

David R. Greifinger, Esq. (SBN 105242)
Calvin A. Marshall, Esq. (SBN 318587)
LAW OFFICES OF DAVID R. GREIFINGER
15515 W. Sunset Boulevard, Unit 214
Pacific Palisades, California 90272
Telephone: (424) 330-0193
Facsimile: (831) 920-4864
Email: tracklaw@me.com
Email: calvin@greifingerlaw.com

Attorneys for Plaintiff, KATHERINE TOWNSEND

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

KATHERINE TOWNSEND, an individual,
on behalf of herself, and on behalf of all
persons similarly situated,

Plaintiffs,

vs.

RO-AL, INC., a California Corporation;
PATRICK MOLLOY BASTIAN, an
individual; ALICE BASTIAN HAHN, an
individual; FRED HAHN, an individual; and
DOES 1 through 50 inclusive.

Defendants.

Case No. 20STCV18526

Hon. Yvette M. Palazuelos, Dept. SSC-9

CLASS ACTION

**NOTICE OF ORDERS RE: FINAL
APPROVAL AND NOTICE OF
JUDGMENT**

TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD HEREIN:

PLEASE TAKE NOTICE that on June, 2023, Hon. Yvette M. Palazuelos granted the Parties' Motion for Final Approval of class action settlement. The Court's June 6, 2023 Final Rulings / Orders RE: Motion for Final Approval is attached hereto as EXHIBIT 1. The Court's June 6, 2023 Minute Order is attached hereto as EXHIBIT 2. The Court's June 6, 2023 Judgment is attached hereto as EXHIBIT 3.

PLEASE TAKE FURTHER NOTICE that the Court set a Non Appearance Case Review for June 13, 2024 at 8:30 a.m. in Department 9 of the above referenced court.

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June 7, 2023

THE LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
CALVIN A. MARSHALL
Attorneys for Plaintiff KATHERINE
TOWNSEND

EXHIBIT 1

06/06/2023

David W. Slayton, Executive Officer / Clerk of Court

FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL

By: R. Arraiga Deputy

Katherine Townsend v. Ro-Al, Inc., et al., Case No. 20STCV18526

Objector Kayla Sallee's Objection is **OVERRULED**.

The Parties' Motion for Final Approval of class action settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is \$225,000.
- B. The Net Settlement Amount is the GSA minus the following:
 - \$75,000 (25%) for attorneys' fees to Class Counsel, the Law Offices Of David R. Greifinger;
 - \$6,507.73 for attorney costs to Class Counsel;
 - \$5,000 for an enhancement award to the class representative, Katherine Townsend;
 - \$13,000 for claims administration costs to CPT Group, Inc.;
 - \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.
- C. Employer share of the payroll taxes on the taxable portion of the settlement payments, including but not limited to the employer FICA, FUTA, and SDI contributions, shall be paid separately from the GSA by Defendant.
- D. Plaintiffs release of Defendants from claims described herein.

By **July 6, 2023**, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1) (3).

By **June 6, 2024**, Class Counsel must file a Final Report re: Distribution of the settlement funds.

Court sets a **Non-Appearance Case Review for June 13, 2024, 8:30 AM, Department 9.**

//

I.
INTRODUCTION

A. Background

This is a wage and hour class action. Defendants operate a bar and restaurant called Patrick Molloy's, which serves food and alcohol in Los Angeles, California. Plaintiff filed her First Amended Complaint on December 14, 2020, alleging causes of action for (1) Failure to Pay Overtime Compensation and Liquidated Damages (Lab. Code, §§ 510, 1194, 1194.2, & 1198); (2) Failure to Pay Minimum Wages and Liquidated Damages (Lab. Code, §§ 1182.12, 1194, 1194.2, 1197.1, & 1198, and Cal. Code Regs., tit. 8, § 11050); (3) Failure to Provide Meal Periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050); (4) Failure to Provide Rest Periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050); (5) Failure to Provide Itemized Wage Statements (Lab. Code, § 226); (6) Failure to Reimburse Business Expenses (Lab. Code, §§ 2800 & 2802); (7) Failure to Provide Adequate Seating (Lab. Code, § 1198 and Cal. Code Regs., tit. 8, § 11050, subd. (14)); (8) Improper Receipt and Distribution of Gratuities (Lab. Code, § 351); (9) Failure to Pay Wages Upon Termination of Employment (Lab. Code, § 203); (10) Civil Penalties under Labor Code section 558; (11) Unfair Competition (Bus. & Prof. Code, § 17200, et. seq.); and (12) Penalties Under the Private Attorneys General Act (Lab. Code, § 2698, et. seq.)

Counsel represents that Plaintiff engaged in informal discovery which required Defendants to produce the following information and documents: a putative class list; all applicable policies provided to putative class members (during the class period) related to allegations in the complaint including, Overtime, Meal Breaks [e.g. policies, waiver forms, waiver revocation forms, requests for premiums/notification of missed meal], Rest Breaks, Timekeeping/Clocking In and Out/Attendance, Reimbursement of Business Expenses, Provision of Adequate Seating, Distribution of Gratuities, and any job descriptions for hourly employees; Statistically valid sample data for putative class members, including timekeeping data and information, including time audits and adjustment reports, and payroll data; paystubs for Plaintiff; and financial data for 2018 through 2020. It is further represented that Plaintiffs' Counsel received the requested documentation, which included approximately 6000 pages of documents and 39 extensive spreadsheets. Counsel also represents that the document and data exchange enabled Jarrett Gorlick, CFP of Berger Consulting Group

to perform a statistically significant damages analysis for the Settlement Class.

Counsel engaged in a protracted exchange of settlement offers and counteroffers over a two-month period before agreeing on terms of settlement, a fully executed copy of which was filed with the Court on September 13, 2021 attached to the Declaration of David R. Greifinger ("Greifinger Decl.") ISO Preliminary Approval as Exhibit 4.

On January 4, 2022, the Court issued a checklist of items for the parties to address and continued preliminary approval. In response, on March 1, 2022, counsel filed a fully executed Amended Settlement Agreement.

On April 20, 2022, the Court issued another checklist of items for the parties to address and again continued preliminary approval. In response, on July 5, 2022, counsel filed a fully executed Second Amended Settlement Agreement.

The Court granted preliminary approval on July 28, 2022.

The Parties now move for final approval of the proposed class action settlement.

B. Definitions

"Class Member(s)" or "Settlement Class": all persons who are or were hourly paid and/or non-exempt employees of Ro-Al, Inc., Patrick Molloy Bastian, Or Alice Bastian Hahn at Patrick Molloy's Sports Pub in the State of California, at any time during the Class Period. (Settlement Agreement, ¶6.)

"Class Period": May 12, 2016, through the date of Preliminary Approval of this Settlement. (¶7)

There are 308 Class Members. (Declaration of Erin La Russa ("La Russa Decl."), ¶5.)

"PAGA Employees": individuals who worked for Defendants as hourly paid and/or non-exempt employees at Patrick Molloy's Sports Pub in California during the PAGA Period. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under PAGA. (¶18)

"PAGA Period": October 7, 2019, through the date of Preliminary Approval of the Settlement. (§20)

There are 73 PAGA Employees. (La Russa Decl., §16.)

The Parties stipulate to class certification for settlement purposes only. (§86)

C. Terms of Settlement Agreement

The essential terms are:

- The Maximum Settlement Amount is \$225,000, non-reversionary. (§14)
- The Net Settlement Amount (\$110,000) is the Maximum Settlement Amount minus the following:
 - Up to \$75,000 (1/3) for attorney fees (§36);
 - Up to \$10,000 for litigation costs (Ibid.);
 - Up to \$7,500 for a service award (§37);
 - Up to \$15,000 for claims administration (§38); and
 - \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA (§39).
- Defendants will be separately responsible for any employer payroll taxes required by law, including but not limited to the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Maximum Settlement Amount. (§14)
- Funding of the Settlement: Within 10 calendar days of the Effective Date, Defendants will make a one-time deposit of the Maximum Settlement Amount of \$225,000 into a Qualified Settlement Account to be established by the Settlement Administrator. (§35)
- There is no claims process. (§42.d)
- Individual Settlement Payments: The Settlement Administrator shall calculate Individual Settlement Payments as follows: The Settlement Administrator will first calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. (§42.a) To determine each Class Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. Each Class

Member's Individual Settlement Payment will then be apportioned pursuant to the percentages listed in Paragraph 41. (§42.b)

- o Taxes: 20% as wages and 80% as penalties and interest. (§41)

- PAGA Payments: The Settlement Administrator will use the following formula to calculate the Individual PAGA Awards for the PAGA Employees: Individual PAGA Award = [total value of PAGA Payment to be distributed to PAGA Employees, i.e., \$7,500.00] × [pay periods worked by the individual PAGA Employee during the PAGA Period ÷ total pay periods worked by all PAGA Employees during the PAGA Period]. (§39)

- o Taxes: 100% as penalties. (Ibid.)

- "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection, or Workweek Disputes. The Response Deadline will be 60 calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 60th calendar day falls on a Sunday or state holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. (§29) Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional 10 calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion, a Workweek Dispute, or an objection to the Settlement. (§48)

- o If more than 10% of the Class Members opt-out of the Settlement by submitting timely Request for Exclusion forms and/or if the combined Workweeks worked by Class Members who timely exclude themselves from the Settlement amounts to more than 10% of the total Workweeks worked by all Class Members, Defendants may, at their sole option, rescind and void the Settlement. (§71)

- Uncashed Checks: Funds represented by Individual Settlement Payment and/or PAGA Payment checks returned as undeliverable and Individual Settlement Payment checks and/or PAGA Payment checks remaining un-cashed for more than 180 calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, et seq., in the name of the Class Member to whom the check was issued, until such time that such Class Members claim their property. After this process is completed, the Settlement Administrator will prepare the Final Report regarding the distribution of the Maximum Settlement Amount, including the total amount that was cashed/deposited by Class Members and the total amount of any unpaid residue or unclaimed or abandoned funds that was distributed to the State Controller. In the event a

Participating Class Member fails to cash/deposit his or her Individual Settlement Payment check, the Participating Class Member shall nevertheless remain bound by the Settlement. (§59)

- The claims administrator will be CPT Group, Inc. (§31)
- The Second Amended Settlement was submitted to the LWDA on July 3, 2022. (See POS to LWDA.)
- Scope of the release: Upon the "Release Effective Date" (the date on which Defendants fully fund the Maximum Settlement Amount), and except as to rights or claims that may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims that arose during the Class Period. This release does not include claims that arose outside of the Class Period. Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Payments constitute payment of all sums allegedly due to them for the Released Claims. (§54)

o In addition to the release of Released Claims against the Released Parties made by all Participating Class Members, upon the Release Effective Date, all PAGA Employees - and the LWDA - shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims, which include all PAGA claims that were disclosed in Plaintiff's letter to the LWDA and alleged in the Operative Complaint, and which arose during the PAGA Period, including claims seeking civil penalties for failure to pay overtime compensation and liquidated damages; failure to pay minimum wages and liquidated damages, failure to provide meal periods; failure to provide rest periods; failure to provide itemized wage statements; failure to reimburse business expenses; failure to provide adequate seating; improper receipt and distribution of gratuities; failure to pay wages upon termination of employment; and civil penalties under Labor Code section 558. The PAGA Release includes claims for civil penalties based on violations of California Labor Code sections 203, 226, 226.7, 351, 510, 512, 558, 1182.12, 1194, 1194.2, 1197.1, 1198, 2698, et seq., 2800, and 2802. The Parties agree that there is no statutory right for any PAGA Employee to opt out or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under PAGA. This release does not include claims that arose outside of the PAGA period. (§55)

o "Released Claims" means all claims and allegations for the causes of action pled in the Operative Complaint on behalf of the putative Class or upon facts alleged in the Operative Complaint on behalf of the putative Class under state, federal or local law, whether statutory, common law or administrative, that arose during the Class Period ("Released Class Claim"). The causes of action pled in the Operative Complaint on behalf of the putative Class include claims for: failure to pay overtime compensation and liquidated damages (Lab. Code, §§ 510, 1194, 1194.2, & 1198); failure to pay minimum wages and liquidated damages (Lab. Code, §§ 1182.12, 1194, 1194.2, 1197.1, & 1198, and Cal. Code Regs., tit. 8, § 11050); failure to provide meal periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050); failure to provide rest periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050); failure to provide itemized wage statements (Lab. Code, § 226); failure to reimburse business expenses (Lab. Code, §§ 2800 & 2802); failure to provide adequate seating (Lab. Code, § 1198 and Cal. Code Regs., tit. 8, § 11050, subd. (14)); improper receipt and distribution of gratuities (Lab. Code, § 351); failure to pay wages upon termination of employment (Lab. Code, § 203); civil penalties under Labor Code section 558; and unfair competition (Bus. & Prof. Code, § 17200, et. seq.) Upon entry of final judgment and funding of the Maximum Settlement Amount, the PAGA Employees shall also release the Released Parties from all PAGA claims that were disclosed in Plaintiff's letter to the LWDA and alleged in the Operative Complaint, and which arose during the PAGA Period, as further specified below ("Released PAGA Claims"). Class Members who are not PAGA Employees shall not be deemed to have released their claims for PAGA penalties. Both the Class and PAGA Releases expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, or claims that arose outside the respective Class or PAGA Periods. Released Claims do not include claims that, as a matter of law, cannot be released. (§25)

o "Release Effective Date" shall mean the date on which Defendants fully fund the Maximum Settlement Amount. (§26)

o "Released Parties" means Defendants Ro-Al, Inc., dba Patrick Molloy's, Patrick Molloy Bastian, Alice Bastian Hahn, and Harry Frederick Hahn (including but not limited to the Estate of Harry Frederick Hahn), and all of their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of

the Released Claims, and Defendants' counsel of record in the Action. (¶27)

o Named Plaintiff will provide a general release and 1542 waiver. (¶70)

II. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. Counsel engaged in a protracted exchange of settlement offers and counteroffers over a two-month period before agreeing on terms of settlement. (Greifinger Decl., ¶13).

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that Plaintiff engaged in informal discovery which required Defendants to produce the following information and documents: a putative class list; all applicable policies provided to putative class members (during the class period) related to allegations in the complaint including, Overtime, Meal Breaks [e.g. policies, waiver forms, waiver revocation forms, requests for premiums/notification of missed meal], Rest Breaks, Timekeeping/Clocking In and Out/Attendance, Reimbursement of Business Expenses, Provision of Adequate Seating, Distribution of Gratuities, and any job descriptions for hourly employees; Statistically valid sample data for putative class members, including timekeeping data and information, including time audits and adjustment reports, and payroll data; paystubs for Plaintiff; and financial data for 2018 through 2020. (Id. at ¶10.) It is further represented that Plaintiffs' Counsel received the requested documentation, which included approximately 6000 pages of documents and 39 extensive spreadsheets. (Ibid.) Counsel also represents that the document and data exchange enabled Jarett Gorlick, CFP of Berger Consulting Group to perform a statistically significant damages analysis for the Settlement Class. (Ibid.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (Id. at ¶¶3-6 and Exhibits 1-2 thereto; Supplemental Declaration of David R. Greifinger ("Greifinger Decl.") ISO Preliminary Approval, ¶¶3-5 and Exhibit 1 thereto).

4. What percentage of the class has objected? One objector, who the court overruled. See below.

The Court concludes that the settlement is presumptively fair.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.) Class Counsel has provided information, summarized below, regarding the factual basis for, and estimated maximum exposure for each of the claims alleged.

CLAIM	MAX RECOVERY	REDUCED RECOVERY
Unpaid Wages	\$0	\$0
Unpaid Tips	\$739,920	\$73,992
Meal Period Violations	\$369,555	\$184,778
Rest Break Violations	\$435,757	\$65,364
Business Expenses	\$30,200	\$12,080
Waiting Time Penalties	\$582,949	\$58,295
Wage Statement Violations	\$155,850	\$15,585
PAGA Penalties	\$3,225,050	
TOTAL	\$5,539,281	\$410,094

(Greifinger 2nd Supp. Decl. ISO Preliminary Approval, ¶7-25.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See Weinstat v. Dentsply Intern., Inc. (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].)

4. Amount offered in settlement. Plaintiff's counsel obtained a \$225,000 non-reversionary settlement. This is approximately 4.1% to 54.9% of Plaintiff's estimated recovery, which is within the "ballpark" of reasonableness.

The total amount to be distributed to Participating Class Members is \$109,500. (La Russa Decl., ¶14.) The average gross Settlement Payment is estimated to be \$355.52, and the highest is \$3,023.78. (Ibid.) Further, the average gross PAGA Payment is estimated to be \$34.25, and the highest is \$110.86. (Id. at ¶16.)

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement.

Number of class members: 308 (La Russa Decl., ¶5.)
Number of notice packets mailed: 308 (Id. at ¶7.)
Number of undeliverable notices: 5 (Id. at ¶9.)
Number of opt-outs: 0 (Id. at ¶11.)
Number of objections: 1 (Id. at ¶12.)
Number of Participating Class Members: 308 (Id. at ¶13.)

Average individual payment: \$355.52 (Id. at ¶14.)
Highest estimated payment: \$3,023.78. (Ibid.)
Number of PAGA Employees: 73 (Id. at ¶16.)
Average individual payment: \$34.25 (Ibid.)
Highest estimated payment: \$110.86 (Ibid.)

Kayla Saltee ("Objector") mailed an Objection dated October 2, 2022, which was received October 5, 2022. (Exhibit A to Greifinger 2nd Supp. Decl. ISO Final.) As the grounds for her objection, Objector states "incorrect pay/hours. Never paid overtime. No breaks. Long hours. Inappropriateness." (Ibid.) The objection does not seem to object to the settlement or any provision thereof, but rather comments on Objector's work experience with Defendant.

As of December 14, 2022, CPT received one additional potential objection to the settlement, which required further clarification of the Class Member's intent. (LA Russa Decl., ¶12.) CPT sent a letter to this Class Member requesting further clarification; however, as of December 14, 2022, CPT has not received a response from this individual. (Ibid.)

The Objection is OVERRULED.

The Court concludes that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

Class Counsel, the Law Offices Of David R. Greifinger, request an award of \$75,000 in fees and \$6,507.73 in costs. (Motion ISO Fees: 1:3-5.)

The Settlement Agreement provides for fees up to \$75,000 (1/3) and costs up to \$10,000 (Settlement Agreement ¶36); class members were provided notice of the requested awards and none objected. (La Russa Decl., ¶12, and Exhibit A thereto; Exhibit A to Greifinger 2nd Supp. Decl. ISO Final.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.) Here, class counsel request attorney fees using the percentage method, with a lodestar crosscheck. (Motion ISO Fees, pgs. 1-9.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.) The fee request represents 25% of the gross settlement amount, which is the average generally awarded in class actions. (See In re Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated.

Biller	Rate	Hours	Total
Greifinger	\$725	101.6	\$73,660
Marshall	\$500	97.8	\$48,900
Total		199	\$122,560

(Supplemental Declaration of David R. Greifinger ("Greifinger Decl. ISO Final"), ¶39.)

Therefore, counsel represent spending 199.4 hours on the matter for a total lodestar of \$122,560, which would require a negative multiplier to yield the requested fee amount. (Ibid.)

As for costs, Class Counsel is requesting \$6,507.73 in costs. (Greifinger Decl. ISO Final, ¶40.) This is less than the \$10,000 cap provided for in the Settlement Agreement (¶36); for which Class Members were given notice which they deemed unobjectionable. La Russa Decl., ¶12, and Exhibit A thereto; Exhibit A to Greifinger 2nd Supp. Decl. ISO Final.)

To date, Class Counsel incurred a total of \$6,507.73 in costs. (Greifinger Decl. ISO Final, ¶40.) The costs include, but are not limited to, filing/service fees (\$3,248.20), expert costs (\$1,087.50), and Case Anywhere costs (\$1,034.40). (Ibid.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the court awards \$75,000 in attorney's fees and \$6,507.73 in costs.

D. Claims Administration Costs

The claims administrator, CPT Group, Inc., is requesting \$13,000 for the costs of settlement administration. (La Russa Decl., ¶17.) This is less than the estimated cost of \$15,000 provided for in the Settlement Agreement (¶38) and disclosed to class members in the Notice, and was not objected to. (La Russa Decl., ¶12, and Exhibit A thereto; Exhibit A to Greifinger 2nd Supp. Decl. ISO Final.)

The court awards claims administration costs in the requested amount of \$13,000.

//

//

E. Incentive Award to Class Representative

The Settlement provides for up to \$10,000 for Service Award to the Class Representative. (Settlement Agreement, ¶37.)

In connection with the final fairness hearing, the named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.'" Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit'" (Id. at 806-807, italics and ellipsis in original.)

Plaintiff Katherine Townsend represents that her contributions to this litigation include spending 25 hours communicating with counsel, beginning March of 2020 with Kozberg & Bodell LLP and, beginning in August of 2020, The Law Offices of David R. Greifinger. (Townsend Decl., ¶¶5-7.)

The Court notes these efforts are commendable, but not extraordinary. Based on the above, as well as the benefits obtained on behalf of the class, the court grants the enhancement award in the reduced amount of \$5,000.

III.
CONCLUSION

Based upon the foregoing, the Court orders that:

- 1) Objector Kayla Sallee's Objection is OVERRULED.
- 2) The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.
- 3) The essential terms are:

- A. The Gross Settlement Amount ("GSA") is \$225,000.
- B. The Net Settlement Amount is the GSA minus the following:
- \$75,000 (25%) for attorneys' fees to Class Counsel, the Law Offices Of David R. Greifinger;
 - \$6,507.73 for attorney costs to Class Counsel;
 - \$5,000 for an enhancement award to the class representative, Katherine Townsend;
 - \$13,000 for claims administration costs to CPT Group, Inc.;
 - \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.
- C. Employer share of the payroll taxes on the taxable portion of the settlement payments, including but not limited to the employer FICA, FUTA, and SDI contributions, shall be paid separately from the GSA by Defendant.
- D. Plaintiffs release of Defendants from claims described herein.
- 4) By July 6, 2023, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1) (3).
- 5) By June 6, 2024, Class Counsel must file a Final Report re: Distribution of the settlement funds.
- 6) Court sets a Non-Appearance Case Review for June 13, 2024, 8:30 AM, Department 9.

CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: June 6, 2023




YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

20STCV18526

KATHERINE TOWNSEND vs RO-AL, INC., et al.

June 6, 2023

10:00 AM

Judge: Honorable Yvette M. Palazuelos

Judicial Assistant: R. Arraiga

Courtroom Assistant: M. Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement (Motion for Attorney's Fees); Notice of Entry of Judgment;

The matter is NOT called for hearing.

The Court has received and reviewed the [proposed] Judgment lodged and emailed by Plaintiff on 12/21/2022.

The Court's tentative rulings/orders and tentative judgment were issued and served on the parties via Case Anywhere on 06/01/2023.

The parties submitted to the Court's tentative rulings/orders and judgment via the Case Anywhere message board on 05/30/2023.

No Objectors appear this date in court.

The Court now adopts its tentative RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT and JUDGMENT as the final order of the court. Said ruling is filed this date and is incorporated into the case file.

Judgment in the above-entitled matter is signed, filed, and entered this date.

The Court's ruling is as follows:

Objector Kayla Sallee's Objection is OVERRULED.

The Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement; Memorandum of Points and Authorities filed by Katherine Townsend on 12/21/2022 is Granted. The Parties' Motion for Final Approval of Class Action Settlement is GRANTED as the

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 9

20STCV18526

KATHERINE TOWNSEND vs RO-AL, INC., et al.

June 6, 2023

10:00 AM

Judge: Honorable Yvette M. Palazuelos

Judicial Assistant: R. Arraiga

Courtroom Assistant: M. Tavakoli

CSR: None

ERM: None

Deputy Sheriff: None

settlement is fair, adequate, and reasonable.

The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$225,000.

B. The Net Settlement Amount is the GSA minus the following:

\$75,000 (25%) for attorneys' fees to Class Counsel, the Law Offices Of David R. Greifinger;

\$6,507.73 for attorney costs to Class Counsel;

\$5,000 for an enhancement award to the class representative, Katherine Townsend;

\$13,000 for claims administration costs to CPT Group, Inc.;

\$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.

C. Employer share of the payroll taxes on the taxable portion of the settlement payments, including but not limited to the employer FICA, FUTA, and SDI contributions, shall be paid separately from the GSA by Defendant.

D. Plaintiffs release of Defendants from claims described herein.

By 07/06/2023, Class Counsel must give notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By 06/06/2024, Class Counsel must file a Final Report Re: Distribution of the Settlement Funds.

If report is NOT filed by said date an Order to Show Cause Re: Sanctions hearing will be set.

A Non-Appearence Case Review Re: Distribution is scheduled for 06/13/2024 at 08:30 AM in Department 9 at Spring Street Courthouse.

The Judicial Assistant to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all parties.

Clerk's Certificate of Service By Electronic Service is attached.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 06/06/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>R. Arraiga</u> Deputy
PLAINTIFF: Katherine Townsend		
DEFENDANT: Ro-Al, Inc., et al.		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER 20STCV18526

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Minute Order and FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION entered herein, on 06/06/2023, upon each party or counsel of record in the above entitled action, by electronically serving the document(s) on Case Anywhere at www.caseanywhere.com on 06/06/2023 from my place of business, Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012 in accordance with standard court practices.

David W. Slayton, Executive Officer / Clerk of Court

Dated: 06/06/2023

By: R. Arraiga

Deputy Clerk

EXHIBIT 3

06/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KATHERINE TOWNSEND, an) Case No.: 20STCV18526
individual, on behalf of)
herself, and on behalf of all)
persons similarly situated,)

Plaintiff,)

vs.)

) JUDGMENT

RO-AL, INC., a California)
Corporation; PATRICK MOLLOY)
BASTIAN, an individual; ALICE)
BASTIAN HAHN, an individual;)
FRED HAHN, an individual; and)
DOES 1 through 50 inclusive,)

Defendants.)
)
)
)

The Court finds as follows:

1 A. The Court granted preliminary approval of the Second
2 Amended Settlement Agreement ("Settlement Agreement") and
3 certified a provisional settlement class on July 28, 2022.

4 B. The Court granted final approval of the Settlement
5 Agreement on June 6, 2023, certified the settlement class with
6 no opt-outs, and found that the Settlement Agreement was fair,
7 adequate and reasonable.

8 C. The Court defined the following:

9 "Class Member(s)" or "Settlement Class": all persons who
10 are or were hourly paid and/or non-exempt employees of Ro-Al,
11 Inc., Patrick Molloy Bastian, or Alice Bastian Hahn at Patrick
12 Molloy's Sports Pub in the State of California, at any time
13 during the Class Period. (Settlement Agreement, ¶6.)

14 "Class Period": May 12, 2016, through the date of
15 Preliminary Approval of this Settlement. (¶7)

16 "PAGA Employees": individuals who worked for Defendants as
17 hourly paid and/or non-exempt employees at Patrick Molloy's
18 Sports Pub in California during the PAGA Period. The Parties
19 agree that there is no statutory right for any PAGA Employee to
20 opt out or otherwise exclude himself or herself from the PAGA
21 Payment and the associated release of claims and rights under
22 PAGA. (¶18)

23 "PAGA Period": October 7, 2019, through the date of
24 Preliminary Approval of the Settlement. (¶20)

1 IT IS ORDERED, ADJUDGED AND DECREED:

2 1. Plaintiff Katherine Townsend, an individual, on behalf
3 of herself, and on behalf of all persons similarly situated,
4 shall take from Defendants Ro-Al, Inc., a California
5 Corporation; Patrick Molloy Bastian, an individual; Alice
6 Bastian Hahn, an individual; Fred Hahn, an individual, as set
7 forth in the Parties' Settlement Agreement and the Court's
8 Approval Order entered June 6, 2023.

9
10 2. Defendants must pay Plaintiffs the Gross Settlement
11 Amount (GSA) of \$225,000. The Net Settlement Amount is the GSA
12 minus the following:

13 a. \$75,000 (25%) for attorneys' fees to Class
14 Counsel, the Law Offices Of David R. Greifinger;

15 b. \$6,507.73 for attorney costs to Class Counsel;

16 c. \$5,000 for an enhancement award to the class
17 representative, Katherine Townsend;

18 d. \$13,000 for claims administration costs to CPT
19 Group, Inc.;

20 e. \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.

21 Employer share of the payroll taxes on the taxable portion
22 of the settlement payments, including but not limited to the
23 employer FICA, FUTA, and SDI contributions, shall be paid
24 separately from the GSA by Defendant.
25

1 3. Upon the "Release Effective Date" (the date on which
2 Defendants fully fund the Maximum Settlement Amount), and except
3 as to rights or claims that may be created by this Settlement
4 Agreement, each Participating Class Member, together and
5 individually, on their behalf and on behalf of their respective
6 spouses, heirs, executors, administrators, agents, and
7 attorneys, shall fully and forever release and discharge all of
8 the Released Parties, or any of them, from each of the Released
9 Class Claims that arose during the Class Period. This release
10 does not include claims that arose outside of the Class Period.
11 Participating Class Members will be deemed to have acknowledged
12 and agreed that their claims for wages and/or penalties in the
13 Action are disputed, and that their Individual Settlement
14 Payments constitute payment of all sums allegedly due to them
15 for the Released Claims. (§54)

17 In addition to the release of Released Claims against the
18 Released Parties made by all Participating Class Members, upon
19 the Release Effective Date, all PAGA Employees - and the LWDA -
20 shall fully and forever release and discharge all of the
21 Released Parties, or any of them, from each of the Released PAGA
22 Claims, which include all PAGA claims that were disclosed in
23 Plaintiff's letter to the LWDA and alleged in the Operative
24 Complaint, and which arose during the PAGA Period, including
25 claims seeking civil penalties for failure to pay overtime

1 compensation and liquidated damages; failure to pay minimum
2 wages and liquidated damages, failure to provide meal periods;
3 failure to provide rest periods; failure to provide itemized
4 wage statements; failure to reimburse business expenses; failure
5 to provide adequate seating; improper receipt and distribution
6 of gratuities; failure to pay wages upon termination of
7 employment; and civil penalties under Labor Code section 558.
8 The PAGA Release includes claims for civil penalties based on
9 violations of California Labor Code sections 203, 226, 226.7,
10 351, 510, 512, 558, 1182.12, 1194, 1194.2, 1197.1, 1198, 2698,
11 et seq., 2800, and 2802. The Parties agree that there is no
12 statutory right for any PAGA Employee to opt out or otherwise
13 exclude himself or herself from the PAGA Payment and the
14 associated release of claims and rights under PAGA. This release
15 does not include claims that arose outside of the PAGA period.

16
17 (§55)

18 "Released Claims" means all claims and allegations for the
19 causes of action pled in the Operative Complaint on behalf of
20 the putative Class or upon facts alleged in the Operative
21 Complaint on behalf of the putative Class under state, federal
22 or local law, whether statutory, common law or administrative,
23 that arose during the Class Period ("Released Class Claim"). The
24 causes of action pled in the Operative Complaint on behalf of
25 the putative Class include claims for: failure to pay overtime

1 compensation and liquidated damages (Lab. Code, §§ 510, 1194,
2 1194.2, & 1198); failure to pay minimum wages and liquidated
3 damages (Lab. Code, §§ 1182.12, 1194, 1194.2, 1197.1, & 1198,
4 and Cal. Code Regs., tit. 8, § 11050); failure to provide meal
5 periods (Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8,
6 § 11050); failure to provide rest periods (Lab. Code, §§ 226.7 &
7 512, and Cal. Code Regs., tit. 8, § 11050); failure to provide
8 itemized wage statements (Lab. Code, § 226); failure to
9 reimburse business expenses (Lab. Code, §§ 2800 & 2802); failure
10 to provide adequate seating (Lab. Code, § 1198 and Cal. Code
11 Regs., tit. 8, § 11050, subd. (14)); improper receipt and
12 distribution of gratuities (Lab. Code, § 351); failure to pay
13 wages upon termination of employment (Lab. Code, § 203); civil
14 penalties under Labor Code section 558; and unfair competition
15 (Bus. & Prof. Code, § 17200, et. seq.) Upon entry of final
16 judgment and funding of the Maximum Settlement Amount, the PAGA
17 Employees shall also release the Released Parties from all PAGA
18 claims that were disclosed in Plaintiff's letter to the LWDA and
19 alleged in the Operative Complaint, and which arose during the
20 PAGA Period, as further specified below ("Released PAGA
21 Claims"). Class Members who are not PAGA Employees shall not be
22 deemed to have released their claims for PAGA penalties. Both
23 the Class and PAGA Releases expressly exclude all other claims,
24 including claims for vested benefits, wrongful termination,
25

1 unemployment insurance, disability, social security, workers'
2 compensation, or claims that arose outside the respective Class
3 or PAGA Periods. Released Claims do not include claims that, as
4 a matter of law, cannot be released. (§25)

5 "Release Effective Date" shall mean the date on which
6 Defendants fully fund the Maximum Settlement Amount. (§26)

7 "Released Parties" means Defendants Ro-Al, Inc., dba
8 Patrick Molloy's, Patrick Molloy Bastian, Alice Bastian Hahn,
9 and Harry Frederick Hahn (including but not limited to the
10 Estate of Harry Frederick Hahn), and all of their present and
11 former parent companies, subsidiaries, divisions, related or
12 affiliated companies, shareholders, officers, directors,
13 employees, agents, attorneys, insurers, successors and assigns,
14 and any individual or entity which could be liable for any of
15 the Released Claims, and Defendants' counsel of record in the
16 Action. (§27)

17
18 Named Plaintiff Katherine Townsend provides a general
19 release and 1542 waiver. (§70)

20 4. All uncashed settlement checks, plus interest, must be
21 delivered to the California State Controller's Unclaimed
22 Property Division in the name of the Class Member/Aggrieved
23 Employee who did not cash his or her check.

24 5. Pursuant to California Rules of Court, Rule 3.769(h),
25 the Court retains jurisdiction over the parties with respect to

1 enforcement of this Judgment under California Code of Civil
2 Procedure Section 664.6.

3 CLERK TO GIVE NOTICE.

4 DATED: June 6, 2023



Yvette M. Palazuelos

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18
4 and not a party to the within lawsuit; my business address is 15515 W. Sunset Boulevard,
Unit 214, Pacific Palisades, CA 90272.

5 On **June 7, 2023**, I served the foregoing document described as **NOTICE OF**
6 **ORDERS RE: FINAL APPROVAL AND NOTICE OF JUDGMENT**
on the interested parties in this action by placing **[X]** a true copy thereof on:

7 William J. Beverly
8 LAW OFFICES OF WILLIAM J.
9 BEVERLY
3424 Carson Street, Suite 400
Torrance, CA 90503-5721
10 BeverlyLaw@Frontier.com

Labor and Workforce Development
Agency
(By Posting on the LWDA PAGA
Website)

- 11
- 12 **[]** (BY MAIL): as follows: I deposited the envelopes for mailing in the ordinary course
13 of business at Los Angeles County, California. I am "readily familiar" with this
14 firm's practice of collection and processing correspondence for mailing. Under that
practice, the sealed envelopes are deposited with the U.S. Postal Service that same
day in the ordinary course of business, with postage thereon fully prepaid at Los
Angeles County, California.
- 15 **[X]** BY E-MAIL: I hereby certify that this document was served from Los Angeles
County, California, by e-mail delivery on the parties listed herein at their most recent
known e-mail address or e-mail of record in this action.
- 16 **[X]** (BY CASE ANYWHERE E-SERVICE) Under the court's Order Authorizing
17 Electronic Service, the above-named document has been electronically served on
counsel of record by transmission through the Case Anywhere system on the date
18 below. The transmission of this document to Case Anywhere system was reported
19 as complete and a copy of the Case Anywhere confirmation will be maintained in
our office.

20

21 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

22 Executed on **June 7, 2023**, at Los Angeles County, California.

23 Calvin A. Marshall, Esq.

24 Type or Print Name

25 

26 Signature