

FILED
Superior Court of California
County of Los Angeles

APR 25 2023

David W. Slayton, Executive Officer/Clerk of Court
By: A. He, Deputy

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

MARCOS GARNICA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

SOCAL RETAIL SERVICES, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No.: 21STCV08762

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

Date: April 25, 2023
Time: 9:00 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiff Marcos Garnica sues his former employer, Defendant So Cal Retail Services, Inc. ("Defendant" or "SCR"), for alleged wage and hour violations. Defendant is a corporation that employs individuals to perform construction jobs for

1 various retail and commercial businesses in California. Plaintiff seeks to represent a
2 class of Defendant's current and former non-exempt employees. The complaint alleges
3 causes of action for: (1) minimum wage violations (Labor Code §§ 1182.12, 1194,
4 1194.2, 1197); (2) failure to pay all overtime wages (Labor Code §§ 204, 510, 558,
5 1194, 1198); (3) meal period violations (Labor Code §§ 226.7, 512); (4) rest period
6 violations (Labor Code §§ 226.7, 516); (5) failure to reimburse for necessary business
7 expenses (Labor Code § 2802); (6) wage statement violations (Labor Code § 226, et
8 seq.); (7) waiting time penalties (Labor Code §§ 201-203); and (8) unfair competition
9 (Bus. & Prof. Code § 17200, et seq.). On May 28, 2021, Plaintiff amended his
10 complaint to add an additional cause of action for: (9) civil penalties under the Private
11 Attorneys General Act (Labor Code § 2698, et seq.) ("PAGA").

12 On March 23, 2022, the parties participated in a full-day mediation with Tripper
13 Ortman, Esq., which resulted in a settlement. The parties subsequently finalized the
14 long-form Stipulation of Settlement which was presented for approval by motion filed
15 July 22, 2022. By Order of August 12, 2022, a "checklist" of issues to be addressed
16 was issued and the matter set for hearing on December 21, 2022.

17 On November 29, 2022, the parties filed supplemental papers and an amended
18 Stipulation of Settlement (Settlement Agreement). See Exhibit A to Supplemental
19 Declaration of Daniel J. Brown ISO Prelim. All references below are to the Amended
20 Settlement Agreement.

21 The settlement was preliminarily approved on December 22, 2022. Notice was
22 given to the Class Members as ordered (see Declaration of Jarrod Salinas ("Salinas
23 Decl.")). Now before the Court is Plaintiff's motion for final approval of the
24 Settlement Agreement, including for payment of fees, costs, and a service award to the
25

1 named plaintiff. For the reasons set forth below, the Court grants final approval of the
2 settlement.

3 4 **II. THE TERMS OF THE SETTLEMENT**

5 6 **A. SETTLEMENT CLASS DEFINITION**

7 “Settlement Class” is defined as: All individuals who worked for Defendant So
8 Cal Retail Services, Inc. (“Defendant”) in California as non-exempt employees from
9 March 5, 2017 through March 31, 2022. (§1)

10 “Class Period” is defined as: From March 5, 2017 through March 31, 2022. (§1)

11 “Aggrieved Employees” is defined as: Plaintiff and every non-exempt employee
12 who worked for Defendant from March 5, 2020 through March 31, 2022. (§2.B)

13 “PAGA Period” is defined as: From March 5, 2020 through March 31, 2022.
14 (§2.B)

15 16 **B. THE MONETARY TERMS OF SETTLEMENT**

17 The essential monetary terms are as follows:

- 18 • The Maximum Settlement Amount (“MSA”) is **\$250,000** (§3). This includes
19 payment of a PAGA penalty of **\$5,000** to be paid 75% to the LWDA (\$3,750)
20 and 25% to the Aggrieved Employees (\$1,250) (§3.B.5).
 - 21 ○ Escalator Clause: SCR represents that as of March 23, 2022, there were
22 approximately 118 putative class members that worked a combined 7,685
23 work weeks during the class period. If either the actual number of class
24 members is ten percent (10%) more than 118 or the number of work
25 weeks worked during the class period is ten percent (10%) more than

1 7,685 work weeks, SCR shall increase the MSA on a pro-rata basis equal
2 to the increase in the number of class members and/or work weeks if the
3 number of class members or number of work weeks is greater than 10%
4 (e.g., if the number of work weeks or class members increases by 11%,
5 SCR will increase the MSA by 1%; e.g., if the number of work weeks or
6 class members increases by 25%, SCR will increase the MSA by 15%).
7 (¶3.D)

8 ○ At final approval, the settlement administrator represents that there are
9 117 Settlement Class Members who worked a total of 5,862 workweeks
10 during the Class Period. (Salinas Decl. ¶11.) Accordingly, the escalator
11 clause was not triggered.

- 12 • The Net Settlement Amount (“Net”) (**\$130,167**) is the GSA less:
 - 13 ○ Up to **\$83,333** (33 1/3%) for attorney fees (¶3.B.4);
 - 14 ○ Up to **\$20,000** for attorney costs (*Ibid.*);
 - 15 ○ Up to **\$5,000** for a service award to the proposed class representative
16 (¶3.B.3); and
 - 17 ○ Up to **\$6,500** for settlement administration costs (¶3.B.2).
- 18 • Employer-side payroll taxes shall be paid by Defendant separate and apart from
19 the Maximum Settlement Amount. (¶3.C)
- 20 • Assuming the Court approves all maximum requested deductions, approximately
21 \$133,507.69 will be available for automatic distribution to the participating class
22 members. The highest individual settlement share to be paid is approximately
23 \$4,781.11, the lowest individual settlement share to be paid is approximately
24 \$19.03, while the average individual settlement share to be paid is approximately
25 \$1,137.11. (Salinas Dec. ¶13).

- 1 • There is no Claim Requirement (§4).
- 2 • The settlement is not reversionary (§3.B).
- 3 • Individual Settlement Share Calculation: From the Net Settlement Fund, the
4 Settlement Administrator will calculate each Settlement Class Member's
5 Individual Settlement Award. Settlement Awards shall be based on the following
6 formula: (§4.B)
 - 7 ○ Waiting Time Amount: Twenty percent (20%) of the Net Settlement Fund
8 shall be designated as the "Waiting Time Amount." Each participating
9 Settlement Class Member who separated their employment from SCR at
10 any time from March 5, 2018 through March 31, 2022 ("Waiting Time
11 Period"), shall receive an equal, pro-rata share of the Waiting Time
12 Amount. (§4.B.i)
 - 13 ○ Wage Statement Amount: Fifteen percent (15%) of the Net Settlement
14 Fund shall be designated as the "Wage Statement Amount." Each
15 participating Settlement Class Member who was employed by SCR at any
16 time from March 5, 2020 through March 31, 2022 shall receive a portion
17 of the Wage Statement Amount proportionate to the number of pay
18 periods that he or she worked during the period from March 5, 2020
19 through March 31, 2022 ("Wage Statement Period"). (§4.B.ii)
 - 20 ○ The remainder of the Net Settlement Fund shall be distributed to each
21 participating Settlement Class Member based on their proportionate share
22 of Eligible Workweeks during the Class Period, by multiplying the
23 remaining Net Settlement Fund by a fraction, the numerator of which is
24 the participating Settlement Class Member's Eligible Workweeks during
25 the Class Period, and the denominator of which is the total Eligible

1 Workweeks of all participating Settlement Class Members during the
2 Class Period. (§4.B.iii)

- 3 ○ An “Eligible Workweek” shall be any workweek in which the Class
4 Member worked at least one day during the workweek based on SCR’s
5 records. (§4.B.iii)
- 6 ○ PAGA Amount: Each Aggrieved Employee who was employed by SCR
7 at any time from March 5, 2020 through March 31, 2022, shall receive a
8 portion of the One Thousand Two Hundred Fifty Dollars and Zero Cents
9 (\$1,250.00) of the Net Settlement Fund that has been designated as the
10 “PAGA Amount” proportionate to the number of pay periods that he or
11 she worked during the period from March 5, 2020 through March 31,
12 2022 (“PAGA Period”). (§4.C)

- 13 • Tax Withholdings: Individual Settlement Award shall be designated as 20%
14 wages, 80% penalties and interest. 100% of the PAGA Amount paid to
15 Aggrieved Employees shall be designated as penalties and interest subject to IRS
16 Form 1099 reporting with no withholdings. (§4.E)
- 17 • Funding of Settlement: The Maximum Settlement Amount shall be deposited
18 with the Settlement Administrator in two (2) installments as follows: (i) SCR
19 shall make the first installment payment of \$50,000.00 within fifteen (15) days
20 of the date of Preliminary Approval and (ii) SCR shall pay the remainder of the
21 MSA and its share of payroll taxes within thirty (30) days of the date of Final
22 Approval (which, for this purpose, shall be defined as the date on which the
23 Court enters an Order granting Final Approval, or solely in the event that there
24 are any objections to the settlement, the filing of an objection being a
25 prerequisite to the filing of an appeal, the later of: (i) the last date on which any

1 appeal might be filed, or (ii) the successful resolution of any appeal(s) –
2 including expiration of any time to seek reconsideration or further review); The
3 Settlement Administrator shall hold all portions of the Maximum Settlement
4 Amount in an interest-bearing account for the benefit of the Settlement Class
5 until the time for disbursement as called for in this Settlement Agreement. (¶3.A)

6 ○ At final approval, the settlement administrator represents that Defendant
7 deposited its first installment payment of \$50,000 on December 30, 2022,
8 pursuant to the settlement. (Salinas Decl. ¶16.)

- 9 • Distribution: Within ten (10) days following the full funding of the Maximum
10 Settlement Amount with the Settlement Administrator by SCR, the Settlement
11 Administrator will calculate Individual Settlement Award amounts and mail
12 Individual Settlement Awards to participating Settlement Class Members and
13 transfer to Class Counsel its attorney's fees and verified costs. (¶4.D)
- 14 • Uncashed Settlement Payment Checks: Each Settlement Class Member who
15 receives an Individual Settlement Award must negotiate the settlement check
16 within one hundred eighty (180) days from the date of issuance. The one
17 hundred eighty (180) day expiration of the settlement checks will be pre-printed
18 on the front of the settlement check. Any funds payable to Settlement Class
19 Members whose checks are not negotiated within one hundred eighty (180) days
20 period will not be reissued and will be transferred by the settlement
21 administrator to Inner City Law Center, a nonprofit poverty-law firm serving the
22 poorest and most vulnerable residents of Los Angeles as a cy pres. (¶4.F)

23 ○ All parties and counsel represent that they have no interest or involvement
24 in the governance or work of Inner City Law Center. (Supp. Decl. of
25

1 Daniel J. Brown ISO Prelim ¶10; Decl. of Jeff Coss ISO Prelim ¶3; Decl.
2 of Lisa K. Garner ISO Prelim ¶4.)

3
4 **C. TERMS OF RELEASES**

- 5 • Class Releases by Settlement Class Members: Plaintiff and every member of the
6 Settlement Class (except those who opt out) will fully release and discharge
7 Defendant, its past or present officers, directors, shareholders, and managers,
8 supervisors, owners, agents, principals, heirs, representatives, and its respective
9 successors, predecessors in interest, insurers, and attorneys (collectively the
10 “Released Parties”) from all Released Claims. (¶2.A)
- 11 ○ Participating Class Members release the Released Parties from all claims
12 that were alleged, or reasonably could have been alleged, based on the
13 Class Period facts stated in the Operative Complaint and ascertained in
14 the course of the Action, including, any and all claims for: (a) failure to
15 pay all regular wages, minimum wages, and overtime wages due; (b)
16 failure to provide meal periods or compensation in lieu thereof; (c) failure
17 to provide rest periods or compensation in lieu thereof; (d) failure to
18 reimburse necessary business expenses; (e) failure to provide complete,
19 accurate wage statements; (f) failure to pay wages timely at time of
20 termination or resignation; and (g) unfair business practices that could
21 have been premised on all claims that were alleged, or reasonably could
22 have been alleged, based on the Class Period facts stated in the Operative
23 Complaint and ascertained in the course of the Action. Except as set forth
24 above, Participating Class Members do not release any other claims,
25 including claims for vested benefits, wrongful termination, violation of

1 the Fair Employment and Housing Act, unemployment insurance,
2 disability, social security, workers' compensation, or claims based on
3 facts occurring outside the Class Period. This release shall apply to all
4 Participating Class Members and all claims arising during the Class
5 Period. (§2.A)

- 6 • PAGA Release by Aggrieved Employees: Plaintiff and every non-exempt
7 employee who worked for Defendant from March 5, 2020 through March 31,
8 2022 ("Aggrieved Employees") will fully release and discharge the Released
9 Parties from all claims for civil penalties under the California Labor Code
10 Private Attorneys General Act of 2004 ("PAGA"), for claims that were alleged,
11 or reasonably could have been alleged, based on the PAGA Period facts stated in
12 the Operative Complaint and ascertained in the course of the Lawsuit and the
13 March 5, 2022 letter Plaintiff sent to the California Labor and Workforce
14 Development Agency ("LWDA") ("PAGA Notice"), including any and all
15 claims for civil penalties for violations of Labor Code sections 201 - 204, 210,
16 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, and
17 2699 (collectively, the "PAGA Released Claims"), regardless of whether the
18 Aggrieved Employee opts out from the Settlement Agreement. The release
19 period shall run from March 5, 2020 through March 31, 2022 ("PAGA Period").
20 Except as set forth above, Aggrieved Employees do not release any other claims,
21 including claims for vested benefits, wrongful termination, violation of the Fair
22 Employment and Housing Act, unemployment insurance, disability, social
23 security, workers' compensation, or claims based on facts occurring outside the
24 Class Period. (§2.B)

- The named Plaintiff will also provide a general release and a waiver of the protections of Cal. Civ. Code §1542. (§§2.A, 2.C)
- The releases are effective upon full payment of the Maximum Settlement Amount. (§2.D)

III. ANALYSIS OF SETTLEMENT AGREEMENT

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

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

1 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
2 quotation marks omitted].

3 “The burden is on the proponent of the settlement to show that it is fair and
4 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
5 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
6 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
7 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
8 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
9 1802. Notwithstanding an initial presumption of fairness, “the court should not give
10 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
11 116, 130. “Rather, to protect the interests of absent class members, the court must
12 independently and objectively analyze the evidence and circumstances before it in order
13 to determine whether the settlement is in the best interests of those whose claims will be
14 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
15 that determination, the court should consider factors such as “the strength of plaintiffs'
16 case, the risk, expense, complexity and likely duration of further litigation, the risk of
17 maintaining class action status through trial, the amount offered in settlement, the extent
18 of discovery completed and stage of the proceedings, the experience and views of
19 counsel, the presence of a governmental participant, and the reaction of the class
20 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
21 the court is free to engage in a balancing and weighing of factors depending on the
22 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

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1 **A. A PRESUMPTION OF FAIRNESS EXISTS**

2 The Court preliminarily found in its Order of December 22, 2022 that the
3 presumption of fairness should be applied. No facts have come to the Court's attention
4 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a
5 presumption of fairness as set forth in the preliminary approval order.

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

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

10 Number of class members: 118

11 Number of notices mailed: 118

12 Number of undeliverable notices: 6

13 Number of opt-outs: 1

14 Number of objections: 0

15 Number of participating class members: **117**

16 (Salinas Decl. ¶¶3-11.)

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

21 **C. CLASS CERTIFICATION IS PROPER**

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

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1 **D. ATTORNEY FEES AND COSTS**

2 Class Counsel requests **\$83,333** (33 1/3%) for attorney fees and **\$16,659.31** for
3 costs. (Declaration of Daniel J. Brown ISO Final ¶19.)

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

9 In the instant case, fees are sought pursuant to the percentage method, as cross-
10 checked by lodestar. (Motion for Attorneys' Fees at pp. 5-14.) The \$83,333 fee request
11 is approximately one-third of the Maximum Settlement Amount.

12 A lodestar is calculated by multiplying the number of hours reasonably expended
13 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
14 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is calculated using the reasonable rate
15 for comparable legal services in *the local community* for noncontingent litigation of the
16 same type, multiplied by the reasonable number of hours spent on the case.' "
17 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
18 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
19 Cal.App.4th 1233, 1242-1243.

20 As to the reasonableness of the rate and hours charged, trial courts consider
21 factors such as "the nature of the litigation, its difficulty, the amount involved, the skill
22 required in its handling, the skill employed, the attention given, the success or failure,
23 and other circumstances." *PLCM, supra*, 22 Cal.4th at p. 1096. "The evidence should
24 allow the court to consider whether the case was overstaffed, how much time the
25

1 attorneys spent on particular claims, and whether the hours were reasonably expended.”

2 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

3 Attorney Brown represents that he incurred a lodestar of \$19,876.40 based on an
4 hourly rate of \$629 and 31.6 hours spent on this case. (Brown Decl. ISO Final ¶21.) His
5 colleague, attorney Surls, represents that he incurred a lodestar of \$76,911.20 based on an
6 hourly rate of \$508 and 151.4 hours spent on the case. (Declaration of Ethan C. Surls
7 ISO Final ¶7.) Class Counsel’s total lodestar of \$96,787.60 implies a multiplier of 0.86
8 to reach the requested fees. In support, Brown attaches records of both attorneys’ time
9 and tasks done in this action. (Brown Decl. ISO Final, Exhibit C.) He asserts that he is
10 experienced in wage and hour class and representative action litigation. (*Id.* at ¶¶3-4,
11 20.) He further represents that he was approved as class counsel in numerous cases at the
12 same approximate rate, though he does not provide specific examples of this. (*Id.* at
13 ¶21.)

14 Brown also contends that he and Surls based their hourly rates based on the Laffey
15 Matrix. (*Id.* at ¶21, Exhibit D.) The Laffey matrix is of limited usefulness as it does not
16 break down for area of practice or geography. *Cf. Stratton v. Beck*, 9 Cal. App. 5th 483,
17 496, (2017) (hourly rate of \$450 was proper where lawyer had decades of experience in
18 labor matters and presented evidence of rates of \$500 to \$800 per hour—charged by
19 similarly experienced labor lawyers in the Los Angeles area); *Davis v. Brown Shoe Co.*
20 (E.D. Cal.) 2015 U.S. Dist. LEXIS 149010 (rates for experienced wage and hour lawyers
21 in Los Angeles \$695-\$395 per hour); *Ruiz v. JCP Logistics, Inc.* (C.D. Cal. Aug. 12,
22 2016, No. SACV 13-1908-JLS (ANx)) 2016 U.S. Dist. LEXIS 189280, at *28-30.)
23 (rejecting Laffey matrix and setting \$600 per hour for experienced wage and hour class
24 action counsel).

1 Nonetheless, the **\$83,333** fee request represents a reasonable percentage of the
2 total funds paid by Defendant. Further, the notice expressly advised class members of
3 the fee request, and no one objected. (Salinas Decl. ¶9, Exhibit A thereto.) Accordingly,
4 the Court awards fees in the amount of **\$83,333**.

5 Class Counsel requests **\$16,659.31** in costs. This is less than the \$20,000 cap
6 provided in the settlement agreement (¶3.B.4). The amount was disclosed to Class
7 Members in the Notice, and no objections were received. (Salinas Decl. ¶9, Exhibit A
8 thereto.) Costs include: Mediation (\$10,000), Labor Analysis (\$3,200), and Court Filing
9 Fee (\$1,578.50). (Brown Decl. ISO Final ¶22, Exhibit E thereto.)

10 The costs appear to be reasonable and necessary to the litigation, are reasonable
11 in amount, and were not objected to by the class.

12 For all of the foregoing reasons, costs of **\$16,659.31** are approved.

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

14 A service (or incentive) fee award to a named class representative must be
15 supported by evidence that quantifies the time and effort expended by the individual and
16 a reasoned explanation of financial or other risks undertaken by the class representative.
17 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
18 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
19 [“Criteria courts may consider in determining whether to make an incentive award
20 include: (1) the risk to the class representative in commencing suit, both financial and
21 otherwise; (2) the notoriety and personal difficulties encountered by the class
22 representative; (3) the amount of time and effort spent by the class representative; (4) the
23 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
24 class representative as a result of the litigation. (Citations.)”].
25

1 Here, the Class Representative Marcos Garnica requests an enhancement award
2 of **\$5,000**. (MFA at 19:15-16.) Plaintiff represents that his contributions to this action
3 include: gathering documents for use in the lawsuit, reviewing and analyzing documents
4 related to his claims, and having calls with his attorneys regarding the case and
5 Defendant's practice and policies. (Declaration of Marcos Garnica ISO Prelim ¶4.) He
6 estimates spending approximately 20 hours on the case. (*Ibid.*) He also asserts that he
7 took risk by serving as the named plaintiff it could affect his opportunities with potential
8 employers, though he has not shown that this has occurred. (*Id.* at ¶6.)

9 In light of the above-described contributions to this action, and in
10 acknowledgment of the benefits obtained on behalf of the class, a **\$5,000** service award
11 to Plaintiff is reasonable and approved.

12 **F. SETTLEMENT ADMINISTRATION COSTS**

13 The Settlement Administrator, Phoenix Class Action Administration Solutions,
14 requests **\$6,500** in compensation for its work in administering this case. (Salinas Decl.
15 ¶17.) At the time of preliminary approval, costs of settlement administration were
16 estimated at \$6,500 (¶3.B.2). Class Members were provided with notice of this amount
17 and did not object. (Salinas Decl. ¶9, Exhibit A thereto.)

18 Accordingly, settlement administration costs are approved in the amount of
19 **\$6,500**.

21 **IV. CONCLUSION AND ORDER**

22 The Court hereby:

- 23 (1) Grants class certification for purposes of settlement;
- 24 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 25 (3) Awards **\$83,333** in attorney fees to Class Counsel, Stansbury Brown Law, PC;

- 1 (4) Awards **\$16,659.31** in litigation costs to Class Counsel;
- 2 (5) Approves payment of **\$3,750** (75% of \$5,000 PAGA penalty) to the LWDA;
- 3 (6) Awards **\$5,000** as a Class Representative Service Award to Marcos Garnica;
- 4 (7) Awards **\$6,500** in settlement administration costs to Phoenix Class Action
- 5 Administration Solutions;
- 6 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
- 7 and containing the class definition, full release language, and the name of the
- 8 class member who opted out by May 12, 2023;
- 9 (9) Orders class counsel to provide notice to the class members pursuant to
- 10 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
- 11 Code §2699 (1)(3); and
- 12 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
- 13 Settlement Funds for December 18, 2023 at 8:30 a.m. A Final Report is to be
- 14 filed five court days in advance. If there is unpaid residue or unclaimed or
- 15 abandoned class member funds and/or interest thereon to be distributed to Inner
- 16 City Law Center, Plaintiff's counsel shall also submit an Amended Judgment
- 17 pursuant to Cal. Code of Civ. Pro. § 384 and give notice of the Judicial Council
- 18 of California upon entry of the Amended Judgment, when entered, pursuant to
- 19 Cal. Code of Civ. Pro. §384.5.

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21 Dated: April 25, 2023


STUART M. RICE

~~MAREN E. NELSON~~
Honorable Stuart M. Rice
Judge of the Superior Court