

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

ANA GARCIA, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

STG INTERNATIONAL, INC., a
Virginia Corporation,

Defendant.

Case No.: 20-cv-1701-AJB-AHG

FINAL ORDER AND JUDGMENT

Plaintiff Ana Garcia (“Plaintiff”) brings this wage and hour class and collective action (the “Action”) against STG International, Inc. (“Defendant”). On January 5, 2023, this Court granted Plaintiff’s motion for preliminary approval of class and collective action settlement and ordered that the court-approved Class Notice of Settlement be issued to the Class and Collective. (Doc. No. 40.). Plaintiff now moves for final approval of class action settlement pursuant to Federal Rule of Civil Procedure 23(e) and 29 U.S.C. § 216(b), and for attorneys’ fees, costs, and a class representative service award pursuant to the terms of the Class and Collective Action Settlement Agreement (“Settlement Agreement”) and the attorneys’ fee provisions of the California Labor Code and Fair Labor Standards Act. Defendant does not oppose Plaintiff’s motions.

1 Upon due consideration, the Court **GRANTS** Plaintiff's motions and **ORDERS** as
2 follows:

3 1. The Court has jurisdiction over the subject matter of the Action and all Parties
4 to the Action, including all members of the Class and Collective.

5 2. The Court finds, for settlement purposes only, that the Class meets the
6 requirements of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure and the
7 Collective meets the requirements of 29 U.S.C. § 216(b).

8 3. The Court approves and incorporates the Settlement Agreement, on file with
9 the Court (Settlement Agreement, Doc. No. 35-2), and certifies the Class and Collective
10 pursuant to the Settlement Agreement's terms and conditions as follows:

11 a. The "California Class" is defined as "any and all non-exempt
12 employees who worked in the ICE Detention Centers for Defendant in
13 California during the 'California Class Period.'" (*Id.* at 31.) The Class
14 Period "means August 31, 2016 through October 16, 2021." (*Id.*)

15 b. The "PAGA Members" are defined as members of the California Class
16 who worked during the PAGA Period. The PAGA period means
17 August 10, 2019 through October 16, 2021.

18 c. The "FLSA Collective" is defined as "any and all non-exempt
19 employees who worked in the ICE Detention Centers for Defendant in
20 the United States of America other than the State of California during
21 the 'FLSA Collective Period.'" (*Id.* at 33.) The FLSA Collective
22 period "means August 31, 2017 through October 16, 2021" (*Id.*)

23 4. The Court finds, for settlement purposes only, that class certification under
24 Federal Rule of Civil Procedure 23(b)(3) is appropriate because (a) the Class are so
25 numerous that joined of all of them is impracticable; (b) there are questions of law and
26 fact common to the Class which predominate over any individual questions; (c) the claims
27 of the individually named Plaintiff are typical of the claims of the Class; (d) Plaintiff and
28 her counsel fairly and adequately represented and protected the interests of the class;

1 (e) questions of law or fact common to the Class predominate over any individual
2 questions affecting only individual members; (f) a class action is superior to other
3 available methods for fairly and adjudicating the matter at hand.

4 5. The Court further finds the Settlement Agreement is fair, reasonable,
5 adequate, and in the best interests of the Class and Collective. The Court finds that the
6 Settlement substantially fulfills the purposes and objectives of the class action and
7 provides beneficial relief to the Class and Collective. The Court also finds that (a) the
8 non-reversionary Gross Settlement Amount is fair and reasonable to the Class and
9 Collective when balanced against the probable outcome of further litigation relating to
10 class certification, liability and damages issues and potential appeals; (b) significant
11 investigation, research, and discovery, have been conducted by counsel for each Party and
12 they are able to reasonably evaluate their positions; (c) settlement at this time avoids
13 substantial costs, delay, and risks that would be presented by the further prosecution of
14 the litigation; and (d) the proposed Settlement has been reached through intensive, serious,
15 and non-collusive arms' length negotiations between the Parties facilitated by an
16 experienced mediator.

17 6. The Court finds notice to the Class and Collective, as set forth in the
18 Settlement Agreement, has been completed in conformity with the terms of the Settlement
19 Agreement and the Court's Order Granting Plaintiff's Unopposed Motion for Preliminary
20 Approval of Class and Collective Action Settlement. (Doc. 40.) The Court finds that the
21 notice issued is the best practicable notice under the circumstances. The notice provided
22 due and adequate notice and information about the proceedings, the method to object to
23 the Settlement, and the method to request exclusion of the Settlement, and further advises
24 the Collective of their right to participate in the Settlement.

25 7. Plaintiff and Class Counsel, by filing the Settlement Administrator's
26 declaration and supplemental declaration in advance of the Final Approval Hearing Date,
27 have duly notified the Court of the Class Members who requested exclusion from the
28 Settlement Agreement, and have duly notified the Court regarding the absence of any

1 objection to the Settlement Agreement. There were no requests for exclusion or objections
2 to the settlement filed, and the time to do has passed. There being no issues raised with
3 respect to the settlement or the Court's preliminary approval order, the Court reaffirms
4 and incorporates herein its prior findings and conclusions. (Doc. No. 40.)

5 8. The Court, based on Class Counsel's confirming declaration, Defendant
6 provided written notice of the Settlement on the U.S. Attorney General and the appropriate
7 California state officials, along with the appropriate state official in every state where a
8 Class Member resides, in accordance with the Court's Preliminary Approval Order.

9 9. The Court approves Nicholas J. Ferraro and Lauren N. Vega of Ferraro Vega
10 Employment Lawyers, Inc. as Class Counsel.

11 10. The Court approves Ana Garcia as the Class Representative.

12 11. The Court approves Phoenix Settlement Administrators as the Settlement
13 Administrator.

14 12. The Court finds that the Gross Settlement Amount, Net Settlement Amount
15 and methodology used to calculate and distribute each Class and Collective Member's
16 individual settlement share is fair and reasonable, and authorizes the Settlement
17 Administrator to pay the Settlement Class according to the terms of the Settlement
18 Agreement.

19 13. Because of the employment nature of the claims and allegations, and the
20 federal government contracts and funding under which the class members were employed,
21 the Court finds that the chosen *cy pres* recipient, Hire Heroes USA—a non-profit
22 organization that helps veterans, service members, and their spouses succeed in civilian
23 employment—bears an appreciable nexus to the action and is thus an appropriate *cy pres*
24 recipient.

25 14. Plaintiff shall be paid a Class Representative Service Award in the amount
26 of \$10,000, which the Court finds to be fair and reasonable under the circumstances of
27 this case.
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1 15. Class Counsel shall be paid \$732,900 as attorneys' fees, reflecting 30% of
2 the Gross Settlement Amount of \$2,443,000, in accordance with the Settlement
3 Agreement, which the Court finds to be fair and reasonable under the circumstances of
4 this case. Class Counsel has provided sufficient documentation detailing the number of
5 hours incurred and the hourly compensation to which the attorneys are reasonable entitled
6 to in connection with their Motion for Attorneys' Fees and Costs. Class Counsel has
7 sufficiently explained the basis for the upward departure from the 25% benchmark, which
8 the Court finds is supported by the records provided and the robust and significant relief
9 achieved in this Action on behalf of the Class and Collective.

10 16. Class Counsel shall be paid \$12,371.52 for reimbursement of costs and
11 expenses from the Gross Settlement Amount, in accordance with the Settlement
12 Agreement, which the Court finds to be fair and reasonable under the circumstances of
13 this case. Class Counsel has also provided receipts and invoices documenting their
14 verified, actual costs incurred in connection with this Action.

15 17. The California Labor and Workforce Development Agency shall be paid
16 \$56,250 as the LWDA's 75% share of the civil penalties allocated in this Settlement
17 Agreement (\$75,000) under the Private Attorneys General Act, an amount the Court
18 approves.

19 18. Phoenix Settlement Administrators shall be paid Settlement Administration
20 Costs in the amount of \$25,000, which the Court approves as fair and reasonable.

21 19. Plaintiff and Defendant are ordered to implement the Settlement Agreement
22 according to its terms.

23 20. Plaintiff and Defendant are ordered to file a list of participating FLSA
24 Collective Members and redacted copies of the consent instruments no later than January
25 17, 2024.

26 21. The Court reserves exclusive and continuing jurisdiction over the Action,
27 Plaintiff, Defendant, and the Class and Collective for purposes of supervising the
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1 implementation, enforcement, construction, administration, and interpretation of the
2 Settlement and this Judgment.

3 22. Based on the foregoing, the findings made on the record at the final approval
4 hearing, and the entirety of the record, the Court hereby enters judgment for the Plaintiff
5 and the Class and Collective in accordance with the terms of the Settlement Agreement,
6 and this order is a final and appealable order.

7 **IT IS SO ORDERED.**

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9 Dated: April 14, 2023

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11 Hon. Anthony J. Battaglia
12 United States District Judge
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