

FILED
Superior Court of California
County of Los Angeles

MAR 02 2023

David W. Slayton, Executive Officer/Clerk of Court

By: N. Navarro, Deputy

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

JUAN BARROSO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SUPPLY & DEMAND, INC., a New York
Corporation; TIMOTHY P. CASE, an
individual; NATHAN DE LA RIONDA, an
individual, and DOE 1 through and
including DOE 10,

Defendants.

Case No.: 21STCV00585

~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: March 1, 2023

Time: 9:30 a.m.

Dept.: SSC-17

I. BACKGROUND

Plaintiff Juan Barroso sues his former employer, Defendants Supply & Demand, Inc. ("SDI"), Timothy P. Case, and Nathan De La Rionda (collectively, "Defendants"),

1 for alleged wage and hour violations. Defendant SDI is a video production company.
2 Plaintiff seeks to represent a class of Defendants' current and former non-exempt
3 production employees.

4 Plaintiff filed his complaint on January 6, 2021. On May 4, 2021, Plaintiff filed
5 a First Amended Complaint alleging causes of action for: (1) continuing wages (Labor
6 Code §§ 201.5, 203); (2) failure to provide compliant pay stubs (Labor Code § 226(a);
7 (3) failure to pay overtime (Labor Code §§ 510, 515, 1198); (4) failure to pay minimum
8 wages (Labor Code §§ 1194, 1197, 1197.1); (5) untimely wages (Labor Code §§ 204,
9 210); (6) unfair competition (Bus. & Prof. Code § 17200); (7) penalties under the
10 Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"); (8) failure to
11 provide records (Labor Code § 226(b)); and (9) failure to provide records (Labor Code
12 § 1198.5).

13 The parties attended mediation before Jeff Krivis, which resulted in their
14 acceptance of the mediator's recommendation. The terms of settlement were ultimately
15 finalized in a Stipulation of Settlement.

16 On April 11, 2022, the Court issued a "checklist" to the parties pertaining to
17 deficiencies with the proposed settlement. In response, counsel filed further briefing,
18 including an Amended Stipulation of Settlement.

19 On August 26, 2022, the Court issued another checklist pertaining to additional
20 concerns with the settlement. On August 29, 2022, the Court called the matter for
21 hearing and conferred with counsel regarding the checklist items. In response, counsel
22 filed additional briefing, including the Second Amended Stipulation of Settlement
23 attached to the Declaration of David Garrett ISO Continued MPA as Exhibit 1. All
24 references below are to that agreement.
25

1 The settlement was preliminarily approved on September 29, 2022. Notice was
2 given to the Class Members as ordered (see Declaration of Madely Nava). Now before
3 the Court is Plaintiff's motion for final approval of the Settlement Agreement, including
4 for payment of fees, costs, and a service award to the named plaintiff. For the reasons
5 set forth below, the Court grants final approval of the settlement.

6 7 **II. THE TERMS OF THE SETTLEMENT**

8 9 **A. SETTLEMENT CLASS DEFINITION**

10 "Settlement Class" means all current and former non-exempt production
11 employees of Defendant who worked as crew members for Defendant in California at
12 any time from January 6, 2017 through January 31, 2022. (§1)

13 "Class Period" means the time period of January 6, 2017 through January 31,
14 2022. (*Ibid.*)

15 "Aggrieved Employees" means and refers to all production employees who were
16 issued an itemized wage statement by Defendant from October 16, 2019 through
17 January 31, 2022 (the "PAGA Period"). (§2.B)

18 19 **B. THE MONETARY TERMS OF SETTLEMENT**

20 The essential monetary terms are as follows:

- 21 • The Gross Settlement Amount ("GSA") is **\$450,000** (§3). This includes
22 payment of a PAGA penalty of **\$10,000** to be paid 75% to the LWDA (\$7,500)
23 and 25% to the Aggrieved Employees (\$2,500) (§3.C.5).
- 24 • The Net Settlement Amount ("Net") (**\$198,892**) is the GSA less:
 - 25 ○ Up to **\$150,000** (33 1/3%) for attorney fees (§3.C.4);

- Up to **\$25,000** for attorney costs (*Ibid.*);
- Up to **\$5,000** for a service award to the proposed class representative (¶3.C.3);
- Estimated **\$11,108** for employer-side payroll taxes (¶5.D); and
- Up to **\$50,000** for settlement administration costs (¶3.C.2).
- Employer-side payroll taxes shall be paid from the Gross Settlement Amount (¶8).
- Assuming the Court approves all maximum requested deductions, approximately \$206,775.32 will be available for automatic distribution to 5,838 participating class members. The average settlement share will be approximately \$34.50. The Settlement Administrator reports that the highest gross payment will be \$977.36 (Nava Dec. ¶ 14).
- There is no Claim Requirement (¶5).
- The settlement is not reversionary (¶3.C).
- Individual Settlement Share Calculation: From the Net Settlement Amount, the Claims Administrator will calculate each participating Settlement Class member's Individual Settlement Award based on the following formula: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of paystubs received during the Class Period, the numerator of which is the participating Settlement Class member's total paystubs received during the Class Period, and the denominator of which is the total paystubs received by all participating Class members who worked during the Class Period. (¶5.B)
 - The remaining 25% of the PAGA Payment [i.e., \$2,500] (the "Aggrieved Employees' PAGA Portion") will be paid to the Aggrieved Employees

1 based on the following formula: each participating Settlement Class
2 member shall receive a proportionate settlement share based upon the
3 number of paystubs received worked during the PAGA Period, the
4 numerator of which is the participating Settlement Class member's total
5 paystubs received during the PAGA Period, and the denominator of
6 which is the total paystubs received by all participating Settlement Class
7 members who worked during the PAGA Period. Aggrieved Employees
8 may not exclude themselves from the PAGA settlement. Whether or not
9 an Aggrieved Employees requests exclusion from the Class Settlement,
10 that Aggrieved Employee will receive his or her pro rata portion of the
11 Aggrieved Employees' PAGA Portion. (§3.C.5)

- 12 • Tax Withholdings: Each Settlement Award shall be allocated as follows: 33% as
13 wages, 67% as penalties and interest (§5.D).
- 14 • Funding of Settlement: The Gross Settlement Amount shall be deposited with
15 the Claims Administrator within thirty (30) calendar days of the Effective Date
16 (which, for this purpose, shall be defined as the date on which the Court enters
17 an Order granting Final Approval of the Settlement Agreement) or, solely in the
18 event that there are any objections to the Settlement Agreement (the filing of an
19 objection being a prerequisite to the filing of an appeal), the later of: (i) the last
20 date on which any appeal might be filed or (ii) the final resolution of any
21 appeal(s) – including expiration of any time to seek reconsideration or further
22 review. (§3.B)
- 23 • Distribution: Within ten (10) calendar days following the deposit by Defendant
24 of the Gross Settlement Amount with the Claims Administrator, the Claims
25 Administrator will calculate Individual Settlement Award amounts and provide

1 the same to the Parties' counsel for review and approval. Within seven (7)
2 calendar days of approval by the Parties' counsel, the Claims Administrator will
3 prepare and mail Individual Settlement Awards, less applicable taxes and
4 withholdings, to participating Settlement Class members. (§5.C)

- 5 • **Uncashed Settlement Payment Checks:** Each member of the Settlement Class
6 who receives an Individual Settlement Award must cash the check(s) within 180
7 days from the date the Settlement Administrator mails it/them. Any funds
8 payable to Settlement Class members whose checks were not cashed or
9 otherwise negotiated within 180 days after mailing will be transferred to the
10 State Controller's Office in the name of the Settlement Class member under the
11 unclaimed Property Laws. (§5.E)

12 **C. TERMS OF RELEASES**

- 13 • **Release by Settlement Class Members and Plaintiff:** Plaintiff and every member
14 of the Settlement Class (except those who opt out) will fully and forever
15 completely and irrevocably release and discharge the Released Parties, as
16 follows: (§2)
 - 17 ○ Upon funding of the Settlement following the Effective Date, Settlement
18 Class members will release all claims, demands, rights, liabilities, causes
19 of action, and issues of any kind or nature whatsoever that were pled
20 and/or alleged in the operative Complaint filed in the Lawsuit, or which
21 could have been pled in the operative Complaint in the Lawsuit, and
22 which in any way arises out of, is based on, or relates in any way to the
23 facts alleged in the Complaint through the date of final approval based on
24 the factual allegations therein, that arose during the Class Period
25

1 (“Released Claims”), including without limitation with respect to the
2 following claims: (¶2) (a) failure to pay continuing wages in violation of
3 Labor Code 201-203; (b) failure to provide compliant pay stubs in
4 violation of Labor Code §§ 226, 226.3, and 226.6; (c) failure to pay all
5 wages due for time worked, including overtime, in violation of Labor
6 Code §§ 201-210, 227.3, 246, 510, 515, 558, 558.1, 1193.6, 1194, 1194.2,
7 1197.1, 1197.5, and 98.6; (d) failure provide meal periods, or premium
8 pay for non-compliant meal periods in violation of Labor Code §§ 226.7,
9 512, 1198 and the applicable IWC Wage Order; (e) failure to authorize
10 and permit rest periods, or premium pay for non-compliant rest periods in
11 violation of Labor Code §§ 226.7, 512, 1198 and the applicable IWC
12 Wage Order; (f) failure to provide pay and personnel records in violation
13 of Labor Code §§ 1174, 1198, 1198.5; (g) a failure to reimburse business
14 expenses in violation of Labor Code § 2802; (h) penalties pursuant to
15 Labor Code §§ 2698, et seq. relating to the violations of the above and
16 including but not limited to alleged violations of Labor Code §§ 98.6,
17 201-210, 226(a), 226.3, 226.6, 226.7, 227.3, 246.5, 510, 512, 558, 558.1,
18 1174, 1194, 1197, 1197.1, 1197.5, 1198, 1199 and all applicable Wage
19 Orders; and, (i) all claims for unfair business practices that could have
20 been premised on the facts, claims, causes of action or legal theories
21 described above. (¶2.A)

- 22 • “PAGA Release as the Aggrieved Employees” means that, upon the Date of
23 Final Approval, once settlement checks are mailed to the Class Members by the
24 Claims Administrator, whether or not a Class Member chooses to opt out of the
25 Class Settlement, that Aggrieved Employee shall receive a check for his/her

1 portion of the PAGA Settlement and shall release all claims for penalties
2 pursuant to PAGA (Labor Code § 2698, et seq.) that were brought or could have
3 been brought based on the facts alleged in Plaintiff's October 16, 2020, notice
4 letter to the LWDA. (§2.C)

- 5 • "Released Parties" means Timothy P. Case, Nathan De La Rionda, Defendant,
6 and all of its past and present officers, directors, shareholders, unit holders,
7 managers, employees, agents, principals, heirs, representatives, accountants,
8 auditors, consultants, and their respective successors and predecessors in
9 interest, subsidiaries, affiliates, parents and attorneys. (§2)
- 10 • The named Plaintiff will also provide a general release and a waiver of the
11 protections of Cal. Civ. Code §1542. (§2.D)
- 12 • The class release is effective upon funding of the Settlement following the
13 Effective Date, which will occur within thirty (30) calendar days of the Effective
14 Date (§3.B). The PAGA Release is effective once settlement checks are mailed
15 to the Class Members by the Claims Administrator (§2.C)

16 17 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

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

1 As discussed more fully in the Order conditionally approving the settlement, “[i]n
2 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
3 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
4 action. The purpose of the requirement [of court review] is the protection of those class
5 members, including the named plaintiffs, whose rights may not have been given due
6 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
7 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
8 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
9 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
10 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
11 extent necessary to reach a reasoned judgment that the agreement is not the product of
12 fraud or overreaching by, or collusion between, the negotiating parties, and that the
13 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
14 quotation marks omitted].

15 “The burden is on the proponent of the settlement to show that it is fair and
16 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
17 reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to
18 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
19 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
20 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
21 1802. Notwithstanding an initial presumption of fairness, “the court should not give
22 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
23 116, 130. “Rather, to protect the interests of absent class members, the court must
24 independently and objectively analyze the evidence and circumstances before it in order
25 to determine whether the settlement is in the best interests of those whose claims will be

1 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
2 that determination, the court should consider factors such as “the strength of plaintiffs’
3 case, the risk, expense, complexity and likely duration of further litigation, the risk of
4 maintaining class action status through trial, the amount offered in settlement, the extent
5 of discovery completed and stage of the proceedings, the experience and views of
6 counsel, the presence of a governmental participant, and the reaction of the class
7 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
8 the court is free to engage in a balancing and weighing of factors depending on the
9 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

10 **A. A PRESUMPTION OF FAIRNESS EXISTS**

11 The Court preliminarily found in its Order of September 29, 2022 that the
12 presumption of fairness should be applied. No facts have come to the Court’s attention
13 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a
14 presumption of fairness as set forth in the preliminary approval order.

15 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

16 The settlement was preliminarily found to be fair, adequate and reasonable.
17 Notice has now been given to the Class and the LWDA. The notice process resulted in
18 the following:

19 Number of class members: 5,842

20 Number of notices mailed: 5,842

21 Number of undeliverable notices: 199

22 Number of opt-outs: 4

23 Number of objections: 0

24 Number of participating class members: **5,838**

25 (Declaration of Madely Nava (“Nava Decl.”) ¶¶5-13.)

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

5 **C. CLASS CERTIFICATION IS PROPER**

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

8 **D. ATTORNEY FEES AND COSTS**

9 Class Counsel requests **\$150,000** (33 1/3%) for attorney fees and **\$17,116.68** for
10 costs. (Motion for Attorneys' Fees at 1:12-14.)

11 Courts have an independent responsibility to review an attorney fee provision and
12 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
13 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
14 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
15 503.

16 In the instant case, fees are sought pursuant to the percentage method, as cross-
17 checked by lodestar. (Motion for Attorneys' Fees at pp. 4-10.) The \$150,000 fee request
18 is one-third of the Gross Settlement Amount.

19 A lodestar is calculated by multiplying the number of hours reasonably expended
20 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
21 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is calculated using the reasonable rate
22 for comparable legal services in *the local community* for noncontingent litigation of the
23 same type, multiplied by the reasonable number of hours spent on the case.' "

24 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
25

1 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
2 Cal.App.4th 1233, 1242-1243.

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

10 Attorney Harris represents that Class Counsel spent 212.5 hours on the action and
11 attaches a report of the hours and attorneys working on each task. (Declaration of Alan
12 Harris ISO Attorneys’ Fees ¶9, Exhibit 1 thereto.) It is not aggregated by task and thus it
13 cannot be determined whether the work done was reasonably necessary.

14 At hourly rates of \$210 to \$895 for the attorneys and staff, and using a blended
15 rate of \$801, counsel’s lodestar of \$170,188.50 implies a multiplier of 0.88. (*Ibid.*)
16 Harris represents that his firm’s hourly rates have been approved in connection with
17 class-wide settlements in the state and federal courts and by other courts in Los Angeles
18 and San Francisco. (*Id.* at ¶17.)

19 Harris contends that expert Peter Zeughauser has opined this is an appropriate rate.
20 There is no appropriate foundation laid for the opinion nor is it directed to the type of
21 work done in this matter.

22 Harris also relies upon the Laffey matrix. The reference to the Laffey matrix is
23 unpersuasive as it too does not reflect rates charged by lawyers handling wage and hour
24 class actions in Southern California.

1 As to the representation that counsel's rates have been approved by other courts
2 (Harris Dec. ¶17) no order from the cited cases has been provided. On its own motion
3 and pursuant to Evid. Code section 452(c) the Court takes judicial notice of the orders
4 awarding fees awarded in the following cases cited by Harris: *Roach v. Red Bull*, Los
5 Angeles Superior Court Case No. BC663866 (2017); *Marine v. Giltner, Inc.*, Los
6 Angeles Superior Court Case No. BC587123 (2017); *Villanueva v. Mesquite*
7 *Productions, Inc.*, Case No. 20STCV37528 (2022); *Cooley v. Nurulize, Inc.*, Case No. 16
8 20STCV10754 (2022); *Martinez v. Stink*, Case No. 20STCV10301 (2022); *Perry v.*
9 *Picrow, Inc.*, Case No. 20STCV39699 (2022); *Schwanke v. Sony Pictures Studios, Inc.*,
10 Case No. 19STCV35960 (2022); *Tippin & Osby v. Universal Television LLC*, Case No.
11 19STCV23315 (2022); *Chavez v. Open 4 Business Productions LLC*, Case No.
12 19STCV25663 (2022); *Schwanke v. Universal Television LLC*, Case No. 19STCV35785
13 (2022).

14 Case No. 20STCV10754 is not a wage and hour class action. It is entitled *Crespo*
15 *v. Korshec*. It appears to be a case in which Plaintiffs' counsel was not involved. In none
16 of the other cited cases was the hourly rate of counsel "approved" or any lodestar analysis
17 completed.

18 The Court declines to find a "blended rate" of \$801 an hour reasonable for a case
19 of this type in this jurisdiction or to make any finding that the time spent was reasonable
20 given the lack of accurate data from which to make a proper lodestar analysis.

21 However, the **\$150,000** fee request represents a reasonable percentage of the total
22 funds paid by Defendant. Further, the notice expressly advised class members of the fee
23 request, and no one objected. (Nava Decl. ¶12, Exhibit A thereto.) Accordingly, the
24 Court awards fees in the amount of **\$150,000**.

1 Class Counsel requests **\$17,116.68** in costs. This is less than the \$25,000 cap
2 provided in the settlement agreement (§3.C.4). The amount was disclosed to Class
3 Members in the Notice, and no objections were received. (Nava Decl. ¶12, Exhibit A
4 thereto.) Costs include: Mediation (\$8,000), Expert Fees (\$4,677.75), and Filing
5 Fees/Attorney Services (\$2,934.93). (Harris Decl. ISO Attorneys' Fees ¶9, Exhibit 2.)

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

8 For all of the foregoing reasons, costs of **\$17,116.68** are approved.

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

10 Service awards are established in California and the Ninth Circuit. *See Cellphone*
11 *Termination Fee Case (2010)*, 186 Cal.App.4th 1380, 1394 (noting the "scholarly debate
12 about the propriety of individual awards to named plaintiffs" and the "surprising dearth
13 of California authority directly addressing this question"); *Roes, 1-2 v. SFBSC Mgmt.,*
14 *LLC* (9th Cir. 2019) 944 F.3d 1035, 1057 (reasonable incentive awards are permitted to
15 compensate class representatives for work on behalf of the class, financial or
16 reputational risk undertaken in bringing the action). There is some question as to their
17 continuing viability. *See Johnson v. NPAS Solutions* (11th Cir. 2020) 975 F.3d 1244.
18 Nonetheless, under existing California and Ninth Circuit authority they are permitted
19 where there is a showing of the time and effort expended by the individual and a
20 reasoned explanation of financial or other risks undertaken by the class representative.
21 *See Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
22 see also *Cellphone Termination Cases (2010)* 186 Cal.App.4th 1380, 1394-1395
23 ["Criteria courts may consider in determining whether to make an incentive award
24 include: (1) the risk to the class representative in commencing suit, both financial and
25 otherwise; (2) the notoriety and personal difficulties encountered by the class

1 representative; (3) the amount of time and effort spent by the class representative; (4) the
2 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
3 class representative as a result of the litigation. (Citations.)”].

4 Class Representative Juan Barroso requests an enhancement award of **\$5,000**.
5 (Motion for Attorneys’ Fees at 11:18-20.) He represents that his contributions to this
6 action include: conferring with his counsel about the case, providing correspondence and
7 documentation relevant to the claims in this action, analyzing and providing data, having
8 discussions with class members regarding the progress of the case and the proposed class
9 settlement, consulting with counsel before, during and after settlement discussions, and
10 reviewing the settlement agreement. (Declaration of Juan Barroso ISO Final ¶¶10-11.)
11 He estimates spending over 25 hours on the case. (*Id.* at ¶13.) He indicates his
12 awareness of the risk that by acting as a class representative other companies might be
13 hesitant to hire him in the future, though he has not shown that this has occurred. (*Id.* at
14 ¶12.)

15 That which was done is largely that expected of any plaintiff. The amount
16 requested is far in excess of the average recovery per class member. However, it is also
17 true that in the Ninth Circuit a \$5,000 award is "presumptively reasonable" in a labor
18 case. *See Staton v Boeing Corp.* (9th Cir. 2003) 327 F. 3d 938, 976; *Harris v. Vector*
19 *Marketing Corp.* 2012 U.S. Dist. LEXIS 13797 (N.D. Cal. 2012)(gathering cases); *Reyes*
20 *v. CVS Pharm., Inc.* (2016) 2016 U.S. Dist. LEXIS 84721 (E.D. Cal. 2016); *Jarrell v.*
21 *Amerigas Propane, Inc.* (N.D. Cal. 2018) 2018 U.S. Dist. LEXIS 58619.

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

25 //

1 **F. SETTLEMENT ADMINISTRATION COSTS**

2 The Settlement Administrator, ILYM Group, Inc., requests **\$50,000** in
3 compensation for its work in administering this case. (Nava Decl. ¶15.) At the time of
4 preliminary approval, costs of settlement administration were estimated at \$50,000
5 (¶3.C.2). Class Members were provided with notice of this amount and did not object.
6 (Nava Decl. ¶12, Exhibit A thereto.)

7 Accordingly, settlement administration costs are approved in the amount of
8 **\$50,000**.

9
10 **IV. CONCLUSION AND ORDER**

11 The Court hereby:

- 12 (1) Grants class certification for purposes of settlement;
13 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
14 (3) Awards **\$150,000** in attorney fees to Class Counsel, Harris & Ruble;
15 (4) Awards **\$17,116.68** in litigation costs to Class Counsel;
16 (5) Approves payment of **\$7,500** (75% of \$10,000 PAGA penalty) to the LWDA;
17 (6) Awards **\$5,000** as a Class Representative Service Award to Juan Barroso;
18 (7) Awards **\$50,000** in settlement administration costs to ILYM Group, Inc.;
19 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
20 and containing the class definition, full release language, and the names of the
21 class members who opted out¹ by March 9, 2023;

22
23

24 ¹ At oral argument counsel for Defendants urged that disclosure in the public records of the
25 names of persons who elected to opt-out is “unfair” to these individuals. The purpose of this
 requirement is to make clear who is (and is not) bound by the Judgment. Absent a showing

1 (9) Orders class counsel to provide notice to the class members pursuant to
2 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
3 Code §2699 (1)(3); and

4 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
5 Settlement Funds for December 15, 2023 at 8:30 a.m. Final Report is to be filed
6 five court days in advance.

7
8
9 Dated:

3/2/23



MAREN E. NELSON

Judge of the Superior Court

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
submitted with the proposed form of judgment that unfairness would arise, the Judgment shall
contain the names of those who are not bound by it.