

**FILED**  
Superior Court of California  
County of Los Angeles

**DEC 08 2023**

David W. Slayton, Executive Officer/Clerk of Court  
By: N. Navarro, Deputy

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

KAREN ZAVALA, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

THE LAKE POST ACUTE, LLC; RENEW  
HEALTH GROUP, LLC; ASSEMBLY  
HEALTH GROUP, LLC; TULARE LAKE  
POST ACUTE, LLC; TULARE RIVER  
POST ACUTE, LLC; TWIN OAKS POST  
ACUTE, LLC; and DOES 1 through 20,  
inclusive,

Defendants.

Case No.: 20STCV44125

**ORDER GRANTING  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

**I. BACKGROUND**

Plaintiff Karen Zavala sues her former employers, Defendants The Lake Post  
Acute, LLC, ReNew Health Group, LLC, Assembly Health Group, LLC, Tulare Lake

1 Post Acute, LLC, Tulare River Post Acute, LLC, and Twin Oaks Post Acute, LLC  
2 (collectively, “Defendants”) for alleged wage and hour violations. Defendants are in  
3 the business of operating nursing homes. Plaintiff seeks to represent a class of  
4 Defendants’ current and former non-exempt employees.

5 On November 16, 2020, Plaintiff filed the class action complaint. On November  
6 5, 2021, Plaintiff filed the operative First Amended Complaint alleging causes of action  
7 for: (1) failure to pay minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, and  
8 1197); (2) failure to pay overtime wages (Labor Code §§ 510, 1194, and 1198); (3)  
9 failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to permit  
10 rest breaks (Labor Code § 226.7); (5) failure to provide accurate wage statements  
11 (Labor Code § 226); (6) failure to pay all wages timely and upon separation of  
12 employment (Labor Code §§ 201, 202, and 203); (7) violation of Business and  
13 Professions Code § 17200, et seq., based on the preceding claims; and (8) enforcement  
14 of the Private Attorneys General Act (Labor Code § 2698, et seq.) (“PAGA”), for the  
15 preceding claims.

16 On November 9, 2021, the parties attended a mediation session with Jeffrey A.  
17 Ross, and accepted a mediator’s proposal at the end of the mediation. The terms were  
18 finalized in the long-form Joint Stipulation of Settlement, a copy of which was filed  
19 with the Court on April 26, 2022.

20 On May 10, 2022, the Court issued a “checklist” to the parties pertaining to  
21 deficiencies in the proposed settlement. In response, on September 1, 2022, the parties  
22 filed further briefing, including the Amended Joint Stipulation of Settlement.

23 On September 26, 2022, the Court issued another checklist to the parties listing  
24 further issues with the proposed settlement. In response, the parties filed additional  
25 briefing and the Second Amended Joint Stipulation of Settlement attached to the

1 Second Supplemental Declaration of Carolyn M. Bell filed October 18, 2022 as Exhibit

2 2. All references below are to that agreement.

3 Plaintiff's motion for preliminary approval of the settlement came on for hearing  
4 on December 15 and 19, 2022. The settlement was preliminarily approved on  
5 December 19, 2022, subject to certain conditions with which there was compliance.

6 The settlement administrator initially issued notice to the class on January 11,  
7 2023. Plaintiff filed her motion for final approval of the settlement and supporting  
8 papers on April 19, 2023.

9 On May 10, 2023, the Court issued a checklist as to deficiencies with Plaintiff's  
10 motion for final approval of the settlement and its supporting papers. The Court called  
11 the matter of Plaintiff's motion on May 11, 2023. Counsel filed further briefing on  
12 June 1 and 2, 2023.

13 The Court called Plaintiff's motion for final approval of the settlement for  
14 hearing again on June 16, 2023 and continued the matter due to problems with the class  
15 list and the notice administration process. On June 27, 2023, the Court granted the  
16 parties' stipulation to issue an updated class notice to certain class members who were  
17 not included in the initial mailing. On July 13, 2023, the Court granted the parties'  
18 stipulation to revise its prior order and re-issue notice to the entire class in order to  
19 correct errors with workweeks and pay period counts found in the initial mailing.

20 Notice was re-issued to the Class Members as ordered (see Declaration of Kevin  
21 Lee filed November 7, 2023 ("Lee Decl.")).

22 Now before the Court is Plaintiff's motion for final approval of the settlement,  
23 including for payment of fees, costs, and a service award to the named plaintiff. For the  
24 reasons set forth below, the Court grants final approval of the settlement.

## II. THE TERMS OF THE SETTLEMENT

### A. SETTLEMENT CLASS DEFINITION

“Class” means all current and former non-exempt individuals who are or were employed by Defendants, however titled, in California at any time during the Class Period at any of the following locations: The Lake, 3710 W Tulare Ave., Visalia, California 93277; Tulare Lake, 604 E. Merritt Ave., Tulare, California 93274; Tule River, 1100 W. Morton Ave., Porterville, California 93257; and Twin Oaks, 897 N M St., Tulare, California 93274. (§I.c)

“Class Period” means May 1, 2019 through December 31, 2020. (§I.g)

“PAGA Group Members” means all Class Members employed by Defendants at any time between November 16, 2019 through December 31, 2020 (“PAGA Period”). (§I.aa)

“Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment. (§I.cc)

### B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$1,250,000** (§I.n). This includes payment of a PAGA penalty of **\$50,000** to be paid 75% to the LWDA (\$37,500) and 25% to PAGA Group Members (\$12,500) (§I.z).

- Escalator: Defendants have estimated the number of Class Members as 917. If the number of Class Members increases by more than 10% (which is more than 1,008 Class Members) as of the end of the Class Period, there will be a pro rata adjustment of \$1,363.14 to the Gross Settlement Amount per additional class member (for example, if there are 1063 class members, Defendant would owe an additional \$197,655.40). (¶3.04.e)
- At final approval, the administrator represents that there are 877 Class Members in the updated class dataset. (Lee Decl. ¶5.) Because the number of Class Members did not exceed the set threshold (1,008) of the escalator clause, the clause was not effectuated. (*Id.* at ¶14.)
- The Net Settlement Amount (“Net”) (\$740,338.34) is the GSA less:
  - Up to **\$416,666.66** (33 1/3%) for attorney fees (¶3.06.b);
  - Up to **\$20,000** for attorney costs (*Ibid.*);
  - Up to **\$10,000** for a service award to the proposed class representative (¶3.06.d); and
  - Up to **\$12,995** for settlement administration costs (¶3.06.c).
- Employer-side payroll taxes will be paid by Defendants separate from and in addition to the Gross Settlement Amount. (¶I.n)
- Assuming the Court approves all maximum requested deductions, approximately \$746,033.16 will be available for automatic distribution to participating class members. Assuming full participation, the average settlement share will be approximately \$850.66. ( $\$746,033.16 \text{ Net} \div 877 \text{ class members} = \$850.66$ ). In addition, each PAGA Group Member will receive a portion of the PAGA penalty, estimated to be \$15.80 per PAGA Group Member. ( $\$12,500 \text{ or } 25\% \text{ of } \$50,000 \text{ PAGA penalty} \div 791 \text{ PAGA Group Members} = \$15.80$ ).

- 1 • There is no Claim Requirement (§3.03).
- 2 • The settlement is not reversionary (§I.n).
- 3 • Individual Settlement Share Calculation: The Net Settlement Amount shall be  
4 divided between all Participating Class Members in proportion to the number of  
5 individual Qualifying Workweeks for each Class Member. To calculate the  
6 minimum amount each Class Member will receive based on their individual  
7 Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
8 number of Qualifying Workweeks by all Class Members during the Class Period  
9 and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up  
10 to the next whole integer. (§3.06.f)
  - 11 ○ PAGA Payments: The PAGA Group Payment shall be divided between  
12 all PAGA Group Members in proportion to the number of pay periods  
13 each PAGA Group Member worked during the PAGA Period. To  
14 calculate the amount each PAGA Group Member will receive, the PAGA  
15 Group Payment will be divided by the total number of pay periods  
16 worked by all PAGA Group Members during the PAGA Period and then  
17 allocated on a pro rata basis based on the number of pay periods worked  
18 by each PAGA Group Member. Pay periods will be rounded up to the  
19 next whole integer. (§3.06.e)
- 20 • Tax Withholdings: Each Individual Settlement Payment will represent wages  
21 and penalties allocated using the following formula: 25% allocated to wages;  
22 65% allocated to expenses and penalties, and 10% allocated to interest. (§3.06.f)
- 23 • Funding of Settlement: Within ten (10) calendar days after the Court signs the  
24 Final Order, Defendants shall transfer one-third (1/3) of the Gross Settlement  
25 Amount plus Defendants' share of employer-side payroll taxes, as set forth

1 herein, into a QSF established by the Settlement Administrator either directly or  
2 by sending the funds to the Settlement Administer to be deposited and  
3 distributed. The second payment, of 1/3 of the Gross Settlement Amount will be  
4 funded no later than three months following Final Approval, the third and final  
5 payment representing the remaining 1/3 of the Gross Settlement Amount will be  
6 funded no later than six months following Final Approval. (§3.06.a)

- 7     ○ Default on Payment: In the event Defendants make a late payment or do  
8         not pay any portion of the Gross Settlement Amount, it shall be  
9         considered a default. In the event Defendants fail to make any payment on  
10        the date it is due, under Section 3.06(a), the Settlement Administrator will  
11        provide notice to Class Counsel and Defendants' counsel within three (3)  
12        business days of the missed payment. Thereafter, Defendants will have  
13        seven (7) days to cure the default and tender payment to the Settlement  
14        Administrator. In the event Defendants fail to cure the default within the  
15        times set forth herein, Named Plaintiff may elect to enter judgment  
16        against Defendants, on an ex parte basis, for the balance of the unpaid  
17        Gross Settlement Amount to date, and Named Plaintiff will be entitled to  
18        recover interest at ten percent (10%) per year from the due date for such  
19        payment and reasonable attorneys' fees and costs. (§3.06.g)
- 20     • Distribution: Within ten (10) court days after receiving Defendants' final  
21        payment, funding the Gross Settlement Amount in full, the Settlement  
22        Administrator will pay the Individual Settlement Payments to Participating Class  
23        Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the  
24        Incentive Award, and employer and employee tax withholdings applicable to the  
25        Net Settlement Amount allocated to wages. (§3.06.a)

- Uncashed Settlement Payment Checks: Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated. (§3.06.f)

### C. TERMS OF RELEASES

- Released Claims by Class Members: Upon the date Defendants fully fund the Settlement, Named Plaintiff and Participating Class Members who do not opt out of the Settlement, release the Released Parties from any and all claims alleged in Named Plaintiff's Operative Complaint, during the Class Period, including but not limited to all claims, rights, demands, damages, liabilities and causes of action, contingent or vested, in law or in equity, arising at any time during the Class Period for unpaid wages or other compensation, and/or related penalties, interest, costs, attorneys' fees, punitive damages, and/or injunctive or other equitable remedies, allegedly owed or available, arising out of, or reasonably related to the claims, allegations and operative facts asserted in the operative complaint, including but not limited to Defendants': (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay All Wages Due Upon Separation of Employment; (7) Violation of Business and Professions Code §§ 17200, et. seq., and (8) any other theories required to cover all claims advanced in the PAGA

1 claim. The operative period for that Complaint will be from May 1, 2019  
2 through December 31, 2020 (“Released Claims”). (§5.01)

- 3 • Released Claims by PAGA Group Members: Upon the date of funding the GSA,  
4 the State of California and PAGA Group Members release the Released Parties  
5 from all claims under PAGA that were exhausted in Plaintiff’s notice(s) sent to  
6 the LWDA and alleged in the operative complaint, which arose during the  
7 PAGA Period, regardless of whether PAGA Group Members opt out of the Class  
8 Settlement. (§5.02)
- 9 • “Released Parties” means Defendants and their respective former, current and  
10 future parent companies, subsidiaries, affiliates, shareholders, members, agents  
11 (including, without limitation, any investment bankers, accountants, insurers,  
12 reinsurers, attorneys and any past, present or future officers, and directors)  
13 predecessors, successors, and assigns. (§I.gg)
- 14 • The named Plaintiff will also provide a general release and a waiver of the  
15 protections of Cal. Civ. Code §1542. (§5.03)
- 16 • The releases are effective upon the date Defendants fund the Settlement, which  
17 is to be fully funded no later than six months following Final Approval. (§3.06.a)

### 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 December 19, 2022 that the  
14 presumption of fairness should be applied. No facts have come to the Court’s attention  
15 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a  
16 presumption 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 now been given to the Class and the LWDA. The notice process resulted in  
20 the following:

21 Number of class members: 877

22 Number of notices mailed: 877

23 Number of undeliverable notices: 12

24 Number of opt-outs: 0

25 Number of objections: 0

1           Number of participating class members: 877

2   (Lee Decl. ¶¶3-13.)

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

7           **C. CLASS CERTIFICATION IS PROPER**

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

10          **D. ATTORNEY FEES AND COSTS**

11          Class Counsel requests \$416,666.67 (33 1/3%) for attorney fees and \$14,305.18  
12 for costs. (Memo ISO Final at 1:19-20.)

13          Courts have an independent responsibility to review an attorney fee provision and  
14 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*  
15 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is  
16 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,  
17 503.

18          In the instant case, fees are sought pursuant to the percentage method, as cross-  
19 checked by lodestar. (Memo ISO Final at pp. 8-15.) The \$416,666.67 fee request is  
20 approximately one-third of the Gross Settlement Amount.

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

1 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*  
2 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155  
3 Cal.App.4th 1233, 1242-1243.

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

11 Attorney Bell represents that the hourly rates of her firm, Aegis Law Firm, PC, are  
12 comparable to those charged by other class action plaintiff’s counsel and the firms  
13 defending class actions and asserts that her firm’s rates were approved by other courts in  
14 the same geographical area, but references a single case without attaching a copy of an  
15 order, as well as the Laffey Matrix, a copy of which is not provided. (Declaration of  
16 Carolyn M. Bell ISO Final filed April 19, 2023, ¶35.) She represents that 420.8 hours of  
17 work were done by Aegis at hourly rates ranging from \$550 to \$825, resulting in  
18 \$278,065 in fees. (*Id.* at ¶¶36-37.) The lodestar of \$278,065 implies a multiplier of 1.5  
19 to reach the requested fee award. In support, she attaches a Lodestar Report of the tasks,  
20 hours, and attorneys working on the matter. (Exhibit 3 to Supp. Decl. of Bell filed June  
21 2, 2023.)

22 The Court declines to approve the suggested rates based on the information  
23 provide. Nonetheless, the \$416,666.67 fee request represents a reasonable percentage of  
24 the total funds paid by Defendant. The notice expressly advised class members of the  
25

1 fee request, and no one objected. (Lee Decl. ¶11, Exhibit A thereto.) Accordingly, the  
2 Court awards fees in the amount of **\$416,666.67**.

3 Class Counsel requests **\$14,305.18** in costs. (Bell Decl. ISO Final ¶39.) This is  
4 less than the \$20,000 cap provided in the settlement agreement (¶3.06.b). The amount  
5 was disclosed to Class Members in the Notice, and no objections were received. (Lee  
6 Decl. ¶11, Exhibit A thereto.) Costs include: Mediation (\$9,000), Expert (\$1,875), and  
7 Case Anywhere (\$961.20). (Exhibit 4 to Supp. Decl. of Bell filed June 2, 2023.)

8 The costs, aside from \$11.60 incurred for two cost items described as a "Database  
9 Research Fee" which should be considered attorney overhead not payable by the class,  
10 appear to be reasonable and necessary to the litigation, are reasonable in amount, and  
11 were not objected to by the class.

12 For all of the foregoing reasons, costs of **\$14,293.58** are approved.

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

14 Service awards are established in California and the Ninth Circuit in class  
15 actions. See *Cellphone Termination Fee Case* (2010), 186 Cal.App.4th 1380, 1393-  
16 1394 (noting the "scholarly debate about the propriety of individual awards to named  
17 plaintiffs" and the "surprising dearth of California authority directly addressing this  
18 question"); *In re Apple Device Litigation* (9<sup>th</sup> Cir. 2022) 50 F. 4<sup>th</sup> 769, 785; *Roes, 1-2 v.*  
19 *SFBSC Mgmt., LLC* (9<sup>th</sup> Cir. 2019) 944 F.3d 1035, 1057 (reasonable incentive  
20 awards are permitted to compensate class representatives for work on behalf of the class  
21 and financial or reputational risk undertaken in bringing the action).

22 Their apparent purpose is to reimburse actual expenses or to compensate a plaintiff  
23 where the market would not otherwise produce a plaintiff. *In Re Continental Securities*  
24 *Litigation* (7<sup>th</sup> Cir. 1992) 962 F. 2d 566, 571-572. Under existing California and Ninth  
25 Circuit authority they are permitted where there is a showing of the time and effort

1 expended by the individual and a reasoned explanation of financial or other risks  
2 undertaken by the class representative. See *Clark v. American Residential Services LLC*  
3 (2009) 175 Cal.App.4th 785, 806-807; see also *Cellphone Termination Cases* (2010) 186  
4 Cal.App.4th 1380, 1394-1395 ["Criteria courts may consider in determining whether to  
5 make an incentive award include: (1) the risk to the class representative in commencing  
6 suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered  
7 by the class representative; (3) the amount of time and effort spent by the class  
8 representative; (4) the duration of the litigation and; (5) the personal benefit (or lack  
9 thereof) enjoyed by the class representative as a result of the litigation.  
10 (Citations.)"]. Although no amount is set, in the Ninth Circuit many courts have found  
11 \$5,000 presumptively reasonable. See *Morrison v. Am. Nat'l Red Cross* (N.D.Cal. Jan. 8,  
12 2021, No. 19-cv-02855-HSG) 2021 U.S.Dist.LEXIS 4043, at \*24 (citing cases).

13 In determining the reasonableness of a requested incentive award, some courts  
14 have considered, among other factors, the proportionality between the incentive award  
15 requested and the average class member's recovery. *Id.* See also *Munoz v. BCI Coca-*  
16 *Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412-413. (Service award  
17 that was approximately twice what was paid to class members was appropriate exercise  
18 of Court's discretion). In addition, a service award is not additional consideration for a  
19 release of additional claims. See *Grady v. RCM Techs., Inc.* (C.D.Cal. May 2, 2023, No.  
20 5:22-cv-00842 JLS-SHK) 2023 U.S.Dist.LEXIS 84145, at \*24-32 and cases cited therein.

21 Class Representative Karen Zavala requests an enhancement award of **\$10,000**.  
22 (Memo ISO Final at 1:21.) Her initial Declaration, dated April 19, 2023, represented  
23 that she contributed to this action as follows: participating in conversations with her  
24 attorneys, providing them with information related to her working conditions and  
25 Defendant's company structure and operations, searching for documents to send to her

1 attorneys, assisting them in preparing for mediation/settlement discussions,  
2 communicating with them throughout settlement discussions, and reviewing the  
3 settlement agreement. (Declaration of Karen Zavala ISO Final ¶¶4-6.) She indicates  
4 that she benefitted the class by bringing this action rather than proceeding through the  
5 Labor Commissioner's office, which would have afforded her a speedier individual  
6 recovery. (Id. at ¶7). She estimates spending approximately 20 hours on the case at the  
7 time of that declaration. (Id. at ¶11.) She asserts that she was aware of the risks of  
8 serving as class representative, including the risk to her future career prospects, though  
9 she has not shown that she has been affected. (Id. at ¶¶8-10.)

10 By Supplemental Declaration filed December 5, 2023 Zavala represents that after  
11 preliminary approval and as result of the error in the class list she was in "constant  
12 contact" with her attorneys about the status of the case and provided information to them  
13 so as to determine whether the updated class information was reasonable. She also  
14 reached out to prospective class members to make sure they were aware of the  
15 settlement and encouraged them to check the work week information in the notices they  
16 received. Several class member also contacted her with questions as well. In total she  
17 estimates spending 80 hours on the matter (Supp. Zavala Dec. ¶¶ 7-9).

18 In light of the above-described contributions to this action, and in  
19 acknowledgment of the benefits obtained on behalf of the class as well as the average  
20 class recovery of \$850.66, a **\$8,500** service award to Plaintiff is reasonable and  
21 approved.

#### 22 **F. SETTLEMENT ADMINISTRATION COSTS**

23 The Settlement Administrator, Phoenix Class Action Administration Solutions,  
24 requests **\$12,995** in compensation for its work in administering this case. (Lee Decl.  
25 ¶19.) In the Settlement Agreement, costs of settlement administration were capped at

1 \$12,995 (¶3.06.c). Class Members were provided with notice of the amount and did not  
2 object. (Lee Decl. ¶11, Exhibit A thereto.)

3 Accordingly, settlement administration costs are approved in the amount of  
4 **\$12,995.**

5  
6 **IV. CONCLUSION AND ORDER**

7 The Court hereby:

- 8 (1) Grants class certification for purposes of settlement;  
9 (2) Grants final approval of the settlement as fair, adequate, and reasonable;  
10 (3) Awards **\$416,666.67** in attorney fees to Class Counsel, Aegis Law Firm, PC;  
11 (4) Awards **\$14,293.58** in litigation costs to Class Counsel;  
12 (5) Approves payment of **\$37,500** (75% of \$50,000 PAGA penalty) to the LWDA;  
13 (6) Awards **\$8,500** as a Class Representative Service Award to Karen Zavala;  
14 (7) Awards **\$12,995** in settlement administration costs to Phoenix Class Action  
15 Administration Solutions;  
16 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling  
17 and containing the class definition, full release language, and a statement that no  
18 class members opted out by December 8, 2023;  
19 (9) Orders class counsel to provide notice to the class members pursuant to  
20 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor  
21 Code §2699 (1)(3); and

22 //

23 //

24 //

1 (10) Sets a Non-Appeal Case Review re: Final Report re: Distribution of  
2 Settlement Funds for September 30, 2024 at 8:30 a.m. Final Report is to be filed  
3 by September 20, 2024.  
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6 Dated: 12/7/2023

Maren E. Nelson

MAREN E. NELSON

Judge of the Superior Court  
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