

Larry W. Lee (State Bar No. 228175)
DIVERSITY LAW GROUP, P.C.
A Professional Corporation
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com

Edward W. Choi, Esq. SBN 211334
Paul M. Yi, Esq. SBN 207867
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@calaw.biz

Thomas M. Lee, State Bar No. 210599
LEE LAW OFFICES, APLC
3435 Wilshire Blvd Suite 2400
Los Angeles, California 90010
Telephone: (213) 251-5533
Facsimile: (213) 251-5534
Email: leethomas.esq@gmail.com

Attorneys for Plaintiff and the Class

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

ELNORA T. TAGALOGON, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

THE CHEESECAKE FACTORY
RESTAURANTS, INC., a California
Corporation, and DOES 1 through 100,
inclusive,

Defendants.

) Case No. BC603620
)
) *Assigned for All Purposes to Honorable Amy*
) *Hogue in Department 7*

NOTICE OF ENTRY OF JUDGMENT

1 **TO ALL PARTIES, THEIR ATTORNEYS OF RECORD AND THE CALIFORNIA**
2 **LABOR WORKPLACE DEVELOPMENT AGENCY:**

3 NOTICE IS HEREBY GIVEN that on November 12, 2020, the attached Judgment has
4 been entered by the above-referenced court.

5 A true and correct copy of the Judgment is attached hereto as Exhibit A.

6
7 Dated: November 16, 2020

LAW OFFICES OF CHOI & ASSOCIATES

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9 By: 
10 Edward W. Choi
11 Attorneys for Plaintiff and the Class
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EXHIBIT A

1 Edward W. Choi, Esq. SBN 211334
2 Paul M. Yi, Esq. SBN 207867
3 LAW OFFICES OF CHOI & ASSOCIATES
4 515 S. Figueroa St., Suite 1250
5 Los Angeles, CA 90071
6 Telephone: (213) 381-1515
7 Facsimile: (213) 465-4885

8 Attorneys for Plaintiff and the Class

9 Arthur Chinski (SBN: 48945)
10 Michael J. Cereseto (SBN: 56711)
11 BUCHALTER
12 1000 Wilshire Blvd., Suite 1500
13 Los Angeles, CA 90017
14 Telephone: (213) 891-0700
15 Fax: (213) 896-0400
16 mcereseto@buchalter.com

17 Attorneys for Defendant
18 THE CHEESECAKE FACTORY RESTAURANTS, INC.

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

ELNORA T. TAGALOGON, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

THE CHEESECAKE FACTORY
RESTAURANTS, INC.,
a California Corporation,
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. BC603620

*Assigned for All Purposes to Honorable Amy
Hogue in Department 7*

[PROPOSED] JUDGMENT

DATE: November 2, 2020
TIME: 11:00 a.m.
DEPT.: 7

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

NOV 12 2020

Sherri R. Carter, Executive Officer/Clerk

By: Alfredo Morales, Deputy

1 The Court has finally approved the class action Settlement and approving the PAGA
2 Settlement in this action. A copy of the Court's Order Granting Motion for Final Approval of Class
3 Action Settlement ("Order") is attached hereto as Exhibit "A" and incorporated hereon by this
4 reference.

5 Judgment in accordance with the Court's Order is to be entered. Specifically, IT IS
6 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

7 1. The Amended Joint Stipulation for Class Action Settlement and Release
8 ("Settlement"). All defined terms contained herein shall have the same meanings as set forth in the
9 Settlement.

10 2. The Court grants class certification for purposes of settlement of the following
11 Class:

12 The approximately 235 employees employed in the job positions entitled "Kitchen
13 Manager" or "Manager" who worked for Defendant in California during the Class
14 Period (December 10, 2011 through June 26, 2020) and who because of their dates
15 of employment and/or position have been identified by Defendant as "Kitchen
16 Managers" or "Managers" who did not sign an arbitration agreement containing a
17 class waiver provision."

18 3. The Court finds that none of the Class Members have opted out of the Settlement.

19 4. As of the funding of the Gross Settlement Fund, the Settlement Class Members,
20 including Plaintiff, release the Released Parties from the Released Claims:

21 "All known and unknown claims, demands, rights, liabilities, and causes of action that
22 were or could have been asserted by the Class based on the existing allegations
23 contained in the Complaint filed in the Action including, but not limited to, any claims
24 for misclassification, failure to pay overtime, failure to pay minimum wages, failure to
25 provide meal periods and/or meal premiums, failure to provide rest breaks and/or rest
26 premiums, wage statement and payroll record claims under Labor Code Section 226,
27 waiting time penalties for failure to pay all wages due upon employment/termination
28 under Labor Code Sections 201, 202, and 203 and related claims under the California
Unfair Competition Law, Business and Professions Code Section 17200 et seq., under
the Private Attorneys General Act ("PAGA"), Labor Code 201, 202, and 203 and
related claims under the California Unfair Competition Law, Business and Professions
Code Section 17200 et seq., under the Private Attorneys General Act ("PAGA"),
Labor Code Sections 2698 et seq. and under the relevant Wage Orders. The Released
Claims are limited to all claims described above that could have been asserted by the
Class based on the allegations in the Complaint for the period December 10, 2011
through June 26, 2020."

///

1 5. This order and the judgment constitute a final judgment for purposes of res judicata
2 and collateral estoppel. With the exception of Class Members who have timely submitted valid
3 requests for exclusion, the Court hereby permanently enjoins all Class Members from filing or
4 prosecuting any claims, suits or administrative proceedings regarding the claims released by the
5 Settlement.

6 6. Pursuant to the terms of the Gross Settlement Fund of \$350,000.00 shall be
7 distributed as follows:

8 a. \$116,666.67 in attorney fees to Class Counsel;
9 b. \$25,949.66 in litigation costs to Class Counsel;
10 c. The PAGA Allocation in the amount of \$10,000 is approved. A payment in the
11 amount of \$7,500 to the California Labor and Workforce Development Agency is approved. This amount
12 represents a fair and equitable sum for resolution of representative claims raised pursuant to Labor Code §
13 2698, et seq. and the Settlement of these claims is approved;

14 a. \$7,500 as a Class Representative Service Award to Plaintiff Elnora T.

15 Tagalogon;

16 b. \$9,250 in settlement administration costs to Phoenix Settlement
17 Administrators; and

18 c. The remaining sum of \$183,133.67 to be distributed to the Class pursuant to
19 the Settlement.

20 2. Upon entry of this Judgment, the Parties shall effectuate and carry out the terms of
21 the Settlement.

22 3. Class Counsel shall provide notice to the class members pursuant to California
23 Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor Code §2699 (l)(3).
24

25 **IT IS SO ORDERED AND ADJUDGED.**

26 Dated: **NOV 12 2020**

AMY D. HOGUE, JUDGE

27 Honorable Amy Hogue
28 Los Angeles Superior Court Judge

EXHIBIT A

FILED
Superior Court of California
County of Los Angeles

NOV 02 2020

Cliff R. ... Clerk
Refugio Morales deputy
REFUGIO MORALES

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

ELNORA T. TAGALOGON, as an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

THE CHEESECAKE FACTORY
RESTAURANTS, INC., a California
corporation, and DOES 1 through 100, inclusive,

Defendants.

Case No.: BC603620

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

Date: November 2, 2020

Time: 11:00 a.m.

Dept.: SSC-7

I. BACKGROUND

This is a wage and hour class action. Plaintiff Elnora T. Tagalogon sues her former employer, Defendant The Cheesecake Factory Restaurants, Inc., for alleged wage and hour violations. Defendant operates a chain of restaurants located throughout California and the United States. Plaintiff seeks to represent a class of Defendant's

1 current and former "Kitchen Managers" or "Managers" who did not sign arbitration
2 agreements containing class waiver provisions.

3 Plaintiff filed her complaint in the Los Angeles Superior Court on December 10,
4 2015. The Complaint asserts claims for: (1) Violation of Labor Code §1194 for Unpaid
5 Overtime Wages; (2) Violation of Labor Code §226.7 for Failure to Provide Meal
6 Periods; (3) Violation of Labor Code §226.7 for Failure to Provide Rest Periods; (4)
7 Violation of Labor Code §226; (5) Violation of California Business and Professions
8 Code §17200, et seq.; and (6) Violation of Labor Code §2698, et seq., the PAGA
9 ("Operative Complaint" or "Action").

10 After propounding and responding to written discovery, engaging in an meet and
11 confer process, obtaining the putative class members' payroll and data and analyzing
12 the data provided, the parties engaged in a full day mediation with mediator Gig
13 Kyriacou, Esq. on March 7, 2019, which ultimately resulted in the parties reaching a
14 settlement. A copy of the Parties' fully executed Joint Stipulation of Class Action
15 Settlement and Release ("Settlement Agreement"), was subsequently filed with the
16 Court.

17 Prior to the initial hearing on the preliminary approval motion, the Court issued a
18 "Checklist" of items in need of further briefing. In response, on March 9, 2020, Class
19 Counsel filed supplemental briefing, including an Amended Settlement Agreement. The
20 Court granted preliminary approval of the settlement on June 26, 2020. Notice was
21 given to the Class Members as ordered. (See Declaration of Elizabeth Kruckenberg
22 ("Kruckenberg Decl.").)

23 Now before the Court is Plaintiff's motion for final approval of the Settlement
24 Agreement, including for payment of fees, costs, and service awards to the named
25 plaintiffs.

1 For the reasons set forth below, the Court grants final approval of the settlement
2 on the condition that the releases do not take place until the settlement is fully funded.
3

4 **II. THE TERMS OF THE SETTLEMENT**

5 6 **A. SETTLEMENT CLASS DEFINITION**

- 7 • “Class Members” or “Class” means the approximately 235 employed in the job
8 positions entitled “Kitchen Manager” or “Manager” who worked for Defendant
9 in California during the Class Period and who because of their dates of
10 employment and/or position have been identified by Defendant as “Kitchen
11 Managers” or “Managers” who did not sign an arbitration agreement containing
12 a class waiver provision. (Settlement Agreement ¶8)
- 13 • “Class Period” means from December 10, 2011 through the date of the
14 Preliminary Approval Order. (¶9)
- 15 • “Settlement Class Member” means any Class Member who has not validly
16 excluded themselves from this Settlement. (¶34)
- 17 • The Parties stipulate to class certification for settlement purposes only. (¶40)
18

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

20 The essential monetary terms are as follows:

- 21 • The Gross Settlement Fund (“GSF”) is **\$350,000**, non-reversionary. (¶15)
- 22 • The Net Settlement Fund (“Net”) (\$179,083.33) is the GSF minus the following:
 - 23 ○ Up to \$116,666.67 (33 1/3%) for attorney fees (¶41.a);
 - 24 ○ Up to \$27,500 for litigation costs (Ibid.);
 - 25 ○ Up to \$10,000 for a Class Representative Service Award (¶15);

- Estimated \$9,250 for claims administration (§41.d); and
- Payment of \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.
- Defendant is responsible for payment of any applicable employer-side payroll taxes. (§42)
- There is no claim form requirement. (§57)
- **Calculation of Individual Settlement Payments:** Individual Settlement Payments will be paid from the Net Settlement Fund. Each Settlement Class Member shall be entitled to his or her pro rata share of the Net Settlement Fund based on the percentage of each Settlement Class Members months worked in the Kitchen Manager or Manger Positions during the Class Period when compared to the sum of all Settlement Class Members months in such positions during the Class Period as follows: The Administrator will calculate the sum of months worked by all Settlement Class Members in the Kitchen Manager or Manager positions from the Class Information supplied by Defendant. The respective months worked by each Settlement Class Member in the Kitchen Manager or Manager positions during the Class Period will be divided by the foregoing sum, resulting in the payment ratio for each Settlement Class Member. Each Settlement Class Member's payment ratio will then be multiplied by the Net Settlement Fund to determine his or her entitlement under this paragraph. (§41.e)
- **Tax Allocation:** Payments will treated as 1/3 wages; 1/3 penalties; and 1/3 interest. (§42)
- **Uncashed Checks:** If a Settlement Class Member does not cash or deposit his or her Individual Settlement Payment within 180 calendar days from the date of issuance, or if an Individual Settlement Payment is returned for a second time,

1 upon direction from the Court, the Administrator shall cause that Settlement
2 Class Member's payment to be transmitted to the California State Controller to
3 be held in the unclaimed property fund in the name of such Settlement Class
4 Members' names. It shall be the responsibility of the Settlement Administrator to
5 maintain an account of such unused settlement funds and account such funds
6 pursuant to the provisions of the revised provision of California Code of Civil
7 Procedure Section 384, amended effective January 1, 2019. (§76)

- 8 • **Settlement Funding:** Within 14 calendar days after the Effective Date of the
9 Settlement, Defendant shall provide the Gross Settlement Fund and the estimated
10 employer side payroll taxes to the Administrator. (§74)

11 12 **C. TERMS OF RELEASES**

13 **Release By Settlement Class Members.** As of the Effective Date, the
14 Settlement Class Members, including Plaintiff, release the Released Parties from the
15 Released Claims. (§47)

16 "Released Claims" means all known and unknown claims, demands, rights,
17 liabilities, and causes of action that were or could have been asserted by the Class based
18 on the existing allegations contained in the Complaint filed in the Action including, but
19 not limited to, any claims for misclassification, failure to pay overtime, failure to pay
20 minimum wages, failure to provide meal periods and/or meal premiums, failure to
21 provide rest breaks and/or rest premiums, wage statement and payroll record claims
22 under Labor Code Section 226, waiting time penalties for failure to pay all wages due
23 upon employment/termination under Labor Code Sections 201, 202, and 203 and related
24 claims under the California Unfair Competition Law, Business and Professions Code
25 Section 17200 et seq., under the Private Attorneys General Act ("PAGA"), Labor Code

1 Sections 2698 et seq. and under the relevant Wage Orders. The Released Claims are
2 limited to all claims described above that could have been asserted by the Class based on
3 the allegations in the Complaint for the period December 10, 2011 through the date of the
4 Preliminary Approval Order. (§30)

5 “Released Parties” means Defendant and Defendant’s past and present corporate
6 parents, subsidiaries, employees, officers, directors, managing agents, shareholders,
7 attorneys, guarantors, indemnitors, insurers, predecessors, successors, and assigns. (§31)

8 Labor Code § 206.5 Inapplicable. It is acknowledged that all settlement payments
9 made pursuant to this Settlement Agreement are on disputed claims and each Settlement
10 Class Member will be deemed to have acknowledged and agreed that California Labor
11 Code § 206.5 is not applicable. (§45)

12 Named Plaintiff will additionally provide a general release and §1542 waiver. (§§
13 48-49)

14 The releases are effective upon the Effective Date (§47); however, the settlement
15 is to be funded within 14 days after the Effective Date. (§74). For this reason, the Court
16 finally approves the settlement conditioned upon payment being made in full and on
17 time. Absent same the releases will not be effective.

18 19 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

20 “Before final approval, the court must conduct an inquiry into the fairness of the
21 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the
22 settlement agreement after the final approval hearing, the court must make and enter
23 judgment. The judgment must include a provision for the retention of the court's
24 jurisdiction over the parties to enforce the terms of the judgment. The court may not
25

1 enter an order dismissing the action at the same time as, or after, entry of judgment.”

2 Cal. Rules of Court, rule 3.769(h).

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

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

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

12 **A. A PRESUMPTION OF FAIRNESS EXISTS**

13 The Court preliminarily found in its Order of June 26, 2020, that the presumption
14 of fairness should be applied. No facts have come to the Court’s attention that would
15 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption
16 of fairness as set forth in the preliminary approval order.

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

18 The settlement was preliminarily found to be fair, adequate and reasonable.
19 Notice has been given to the Class and the LWDA. (Kruckenberg Decl. ¶5, Exhibit A.)

20 The notice process resulted in the following:

21 Number of class members: 235

22 Number of notices mailed: 235

23 Number of undeliverable notices: 6

24 Number of opt-outs: 0

25 Number of objections: 0

Number of participating class members: 235
(Kruckenberg Decl. ¶¶3-10.)

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

C. CLASS CERTIFICATION IS PROPER

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

D. ATTORNEY FEES AND COSTS

Class Counsel requests \$116,666.67 (33 1/3%) for attorney fees and \$25,949.66 for costs. (Motion for Final Approval, 1:28-2:1.)

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

In the instant case, fees are sought pursuant to the percentage method. (Motion for Final Approval, pgs. 13-15.) The \$116,666.67 fee request is 33 1/3% of the Gross Settlement Fund. The Named Plaintiff has authorized Class Counsel's fee split as follows: Diversity Law Group - 40%; Law Offices of Choi & Associates - 30% and Lee Law Offices - 30%. (Tagalogon Decl. ISO Final ¶11; Choi Decl. ISO Final ¶36; L. Lee Decl. ISO Final ¶9; T. Lee Decl. ISO Final ¶8.)

Here, the \$116,666.67 fee request represents a reasonable percentage of the total funds paid by Defendant. Further, the notice expressly advised class members of the fee

request, and no one objected. (Kruckenberg Decl. ¶9 and Exhibit A thereto.)

Accordingly, the Court awards fees in the amount of **\$116,666.67**.

Class Counsel requests \$25,949.66 in costs. This is less than the \$27,500 cap provided in the Settlement Agreement (¶41.a). The amount was disclosed to Class Members in the Notice, and no objections were received. (Kruckenberg Decl. ¶9 and Exhibit A thereto.) Law Offices of Choi & Associates represents that it incurred actual costs in the amount of \$18,457.00. (Choi Decl. ISO Final ¶35 and Exhibit B thereto.) Diversity Law Group, P.C. represents that it incurred actual costs in the amount of \$6,193.86. (L. Lee Decl. ISO Final ¶5 and Exhibit B thereto.) Lee Law Offices, APLC represents that it incurred actual costs in the amount of \$1,298.80. (T. Lee Decl. ISO Final ¶7 and Exhibit B thereto.) The costs include, but are not limited to: Kyriacou Mediation (\$6,300), Expert Witness Fee (\$2,500), and Advanced Discovery (\$1,833.38). (Choi Decl. ISO Final, Exhibit B.)

The costs appear to be reasonable and necessary to the litigation, are reasonable in amount, and were not objected to by the class. For all of the foregoing reasons, costs of **\$25,949.66** are approved.

E. SERVICE AWARDS TO CLASS REPRESENTATIVES

A service (or incentive) fee award to a named class representative must be supported by evidence that quantifies the time and effort expended by the individual and a reasoned explanation of financial or other risks undertaken by the class representative. See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807; see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 [“Criteria courts may consider in determining whether to make an incentive award include: (1) the risk to the class representative in commencing suit, both financial and 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 Here, Class Counsel requests an enhancement award for the Class Representative
5 in the amount of **\$10,000**. (Choi Decl. ISO Final ¶21.)

6 Plaintiff Elnora T. Tagalogon represents that her contributions to this litigation
7 include, but are not limited to, the following: discussing the matter with her attorneys
8 and explaining her understanding of Defendant’s practices; personally meeting with her
9 attorneys to discuss the case and facts involved, and to respond to questions and provide
10 documents; reviewing and signing declarations, the Joint Stipulation for Class Action
11 Settlement and Release, Amended Joint Stipulation for Class Action Settlement and
12 Release; and making herself available during the course of the litigation to answer
13 questions, gather documents, and prepare and review documents with her attorneys.
14 Plaintiff represents that she spent more than 40 hours on the case. (Tagalogon Decl. ISO
15 Final ¶6.)

16 In light of the above-described contributions to this action, and in
17 acknowledgment of the benefits obtained on behalf of the class, a **\$7,500** service award
18 for Plaintiff is reasonable and approved.

19 **F. SETTLEMENT ADMINISTRATION COSTS**

20 The Settlement Administrator, Phoenix Settlement Administrators, requests
21 **\$9,250** in compensation for its work in administering this case. (Kruckenberg Decl.
22 ¶12.) At the time of preliminary approval, costs of settlement administration were
23 estimated at \$9,250. (¶41.d) Class Members were provided with notice of this amount
24 and did not object. (Kruckenberg Decl. ¶9 and Exhibit A thereto.)

25 Accordingly, claims administration costs are approved in the amount of **\$9,250**.

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St., Suite 1250, Los Angeles, CA 90071.

On November 9, 2020, I served the foregoing document(s) described as: **[PROPOSED] JUDGMENT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Larry W. Lee, Esq.

Thomas M. Lee, Esq.

A 9

IV. CONCLUSION AND ORDER

Contingent on the releases not taking place until after the settlement is fully funded, the Court hereby:

- (1) Grants class certification for purposes of settlement;
- (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- (3) Awards \$116,666.67 in attorney fees to Class Counsel;
- (4) Awards \$25,949.66 in litigation costs to Class Counsel;
- (5) Approves payment of \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA;
- (6) Awards \$7,500 as a Class Representative Service Award to Plaintiff Elnora T. Tagalogon;
- (7) Awards \$9,250 in settlement administration costs to Phoenix Settlement Administrators;
- (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling and containing the class definition, full release language, and a statement that no class members opted out by Nov. 9, 2020;
- (9) Orders class counsel to provide notice to the class members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor Code §2699 (1)(3); and
- (10) Sets a Non-Appeal Case Review re: Final Report re: Distribution of Settlement Funds for August 5, 2021 ~~July 15, 2021~~ at 10:00 AM. Final Report to be filed five days prior.

Dated:

11/2/2020

Amy Hogue
Hon. Amy Hogue

Judge of the Superior Court

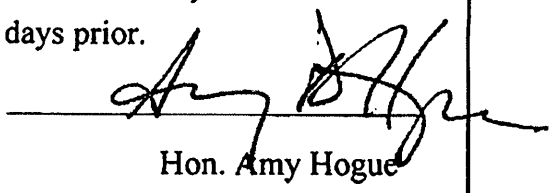
1
2 **IV. CONCLUSION AND ORDER**

3 Contingent on the releases not taking place until after the settlement is fully
4 funded, the Court hereby:

- 5 (1) Grants class certification for purposes of settlement;
6 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
7 (3) Awards \$116,666.67 in attorney fees to Class Counsel;
8 (4) Awards \$25,949.66 in litigation costs to Class Counsel;
9 (5) Approves payment of \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA;
10 (6) Awards \$7,500 as a Class Representative Service Award to Plaintiff Elnora T.
11 Tagalogon;
12 (7) Awards \$9,250 in settlement administration costs to Phoenix Settlement
13 Administrators;
14 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
15 and containing the class definition, full release language, and a statement that no
16 class members opted out by Nov. 9, 2020;
17 (9) Orders class counsel to provide notice to the class members pursuant to
18 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
19 Code §2699 (1)(3); and
20 (10) Sets a Non-Appeal Case Review re: Final Report re: Distribution of
21 Settlement Funds for August 5, 2021 July 15, 2021 2021 (2)
22 at 10:00 AM. Final Report to be filed five days prior.

23 Dated:

11/2/2020

24 
Hon. Amy Hogue

25 Judge of the Superior Court

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of 18 years and not a party to the within action; my business address is 515 S. Figueroa St., Suite 1250, Los Angeles, CA 90071.

On November 16, 2020, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT**, on the interested parties in this action by placing a true copy thereof, in a sealed envelope(s) addressed as follows:

Larry W. Lee
Diversity Law Group
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071

Thomas M. Lee
Lee Law Offices, APLC
3435 Wilshire Boulevard, Suite 2400
Los Angeles, CA 90010

Arthur Chinski
Michael J. Cereseto
BUCHALTER
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017

CA Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

Via Email
pagainfo@dir.ca.gov
info@dir.ca.gov

— **BY MAIL**

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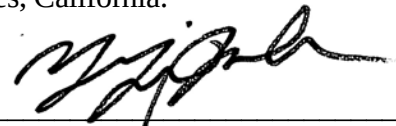
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Executed on November 16, 2020, at Los Angeles, California.



Michelle Lee