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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

12 **CHARLES CASTILLO and DEIDRE BEAN,**
13 individually and on behalf of all others similarly
14 situated,

15 Plaintiffs,

16 vs.

17 **HOLY NAMES UNIVERSITY, a California**
18 Non-Profit Corporation,

19 Defendant.

CASE NO. HG21097245

**REVISED [~~PROPOSED~~] ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: May 2, 2023

Time: 3:00 p.m.

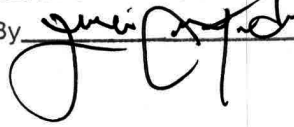
Dept. 23

Reservation ID: 21097245-001/002

FILED
ALAMEDA COUNTY

MAY 02 2023

CLERK OF THE SUPERIOR COURT

By  Deputy

1 This matter is before the Court on Plaintiffs' unopposed Motion for Order Granting Final
2 Approval of Class Action Settlement and Motion for Approval of Attorneys' Fees, Costs and Service
3 Awards for Class Representatives. The motions, having been fully considered by the Court, is ruled and
4 adjudged as follows:

5 RECITALS

6 Plaintiff Charles Castillo initiated this action against Defendant Holy Names University on April
7 16, 2021, and filed the operative first amended complaint, which added Deidre Bean as a plaintiff, on
8 August 6, 2021. Defendants filed an answer to the FAC on September 8, 2021.

9 The FAC asserts five causes of action for Labor Code violations, a claim for unfair business
10 practices, and a claim for civil penalties under California's Private Attorneys General Act.

11 On October 4, 2022, this Court granted Plaintiffs' Motion for Preliminary Approval and certified
12 three provisional classes.

13 The parties now seek final approval of the settlement as well as an award of attorneys' fees and
14 costs to Plaintiffs' counsel, and service awards to the named Plaintiffs.

15 Class action settlements must be approved by the court as "fair, adequate, and reasonable." (CRC
16 3.769, subd. (g); *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244.) In approving class
17 action settlements, the court considers (1) the relative strength of the plaintiffs' case; (2) the risk, expense,
18 complexity, and likely duration of further litigation of this dispute; (3) the risk of maintaining class status
19 through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage of the
20 proceedings; (6) the experience and views of counsel that settlement is reasonable; and (7) the presence
21 or lack of any objections to the proposed settlement. (See *id.* at pp. 244-245; *Dunk v. Ford Motor Co.*
22 (1996) 48 Cal.App.4th 1794, 1801.)

23 Representative litigants must submit any settlement of PAGA representative actions for court
24 approval. (See Lab. Code, § 2699, subd. (l)(2).) Because the Labor & Workforce Development Agency
25 ("LWDA") is not present at the negotiating table, the court's review of a PAGA settlement must make
26 sure that the interests of the LWDA in civil enforcement are defended and that the settlement is fair,
27 adequate, and reasonable under all the circumstances. (See *O'Connor v. Uber Technologies, Inc.* (N.D.
28 Cal. 2016) 201 F.Supp.3d 1110, 1133; see also Gov. Code, § 12652, subd. (e)(2)(B) [requiring False
Claims Act *qui tam* settlements be "fair, adequate, and reasonable under all the circumstances"].)

FINDINGS

1 In considering the relevant factors, the Court approves of the settlement as fair, reasonable, and
2 adequate. The settlement is an arms' length agreement reached after a full-day mediation. (Hammond
3 Decl., ¶ 20.)

4 The gross settlement amount is \$970,701.38, which reflects an increase from the amount
5 preliminarily approved (\$875,000) based upon the escalator clause. (MPA, p. 1, fn. 1.) This updated
6 amount was reflected in the Class Notice. (Singh Decl., Ex. A.)

7 As a result, "the value of each month worked by Expenses Class decreased by \$6.89... and the
8 value of each inaccurate wage statement issued to the General Class decreased by \$12.93..." (MPA, p. 1;
9 Hammond Decl., ¶¶ 69-70.) Based upon the updated class data, members of the Part-Time Faculty class
10 will receive an average of \$387.22; members of the Expense Reimbursement class will receive an average
11 of \$63.45; and members of the General class will receive an average of \$12.51. (Singh Decl., ¶¶ 10-12.)
12 The average PAGA payment will be \$7.31. (Singh Decl., ¶ 14.)

13 As of April 10, 2023, nine out of 1,201 notice packets were returned as undeliverable, and no
14 mailing address could be found. (Singh Decl., ¶ 5.) There have been no disputes or objections, and there
15 have been 4 opt-outs. (Id., ¶¶ 6, 7.) Three of the opt outs belonged to the General Class, and one belonged
16 to the Part-Time Adjunct Faculty class. (Id., ¶¶ 10, 11.)

ORDER AND JUDGMENT

17 1. The Settlement Agreement attached as **Exhibit 1**, is fully and finally approved and is
18 hereby incorporated by reference.

19 2. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the
20 conditional class certification contained in the Order Granting Preliminary Approval of Class Action
21 Settlement, and thus certifies three classes defined as:

- 22 a. Part-time Faculty Class: All current and former part-time faculty employed by
23 Defendant in California during the Class Period, which is the period of time from April
24 16, 2017 through October 4, 2022.
- 25 b. Expense Reimbursement Class: All current and former individuals employed by
26 Defendant in California, except for Part-time Faculty Class Members, who were
27 required to work from home during the COVID-19 pandemic and related declared
28 state of emergency and allegedly did not receive proper expense reimbursement during

1 the Expense Reimbursement Class Period, which is the period of time from March 16,
2 2020 through October 4, 2022.

- 3 c. General Class: All current and former individuals, except for Part-time Faculty Class
4 Members, who received wage statement(s) that did not include the beginning date of
5 each pay period, employed by Defendant during the General Class Period, which is
6 the period from April 16, 2020 through October 4, 2022.

7 3. Plaintiffs are appointed and designated, for all purposes, as Class Representatives, and the
8 law firm HammondLaw, P.C., is appointed and designated as counsel for the Classes. The Court finds
9 that attorneys for the Classes are experienced in similar litigation and have expressed the view that the
10 Settlement is fair, reasonable, and adequate, which further supports the Settlement.

11 4. The Court hereby finds that the Class Notice has been mailed to Class Members as
12 previously ordered by the Court, and that such Notice fairly and adequately described the terms of the
13 proposed Settlement Agreement, the manner in which Class Members could object to or opt-out of the
14 settlement; was the best notice practicable under the circumstances; was mailed with sufficient notice to
15 all Class Members; and complied fully with California Rule of Court 3.769, and all other applicable laws.
16 The Court further finds that a full and fair opportunity has been afforded to Class Members to participate
17 in the proceedings convened to determine whether the proposed Settlement Agreement should be given
18 final approval.

19 5. In response to the Notice, four Class Members validly requested to be excluded from the
20 Settlement. These Class Members are: Carol Sellman, Elizabeth Dominguez, Dr. Mary Alice
21 Muellerleile, and Anna Zinoveva.

22 6. In response to the Notice, no Class Member submitted an objection to the Settlement. The
23 Court finds that given the absence of objections, and objections being a prerequisite to appeal, that this
24 Order and Judgment shall be considered as final as of the date of notice of entry.

25 7. Accordingly, as of the Effective Date, Defendant and Released Parties are discharged and
26 released from any and all liability with respect to the Released Claims.

27 8. The Court hereby finally and unconditionally approves the Settlement Agreement as fair,
28 reasonable, and adequate and directs the parties to implement its terms, and specifically,

- 29 a. Approves the Gross Settlement Amount of \$970,701.38;
30 b. Approves the application for Class Representatives' service award of \$5,000 to
31 Plaintiff Castillo and \$5,000 to Plaintiff Bean. Plaintiff Castillo declares that he has spent "between 13

1 and 14 hours participating in and assisting my attorneys with this case,” which included attending
2 mediation. (Castillo Decl., ¶¶ 6, 11-12.) Plaintiff Bean declares she “devoted approximately nine (9)
3 hours to this case (not including the time on the date of the mediation when I made myself available).”
4 (Bean Decl., ¶ 13.) Therefore, the Court approves a service award of \$5,000 to each Plaintiff Castillo and
5 Bean.

6 c. Approves an award of \$323,567.13, as reasonable attorneys’ fees. Plaintiffs’
7 counsel seeks a fee award of \$339,745.48, which represents 35% of the updated gross settlement fund—
8 i.e., Plaintiffs’ counsel seeks 35% of \$970,701.38—and reimbursement of litigation costs in the amount
9 of \$19,181.19. Under *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, Plaintiff asserts
10 that a lodestar cross check yields a 1.17 multiplier. (MPA, p. 6; see also Hammond Decl., ¶¶ 54; see also
11 Hammond Decl., ¶¶ 12-23.) The Court approves a fee award of one-third (1/3rd) of the increased GSA
12 (or \$323,567.13). This amount includes a positive multiplier on Plaintiffs’ lodestar amount
13 (\$290,537.50), which the Court finds sufficient considering the relevant factors (e.g., results, complexity
14 and novelty, financial burden, etc.). (Hammond Decl., ¶ 54.) The Court requires that 10% of any fee
15 award be kept in the administrator’s trust fund until the completion of the distribution process and Court
16 approval of a final accounting.

17 d. Approves Class Counsel’s hourly rates as reasonable, and within the range of
18 market rates that attorneys with similar levels of skill, experience and reputation for handling matters of
19 similar complexity; and finds that the fees’ award is justified under the lodestar/multiplier analysis.

20 e. Approves Class Counsel’s request for reimbursement of litigation expenses of
21 \$19,181.19. The Court finds the costs incurred are reasonable and necessary. (Hammond Decl., ¶ 76; see
22 also id., ¶¶ 77-87.)

23 f. Approves payment to CPT of \$15,500 as costs of settlement administration.
24 Although not formally requested in the moving papers, the Court notes that the settlement
25 administrator—CPT Group, Inc.—incurred \$15,500 in costs in administration of the settlement. (Singh
26 Decl., ¶ 15.) The Class Notice provided for up to \$20,000 in administration costs. (Singh Decl., Ex. A at
27 p. 2.). Therefore, the Court awards \$15,500 to the CPT Group, Inc. for settlement administration costs.

28 g. Approves the allocation of \$30,000 as payment for penalties under the California
Labor Code Private Attorney Generals Act (“PAGA”) (Settlement Agreement, ¶ 8), and further approves
of payment of \$22,500 to the Labor and Workforce Development Agency for its portion of the PAGA
penalties.

1 h. Approves that any amounts from uncashed settlement checks be send to Bay Area
2 Legal Aid as the *cy pres* beneficiary;

3 i. Approves the payment from the Net Settlement of amounts determined by the
4 Settlement Administrator to be due to Class Members, including the allocation of such amounts between
5 wages, interest and penalties, as specified in the Settlement Agreement.

6 9. A Final Accounting is set for April 30, 2024 at 3:00 p.m. in Department 23. At least five
7 days before the compliance date, the parties should file a final report and a proposed amended judgment,
8 with a Word version emailed to the department clerk, per Code of Civil Procedure § 384.

9 10. The Court retains exclusive and continuing jurisdiction over the litigation for purposes of
10 supervising, implementing, interpreting, and enforcing this Final Approval Order and the Settlement
11 Agreement, and, if necessary, to conduct a further hearing on certification of distribution of settlement
12 amounts. **IT IS SO ORDERED AND ADJUDGED.**

13 Dated: 5/2, 2023

14 
15 Hon. Brad Seligman
16 Judge of the Superior Court
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