



FILE
San Francisco County Superior Court

NOV 16 2021

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

ADRIANA HAYTER, LARINE SHIELDS,
and TAYLOR EVANS; individually, and on
behalf of all other similarly situated persons;
and ROES 1-100,

Plaintiffs,

v.

EWALD & WASSERMAN RESEARCH
CONSULTANTS, LLC, a California limited
liability corporation; KATRIN EWALD, an
individual; LISA WASSERMAN, an
individual; and DOES 1-20,

Defendants.

Case No. CGC-19-577753

CLASS ACTION

ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
PLAINTIFFS' MOTION FOR ATTORNEYS'
FEES AND COSTS

1 The Court has before it Plaintiffs' unopposed Motion for Final Approval of Class Action
2 Settlement and Plaintiffs' unopposed Motion for Approval of Attorneys' Fees and Costs. The
3 Court held a hearing on the motions on November 10, 2021. No written objections were
4 submitted and no objector appeared at the hearing. On the basis of the parties' settlement
5 agreement in this matter (the "Settlement Agreement"),¹ all other papers filed herein, including
6 the November 9, 2021 supplemental filings, and oral argument, the Court hereby finds and orders
7 as follows:

8 1. For the purposes of this Order, the Court adopts all defined terms as set forth in
9 the Settlement Agreement.

10 2. This Court has jurisdiction over the subject matter of this litigation and over all
11 parties and Class Members in this litigation.

12 3. The Class Notice approved by this Court was provided to the Class Members in
13 substantial compliance with this Court's Order Granting Preliminary Approval of Class Action
14 Settlement. The notice to the Class Members met the requirements of due process and constituted
15 the best notice practicable under the circumstances. Notice to the class was adequate.

16 4. No Class Members have objected or opted out of the Settlement.

17 5. The Court finally certifies for settlement purposes the "Settlement Class":

18 a. "Settlement Class" means "all persons employed by any of the Defendants
19 or Released Parties in a Class Position, at any time during the Class Period."

20 b. The "Class Period" is the time period from August 1, 2015 through July
21 19, 2021.

22 c. "Class Position" means "all persons who worked for Defendants as a non-
23 exempt Part-Time Telephone Interviewer, or other similar positions, classified as an hourly non-
24 exempt employee by the State of California during the Class Period."
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28 ¹ A copy of the Settlement Agreement is attached to the October 19, 2021 Declaration of Yosef Peretz as Exhibit 1.

1 d. “Released Parties” means “Defendants Lisa Wasserman, Katrin Ewald,
2 Ewald and Wasserman Research Consultants, LLC, their parents, subsidiaries, affiliates, insurers,
3 related entities and divisions, and its and their respective: (i) predecessors, successors, and
4 assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers,
5 directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all other
6 claiming through and by any of them.”
7

8 6. For settlement purposes only, the proposed Settlement Class meets the
9 requirements for certification. Specifically, for settlement purposes: (1) the proposed Settlement
10 Class is numerous and ascertainable; (2) there are predominant common questions of law or fact;
11 (3) Plaintiffs’ claims are typical of the claims of the members of the proposed Settlement Class;
12 and (4) a class action is superior to other methods to efficiently adjudicate this controversy
13 through settlement.

14 7. Plaintiffs Adriana Hayter, Larine Shields, and Taylor Evans are confirmed as Class
15 Representatives.

16 8. Yosef Peretz and Shane Howarter of the Peretz & Associates law firm and Martin
17 M. Horowitz and Stephanie Rubinoff of the Horowitz & Rubinoff law firm are confirmed as Class
18 Counsel.

19 9. The settlement, as set forth in the Settlement Agreement, is approved. The terms
20 of the Settlement Agreement are fair, reasonable, and adequate. Plaintiffs have satisfied the
21 requirements for final approval of this settlement. The parties are ordered to carry out the
22 Settlement as provided in the Settlement Agreement and this order.

23 10. Eligible Class Members shall release the Released Claims against the Released
24 Parties for the Class Period, as set forth in the Settlement Agreement. Released Claims, as applied
25 to Eligible Class Members, is defined in the Settlement Agreement to mean “any and all facts and
26 claims asserted in the Action or any other claims, demands, obligations, actions, causes of action,
27 liabilities, debts, promises, agreements, attorneys’ fees, losses or expense, known or unknown,
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1 suspected or unsuspected, filed or unfiled, that they may have or had arising out of any known
2 or unknown fact, condition or incident occurring prior to the Date of Preliminary Approval that
3 could have been asserted based on the facts alleged in the Action, including but not limited to any
4 and all claims for PAGA penalties, for paid sick leave under California Labor Code § 246, for
5 interference with employee use of paid sick leave under California Labor Code § 246.5, for failure
6 to provide paid sick leave in violation of San Francisco Administrative Code, Chapter 12W,
7 12W.3, 12W.4, 12W.7, for intentional misrepresentation, for fraud, for fraud by concealment, for
8 violations of California Business & Professions Code §§ 17200, et seq., for violations of the
9 California Labor Code governing: meal and rest breaks; unpaid wages, including minimum
10 wages, regular wages, overtime and double time wages; unpaid reimbursements; wage statement
11 violations and separation pay violations, including but not limited to violations of Labor Code §§
12 200, 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 246, 246.5, 248.5, 351, 450, 500,
13 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, 8 Cal. Code of
14 Regulations § 11050 and IWC Wage Order 4-2001, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12.”

15
16 11. Payment to Class Counsel in the amount of \$52,000, the full amount requested,
17 for attorneys’ fees and litigation costs is approved based on a consideration of all evidence in
18 support of the request.

19 12. Payments of service awards of \$2,500 each to Plaintiffs Hayter, Evans, and
20 Shields, totaling \$7,500, are approved to reward them for their service as class representatives.²

21 13. Payment of up to \$4,300 to Simpluris, Inc. for the costs of administering the
22 settlement is approved. This amount shall be paid on a rolling basis as the costs are incurred, up
23 to a total of \$4,300.

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27 ² This award is for less than the amount requested. The Court finds this amount reasonable to
28 reward Plaintiffs for their service to the class considering the full record presented and the
relevant factors. (See *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-
95.)

1 14. \$3,000 of the settlement proceeds are allocated to the resolution of the PAGA
2 claims, of which 75 percent (\$2,250) is to be disbursed to the Labor and Workforce Development
3 Agency and 25 percent (\$750) is to be disbursed to Class Members.

4 15. Each of the payments identified above, and the payment of compensation to the
5 Class Members, shall be made in accordance with the terms of the Settlement Agreement.

6 16. A status conference is scheduled for February 24, 2022 at 9:15 a.m. A status report
7 must be filed at least five (5) court days in advance. The status report must be supported by an
8 admissible declaration. The status report should address, among other things, whether a second
9 distribution will be made and/or whether a cy pres distribution is requested. A request for a cy
10 pres distribution should be accompanied by a declaration from the proposed cy pres beneficiary
11 regarding its suitability and declarations from counsel reflecting any connections between
12 themselves, the parties in this case, or their firms and the proposed cy pres beneficiary.

13 17. Notice of final judgment shall be provided to the Class Members by posting this
14 order and the final judgment on the settlement website for a period of not less than 60 days from
15 the date judgment is entered.

16 18. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction
17 over the parties to enforce the terms of the judgment.

18 IT IS SO ORDERED.

19 Dated: Nov. 16, 2021

20 

21 Anne-Christine Massullo
22 Judge Of The Superior Court

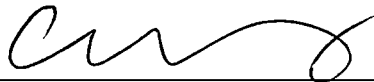
+CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Ericka Larnauti, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On November 16, 2021, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: November 16, 2021

T. Michael Yuen, Clerk

By: 
Ericka Larnauti, Deputy Clerk