

Helene Mayer
(SIGNATURE)

PLAINTIFF/PETITIONER: Tiffany Casillas
 DEFENDANT/RESPONDENT: Wiley X, Inc.

CASE NUMBER:
 RG21099162

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: February 26, 2025

Jhessica Tor

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT A

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Helene Mayer (SBN 332975)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
Superior Court of California
County of Alameda

02/11/2025

Claudia Fike, Executive Officer / Clerk of the Court

By: Nicole Hall Deputy
N. Hall

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

TIFFANY CASILLAS, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

WILEY X, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: RG21099162

Honorable Somnath Raj Chatterjee
Department 21

CLASS ACTION

~~[FURTHER REVISED PROPOSED]~~
**ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed:	May 12, 2021
FAC Filed:	June 8, 2021
SAC Filed:	February 15, 2022
Trial Date:	None Set

~~[FURTHER REVISED PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

1 This matter has come before the Honorable Somnath Raj Chatterjee in Department 21 of
2 the Superior Court of the State of California, for the County of Alameda, on January 28, 2025 at
3 1:30 p.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers for Justice, PC appeared as counsel for Plaintiff Tiffany Casillas ("Plaintiff"), and Gordon
5 Rees Scully Mansukhani, LLP appeared as counsel for Defendant Wiley X, Inc. ("Defendant")
6 (together, Plaintiff and Defendant are referred to as the "Parties").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the First Amended Joint Stipulation of Class
12 Action and PAGA Settlement and Release ("Settlement," "Agreement," or "Settlement
13 Agreement"), attached as "**EXHIBIT 1**" to the Supplemental Declaration of Helene Mayer in
14 Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This
15 ruling is based on the Court's determination that the Settlement appears to fall within the range of
16 possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel's Fees and Costs, Class Representative Enhancement Award, Settlement
3 Administration Costs, PAGA Penalty Amount, and payments to the Settlement Class Members
4 provided thereby, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
7 settlement awards made available to the Class Members and Aggrieved Employees are fair,
8 adequate, and reasonable when balanced against the probable outcome of further litigation relating
9 to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
19 of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid or non-exempt employees of Defendant in
23 California employed during the period from May 12, 2017 through September 1,
2023.

24 7. The Court provisionally appoints Joanna Ghosh, Helene Mayer, and Matthew Soto
25 of Lawyers for Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Tiffany Casillas as the representative of
27 the Class ("Class Representative").

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1 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to
2 handle the administration of the Settlement ("Settlement Administrator").

3 10. Within thirty (30) calendar days of the entry of this Order, Defendant shall provide
4 the Settlement Administrator with the following information about each Class Member: (1) last
5 known full name; (2) last known mailing address; (4) Social Security Number; (5) start, end, and re-
6 hire dates of employment as a Class Member during the Class Period; and (6) such other information
7 as is necessary for the Settlement Administrator to be able to calculate Workweeks ("Class List").

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement ("Class Notice") attached hereto as "**EXHIBIT A.**" The Class Notice shall be provided
10 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
11 Class Notice appears to fully and accurately inform the Class Members of all material elements of
12 the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a
13 Request for Exclusion, of Class Members' and Aggrieved Employees' right to dispute the
14 Workweeks and/or Pay Periods credited to each of them by submitting a dispute regarding
15 Workweek and/or Pay Periods, and of each Settlement Class Member's right and opportunity to
16 object to the Settlement by submitting a written Objection to the Settlement Administrator and/or
17 presenting their objection orally at the Final Approval Hearing. The Court further finds that
18 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
19 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
20 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
21 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
22 Notice by First-Class U.S. Mail to all Class Members within fourteen (14) calendar days of receipt
23 of the Class List, pursuant to the terms set forth in the Settlement Agreement.

24 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
25 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
26 choose to be excluded from the Class Settlement by submitting a timely Request for Exclusion in
27 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,
28 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the

1 Class Notice to Class Members ("Response Deadline"), or, for those Class Members to whom Class
2 Notices are re-sent, after having been returned undeliverable to the Settlement Administrator, the
3 Response Deadline will be extended by fifteen (15) calendar days from the original deadline. Any
4 such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement
5 will not be entitled to any recovery under the Class Settlement and will not be bound by the Class
6 Settlement or have any right to object, appeal, or comment thereon. However, all current and former
7 hourly-paid or non-exempt employees of Defendant in California employed during the period from
8 October 7, 2019 through September 1, 2023 ("Aggrieved Employees"), will still receive an
9 Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of whether he
10 or she submitted a timely and valid Request for Exclusion to the Class Settlement. Class Members
11 who have not submitted a timely and valid Request for Exclusion to be excluded from the Settlement
12 (i.e., Settlement Class Members) shall be bound by terms and conditions of the Settlement
13 Agreement, the Class Settlement, and any final judgment based thereon. Aggrieved Employees will
14 be bound to the PAGA Settlement irrespective of whether they exercise their option to submit a
15 Request for Exclusion to opt out of the Class Settlement. Class Members who do not submit a
16 timely and valid Request for Exclusion are deemed to be Settlement Class Members under the
17 Settlement Agreement, entitled to all benefits, and bound by all terms and conditions of the Class
18 Settlement, including the Settlement Class Members' release of Released Class Claims.

19 13. A Final Approval Hearing shall be held before this Court on July 1, 2025 at 2:30
20 p.m. in Department 21 of the Alameda County Superior Court, to determine all necessary matters
21 concerning the Settlement, including: whether the proposed settlement of the action on the terms
22 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally
23 approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein;
24 whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and
25 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
26 approve the requests for the Class Counsel's Fees and Costs, Class Representative Enhancement
27 Award, and Settlement Administration Costs.

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1 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
2 Counsel's Fees and Costs, Class Representative Enhancement Award, and Settlement
3 Administration Costs, along with the appropriate declarations and supporting evidence, including
4 the Settlement Administrator's declaration, no later than sixteen (16) court days before the Final
5 Approval Hearing.

6 15. To object to the Class Settlement, a Settlement Class Member must send his or her
7 Objection in writing to the Settlement Administrator on or before the Response Deadline or directly
8 present his or her objection orally to the Court at the Final Approval Hearing. The written Objection
9 must include: (a) the Settlement Class Member's full name, address, telephone number, last four
10 digits of his or her Social Security number, and signature; (b) the title of the Action or something
11 similar to the title of the Action (e.g., "*Tiffany Casillas v. Wiley X, Inc.*"); (c) a written statement of
12 all grounds for the objection accompanied by legal support, if any, for such objection; (d) whether
13 the Settlement Class Member intends to appear at the Final Approval Hearing, either in person or
14 through counsel; (e) if represented by separate counsel, the name, address, bar number, and
15 telephone number of the Settlement Class Member's representing attorney; and (f) be returned by
16 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
17 Deadline.

18 16. The Settlement is not a concession or admission, and shall not be used against
19 Defendant as an admission or indication with respect to any claim of any fault or omission by
20 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
21 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
22 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
23 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
24 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
25 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
26 implementation, interpretation, or enforcement of the Settlement.

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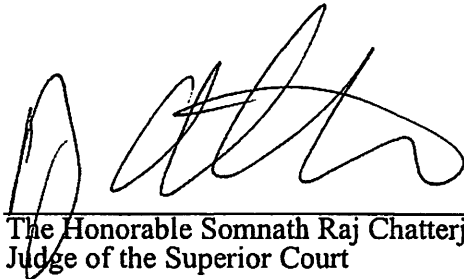
1 17. In the event the Settlement does not become effective in accordance with the terms
2 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
3 declared void, or fails to become effective in accordance with its terms for any reason, or if the Final
4 Approval Date does not occur, this Order shall be rendered null and void, shall be vacated, and the
5 Parties shall revert back to their respective positions as of before entering into the Settlement
6 Agreement.

7 18. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and Aggrieved Employees and retains jurisdiction to consider all further applications
10 arising out of or connected with the Settlement.

11 **IT IS SO ORDERED.**

12
13 Dated: 02/11/2025

By:


The Honorable Somnath Raj Chatterjee
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 02/13/2025
PLAINTIFF/PETITIONER: Tiffany Casillas	Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy
DEFENDANT/RESPONDENT: Wiley X, INC.	N. Hall
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21099162

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the FURTHER REVISED ORDER GRANTING PLAINTIFFS MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Mollie Burks
GORDON REES SCULLY MANSUKHANI, LLP
mburks@grsm.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 02/13/2025

By:

Nicole Hall

N. Hall, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 02/13/2025 Chad Finke, Executive Officer / Clerk of the Court By: <u>Nicole Hall</u> Deputy N. Hall
PLAINTIFF/PETITIONER: Tiffany Casillas		
DEFENDANT/RESPONDENT: Wiley X, INC.		
CERTIFICATE OF MAILING		CASE NUMBER: RG21099162

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Edwin Alwazian
Lawyers for Justice, PC
410 West Arden Avenue
Suite 203
Glendale, CA 91203-

Chad Finke, Executive Officer / Clerk of the Court

Dated: 02/13/2025

By:

Nicole Hall

N. Hall, Deputy Clerk

CERTIFICATE OF MAILING

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse, Department 21

JUDICIAL OFFICER: HONORABLE SOMNATH RAJ CHATTERJEE

Courtroom Clerk: Nicole Hall

CSR: None

RG21099162

January 28, 2025

1:30 PM

Casillas VS Wiley X, INC.

MINUTES

APPEARANCES:

Plaintiff Tiffany Casillas represented by Helene Mayer appearing on behalf of Edwin Alwazian via virtual conference.

Defendant Wiley X, INC. represented by Sat Sang Khalsa appearing on behalf of Mollie Burks via virtual conference.

NATURE OF PROCEEDINGS: Hearing on Motion - Other Motion for Preliminary Approval; filed by Tiffany Casillas (Plaintiff) filed by Tiffany Casillas (Plaintiff) on 01/21/2025

The Motion re: PLAINTIFFS NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES filed by Tiffany Casillas on 08/02/2024 is Granted.

The motion of plaintiffs for preliminary approval of class action and PAGA settlement is GRANTED.

The order of 10/22/24 identified concerns. The filing on 1/21/25 addresses the concerns.

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of \$ 900,000. The settlement agreement states there will be attorneys' fees of up to \$315,000 (35%), costs of up to \$30,000, service award of \$10,000, settlement administration costs of up to \$15,000, and a PAGA payment of \$100,000 (\$75,000 to the LWDA). After these expenses, the amount available to be distributed to the Class would be \$430,000). Assuming that there are an estimated 204 Class Members, the average payment per Class Member would be \$2108.

The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate.

The proposed class is appropriate for class certification.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.

The scope of the LWDA's release for claims asserted under the PAGA is appropriate. The scope of the LWDA's release is limited to the scope of the PAGA notice letter. (*LaCour v. Marshalls of California, LLC* (2023) 94 Cal.App.5th 1172, 1192-1196.)

The scope of the class release is appropriate. The scope of the class release is limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (*Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (*Hesse v. Sprint Corp.* (9th Cir. 2010) 598 F.3d 581, 590.) (See also *Hendricks v. Starkist Co* (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].) The scope of the class release does not include a release of the LWDA's claims.

The Court notes and approves of the plan to distribute the settlement funds with no claims process.

The Court notes and approves of the plan to distribute the installments first to the members of the class and the LWDA first, and second to counsel.

The unclaimed funds will be distributed to Legal Aid at Work. (Agt para 72.) This is consistent with CCP 384. Counsel has provided a declaration in support of the motion that provides the information required by CCP 382.4.

The Court will not approve the amount of attorneys' fees and costs until the final approval hearing. The Court cannot award attorneys' fees without reviewing information about counsel's hourly rate and the time spent on the case. This is the law even if the parties have agreed that Defendants will not oppose the motion for fees. (*Robbins v. Alibrandi* (2005) 127 Cal. App. 4th 438, 450-451.)

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (*Mark v. Spencer* (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms." (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 555-556.)

The court sets out its standard analysis below. Counsel may address that analysis in the fee application.

The Ninth Circuit's benchmark is 25%. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495.)

This court's benchmark for fees is 30% of the total fund. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn 13; *Chavez v. Netflix, Inc.*

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

(2008) 162 Cal.App.4th 43, 66 fn 11.) The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. "The law does not mandate ... that attorney fees bear a percentage relationship to the ultimate recovery of damages in a civil rights case." (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419.) (See also Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007.)

The Court will not decide the amount of any service award until the final approval hearing. Plaintiff must provide evidence regarding the nature of his participation in the action, including a description of his specific actions and the amount of time he committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.) The court's standard service award is \$7,500.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time order distribution of the cy pres funds and release any hold-back of attorney fees.

The Court ORDERS that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court ORDERS that the final approval hearing will be July 1, 2025, at 2:30PM.

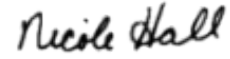
The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

The court will sign the proposed order, which is modified by this order. Plaintiff must reserve a hearing for the motion for final approval.

The Court requests a modify proposed order to reflect the continuance date for the hearing on the Motion for Final Approval.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

The Court orders counsel to obtain a copy of this order from the eCourt portal.



By:

N. Hall, Deputy Clerk

Minutes of: 01/28/2025

Entered on: 01/29/2025

EXHIBIT C

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Tiffany Casillas

Plaintiff/Petitioner(s)

VS.

Wiley X, INC.

Defendant/Respondent

(s)

No. RG21099162

Date: 01/28/2025

Time: 1:30 PM

Dept: 21

Judge: Somnath Raj Chatterjee

ORDER re: Hearing on Motion -

Other Motion for

Preliminary Approval; filed

by Tiffany Casillas

(Plaintiff) filed by Tiffany

Casillas (Plaintiff) on

01/21/2025

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The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate.

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(Plaintiff) on 01/21/2025

Page 1 of 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

(2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11.) The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. "The law does not mandate ... that attorney fees bear a percentage relationship to the ultimate recovery of damages in a civil rights case." (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419.) (See also Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007.)

The Court will not decide the amount of any service award until the final approval hearing. Plaintiff must provide evidence regarding the nature of his participation in the action, including a description of his specific actions and the amount of time he committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.) The court's standard service award is \$7,500.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time order distribution of the cy pres funds and release any hold-back of attorney fees.

The Court ORDERS that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court ORDERS that the final approval hearing will be July 1, 2025, at 2:30PM.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

The court will sign the proposed order, which is modified by this order. Plaintiff must reserve a hearing for the motion for final approval.

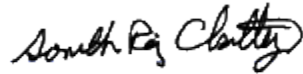
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

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The Court requests a modify proposed order to reflect the continuance date for the hearing on the Motion for Final Approval.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 01/28/2025

A handwritten signature in black ink, appearing to read "Somnath Raj Chatterjee". The signature is fluid and cursive, with the first name "Somnath" and last name "Chatterjee" clearly distinguishable.

Somnath Raj Chatterjee / Judge

PROOF OF SERVICE

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 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On February 26, 2025, I served the foregoing document(s) described as:

▪ **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action by Electronic Service as follows:

Mollie M. Burks

Sat Sang Khalsa

GORDON REES SCULLY MANSUKHANI, LLP

1111 Broadway, Suite 1700

Oakland, California 94607

Emails: mburks@grsm.com; skhalsa@grsm.com; jhaguisan@grsm.com

Attorneys for Defendant

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

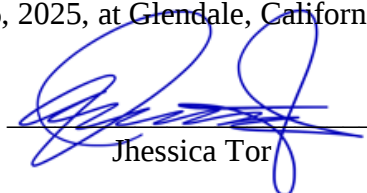
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on February 26, 2025, at Glendale, California.


Jhessica Tor