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FILED
 Superior Court of California
 County of Los Angeles
 01/07/2022

Sherri R. Carter, Executive Officer / Clerk of Court
 By: C. Wilson Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

CHARNEKIA FINDLEY, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

UNIVERSITY OF SOUTHERN CALIFORNIA,
 a California corporation; USC VERDUGO
 HILLS HOSPITAL, a California corporation;
 USC VERDUGO HILLS HOSPITAL
 FOUNDATION, a California corporation; and
 DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV47290

[Assigned to Hon. Barbara M. Scheper]

**~~[PROPOSED]~~ ORDER GRANTING
 PLAINTIFFS' UNOPPOSED MOTION FOR
 AN ORDER APPROVING SETTLEMENT
 OF CLAIMS BROUGHT PURSUANT TO
 THE PRIVATE ATTORNEY GENERAL'S
 ACT OF 2004**

Reservation ID: **680846556621**

Date: January 3, 2022
 Time: 8:30 a.m.
 Courtroom: Dept. 30
 Judge: Hon. Barbara M. Scheper

Action Filed: December 09, 2020
 Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff CHARNEKIA FINDLEY and Defendant UNIVERSITY OF SOUTHERN
3 CALIFORNIA (“Defendant”) (Plaintiff FINDLEY, Plaintiffs Emmanuela Stein and Jeremy Frahn from
4 the two other matters resolved by this settlement, and Defendant are the “Parties”) have reached terms of
5 settlement of this action alleging a claim for relief pursuant to the Labor Code Private Attorneys General
6 Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

7 Pursuant to PAGA, Plaintiff FINDLEY, on behalf of the Parties, has filed a motion for approval
8 of the settlement of the claims asserted against Defendant in this action. Specifically, Plaintiff
9 FINDLEY moves for an order:

10 1. granting approval of the terms of the Agreement pursuant to the Labor Code Private
11 Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the
12 settlement; the amount of distributions to the State and Aggrieved Employees; the amounts
13 allocated to attorney’s fees and costs; and, the amount allocated to the settlement administrator;
14 and,

15 2. directing disbursement of the Gross Settlement Amount pursuant to the terms of the
16 Agreement.

17 The PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
18 RELEASE (referred to as the “Agreement,” or “Settlement,” and attached to the Declaration of H. Scott
19 Leviant as Exhibit 1) is conditioned upon the Court’s approval. Capitalized terms in this Order have the
20 same meaning as in the Settlement unless indicated otherwise. A summary of the terms of the Settlement
21 is as follows:

22 (a) The Aggrieved Employees: The Aggrieved Employees are: “All current and former non-
23 exempt employees who are or were employed by USC within the State of California
24 between October 5, 2019 and the sooner of date the Court enters an order and judgment
25 approving this settlement or February 28, 2022.” It is estimated that the number of
26 alleged aggrieved employees was about **29,000** as of September 28, 2021, half of which
27 are part-time, student workers.

28 (b) No Reversion: The Settlement is ***non-reversionary***. (Agreement, ¶¶ 4, 9.)

- 1 (c) Gross Settlement Amount: Defendants agree to pay the maximum sum of **\$1,945,000.00**
2 (hereinafter referred to as the “Gross Settlement Amount” or “GSA”) for settlement of
3 the PAGA Penalties, which shall be inclusive of Plaintiffs’ Counsel attorney’s fees and
4 costs, and the settlement administrator’s fees and costs. (Agreement, ¶ 4.)
- 5 (d) Net Settlement Amount: At least **\$1,207,492.55** will be available for distribution to the
6 Aggrieved Employees and the LWDA. Of this amount, the LWDA will receive at least
7 **\$905,619.14** under the Agreement, and Aggrieved Employees will receive at least
8 **\$301,873.14**. (Agreement, ¶ 4.)
- 9 (e) Attorney’s Fees: Plaintiffs’ Counsel an award of attorney’s fees in the amount of
10 **\$648,333.33**, which is one third of the GSA. (Agreement, ¶ 4.)
- 11 (f) Litigation Costs: Plaintiffs’ Counsel seek reimbursement of actual litigation costs, to a
12 maximum amount of \$25,000. The actual costs requested are **\$19,174.12**, which includes
13 the upcoming costs associated with filing this Motion, e-service, and appearing at the
14 motion, and previously incurred costs of \$18,878.21. (Agreement, ¶ 4.a.) Moon & Yang,
15 APC, requests reimbursement of costs in the amount of **\$17,363.17**, and Aegis Law
16 requests reimbursement of costs in the amount of **\$1,810.95**.
- 17 (g) Settlement Administration: Payment to Aggrieved Employees and administration will be
18 accomplished through third-party settlement administrator Phoenix Settlement
19 Administrators, which has agreed to perform Administrator duties for a fixed flat fee of
20 **\$70,000**, which is reasonable, based on all of the services offered. (Settlement, ¶ 4.b.)
- 21 (h) Uncashed Checks: Checks returned as undeliverable after a re-mailing, and funds
22 represented by checks remaining un-cashed for more than 180 days after issuance, will be
23 tendered to the Unclaimed Property Fund. (Agreement, ¶ 9.b.)
- 24 (i) Release: In exchange for the above settlement consideration, Defendant shall be entitled
25 to a *limited* release from the LWDA and each and every Aggrieved Employee, including
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1 Plaintiffs.¹ (Agreement, ¶ 2; Leviant Decl., Exh. 1.)

2 After reviewing the Settlement and other related documents, and the filings submitted by
3 Plaintiff, **IT IS HEREBY ORDERED AS FOLLOWS:**

4 1. The Court hereby GRANTS approval of the PAGA settlement upon the terms and
5 conditions set forth in the Settlement. The Court finds that the terms of the proposed settlement are
6 reasonable. In granting approval of the settlement the Court has considered the factors identified in
7 *O'Connor v. Uber Technologies*, No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug. 18, 2016),
8 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998), *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794
9 (1996), and other authority providing a coherent framework for evaluating this Settlement.

10 2. The Court hereby identifies the Aggrieved Employees as:

11 All current and former non-exempt employees who are or were employed by USC
12 within the State of California between October 5, 2019 and the sooner of date the Court
13 enters an order and judgment approving this settlement or February 28, 2022.
(Agreement, at 2.)

14 3. The Court hereby finds the Settlement was the product of informed, non-collusive
15 negotiations conducted at arms' length by the Parties. In making these findings, the Court considered
16 Defendant's potential liability, the benefit to the State of California, allocation of settlement proceeds
17 among Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
18 respective positions rather than the result of a finding of liability at trial. The Court further finds that the
19 terms of the Settlement have no obvious deficiencies. The Court finds that the risks of further
20 prosecution are substantial and include the risks that (1) penalties would be reduced after evaluation of
21 the totality of the circumstances, or (2) that no penalties would be awarded for some or all of the alleged
22 violations.

23 4. The Court hereby approves Phoenix Settlement Administrators to serve as the
24 Administrator. The Administrator will be paid pursuant to the Agreement's terms for such distribution,
25 in the requested amount of **\$70,000** out of the Settlement Sum to effectuate Administration.

26
27 ¹ This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46
28 Cal. 4th 969, 986 (2009) (concluding that "with respect to the recovery of civil penalties, nonparty
employees as well as the government are bound by the judgment in an action brought under the act....").

1 5. Pursuant to the Agreement, the amount distributed as penalties under PAGA shall be
2 \$1,945,000.00, less administration costs, attorney's fees, and costs awarded to Plaintiff's counsel. After
3 awards, the amount remaining to distribute as penalties is **\$1,207,492.55**. The LWDA shall receive 75%
4 of the penalties allocated, which is **\$905,619.41**. Aggrieved Employees shall receive 25% of the
5 penalties allocated, which is **\$301,873.14**.

6 6. The Court hereby awards Counsel attorneys' fees in the amount of **\$648,333.33**, which is
7 one-third of the settlement fund. Of that amount, and based upon a disclosed fee-sharing agreement
8 between counsel, 50% of the fee is awarded to Moon & Yang, APC, and 50% of the fee is awarded to
9 Aegis Law Firm, PC. The Court finds that the attorneys' fees are reasonable compared to amounts
10 routinely approved in similar settlements and as guided by the California Supreme Court's decision
11 concerning the awarding of fees from monetary funds for class members. *Laffitte v. Robert Half Intern.*
12 *Inc.*, 1 Cal. 5th 480, 503 (2016). Counsel proceeded on a contingency basis despite the uncertainty of
13 any fee award. Counsel were necessarily precluded from pursuing other potential sources of fees
14 because of work in connection with this Action. The Court observed that this is not a class action. It is
15 more akin to contingent representation with an additional requirement of Court review due to the qui tam
16 nature of a PAGA claim. Attorneys' fees that are fifty percent of a common fund are typically
17 considered the upper limit, with thirty to forty percent commonly awarded in cases where the settlement
18 is relatively small. *See Van Vranken v. Atlantic Richfield Company*, 901 F. Supp. 294 (N.D. Cal. 1995)
19 (stating that most cases where 30-50 percent was awarded involved "smaller" settlement funds of under
20 \$10 million). Using class action fee awards as a comparison, the custom and practice in class actions is
21 to award approximately one-third of a fund as a fee award. *See Chavez v. Netflix, Inc.*, 162 Cal. App. 4th
22 43, 66, n.11 (2008) ("Empirical studies show that, regardless whether the percentage method or the
23 lodestar method is used, fee awards in class actions average around one-third of the recovery."). Based
24 on these considerations, including the lodestar cross-check, a fee award of one-third of the total
25 settlement amount is reasonable.

26 7. The Court hereby awards Counsel litigation costs in the total amount of **\$19,174.12**. Of
27 that amount, **\$17,363.17** is awarded to Moon & Yang, APC, and **\$1,810.95** is awarded to Aegis Law
28 Firm, PC.

1 8. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on
2 the provisions and timelines set forth in the Agreement.

3 9. This action is hereby DISMISSED WITH PREJUDICE.

4 10. The Parties to the Settlement shall take such steps as are necessary to obtain the
5 appropriate dismissal of claims or complete actions in *Emmanuela Stein v. USC, et al.*, LASC Case No.
6 20STCV47294 and *Jeremy Frahn v. USC*, LASC Case No. 21STCV02075.

7 11. The Court shall retain jurisdiction with respect to all matters related to the administration
8 and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the
9 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
10 determination of all controversies relating thereto.

11
12 **IT IS SO ORDERED.**

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14 Dated: 01/07/2022



Barbara M. Scheper

Hon. Barbara M. Scheper
LOS ANGELES SUPERIOR COURT JUDGE
Barbara M. Scheper / Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL'S ACT OF 2004** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

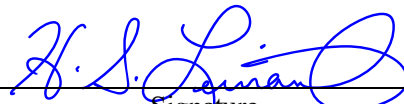
Sheppard, Mullin, Richter & Hampton LLP
Paul Berkowitz, Esq.
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mcampbell@sheppardmullin.com
tkaufman@sheppardmullin.com

Attorneys for Defendants

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **December 1, 2021** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature

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Kashif Haque
Joseph Szilagyi
Jessica Campbell
Aegis Law
9811 Irvine Center Dr., Suite 100
Irvine, CA 92618
Telephone: (949) 379-6250
E-mail: khaque@aegislawfirm.com
jszilagyi@aegislawfirm.com
jcampbell@aegislawfirm.com

*Counsel for Plaintiff Jeremy Frahn, in the matter of Jeremy
Frahn v. USC, LASC Case No. 21STCV02075*

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **December 1, 2021** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature



Make a Reservation

CHARNEKIA FINDLEY vs UNIVERSITY OF SOUTHERN CALIFORNIA, et al.

Case Number: 20STCV47290 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2020-12-09 Location: Stanley Mosk Courthouse - Department 30

Reservation

Case Name: CHARNEKIA FINDLEY vs UNIVERSITY OF SOUTHERN CALIFORNIA, et al.	Case Number: 20STCV47290
Type: Motion re: (PAGA Settlement Approval)	Status: RESERVED
Filing Party: Charnekia Findley (Plaintiff)	Location: Stanley Mosk Courthouse - Department 30
Date/Time: 01/03/2022 8:30 AM	Number of Motions: 1
Reservation ID: 680846556621	Confirmation Code: CR-JDTMMVWMBFFUI5YP6

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: Visa
Account Number: XXXX3909	Authorization: 00520G

Print Receipt

[Reserve Another Hearing](#)