger Consulting Group ($2,502.50). (Kick Decl. ISO Final ¶25.) One item of note in the disbursements is a cost of $720 for "Law Office of Raquel Kuronen." Kick represents that this expense was for investigative and translation services with potential witnesses who are Spanish speaking. (Kick Supp. Dec. ¶4) He characterizes this as non-legal work and represented at hearing that the charge was $100 per hour.

The Court concurs that translation services may be a necessary expense. The work of interviewing witnesses is often done by non-legal professionals and is generally allowable as a cost, provided it is reasonable. A cost $100 is reasonable for this type of service.

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

For all of the foregoing reasons, costs of **$61,673.21** are approved.

E. SERVICE AWARD TO CLASS REPRESENTATIVE

Service awards are established in California and the Ninth Circuit in class actions. See *Cellphone Termination Fee Case* (2010), 186 Cal.App.4th 1380, 1393-1394 (noting the "scholarly debate about the propriety of individual awards to named plaintiffs" and the "surprising dearth of California authority directly addressing this question"); *In re Apple Device Litigation* (9th Cir. 2022) 50 F. 4th 769, 785; Roes, 1-2 v. SFBSC Mgmt., LLC (9th Cir. 2019) 944 F.3d 1035, 1057 (reasonable incentive awards are permitted to compensate class representatives for work on behalf of the class and financial or reputational risk undertaken in bringing the action).

Their apparent purpose is to reimburse actual expenses or to compensate a plaintiff where the market would not otherwise produce a plaintiff. *In Re Continental Securities Litigation* (7th Cir. 1992) 962 F. 2d 566, 571-572. There is some question as to their continuing viability. See *Johnson v. NPAS Solutions* (11th Cir. 2020) 975 F.3d 1244;

Fikes Wholesale, Inc. v. Visa U.S.A., Inc. (2d Cir. 2023) 62 F.4th 704 (Concurring opinions). However, under existing California and Ninth Circuit authority they are permitted where there is a showing of the time and effort expended by the individual and a reasoned explanation of financial or other risks undertaken by the class representative. See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807; see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 ["Criteria courts may consider in determining whether to make an incentive award include: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. (Citations.)"]. Although no amount is set, in the Ninth Circuit many courts have found $5,000 presumptively reasonable. See *Morrison v. Am. Nat'l Red Cross* (N.D.Cal. Jan. 8, 2021, No. 19-cv-02855-HSG) 2021 U.S.Dist.LEXIS 4043, at *24 (citing cases).

In determining the reasonableness of a requested incentive award, some courts have considered, among other factors, the proportionality between the incentive award requested and the average class member's recovery. *Id.* See also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412-413. (Service award that was approximately twice what was paid to class members was appropriate exercise of Court's discretion). A service award is not appropriately an additional consideration for a release of additional claims. See *Grady v. RCM Techs., Inc.* (C.D.Cal. May 2, 2023, No. 5:22-cv-00842 JLS-SHK) 2023 U.S.Dist.LEXIS 84145, at *24-32 and cases cited therein.

Class Representative Yazmin Gonzalez requests a service award of **$10,000,** or approximately five times the average class award. (MFA at 19:4-5.) She represents that her contributions to the action include: providing documents for her attorneys, speaking with her attorneys regarding the facts of the case, maintaining regular contact with her attorneys, providing them with information upon request, being available by phone during both mediations, and reviewing the settlement. She estimates spending approximately 70 hours on the case over the three years it has been pending. (Declaration of Yazmin Gonzalez ISO Final ¶7.) She asserts that she has concerns about how a lawsuit could potentially affect her job prospects, though she has not shown that this has occurred. (*Id.* at ¶6.) She does not indicate she was deposed, lost time at work due to this action, or took on any financial risk in its prosecution other than the potential impact on her job prospects.

In light of the above-described contributions to this action, and in acknowledgment of the benefits obtained on behalf of the class, including the size f average recovery, a **$7,000** service award to Plaintiff is reasonable and approved.

F. SETTLEMENT ADMINISTRATION COSTS

The Settlement Administrator, Simpluris, Inc., requests **$10,000** in compensation for its work in administrating this case. (Kline Decl. ¶18.) At the time of preliminary approval, costs of settlement administration were estimated at $10,000 (¶3.2.23). Class Members were provided with notice of this amount and did not object. (Kline Decl. ¶12, Exhibit A thereto.)

Accordingly, settlement administration costs are approved in the amount of **$10,000.**

IV. CONCLUSION AND ORDER

The Court hereby:

(1) Grants class certification for purposes of settlement;

(2) Grants final approval of the settlement as fair, adequate, and reasonable;

(3) Awards **$275,833.33** in attorney fees to Class Counsel, The Kick Law Firm, APC;

(4) Awards **$61,673.21** in litigation costs to Class Counsel;

(5) Approves payment of **$18,750** (75% of $25,000 PAGA penalty) to the LWDA;

(6) Awards **$7,000** as a Class Representative Service Award to Yazmin Gonzalez;

(7) Awards **$10,000** in settlement administration costs to Simpluris, Inc.;

(8) Orders class counsel to provide notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor Code §2699 (l)(3); and

(9) Sets a Non-Appearance Case Review re: Final Report re: Distribution of Settlement Funds for October 31, 2025 at 8:30 a.m. Final Report is to be filed five court days in advance. If there is unpaid residue or unclaimed or abandoned class member funds and/or interest thereon to be distributed to Public Citizen Foundation, Plaintiff's counsel shall also submit an Amended Judgment pursuant to Cal. Code of Civ. Pro. § 384 and give notice of the Judicial Council of California upon entry of the Amended Judgment, when entered, pursuant to Cal. Code of Civ. Pro. §384.5.

Dated: 8/31/2023

Maren E. Nelson

MAREN E. NELSON

Judge of the Superior Court