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By Superior Court of California, County of San Mateo

ON 04/22/2025

By /s/ Correa, Haley

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CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

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

DENISE WILLIAMS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED CLINICAL LLC, an Illinois
limited liability company; ADVANCED
RESOURCES, L.L.C., a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21-CIV-03494

*(Assigned to the Honorable Nancy L. Fineman,
Dept. 4, for all purposes)*

**~~{PROPOSED}~~ AMENDED ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT AND
JUDGMENT**

Date: April 1, 2025

Time: 2:00 p.m.

Place: Dept. 4

FAC Filed: August 13, 2021

Jury Trial Date: None set

1 Plaintiff Denise Williams (“Plaintiff”) and Defendant Advanced Clinical LLC
2 (“Defendant”) (Defendant and Plaintiff together, the “Parties”) have entered into the Joint
3 Stipulation of PAGA Settlement and Release (“Settlement Agreement” or “Settlement”) to settle
4 the above-captioned representative action subject to the Court’s approval.

5 This matter is now before the Court on Plaintiff’s Motion to Approve the Settlement
6 Agreement Pursuant to the Private Attorneys General Act. The Court has read, heard, and
7 considered all the pleadings and documents submitted, and the presentations made in connection
8 with the Motion which came on for hearing on April 1, 2025.

9 Plaintiff Denise Williams’ Motion to Approve PAGA Settlement is GRANTED.

10 According to the motion, it is estimated that there are approximately 1,029 aggrieved
11 employees who worked 16,381 pay periods. The proposed settlement amount is \$585,000. The
12 Net Settlement Amount is \$585,000 minus the attorneys’ fees, costs, Plaintiff representative
13 award, and administration costs. The settlement will provide a payment of 75% of the Net
14 Settlement Amount to the California Labor and Workforce Development Agency (“LWDA”),
15 and the remaining 25% shall be distributed among the aggrieved employees. The proposed order
16 shall specify the exact amounts to be provided to LDWA and the aggrieved employees.

17 In ruling on class action and PAGA settlements, this court has a duty to independently
18 determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.*
19 (2021) 72 Cal.App.5th 56, 76 77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.*
20 (2024) 16 Cal.5th 66 [“trial court should evaluate a PAGA settlement to determine whether it is
21 fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
22 violations, deter future ones, and to maximize enforcement of state labor laws.”] *Kullar v. Foot*
23 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129 [“ ‘The court has a fiduciary responsibility
24 as guardians of the rights of the absentee class members when deciding whether to approve a
25 settlement agreement.’ ”]; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.)

26 The court finds that the PAGA settlement is fair, reasonable, and adequate in view of
27 PAGA’s purposes. The parties participated in mediation with Michael J. Loeb, Esq., but did not
28 reach settlement at that time. However, the parties engaged in formal and informal discovery,

1 and eventually resumed settlement negotiations and were able to reach the instant settlement.
2 Plaintiff's counsel Mai Tulyathan and Larry W. Lee of Diversity Law Group, P.C. provide
3 information as to their experience representing employees in individual and class action
4 litigation. (Tulyathan Dec., ¶¶ 34-39; Lee Dec., ¶¶ 7-9.)

5 The court grants attorneys' fees of \$167,785, the lodestar amount. Plaintiff's counsel
6 requests a multiplier, which the court does not award. The lodestar amount " 'may be adjusted by
7 the court based on factors including ... (1) the novelty and difficulty of the questions involved,
8 (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation
9 precluded other employment by the attorneys, 4) the contingent nature of the fee award.'
10 [Citations]." (*Center for Biological Diversity v. County of San Bernardino* (2010) 185
11 Cal.App.4th 866, 899.) " '[T]he purpose of a fee enhancement is primarily to compensate the
12 attorney for the prevailing party at a rate reflecting the risk of nonpayment in contingency cases
13 as a class.' [Citation] '[T]he unadorned lodestar reflects the general local hourly rate for a fee-
14 bearing case; it does not include any compensation for contingent risk, extraordinary skill, or any
15 other factors a trial court may consider.... The adjustment to the lodestar figure, e.g., to provide a
16 fee enhancement reflecting the risk that the attorney will not receive payment if the suit does not
17 succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor
18 fortuitous. Rather, it is intended to approximate market-level compensation for such services,
19 which typically includes a premium for the risk of nonpayment or delay in payment of attorney
20 fees.' [Citation] In cases involving the enforcement of constitutional or statutory rights, "such
21 fee enhancements may make such cases economically feasible to competent private attorneys.
22 [Citation.] '[M]ost lawyers of this quality do seem to consider the prospects of success and the
23 fee recoverable before adding to their crowded calendars a case in which payment is contingent.'
24 " [Citation.]" (*Ibid.*)

25 The court has reviewed Plaintiff's counsel's declarations and acknowledges the result
26 obtained and the contingent nature of the case. However, the declarations do not describe how
27 any novel or difficult issues impacted the case that are different from any other wage and hour
28 action, and the formal discovery was minimal. The court believes that the lodestar amount,

1 which represents approximately 28-29% of the common fund, is the appropriate amount and
2 fully compensates counsel for the work performed and the risk. The court thus finds that a
3 multiplier is not warranted for the reasons expressed.

4 The court awards the requested costs of \$10,738.68 and finds them reasonable and
5 necessary for the litigation. The court finds a reimbursement of \$9,000 to the claims
6 administrator reasonable and necessary.

7 The court awards a service award of \$5,000 to Denise Williams rather than the requested
8 amount. The court has reviewed Plaintiff's declaration and recognizes the work that she has
9 performed and the potential reputational risk that she took by agreeing to be a putative class
10 representative. However, based upon the size of the average PAGA class member award and the
11 fact that Plaintiff did not have to sit for a deposition, the court, in balancing the factors and
12 exercising its discretion, finds that \$5,000 to the class representative is a reasonable award.

13 The court finds the PAGA notice letter to be substantively adequate, except that the
14 parties shall add the language of the release to the notice letter. The court finds the release
15 appropriate.

16 LWDA has been provided notice of the settlement and has not objected.

17 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

18 The Court hereby approves the Parties' proposed Settlement Agreement and hereby
19 enters FINAL JUDGMENT based on the terms set forth in the Parties' Settlement in favor of
20 Plaintiff and the Aggrieved Employees in the amount of \$585,000.00. Of this amount,
21 \$167,785.00 is awarded as attorneys' fees paid to PAGA Counsel; \$10,738.68 is awarded as
22 costs paid to PAGA Counsel; \$5,000.00 is awarded to Plaintiff as an enhancement payment; and
23 \$9,000.00 is awarded as administration expenses paid to the Settlement Administrator, Phoenix
24 Settlement Administrators.

25 This Judgment incorporates by reference the definitions in the Settlement Agreement, and
26 all terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

27 This Judgment is entered as part of a Settlement and the Court has made no findings of
28 liability or provided any notice of PAGA violations.

1 As a result of this Judgment, the Aggrieved Employees are barred from prosecuting any
2 of the claims covered by the Released PAGA Claims, as defined in the Settlement Agreement,
3 against the Released Parties.

4 This Judgment is intended to be a final disposition in its entirety of the above captioned
5 action. Without affecting the finality of this judgment in any way, the Court retains jurisdiction
6 of all matters relating to the interpretation, administration, implementation, effectuation, and
7 enforcement of the Settlement pursuant to C.C.P. § 664.6.

8 **IT IS SO ORDERED.**

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SIGNED

By /s/ Fineman, Nancy

04/17/2025

9
10 DATED: _____

HON. NANCY L. FINEMAN
SUPERIOR COURT OF CALIFORNIA