

FILED
Superior Court of California
County of Los Angeles

JAN 22 2024

David W. Slayton, Executive Officer/Clerk of Court
By: P. Herrera, Deputy

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

KENNETH CHRISTIE, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

AVOCADO GREEN BRANDS, INC., a
Corporation, and DOES 1 through 100,

Defendants.

Case No.: 21STCV22426

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[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: January 22, 2024
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiff Kenneth Christie sues his former employer, Defendant Avocado Green Brands LLC, ("Defendant" or "Avocado Green"), for alleged wage and hour violations.

1 Defendant is a mattress and furniture manufacturer. Plaintiff seeks to represent a class
2 of Defendant's current and former non-exempt employees.

3 On June 14, 2021, Plaintiff filed a complaint alleging causes of action for: (1)
4 failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1197, 1198); (2)
5 minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (3) meal
6 period violations (Labor Code §§ 226.7, 512); (4) rest period violations (Labor Code §§
7 226.7, 516); (5) waiting time penalties (Labor Code §§ 201-203); (6) wage statement
8 violations (Labor Code § 226, et seq.); (7) unfair competition (Bus. & Prof. Code §
9 17200, et seq.); and (8) civil penalties under the Private Attorneys General Act (Labor
10 Code § 2698, et seq.) ("PAGA").

11 On March 18, 2022, the parties attended a full-day mediation before mediator
12 Louis Marlin, which resulted in settlement. Following that mediation, Plaintiff also
13 agreed to settle certain individual non-wage claims. The parties subsequently finalized
14 the terms of the class settlement in a long-form Class Action and PAGA Settlement
15 Agreement, a copy of which was filed with the Court on August 10, 2022.

16 On December 1, 2022, the Court issued a "checklist" to the parties pertaining to
17 deficiencies with the proposed settlement, and in response, the agreement was modified
18 and additional information was provided concerning the settlement of Plaintiff's
19 individual claims. A hearing was held February 28, 2023, at which time the Court and
20 counsel discussed that the proposed releases appeared to be overly broad. The
21 settlement agreement was again revised and filed with the Court on March 29, 2023.

22 The settlement was preliminarily approved on March 30, 2023, subject to certain
23 conditions pertaining to revising the agreement's release language and the notice form,
24 with which there was compliance. On April 10, 2023, Plaintiff's counsel filed the Third
25 Amended Class Action and PAGA Settlement Agreement, attached as Exhibit A to the

1 Fourth Supplemental Declaration of Christopher L. Burrows in Support of Preliminary
2 Approval. All references below are to that agreement.

3 Plaintiff initially filed his motion for final approval of the settlement and
4 supporting documents on July 6, 2023, with hearing set for July 28, 2023. The papers
5 indicated that the Class Members who were sent re-mailed notices had their response
6 deadline extended to August 8, 2023. Accordingly, the Court called the matter for
7 hearing on July 28 and requested supplemental declarations be filed. The settlement
8 administrator filed a supplemental declaration stating that the completed class list
9 showed additional class members who were inadvertently excluded from the original
10 class list (see Declaration of Raquel Cardona filed August 8, 2023).

11 After the parties' counsel and the administrator each filed supplemental
12 declarations attesting to the accuracy of the updated class list, the matter of Plaintiff's
13 motion for final approval was heard on September 21, 2023. At hearing, the Court
14 ordered counsel to submit a Joint Stipulation and Order to approve a supplemental
15 notice to be issued to the class, and continued the matter of the final approval motion to
16 January 22, 2024. The Court approved the supplemental notice on September 26, 2023.

17 On December 26, 2023, Plaintiff filed an amended motion for final approval of
18 the settlement. Notice was given to the Class Members as ordered (see Declaration of
19 Kaylie O'Connor filed December 26, 2023 ("O'Connor Decl.")). Now before the Court
20 is Plaintiff's motion for final approval of the Settlement Agreement, including for
21 payment of fees, costs, and a service award to the named plaintiff. For the reasons set
22 forth below, the Court grants final approval of the settlement.

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II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

“Class” means all persons employed by Defendant in California and classified as non-exempt who worked for Defendant during the Class Period from June 14, 2017 to the date of preliminary approval by the Court. (§1.5)

“Class Period” means the period from June 14, 2017 to the date of preliminary approval. (§1.12)

“Aggrieved Employee” means a person employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period from June 14, 2020 to the date of preliminary approval by the Court. (§1.4)

“PAGA Period” means the period from June 14, 2020 to the date of preliminary approval by the Court. (§1.31)

“Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (§1.35)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The original Gross Settlement Amount (“GSA”) is **\$280,000** (§1.22). This includes payment of a PAGA penalty of **\$25,000** to be paid 75% to the LWDA (\$18,750) and 25% to the Aggrieved Employees (\$6,250) (§3.2.5).
 - Escalator Clause: Based on its records, Defendant estimated that, as of the date of this Settlement Agreement, (1) there are 937 Class Members and 71,599 Total Workweeks during the Class period and (2) there were 481 Aggrieved Employees who worked 40 Pay Periods during the PAGA

1 Period. At the time of mediation, it was represented that the Settlement
2 Class consisted of approximately 71,599 workweeks. In the event that the
3 actual number of workweeks for the Settlement Class during the Class
4 Period increases by more than 20% (i.e. 14,319) as of the date of the
5 Preliminary Approval Order, Defendant shall increase the Gross
6 Settlement Amount proportionately for each workweek over the 20%.
7 This amount will be calculated by dividing the settlement amount by the
8 number of workweeks. (¶8)

- 9 ○ At final approval, the settlement administrator represents that the total
10 class size is 1,029 class members who worked a total of 95,404
11 workweeks, triggering the escalator clause. (O'Connor Decl. ¶15.)
12 Pursuant to the terms of the Settlement Agreement, the escalator amount
13 was determined to be \$37,093.48, for a new Gross Settlement Amount of
14 **\$317,093.48**. (*Ibid.*) The updated GSA was disclosed on the
15 supplemental notice issued to the class. (*Id.* at ¶10, Exhibit A thereto.)

- 16 • The original estimated Net Settlement Amount ("Net") (\$126,167) under the
17 terms of the settlement agreement is the original GSA less:
 - 18 ○ Up to \$93,333 (33 1/3%) for attorney fees (¶3.2.2);
 - 19 ○ Up to \$18,000 for attorney costs (*Ibid.*);
 - 20 ○ Up to \$2,500 for a service award to the proposed class representative
21 (¶3.2.1); and
 - 22 ○ Up to \$15,000 for settlement administration costs (¶3.2.3).
- 23 • Employer-side payroll taxes will be paid by Defendant separately from the GSA
24 (¶3.1).

- 1 • Assuming the Court approves all maximum requested deductions, approximately
2 \$151,265.33 will be available for automatic distribution to participating class
3 members. Assuming full participation, the average settlement share will be
4 approximately \$147.29. ($\$151,265.33 \text{ Net} \div 1,027 \text{ class members} = \147.29).
5 In addition, each Aggrieved Employee will receive a portion of the PAGA
6 penalty, estimated to be \$6.94 per Aggrieved Employee. ($\$6,250 \text{ or } 25\% \text{ of}$
7 $\$25,000 \text{ PAGA penalty} \div 901 \text{ Aggrieved Employees} = \6.94).
8 • There is no Claim Requirement (§3.1).
9 • The settlement is not reversionary (§3.1).
10 • Individual Settlement Share Calculation: Individual Class Payment are
11 calculated by (a) dividing the Net Settlement Amount by the total number of
12 Workweeks worked by all Participating Class Members during the Class Period
13 and (b) multiplying the result by each Participating Class Member's Workweeks.
14 (§3.2.4) Non-Participating Class Members will not receive any Individual Class
15 Payments. The Administrator will retain amounts equal to their Individual Class
16 Payments in the Net Settlement Amount for distribution to Participating Class
17 Members on a pro rata basis. (§3.2.4.2)
 - 18 ○ PAGA Payments: The Administrator will calculate each Individual
19 PAGA Payment by (a) dividing the amount of the Aggrieved Employees'
20 25% share of PAGA Penalties \$25,000 by the total number of PAGA
21 Period Pay Periods worked by all Aggrieved Employees during the
22 PAGA Period and (b) multiplying the result by each Aggrieved
23 Employee's PAGA Period Pay Periods. (§3.2.5.1)
- 24 • Tax Withholdings: Individual Class Payments will be allocated as 25% wages,
25 75% interest and penalties (§3.2.4.1).

- 1 • Funding of Settlement: Defendant shall fully fund the Gross Settlement Amount,
2 and also fund the amounts necessary to fully pay Defendant's share of payroll
3 taxes by transmitting the funds to the Administrator no later than 14 days after
4 the Effective Date. (¶4.3)
- 5 • Distribution: Within 14 days after Defendant funds the Gross Settlement
6 Amount, the Administrator will mail checks for all Individual Class Payments,
7 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
8 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
9 Litigation Expenses Payment, and the Class Representative Service Payment.
10 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
11 Expenses Payment and the Class Representative Service Payment shall not
12 precede disbursement of Individual Class Payments and Individual PAGA
13 Payments. (¶4.4)
- 14 • Uncashed Settlement Payment Checks: The face of each check shall prominently
15 state the date (not less than 180 days after the date of mailing) when the check
16 will be voided. The Administrator will cancel all checks not cashed by the void
17 date. (¶4.4.1) For any Class Member whose Individual Class Payment check or
18 Individual PAGA Payment check is uncashed and cancelled after the void date,
19 the Administrator shall transmit the funds represented by such checks to a Court-
20 approved nonprofit organization or foundation consistent with Code of Civil
21 Procedure Section 384, subd. (b) ("Cy Pres Recipient") Justice Gap Fund.
22 (¶4.4.3) The Parties, Class Counsel and Defense Counsel represent that they
23 have no interest or relationship, financial or otherwise, with the intended Cy Pres
24 Recipient. (Burrows Decl. ISO Prelim ¶36; Decl. of Kenneth Christie ISO
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1 Prelim ¶6; Decl. of Nicole A. Naleway ISO Prelim ¶¶3-5; Decl. of Raquel
2 Cardona ISO Prelim ¶2.)

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4 **C. TERMS OF RELEASES**

- 5 • Effective on the date when Defendant fully funds the entire Gross Settlement
6 Amount and funds all employer payroll taxes owed on the Wage Portion of the
7 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will
8 release claims against all Released Parties as follows: (¶5)
- 9 • Release by Participating Class Members Who Are Not Aggrieved Employees:
10 All Participating Class Members, on behalf of themselves and their respective
11 former and present representatives, agents, attorneys, heirs, administrators,
12 successors, and assigns, release Released Parties from (i) all claims that were
13 alleged, or reasonably could have been alleged, based on the Class Period facts
14 stated in the Operative Complaint and ascertained in the course of the Action
15 including any and all claims involving any alleged: Failure to Pay all Wages
16 Due, including Minimum Wage, Overtime and Double-Time Wages; Failure to
17 Pay Straight Time Wages; Failure to Properly Compensate the Regular Rate of
18 Pay; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest
19 Periods; Failure to Comply with Itemized Employee Wage Statement Provisions;
20 Waiting Time Penalties; Failure to Pay all Wages in a Timely Manner; Failure to
21 Issue Payment of Wages in a Compliant Instrument per Labor Code sections 212
22 and 213; Failure to Pay All Wages Due at the Time of Termination of
23 Employment; Violations of the Labor Code Private Attorneys General Act of
24 2004; and Violation of Unfair Competition Law. Released Claims also means
25 any claims, rights, demands, liabilities, damages, wages, benefits, expenses,

1 penalties, debts, obligations, attorneys' fees, costs, any other form of relief or
2 remedy in law, equity, and causes of action, that could potentially arise from the
3 receipt of any monies as a result of this settlement by any member of the
4 Settlement Class. Except as set forth in Section 5.3 of this Agreement,
5 Participating Class Members do not release any other claims, including claims
6 for vested benefits, wrongful termination, violation of the Fair Employment and
7 Housing Act, unemployment insurance, disability, social security, workers'
8 compensation, or claims based on facts occurring outside the Class Period. (§5.2)

9 • **Release by Non-Participating Class Members Who Are Aggrieved Employees:**

10 All Non-Participating Class Members who are Aggrieved Employees are
11 deemed to release, on behalf of themselves and their respective former and
12 present representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, the Released Parties from all claims for PAGA penalties that were
14 alleged, or reasonably could have been alleged, based on the PAGA Period facts
15 stated in the Operative Complaint; and the PAGA Notice and ascertained in the
16 course of the Action, including, (a) Failure to Pay all Wages Due, including
17 Minimum Wage, Overtime and Double-Time Wages; (b) Failure to Pay Straight
18 Time Wages; (c) Failure to Properly Compensate the Regular Rate of Pay; (d)
19 Failure to Provide Meal Periods; (e) Failure to Authorize and Permit Rest
20 Periods; (f) Failure to Comply with Itemized Employee Wage Statement
21 Provisions; (g) Waiting Time Penalties; (h) Failure to Pay all Wages in a Timely
22 Manner; (i) Failure to Issue Payment of Wages in a Compliant Instrument per
23 Labor Code sections 212 and 213; (j) Failure to Pay All Wages Due at the Time
24 of Termination of Employment; (k) Violations of the Labor Code Private
25

1 Attorneys General Act of 2004; (l) Violation of Unfair Competition Law; (m)
2 Labor Code 1174 failure to maintain employee records. (§5.3)

- 3 • “Released Parties” means: Defendant and each of its former and present
4 directors, officers, shareholders, owners, members, attorneys, insurers,
5 predecessors, successors, assigns, subsidiaries, and affiliates. (§1.41)
- 6 • The named Plaintiff will also provide a general release and a waiver of the
7 protections of Cal. Civ. Code §1542. (§5.1)
- 8 • The releases are effective on the date when Defendant fully funds the entire
9 Gross Settlement Amount, which would occur no later than 14 days after the
10 Effective Date. (§4.3)

11 12 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

13 “Before final approval, the court must conduct an inquiry into the fairness of the
14 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the
15 settlement agreement after the final approval hearing, the court must make and enter
16 judgment. The judgment must include a provision for the retention of the court’s
17 jurisdiction over the parties to enforce the terms of the judgment. The court may not
18 enter an order dismissing the action at the same time as, or after, entry of judgment.”
19 Cal. Rules of Court, rule 3.769(h).

20 As discussed more fully in the Order conditionally approving the settlement, “[i]n
21 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
22 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
23 action. The purpose of the requirement [of court review] is the protection of those class
24 members, including the named plaintiffs, whose rights may not have been given due
25 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*

1 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
2 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
3 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
4 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
5 extent necessary to reach a reasoned judgment that the agreement is not the product of
6 fraud or overreaching by, or collusion between, the negotiating parties, and that the
7 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
8 quotation marks omitted].

9 “The burden is on the proponent of the settlement to show that it is fair and
10 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
11 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
12 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
13 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
14 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
15 1802. Notwithstanding an initial presumption of fairness, “the court should not give
16 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
17 116, 130. “Rather, to protect the interests of absent class members, the court must
18 independently and objectively analyze the evidence and circumstances before it in order
19 to determine whether the settlement is in the best interests of those whose claims will be
20 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
21 that determination, the court should consider factors such as “the strength of plaintiffs’
22 case, the risk, expense, complexity and likely duration of further litigation, the risk of
23 maintaining class action status through trial, the amount offered in settlement, the extent
24 of discovery completed and stage of the proceedings, the experience and views of
25 counsel, the presence of a governmental participant, and the reaction of the class

1 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
2 the court is free to engage in a balancing and weighing of factors depending on the
3 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

4 **A. A PRESUMPTION OF FAIRNESS EXISTS**

5 The Court preliminarily found in its Order of March 30, 2023 that the presumption
6 of fairness should be applied. No facts have come to the Court’s attention that would
7 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption
8 of fairness as set forth in the preliminary approval order.

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

10 The settlement was preliminarily found to be fair, adequate and reasonable.
11 Notice has now been given to the Class and the LWDA. The notice process resulted in
12 the following:

13 Number of class members: 1,029

14 Number of notices mailed: 1,029

15 Number of undeliverable notices: 11

16 Number of opt-outs: 2

17 Number of objections: 0

18 Number of participating class members: **1,027**

19 (O’Connor Decl. ¶¶5-19.)

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

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1 **C. CLASS CERTIFICATION IS PROPER**

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

4 **D. ATTORNEY FEES AND COSTS**

5 Class Counsel requests **\$105,680** (33.33% of escalated GSA) for attorney fees and
6 **\$17,898.15** for costs. (Amended MFA at 2:15-17.)

7 Courts have an independent responsibility to review an attorney fee provision and
8 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
9 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
10 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
11 503.

12 In the instant case, fees are sought pursuant to the percentage method, as cross-
13 checked by lodestar. (MFA at pp. 12-15.) The \$105,680 fee request is approximately
14 one-third of the escalated Gross Settlement Amount of \$317,093.48.

15 A lodestar is calculated by multiplying the number of hours reasonably expended
16 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
17 1095-1096 (*PLCM*). “Generally, ‘[t]he lodestar is calculated using the reasonable rate
18 for comparable legal services in *the local community* for noncontingent litigation of the
19 same type, multiplied by the reasonable number of hours spent on the case.’ ”
20 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
21 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
22 Cal.App.4th 1233, 1242-1243.

23 As to the reasonableness of the rate and hours charged, trial courts consider
24 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill
25 required in its handling, the skill employed, the attention given, the success or failure,

1 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
2 allow the court to consider whether the case was overstaffed, how much time the
3 attorneys spent on particular claims, and whether the hours were reasonably expended.”
4 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

5 Attorney Burrows represents that he spent over 255 hours on the case, providing a
6 summary list of the tasks he performed. (Amended Declaration of Christopher L.
7 Burrows ISO Final ¶28.) At an hourly rate of \$750, his lodestar for the action is
8 \$191,250. (*Id.* at ¶29.) The lodestar implies a multiplier of 0.55 to reach the requested
9 fees. He asserts that his current hourly rate is consistent with rates for which he was
10 previously approved, though he does not specify cases. (*Ibid.*)

11 Burrows also attaches the *Laffey* Matrix in support. (*Id.* at Exhibit C.) The Laffey
12 matrix reference relied upon is of limited usefulness as it does not break down for area of
13 practice or geography. *Cf. Stratton v. Beck*, 9 Cal. App. 5th 483, 496, (2017) (hourly rate
14 of \$450 was proper where lawyer had decades of experience in labor matters and
15 presented evidence of rates of \$500 to \$800 per hour—charged by similarly experienced
16 labor lawyers in the Los Angeles area); *Davis v. Brown Shoe Co.* (E.D. Cal.) 2015 U.S.
17 Dist. LEXIS 149010 (rates for experienced wage and hour lawyers in Los Angeles \$695-
18 \$395 per hour); *Ruiz v. JCP Logistics, Inc.* (C.D. Cal. Aug. 12, 2016, No. SACV 13-
19 1908-JLS (ANx)) 2016 U.S. Dist. LEXIS 189280, at *28-30.) (rejecting Laffey matrix
20 and setting \$600 per hour for experienced wage and hour class action counsel).

21 Nonetheless, the **\$105,680** fee request represents a reasonable percentage of the
22 total funds paid by Defendant. Further, the notice expressly advised class members of
23 the fee request, and no one objected. (O’Connor Decl. ¶13, Exhibit A thereto.)
24 Accordingly, the Court awards fees in the amount of **\$105,680**.
25

1 Class Counsel requests **\$17,898.15** in costs. This is less than the \$18,000 cap
2 provided in the settlement agreement (¶3.2.2), which was disclosed to Class Members in
3 the Notice and no objections were received. (O'Connor Decl. ¶13, Exhibit A thereto.)
4 Costs include: Mediation (\$7,000), Expert Economist Data Analysis (\$5,750), and Case
5 Anywhere (\$1,690.40). (Amended Burrows Decl. ISO Final, Exhibit B.) The listed
6 costs also include \$662.75 for "Online Legal Research, duplication (sic), materials." The
7 Court declines to award this cost item as the term "materials" is ambiguous, and Cal.
8 Civ. Proc. Code section 1033.5, subdivision (b)(2) precludes recovery of investigation
9 expenses and photocopying charges. Furthermore, fees for legal research, computer or
10 otherwise, may not be recovered under section 1033.5. (*Ladas v. California State Auto.*
11 *Assn.* (1993) 19 Cal. App. 4th 761, 776.)

12 Aside from the cost item for \$662.75 for "Online Legal Research, duplication
13 (sic), materials", the costs appear to be reasonable and necessary to the litigation, are
14 reasonable in amount, and were not objected to by the class. For the foregoing reasons,
15 costs of **\$17,235.40** are approved.

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

17 A service (or incentive) fee award to a named class representative must be
18 supported by evidence that quantifies the time and effort expended by the individual and
19 a reasoned explanation of financial or other risks undertaken by the class representative.
20 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
21 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
22 ["Criteria courts may consider in determining whether to make an incentive award
23 include: (1) the risk to the class representative in commencing suit, both financial and
24 otherwise; (2) the notoriety and personal difficulties encountered by the class
25 representative; (3) the amount of time and effort spent by the class representative; (4) the

1 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
2 class representative as a result of the litigation. (Citations.)”].

3 Class Representative Kenneth Christie requests an enhancement award of **\$2,500**.
4 (Amended MFA at 16:24-25.) He represents that his contributions to this action include:
5 meeting with his attorneys, providing documents and correspondence to them,
6 discussing Defendant’s policies and practices, speaking to other employees of
7 Defendant, being involved in discussions regarding case strategy, and reviewing case
8 documents. (Declaration of Kenneth Christie ISO Final ¶¶4, 8.) He estimates spending
9 50 hours on the case. (*Id.* at ¶8.) He claims that his involvement in this case may have
10 resulted in a lost employment opportunity as he believes that competitors in the furniture
11 rental and staging industry became aware of his lawsuit, though he says he cannot prove
12 it. (*Ibid.*)

13 In light of the above-described contributions to this action, and in
14 acknowledgment of the benefits obtained on behalf of the class, a **\$2,500** service award
15 to Plaintiff is reasonable and approved.

16 **F. SETTLEMENT ADMINISTRATION COSTS**

17 The Settlement Administrator, CPT Group, Inc., requests **\$14,750** in
18 compensation for its work in administering this case. (O’Connor Decl. ¶17.) At the
19 time of preliminary approval, costs of settlement administration were estimated at
20 \$15,000 (¶3.2.3). Class Members were provided with notice of the estimated cost of
21 \$15,000 and did not object. (O’Connor Decl. ¶13, Exhibit A thereto.)

22 Accordingly, settlement administration costs are approved in the amount of
23 **\$14,750**.

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25 //

1 **IV. CONCLUSION AND ORDER**

2 The Court hereby:

- 3 (1) Grants class certification for purposes of settlement;
- 4 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 5 (3) Awards **\$105,680** in attorney fees to Class Counsel, Burrows Law Firm, APC;
- 6 (4) Awards **\$17,235.40** in litigation costs to Class Counsel;
- 7 (5) Approves payment of **\$18,750** (75% of \$25,000 PAGA penalty) to the LWDA;
- 8 (6) Awards **\$2,500** as a Class Representative Service Award to Kenneth Christie;
- 9 (7) Awards **\$14,750** in settlement administration costs to CPT Group, Inc.;
- 10 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
- 11 and containing the class definition, full release language, and the names of the
- 12 class members who opted out by 1/26/24;
- 13 (9) Orders class counsel to provide notice to the class members pursuant to
- 14 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
- 15 Code §2699 (1)(3); and
- 16 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
- 17 Settlement Funds for

18 10/24/24, at 8:30 am.

19 Final Report is to be filed by

20 10/17/24. If there is unpaid residue

21 or unclaimed or abandoned class member funds and/or interest thereon to be

22 distributed to Justice Gap Fund, Plaintiff's counsel shall also submit an

23 Amended Judgment pursuant to Cal. Code of Civ. Pro. § 384 and give notice of

24 //

1 the Judicial Council of California upon entry of the Amended Judgment, when
2 entered, pursuant to Cal. Code of Civ. Pro. §384.5.

3
4
5 Dated:

01/22/24



MAREN E. NELSON

Judge of the Superior Court