

FILED
SAN MATEO COUNTY

SEP 25 2025

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CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF CALIFORNIA
SAN MATEO COUNTY

MALOYD WILSON, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

HOMES.COM, INC., and Does 1 through 50,
inclusive,

Defendant.

Case No.: 21-CIV-06523

Assigned For All Purposes to the Hon.
Nina Shapirshteyn, Dept. 11

**(PROPOSED) ORDER AND
JUDGMENT GRANTING
PLAINTIFF MALOYD WILSON'S
UNOPPOSED MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND
ENHANCEMENT PAYMENT**

DATE: September 25, 2025
TIME: 3:30 p.m.
DEPT: 11

1 The court GRANTS Plaintiff Maloyd Wilson's Motion for Approval of PAGA Settlement
2 Agreement.

3 This Settlement applies to approximately 200 non-exempt employees ("Aggrieved
4 Employees") who worked approximately 9,340 pay periods during the time period at issue, July 24,
5 2020 to the date of approval. The Gross Settlement Amount is \$1,000,000 ("GSA"). No amount of
6 the GSA reverts to Defendant. The amount allocated to the LWDA is \$750,000, 75% of the \$1,000,000
7 settlement amount. After deducting for attorneys' fees, \$330,000.00 (33% of the GSA), costs in the
8 amount of \$21,944.44, a representative service award of \$15,000.00, and Settlement Administrator fees
9 not expected to exceed \$4,000, the LWDA will receive approximately \$379,055.56. The remaining
10 25% of GSA, \$250,000, is to be distributed amongst the Aggrieved Employees.

11 In ruling on class action and PAGA settlements, this court has a duty to independently
12 determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.* (2021)
13 72 Cal.App.5th 56, 76 77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th
14 66 ["trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and
15 adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones,
16 and to maximize enforcement of state labor laws."]; *Kullar v. Foot Locker Retail, Inc.* (2008) 168
17 Cal.App.4th 116, 129 [" 'The court has a fiduciary responsibility as guardians of the rights of the
18 absentee class members when deciding whether to approve a settlement agreement.' "]; *In re*
19 *Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.)

20 The trial court possesses broad discretion to determine the fairness of the settlement, a
21 discretion exercised through the application of a handful of identified criteria. Both the federal
22 district courts and the California Courts of Appeal adopted a mix of relevant considerations,
23 including "[1] the strength of plaintiffs' case, [2] the risk, expense, complexity and likely duration
24 of further litigation, [3] the risk of maintaining class action status through trial, [4] the amount
25 offered in settlement, [5] the extent of discovery completed and the stage of the proceedings, [6] the
26 experience and views of counsel, ... and [7] the reaction of the class members to the proposed
27 settlement." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) The list of factors is not
28 exhaustive and "should be tailored to each case." (*Id.* at p. 1801.) According to the *Dunk* court, "a

1 presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining;
2 (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3)
3 counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.* at p.
4 1801.)

5 The court finds that the PAGA Settlement is fair, reasonable, and adequate in view of
6 PAGA’s purposes. The Parties participated litigated the case for years and participated in a full-day
7 mediation session with Louis Marlin, an experienced wage and hour mediator. With Mr. Marlin’s
8 assistance, the Parties were able to reach the agreement now before the court. Plaintiff was
9 represented by Robin G. Workman of the Workman Law Firm, P.C. Ms. Workman provided
10 sufficient information as to her and her firm’s experience representing employees in individual,
11 representative and class action litigation. (Workman Dec., ¶¶ 13-15.)

12 Plaintiff provided notice to the Labor Workforce Development Agency (LWDA) of the
13 settlement as required by Labor Code section 2699, subdivision (s)(2)).

14 The court finds ILYM Group, Inc. (“ILYM”) is an experienced third-party claims
15 administrator (Mullins Dec., ¶ 2, Ex. A) and approves its retention. The court finds a reimbursement
16 of \$4,000 to ILYM reasonable and necessary.

17 The court grants attorneys’ fees of 330,000, which represents one-third of the common fund
18 of \$1,000,000. The court notes the contingent nature of the matter and the experience and views of
19 Plaintiff’s counsel. The court finds that Plaintiff’s counsel pursued the matter diligently and
20 thoroughly weighed the potential recovery in this matter against the risks of trial.

21 While a common fund fee is appropriate here, even a proper common fund-based fee award
22 should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1
23 Cal.5th 480, 503 (*Lafitte*), the Supreme Court endorsed the use of a lodestar cross-check as a way
24 to determine whether the percentage allocated is reasonable. The Supreme Court stated: “If the
25 multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court
26 should consider whether the percentage used should be adjusted so as to bring the imputed multiplier
27 within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*
28 at p. 505.)

1 The Court performs a lodestar cross-check. Ms. Workman submitted a declaration outlining
2 her firm's experience with wage and hour litigation, provided a summary chart of her firm's hours
3 on the matter, which the Court finds were reasonably spent. The Court also finds the attorney and
4 paralegal rates reasonable based on the information provided in the declaration. Plaintiff's counsels'
5 actual lodestar is \$335,787 based on 473.88 attorney and paralegal hours of work. The amount is
6 less than the \$330,000 requested. The lodestar cross-check confirms that the common fund award
7 is appropriate.

8 The Court awards the requested costs of \$21,944.44 and finds them reasonable and
9 necessary for the litigation.

10 The court awards a service award of \$15,000 to Maloyd Wilson. The Court reviewed
11 Plaintiff's declaration, recognizing the time Plaintiff spent on this matter and the length of the
12 litigation, and also acknowledges the risk he took in acting as Named Plaintiff. The Court in its
13 discretion finds that, based on Plaintiff's contributions to the case as described in his declaration,
14 that \$15,000 is an appropriate service award as requested.

15 Upon entry of this Order and Judgment, the Parties shall effectuate all terms of the
16 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

17 After entry of this Order, pursuant to the Parties Agreement, the Court shall retain
18 jurisdiction of the Action to interpret, implement, and enforce the Settlement Agreement and this
19 Order and Judgment.

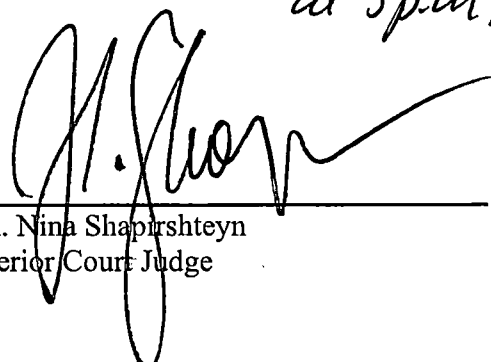
20 Plaintiff is directed to submit a copy of the Judgment to the LWDA within ten (10) days of
21 the date of this Order.

22 ~~This Action is hereby dismissed with prejudice.~~

*Compliance hearings set for 5/28/26
at 3 p.m.*

23
24 **IT IS SO ORDERED.**

25 DATE: 9/25/25

26 
27 Hon. Nina Shapirshteyn
28 Superior Court Judge