

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARIO CEJA, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiff,

v.

SILVERGATE BANK, a California
Corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 37-2020-00016207-CU-OE-CTL

Assigned for All Purposes to:
Honorable Ronald F. Frazier
Department C-65

CLASS ACTION

**REVISED ~~[PROPOSED]~~ ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: June 24, 2022
Hearing Time: 8:30 a.m.
Hearing Place: Department C-65

Complaint Filed: May 26, 2020
FAC Filed: May 20, 2021
SAC Filed: October 25, 2021
Trial Date: None Set

1 This matter came before the Honorable Ronald F. Frazier in Department C-65 of the San
2 Diego County Superior Court (Hall of Justice), located at 330 West Broadway, San Diego,
3 California 92101, on Plaintiff Mario Ceja's ("Plaintiff") Motion for Final Approval of
4 Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement
5 Payment on June 24, 2022 at 8:30 a.m. The Court issued a tentative ruling on June 23, 2022 that
6 granted the motion but reduced the Class Representative Enhancement Payment from \$10,000 to
7 \$7,500. The tentative ruling also set a compliance hearing for December 22, 2022 at 8:30
8 a.m. in Department C-65 and requested Plaintiff file the Settlement Administrator's report on
9 or before December 15, 2022 Attached hereto as **Exhibit 1** is a true and correct copy of the
10 tentative ruling. Class Counsel appeared at the June 24, 2022 hearing to contest the Court's
11 reduction of the Class Representative Enhancement Payment, but the Court ruled it's tentative
12 ruling stood. Plaintiff was subsequently directed to prepare this Revised [Proposed] Order of
13 Final Approval and Judgment ("Order and Judgment") reflecting the tentative ruling and
14 other provisions submitted in [Proposed] Order of Final Approval and Judgment. Based upon
15 this review, and the findings below, the Court finds good cause to enter this Order and Judgment.

16 1. Incorporation of Other Documents. This Order and Judgment incorporates the
17 Agreement. Unless otherwise provided herein, all capitalized terms in this Order and Judgment
18 shall have the same meaning as set forth in the Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
20 Members have been given the opportunity to request exclusion from the Class, the Court has
21 personal jurisdiction with respect to the claims of all Class Members. The Court has subject
22 matter jurisdiction over this class action, including jurisdiction to approve the Settlement, grant
23 final certification of the Class, and dismiss the class action.

24 3. Final Class Certification. The Court finds that the Class satisfies all applicable
25 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
26 process. Accordingly, the Court certifies a Class consisting of all current and former hourly-paid
27 non-exempt employees of Defendant (excluding those employees who have already signed
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severance agreements) who worked in California during the period from May 26, 2016 through June 30, 2021 (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("Class," "Class Members," and "Class Period"). There are currently two hundred fifteen (215) Class Members who did not timely request exclusion ("Participating Class Members")¹.

4. Adequacy of Representation. As Class Counsel, Douglas Han, Shunt Tatavos-Gharajeh, and Jason Rothman of the Justice Law Corporation have fully and adequately represented the Class for purposes of entering and implementing the Settlement and have satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds that the Notice of Class Action Settlement ("Class Notice") and its distribution to Class Members have been implemented pursuant to the Settlement Agreement and this Court's Preliminary Approval Order and that it:

a. constitute notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the class action; (ii) the material terms and provisions of the Settlement and their rights under the Settlement; (iii) their right to object to any aspect of the proposed Settlement (including final certification of the Class, the fairness, reasonableness and adequacy of the settlement, the adequacy of the Class's representation by Plaintiff and Class Counsel, and/or the award of Plaintiff's Class Representative Enhancement Payment and Attorneys' Fees and Costs); (iv) their right to exclude themselves from the Class and the Settlement; (v) their right to claim an Individual Settlement Payment; (vi) their right to appear at the Settlement Fairness Hearing; and (vii) the binding effect of the orders and judgment in the class action, whether favorable or unfavorable, on all Participating Class Members;

¹ The Settlement Administrator mailed two hundred seventeen (217) Class Notices and received two (2) requests for exclusion. Thus, there are two hundred fifteen (215) Participating Class Members.

1 b. constitute notice that fully satisfied the requirements of Code of Civil
2 Procedure section 382, California Rule of Court 3.769, and due process;

3 c. constitute the best practicable notice to Class Members under the
4 circumstances of the class action; and

5 d. constitute notice reasonable, adequate, and sufficient to all Class
6 Members.

7 6. Final Settlement Approval. The terms and provisions of the Settlement
8 Agreement have been entered in good faith and are the product of arm's-length negotiations by
9 experienced counsel who have done a meaningful investigation of the claims in the dispute. The
10 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
11 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
12 implement the Settlement Agreement according to its terms and provisions.

13 7. Binding Effect. The terms and provisions of the Settlement Agreement and this
14 Order and Judgment are binding on the Participating Class Members, as well as their heirs,
15 executors and administrators, successors, and assigns, and those terms shall have res judicata and
16 other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained
17 by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings
18 involve matters that were or could have been raised in the class action and are encompassed by
19 the release of the Participating Class Members' Released Claims and Private Attorneys General
20 Act of 2004 ("PAGA") Members' PAGA Released Claims as set forth in the Settlement
21 Agreement. The Settlement Agreement will have no binding effect upon, and provide no res
22 judicata preclusion to, those Class Members who have submitted requests for exclusion.

23 8. Released Claims. Plaintiff and Participating Class Members, on behalf of himself
24 or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and
25 successors, fully and finally release and discharge the Released Parties from any and all of the
26 Released Claims for the entirety of the Class Period. This waiver and release will be final and
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1 binding on the Effective Date and will have every preclusive effect permitted by law (“Released
2 Claims”).

3 a. PAGA Released Claims. Plaintiff agrees that upon entry of an Order approving
4 the Settlement, Plaintiff and the PAGA Members will release any and all PAGA
5 Released Claims against Defendant that arose during the PAGA Period. Upon
6 entry of the Order approving the Settlement and judgment entered thereon,
7 Plaintiff and the PAGA Members will be forever barred from pursuing any and all
8 of the PAGA Released Claims that arose during the PAGA Period against
9 Defendant. This release will become effective upon the Effective Date (“PAGA
10 Released Claims”).

11 b. General Release by Plaintiff. In consideration for the consideration set forth in
12 the Agreement, Plaintiff, for himself, his heirs, successors, and assigns provides a
13 general release to the Released Parties. Plaintiff also expressly waives and
14 relinquishes any and all claims, rights, or benefits that he may have under Civil
15 Code section 1542.

16 c. Released Parties. The Released Parties include Defendant, and its past, present
17 and/or future, direct and/or indirect, owners, officers, directors, members,
18 managers, employees, agents, representatives, attorneys, insurers, partners,
19 investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
20 divisions, predecessors, successors, assigns, and joint venturers, if any (“Released
21 Parties”).

22 9. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
23 any action to enforce the terms and provisions of the Settlement Agreement.

24 10. Class Representative Enhancement Payment. The Court finds the Class
25 Representative Enhancement Payment of \$7,500, to be paid by Defendant to Plaintiff out of the
26 Maximum Settlement Amount, to be reasonable and appropriate. The Class Representative
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Enhancement Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

a. The rationale for making enhancement payments is that the class representatives should be compensated for the expense and risk they have incurred in conferring a benefit on other class members. Such enhancement payments are appropriate if they are necessary to induce individuals to participate in the suit. Criteria courts may consider include: (1) the risk to the class representatives in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representatives; (3) the amount of time and effort spent by the class representatives; (4) the duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.

b. The Court has reviewed the Plaintiff's declaration outlining his involvement in the case. Given the risks inherent in his services as the Class Representative, the duration of the case and time involved, and the benefits created for the Class, the Court approves the Class Representative Enhancement Payment of \$7,500 to Plaintiff.

11. Attorneys' Fees and Costs. The Court finds an award of attorneys' fees of \$136,500, to be paid out of the Maximum Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. The Court further finds an award of attorneys' costs of \$10,325.89 for actual litigation costs, to be paid by Defendant to Class Counsel out of the Maximum Settlement Amount, to be reasonable and appropriate. Such Attorneys' Fees and Costs are to be paid pursuant to the terms and provisions set forth in the Settlement. Defendant shall not be required to pay for any other attorneys' fees, expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members, or incurred by Plaintiff or Class Members in connection with or related in any manner to this case, the Settlement, the administration of the Settlement, Participating Class Members' Released Claims, and/or PAGA Members' PAGA Released Claims.

1 a. The Court has an independent right and responsibility to review the requested
2 attorneys' fees and only award so much as it determines reasonable. (See
3 *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123,
4 127-28.) The attorneys' fees requested by Class Counsel of \$136,500 is thirty-five
5 percent (35%) of the common fund created for the benefit of the Class Members
6 and is supported by use of the percentage-fee method. (See *Laffitte v. Robert Half*
7 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved
8 for the Class, the financial risk taken by Class Counsel, the novel and difficult
9 nature of this case, the skill required to deal with these issues, percentage fees
10 award in other cases, and the contingent fees charged in private marketplace, the
11 Court finds the request for the attorneys' fees is consistent with the legal
12 marketplace, is reasonable, and is approved.

13 b. The Court has reviewed the declaration of Douglas Han regarding the costs
14 expended in the prosecution of this litigation. Under the terms of the Settlement,
15 Plaintiff may seek reimbursement of up to \$20,000 in litigation costs. As stated
16 above, the Court finds that Plaintiff has expended \$10,325.89 in litigation costs
17 and that such costs were reasonable. Thus, the Court approves the requested
18 payment of the attorneys' costs of \$10,325.89 for the reimbursement of Plaintiff's
19 litigation costs.

20 12. Settlement Administration Costs. The Court finds the Settlement Administration
21 Costs of \$9,000, to be paid by Defendant to the Settlement Administrator out of the Maximum
22 Settlement Amount, to be reasonable and appropriate. The Settlement Administration Costs are
23 to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

24 a. The Court has reviewed the declaration of Laura Singh from CPT Group, Inc.
25 ("CPT Group"), the Court-approved Settlement Administrator. The Court finds
26 that notice was provided to the Class pursuant to the Preliminary Approval Order,
27 that the notice constitute the best practicable notice to the Class, and that the
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notice satisfied due process. CPT Group has discharged its duties to provide notice to the Class. Thus, the Court approves a payment for Settlement Administration Costs of \$9,000 for CPT Group's services in administering the Settlement.

13. PAGA Payment. The Court finds the PAGA Payment of \$20,000, seventy-five percent (75%) of which (\$15,000) will be paid by Defendant to the California Labor and Workforce Development Agency ("LWDA") out of the Maximum Settlement Amount and twenty-five percent (25%) of which (\$5,000) will be included in the Net Settlement Amount and distributed to the PAGA Members, to be reasonable and appropriate. The PAGA Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

14. Net Settlement Amount. The Net Settlement Amount following the deduction of the Attorney's Fees and Costs, revised Class Representative Enhancement Payment, Settlement Administrator's Costs, and PAGA Payment from the Maximum Settlement Amount is \$211,674.11.

15. Funding of the Settlement. No later than within thirty (30) business days after the Effective Date, Defendant will deposit the Maximum Settlement Amount into a Qualified Settlement Fund administered by the Settlement Administrator. Within thirty (30) calendar days of the Effective Date and after Defendant has fully funded the Qualified Settlement Fund with the Maximum Settlement Amount, the Settlement Administrator will issue payments to: (a) all Participating Class Members, including any Class Member whose notice was returned as undeliverable; (b) all PAGA Members, (c) Plaintiff; (d) Class Counsel; and (e) the LWDA. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

16. Fairness of the Settlement. As noted in the Preliminary Approval Order, the Settlement is entitled to a presumption of fairness. In his moving papers, Plaintiff contends that the proposed Settlement was the product of arm's-length negotiations following extensive litigation, discovery, and exchange of documentation relating to Plaintiff's claims. The

negotiations were facilitated with the assistance of mediator Marc Feder. Esq., an experienced and well-respected class action mediator.

a. With respect to the benefit to the Class Members, Plaintiff's moving papers indicate the *average* Individual Settlement Payment will be approximately \$972.90, and the *highest* Individual Settlement Payment will be about \$2,592.57 under the proposed allocation, which is based on the number of Workweeks a Class Member worked during the Class Period as a non-exempt employee of California.

b. There were no objections to the Settlement and only (2) requests for exclusion from the Settlement. This is further proof of the fairness of the Settlement.

17. Uncashed Checks. Class Members and PAGA Members will receive checks for their respective Individual Settlement Payments. Checks will remain negotiable for one hundred twenty (120) days. Any check not cashed within one hundred twenty (120) calendar days will be void. The funds from the uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund.

18. Modification of Settlement Agreement. The Participating Class Members are hereby authorized, upon approval of the Court, to agree to and adopt amendments to or modifications of the Settlement Agreement, by a written instrument signed by counsel for all Parties or their successors-in-interest. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of Participating Class Members under the Settlement Agreement.

19. Final Accounting and Compliance. The Court sets a final accounting and compliance date for December 22, 2022 at 8:30 a.m. in Department C-65. On or about December 15, 2022, Plaintiff shall file the Settlement Administrator's report.

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1 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
2 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
3 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
4 and for any other necessary purpose, including, without limitation:

5 a. enforcing the terms and provisions of the Settlement Agreement and resolving
6 any disputes, claims, or causes of action in the class action that, in whole or in
7 part, are related to or arise out of the Settlement Agreement or this Order and
8 Judgment;

9 b. entering such additional orders as may be necessary or appropriate to protect or
10 effectuate this Order and Judgment approving the Agreement, and permanently
11 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
12 fair and orderly administration of this Settlement; and

13 c. entering any other necessary or appropriate orders to protect and effectuate this
14 Court's retention of continuing jurisdiction.

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1 For the reasons set forth above, the Motion for Final Approval of Class Action
2 Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment is
3 GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement
4 Agreement forthwith.

5 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
6 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
7 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
8 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
9 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
10 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
11 THE JUDGMENT THEREON.

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13 IT IS SO ORDERED.

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15 DATED: 7-8-2022



HONORABLE RONALD F. FRAZIER
SUPERIOR COURT JUDGE

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA,

COUNTY OF SAN DIEGO

HALL OF JUSTICE

TENTATIVE RULINGS - June 22, 2022

EVENT DATE: 06/24/2022

EVENT TIME: 08:30:00 AM

DEPT.: C-65

JUDICIAL OFFICER: Ronald F. Frazier

CASE NO.: 37-2020-00016207-CU-OE-CTL

CASE TITLE: CEJA VS SILVERGATE BANK [E-FILE]

CASE CATEGORY: Civil - Unlimited

CASE TYPE: Other employment

EVENT TYPE: Motion Hearing (Civil)

CAUSAL DOCUMENT/DATE FILED:

Plaintiff's Motion for Final Approval of Class Action Settlement is GRANTED. (ROA 52.)

Settlement administration costs of \$9,000.00 are approved.

Plaintiff's request for a service award is granted but reduced to \$7,500.00 based on the court's review of Plaintiff's declaration, including the time spent on the case.

Plaintiff's counsel's request for fees in the amount of \$136,500.00 and \$10,325.89 in costs are approved.

The court sets a compliance hearing for **December 22, 2022 at 8:30 a.m.** in this department. The court requests that Plaintiff file the settlement administrator's report on or before **December 15, 2022.**

Plaintiff is to submit a revised proposed order within five (5) days to include the compliance hearing, the revised attorney fee award, the revised service award, and the revised net settlement amount.

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On August 3, 2022, I served the foregoing document described as

REVISED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Ceja v. Silvergate Bank**
LWDA/Court Case No.: **LWDA Case No.: CM-830809-21**
Court Case No.: 37-2020-00016207-CU-OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 3, 2022, at Pasadena, California.



Mariah Anderson