

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

LIM LAW GROUP, P.C.

Preston H. Lim (SBN 275249)
phl@limlawgroup.com
3435 Wilshire Blvd., Suite 2350
Los Angeles, CA 90010
Telephone: (213) 900-3000
Facsimile: (213) 204-3000

LAW OFFICES OF LLOYD LEE

Lloyd J. Lee (SBN 276453)
25050 Ave Kearny, Suite 107-A
Valencia, CA 91355
Telephone: (661) 480-2420
Facsimile: (213) 995-6344

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

WOODWARD HRT, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **21STCV42692**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: November 15, 2023
Hearing Time: 9:00 a.m.
[Hearing scheduled by Order dated July 18,
2023]

Judge: Hon. Maren Nelson
Dept.: 17

Action Filed: November 19, 2021
Trial Date: Not set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on November 17, 2023, the Court entered
3 the Order Granting Motion for Final Approval in the above entitled action and on December
4 5, 2023, the Court entered Judgment in the above entitled action. A true and correct copy of
5 the Judgment is attached hereto as Exhibit #1. A true and correct copy of the Order
6 Granting Motion for Final Approval is attached hereto as Exhibit #2. The Order and the
7 Judgment are also served on the LWDA pursuant to the Proof of Service below.

8 Respectfully submitted,

9 Dated: December 6, 2023

10 **BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

11 By: /s/ Kyle Nordrehaug
12 Kyle R. Nordrehaug
13 Attorneys for Plaintiffs
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On December 6, 2023, I served the document(s) described as:

1. Notice of Entry of Judgment

XX : (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

SEYFARTH SHAW LLP
Timothy Hix
Meagan S. O'Dell
Max Scharf
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793
Telephone: 1-213-270-9622
Facsimile: 1-310-282-6970
Email:
thix@seyfarth.com
modell@seyfarth.com
mscharf@seyfarth.com

LIM LAW GROUP, P.C.
Preston H. Lim
3435 Wilshire Blvd., Suite 2350
Los Angeles, CA 90010
phl@limlawgroup.com

LAW OFFICES OF LLOYD LEE
Lloyd J. Lee
25050 Ave Kearny, Suite 107-A
Valencia, CA 91355
lloyd@pro-esq.com

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

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 December 6, 2023 at La Jolla, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug

EXHIBIT #1

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Email: Kyle@bamlawca.com

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

12/05/2023

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

WOODWARD HRT, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: **21STCV42692**

[REVISED ~~PROPOSED~~] JUDGMENT

Hearing Date: November 15, 2023

Hearing Time: 9:00 a.m.

Judge: Hon. Maren Nelson

Dept.: 17

Complaint Filed: November 19, 2021

Trial date: None Set

The unopposed motion of Plaintiffs Alfredo Silva and George Rosenberg (“Plaintiffs”) for an order finally approving the Class Action Settlement Agreement (“Agreement” or “Settlement”) with Defendant Woodward HRT, Inc. (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the Settlement Administrator duly came on for hearing on November 15, 2023

JUDGMENT

1 before the Honorable Maren Nelson. The Court granted the motion. The Court having entered the
2 Order granting Motion for Final Approval of Class Action Settlement on November 17, 2023, and
3 good cause appearing therefor,

4 **IT IS HEREBY ORDERED, ADJUDICATED ANCRECREED THAT:**

5 1. The certification of the Class for the purposes of settlement is confirmed. The
6 Class is hereby defined as follows:

7 All individuals who are or previously were employed by Defendant in California
8 who were classified as hourly, non-exempt employees during the Class Period and
worked at least one day during the Class Period.

9 The “Class Period” is October 21, 2016 to July 1, 2022.

10 2. All persons who meet the foregoing definition are members of the Class
11 (“Participating Class Members”), except for those individuals who filed a valid request for
12 exclusion (“opt out”) from the Class. The individuals who are excluded are: Linda Kinning,
13 Donntae Dumas, William Morita, and Alma Tovar.

14 3. The Agreement was finally approved as fair, reasonable, adequate, and in the best
15 interest of the Class by the Order Granting Motion for Final Approval of Class Action Settlement
16 on November 17, 2023 and the findings in that Order are incorporated herein.

17 4. Notice of entry of the Order Granting Motion for Final Approval of Class
18 Settlement (November 17, 2023) and Judgment shall be given to all Parties by Class Counsel on
19 behalf of Plaintiffs and all Class Members. The Order Granting Motion for Final Approval of
20 Class Settlement (November 17, 2023) and Judgment shall be posted on Class Counsel’s website
21 as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of the
22 Order Granting Motion for Final Approval of Class Settlement (November 17, 2023) and
23 Judgment to individual Class Members.

24 5. If the Agreement does not become final and effective in accordance with the terms
25 of the Agreement, then Order Granting Motion for Final Approval of Class Settlement (November
26 17, 2023) and Judgment, and all orders entered in connection herewith, shall be rendered null and
27 void and shall be vacated, and the Parties shall revert to their respective positions as of before
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1 entering into the Agreement, and expressly reserve their respective rights regarding the
2 prosecution and defense of this Action, including all available defenses and affirmative defenses,
3 and arguments that any claim in the Action could not be certified as a class action and/or managed
4 as a representative action.

5 6. Except as set forth in the Agreement, the Order Granting Motion for Final
6 Approval of Class Action Settlement, and this Judgment, Plaintiffs, and all members of the Class,
7 shall take nothing in the Action. Upon full funding of the Gross Settlement Amount and payroll
8 taxes due on the Wage Portion of the Settlement Shares, each and every claim released in the
9 Agreement by the Plaintiffs and Participating Class Members, as well as their heirs, executors and
10 administrators, successors, assigns, and anyone else purporting to act on their behalf, shall be
11 deemed to be conclusively and forever released as against the Released Parties. As of the
12 Effective Date, the Plaintiffs and all Participating Class Members, as well as their heirs, executors
13 and administrators, successors, assigns, and anyone else purporting to act on their behalf, are
14 hereby forever barred from prosecuting or filing claims released in the Agreement, including the
15 Released Class Claims, against the Released Parties.

16 7. All Parties shall bear their own attorneys' fees and costs, except as otherwise
17 provided in the Agreement, the Order Granting Motion for Final Approval of Class Action
18 Settlement, and in this Judgment.

19 8. As of the Effective Date and upon full finding of the Gross Settlement Amount by
20 Defendant, each Class Member who has not validly opted out will be deemed to have released the
21 "Released Class Claims" against the Defendant and all of the "Released Parties" as set forth in the
22 Agreement.

23 9. As used in paragraph 4 above, the quoted terms have the meanings set forth below:

24 (a) "Released Class Claims" means any and all class claims pled or could have
25 been pled, in any form or forum (including but not limited to any court of competent jurisdiction,
26 any arbitration proceeding, or under any grievance), and under any theory of liability (including
27 but not limited to any statute, regulation, collective bargaining agreement or other contract), based
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1 on the factual allegations contained in the operative complaints in the *Silva* Class Action, *Silva*
2 PAGA Action, and *Rosenberg* PAGA Action, which occurred during the Class Period, including
3 claims based on alleged violations of California Labor Code sections 201 to 204, 210, 216, 221,
4 225.5, 226, 226.3, 226.7, 227.3, 246, 351, 404, 432, 510, 512, 515.5, 558, 558.1, 1174, 1174.5,
5 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 (et seq), 2802, 2810.5, California
6 Code of Regulations, Title 8, Sections 11040 and 11070, California Business & Professions Code
7 sections 17200, et seq., and the California Industrial Welfare Commission Wage Order. The
8 Released Class Claims expressly exclude all other claims, including claims for vested benefits,
9 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
10 insurance, disability, social security, workers' compensation, and claims based on facts occurring
11 outside the Class Period.

12 (b) "Released Parties" collectively mean: Defendant, and its parent,
13 predecessor, successor, subsidiary and affiliated companies and entities, and each of the foregoing
14 companies; and entities' respective divisions, officers directors, shareholders, partners, limited
15 partners, agents, managers, members, trustees, representatives, independent contractors, payroll
16 companies, temporary staffing agencies, attorneys, insurers, owners, licenses, indemnitees,
17 representatives, successors and assigns, past and present.

18 10. As of the Effective Date and upon full funding of the Gross Settlement Amount by
19 Defendant, Defendant and the Released Parties shall receive a release from the State of California
20 of the "Released PAGA Claims", which are all PAGA claims for civil penalties under California
21 Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor
22 Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by
23 Plaintiffs and the operative complaints in the *Silva* PAGA Action and *Rosenberg* PAGA Action,
24 which occurred during the PAGA Period. The Released PAGA Claims will be released against all
25 Released Parties. The Released PAGA Claims expressly exclude all other claims, including
26 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
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1 Act, unemployment insurance, disability, social security, workers' compensation, and claims
2 based on facts occurring outside the PAGA Period.

3 11. Plaintiffs have generally released all claims as set forth in the Agreement and have
4 agreed to a waiver of Civil Code section 1542.

5 12. If any Participating Class Member's check remains uncashed by the expiration
6 date, the funds from such uncashed checks will be paid to the California State Controller's
7 Unclaimed Property Fund in the name of the Participating Class Member.

8 13. The Court hereby enters judgment in the entire Action as of the filing date of this
9 Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this
10 Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation,
11 implementation, and enforcement of the Settlement and all orders entered in connection therewith
12 pursuant to California Code of Civil Procedure section 664.6.

13 14. This document shall constitute a judgment (and separate document constituting said
14 judgment) for purposes of California Rules of Court, Rule 3.769(h).

15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

16
17 Dated: 12/05/2023



18
19 HON. MAREN NELSON
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

FILED
Superior Court of California
County of Los Angeles

NOV 17 2023

David W. Slayton, Executive Officer/Clerk of Court

By: P. Herrera, Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

ALFREDO SILVA and GEORGE
ROSENBERG, individuals, on behalf of
themselves and on behalf of all persons
similarly situated,

Plaintiffs,

v.

WOODWARD HRT, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21STCV42692

**ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: November 15, 2023

Time: 9:00 a.m.

Dept.: SSC-17

I. BACKGROUND

Plaintiffs George Rosenberg and Alfredo Silva sue their employer, Defendant
Woodward HRT, Inc., for alleged wage and hour violations. Defendant designs and

1 manufactures relays and industrial controls. Plaintiffs seek to represent a class of
2 Defendant's current and former non-exempt employees.

3 On October 14, 2020, Plaintiff George Rosenberg filed a PAGA action against
4 Defendant (Case No. 20STCV39415) (the "*Rosenberg* PAGA Action"). On January
5 27, 2021, Plaintiff Rosenberg filed a Second Amended Complaint in his action alleging
6 claims for various violations of the Labor Code and Business and Professions Code.

7 On November 19, 2021, Plaintiff Silva filed a class action complaint against
8 Defendant alleging causes of action for various Labor Code and Business and
9 Professions Code violations (Case No. 21STCV42692) (the "*Silva* Class Action"). On
10 December 9, 2021, Plaintiff Silva filed a separate PAGA action against Defendant
11 asserting a single claim that Defendant violated the Private Attorney General Act, Cal.
12 Labor Code §§ 2698, et seq. (Case No. 21CHCV00939) (the "*Silva* PAGA Action").

13 On February 4, 2022, Defendant removed the *Silva* Class Action to the United
14 States District Court, Central District of California, where it was assigned Case No.
15 2:22-cv-00782-FLA-PVC.

16 On April 1, 2022, the parties participated in a mediation presided over by
17 Tripper Ortman, which ultimately resulted in settlement.

18 On June 2, 2022, the parties filed a stipulation to remand the action to the Los
19 Angeles Superior Court, which was granted on June 6, 2022.

20 As part of the settlement, on August 2, 2022, Plaintiffs Silva and Rosenberg filed
21 a First Amended Complaint ("FAC") in the *Silva* Class Action to include Plaintiff
22 Rosenberg as a named plaintiff and add the claims alleged in the *Silva* PAGA Action
23 and the *Rosenberg* PAGA Action. The operative FAC alleges causes of action for: (1)
24 unfair competition (Bus. & Prof. Code §§ 17200, et seq.); (2) failure to pay minimum
25 wages (Labor Code §§ 1194, 1197, 1197.1); (3) failure to pay overtime wages (Labor

1 Code § 510); (4) failure to provide required meal periods (Labor Code §§ 226.7, 512);
2 (5) failure to provide required rest periods (Labor Code §§ 226.7, 512); (6) failure to
3 provide accurate itemized wage statements (Labor Code § 226); (7) failure to reimburse
4 employees for required expenses (Labor Code § 2802); (8) violation of the Private
5 Attorneys General Act (Labor Code §§ 2698, et seq.); and (9) retaliation (Labor Code §
6 1102.5, et seq.). The *Silva* PAGA Action was dismissed on August 18, 2022 and the
7 *Rosenberg* PAGA Action was dismissed on September 29, 2022.

8 The terms of settlement were finalized in a Class Action Settlement Agreement,
9 a copy of which was filed with the Court on January 13, 2023.

10 On May 23, 2023, the Court issued a “checklist” to the parties regarding certain
11 deficiencies with the proposed settlement. The matter came on for hearing on May 24,
12 2023, at which time the Court and counsel discussed the issues raised on the Court’s
13 checklist. In response, counsel filed further briefing on June 23 and July 12, 2023,
14 including the revised Class Action Settlement Agreement attached to the Supplemental
15 Declaration of Kyle Nordrehaug filed June 23, 2023. All references below are to that
16 agreement.

17 On July 18, 2023, the Court granted preliminary approval of the settlement.
18 Notice was given to the Class Members as ordered (see Supplemental Declaration of
19 Nick Castro filed November 2, 2023 (“Supp. Castro Decl.”)). Now before the Court is
20 Plaintiffs’ motion for final approval of the Settlement Agreement, including for
21 payment of fees, costs, and service awards to the named plaintiffs. For the reasons set
22 forth below, the Court grants final approval of the settlement.

23 //

24 //

25 //

II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

"Class" means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees during the Class Period and worked at least one day during the Class Period. (§3)

"Class Period" means the period of time from October 21, 2016 to July 1, 2022. (§10)

"Aggrieved Employees" means all individuals who are or previously were employed by Defendant in California who were classified as hourly, non-exempt employees during the PAGA Period and worked at least one day during the PAGA Period. (§2)

"PAGA Period" means the period of time from September 28, 2019 to July 1, 2022. (§25)

"Participating Class Member" means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement. (§26)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount ("GSA") is **\$2,650,000** (§55). This includes payment of a PAGA penalty of **\$100,000** to be paid 75% to the LWDA (\$75,000) and 25% to the Aggrieved Employees (\$25,000) (§56.c).
 - Escalator Clause: Defendant has represented that the Class Members worked approximately 171,426 work weeks from October 21, 2016 through April 1, 2022. Defendant provided a declaration under penalty of

perjury prior to the filing of the motion for preliminary approval confirming the number of Class Members and work weeks they worked during the Class Period. In the event the number of work weeks from October 21, 2016 through April 1, 2022 exceeds 171,426 by more than 10% [i.e., exceeding 188,568.6 work weeks], the settlement amount will be increased proportionately based on the number of actual work weeks worked in excess of such 10% threshold. For example, if the total number of work weeks as of the date of mediation is determined to be 11% higher than 171,426, the settlement amount will be increased by 1%. (¶57.e)

- As of April 6, 2023, Defendant's counsel represented that during the Class Period, there were 1,248 Class Members and 176,217 workweeks based on Defendant's investigation. (See Declaration of Timothy L. Hix filed April 6, 2023.)
- At final approval, the settlement administrator represents that there were 1,191 Class Members identified in the class data file. (Supp. Castro Decl. ¶5.) Four Class Members opted out, resulting in 1,187 Participating Class Members. (*Id.* at ¶13.) At final approval counsel for both parties stipulated that the escalator clause was not triggered.

- The Net Settlement Amount ("Net") (\$1,593,667) estimated at preliminary approval is the GSA less:

- Up to **\$883,333** (33 1/3%) for attorney fees (¶56.b);
- Up to **\$25,000** for attorney costs (*Ibid.*);
- Up to **\$20,000 total [\$10,000 each]** for service awards to the proposed class representatives (¶56.a); and
- Up to **\$28,000** for settlement administration costs (¶56.d).

- 1 • Defendants will separately pay employer-side payroll taxes on the portion of the
2 Settlement Shares allocated to wages (§55).
- 3 • Assuming the Court approves all maximum requested deductions, approximately
4 \$1,593,667 will be available for automatic distribution to participating class
5 members. The average settlement share will be approximately \$1,342.60.
6 (\$1,593,667 Net ÷ 1,187 class members = \$1,342.60). In addition, each
7 Aggrieved Employee will receive a portion of the PAGA penalty (\$25,000 or
8 25% of \$100,000 PAGA penalty).
- 9 • There is no Claim Requirement (§55).
- 10 • The settlement is not reversionary (§55).
- 11 • Individual Settlement Share Calculation: Each Participating Class Member will
12 be entitled, provisionally, to a share or shares of the Net Settlement Amount. The
13 Settlement Share for each Participating Class Member will be paid based on the
14 number of workweeks worked during the Class Period. The workweeks will be
15 calculated by the Claims Administrator for each Class Member by dividing the
16 total days employed as a Class Member during the Class Period by seven. Partial
17 workweeks will be rounded up. Defendant's workweek data will be presumed to
18 be correct, unless a particular Class Member proves otherwise to the Settlement
19 Administrator by credible written evidence. (§57.b)
 - 20 ○ Non-Participating Class Members will receive no Settlement Share, and
21 their Election Not to Participate in Settlement will reduce neither the
22 Gross Settlement Amount nor the Net Settlement Amount. Their
23 respective Settlement Shares will remain a part of the Net Settlement
24 Amount for distribution to Participating Class Members on a pro rata
25 basis relative to their Settlement Shares. (§57.d)

- 1 • PAGA Payment Calculation: Each Aggrieved Employee will be entitled,
2 provisionally, to a share or shares of the \$25,000.00 allocated to the Aggrieved
3 Employees from the PAGA Payment from the Net Settlement Amount. The
4 Settlement Administrator will calculate each Individual PAGA Payment by (a)
5 dividing the amount of the Aggrieved Employees' \$25,000 share of PAGA
6 Penalties, by the total number of PAGA Pay Periods worked by all Aggrieved
7 Employees during the PAGA Period and (b) multiplying the result by each
8 Aggrieved Employee's PAGA Pay Periods. (§57.f)
- 9 • Tax Withholdings: Each Participating Class Member's Settlement Share will be
10 allocated as 1/4 to wages, 3/4 to alleged statutory damages, interest and penalties
11 (§57.c.ii). The Administrator will report the Individual PAGA Payments on IRS
12 1099 Forms. (§57.f)
- 13 • Funding of Settlement: Defendant shall fund the Gross Settlement Amount by
14 depositing the money with the Settlement Administrator. Defendant shall fund
15 the Gross Settlement Amount and the amount necessary to pay Defendant's
16 share of payroll taxes within fifteen (15) calendar days of the Effective Date.
17 (§62)
- 18 • Distribution: Within fifteen (15) calendar days after Defendant funds the Gross
19 Settlement Amount, the Settlement Administrator will make payment of all
20 Settlement Shares to all Participating Class Members, even if their Class Notice
21 was undeliverable, as well as payment of Settlement Administration Expenses,
22 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
23 Payment, the Class Representative Service Payments and the PAGA Payment in
24 accordance with this Agreement. (§62) Before checks are mailed, the Settlement
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1 Administrator shall update address information through the National Change of
2 Address database. (§63)

- 3 • Uncashed Settlement Payment Checks: A Participating Class Member or
4 Aggrieved Employee must cash his or her Settlement Share check within 180
5 days after it is mailed to him or her. If the check remains uncashed by the
6 expiration of the 180 day period, the funds from such uncashed checks will be
7 paid to the California State Controller's Unclaimed Property Fund in the name of
8 and for the benefit of the individual who did not cash their check, and the
9 Participating Class Member or Aggrieved Employee will remain bound by the
10 Settlement. The Parties agree that this disposition results in no "unpaid residue"
11 within the meaning of California Code of Civil Procedure Section 384, as the
12 entire Net Settlement Amount will be paid out to Participating Class Members or
13 Aggrieved Employees, whether or not they all cash their Settlement Share
14 checks. (§63)

15 **C. TERMS OF RELEASES**

- 16 • Participating Class Members: Upon full funding of the Gross Settlement Amount
17 and payroll taxes due on the Wage Portion of the Settlement Shares, Defendant
18 and Released Parties shall receive a release from the Participating Class
19 Members of all Released Class Claims. (§65.a)
 - 20 ○ "Released Class Claims" refers to the release Defendant and Released
21 Parties shall receive from the Participating Class Members of any and all
22 class claims pled or could have been pled, in any form or forum
23 (including but not limited to any court of competent jurisdiction, any
24 arbitration proceeding, or under any grievance), and under any theory of
25

1 liability (including but not limited to any statute, regulation, collective
2 bargaining agreement or other contract), based on the factual allegations
3 contained in the operative complaints in the Silva Class Action, Silva
4 PAGA Action, and Rosenberg PAGA Action, which occurred during the
5 Class Period, including claims based on alleged violations of California
6 Labor Code sections 201 to 204, 210, 216, 221, 225.5, 226, 226.3, 226.7,
7 227.3, 246, 351, 404, 432, 510, 512, 515.5, 558, 558.1, 1174, 1174.5,
8 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 (et seq),
9 2802, 2810.5, California Code of Regulations, Title 8, Sections 11040 and
10 11070, California Business & Professions Code sections 17200, et seq.,
11 and the California Industrial Welfare Commission Wage Order. The
12 Released Class Claims expressly exclude all other claims, including
13 claims for vested benefits, wrongful termination, violation of the Fair
14 Employment and Housing Act, unemployment insurance, disability,
15 social security, workers' compensation, and claims based on facts
16 occurring outside the Class Period. (§28)

- 17 ○ The terms of the Agreement and the Final Judgment are binding on
18 Plaintiffs and all other Participating Class Members, as well as their heirs,
19 executors and administrators, successors, assigns, and anyone purporting
20 to act or assert claims on their behalf (including any attempted action by
21 any representative on their behalf), and those terms shall have res
22 judicata, collateral estoppel, and all other preclusive effect in any and all
23 pending and future claims, lawsuits, union grievances, arbitration
24 proceedings or other proceedings, including all forms of alternative
25 dispute resolution, maintained by or on behalf of any such persons, to the

1 extent those claims, lawsuits, grievances, or other proceedings are a
2 Released Class Claims. (§65.a)

- 3 ○ Upon full funding of the Gross Settlement Amount and payroll taxes due
4 on the Wage Portion of the Settlement Shares, each and every claim
5 released in the Agreement by the Plaintiffs and Participating Class
6 Members, as well as their heirs, executors and administrators, successors,
7 assigns, and anyone else purporting to act on their behalf, shall be deemed
8 to be conclusively and forever released as against the Released Parties. As
9 of the Effective Date and upon full funding of the Gross Settlement
10 Amount and payroll taxes due on the Wage Portion of the Settlement
11 Shares, the Plaintiffs and all Participating Class Members, as well as their
12 heirs, executors and administrators, successors, assigns, and anyone else
13 purporting to act on their behalf, are hereby forever barred from
14 prosecuting or filing claims released in the Agreement, including the
15 Released Class Claims, against the Released Parties. (*Ibid.*)

- 16 ● Aggrieved Employees: Upon full funding of the Gross Settlement Amount and
17 payroll taxes due on the Wage Portion of the Settlement Shares, Defendant shall
18 receive a release from the State of California and the Aggrieved Employees of
19 all Released PAGA Claims. The release of the Released PAGA Claims shall be
20 effective as to all Aggrieved Employees, regardless of whether an Aggrieved
21 Employee submitted a request for an exclusion from the Class. (§65.b)

- 22 ○ “Released PAGA Claims” refers to the release Defendant and Released
23 Parties shall receive from the State of California of all PAGA claims for
24 civil penalties under California Labor Code Sections 2698 et. seq.,
25 predicated on the violations of the applicable California Labor Code

1 sections and applicable Wage Orders as alleged in the LWDA Notices
2 submitted by Plaintiffs and the operative complaints in the Silva PAGA
3 Action and Rosenberg PAGA Action, which occurred during the PAGA
4 Period. The Released PAGA Claims will be released against all Released
5 Parties. The Released PAGA Claims expressly exclude all other claims,
6 including claims for vested benefits, wrongful termination, violation of
7 the Fair Employment and Housing Act, unemployment insurance,
8 disability, social security, workers' compensation, and claims based on
9 facts occurring outside the PAGA Period. (§29)

- 10 • "Released Parties" collectively mean: Defendant, and its parent, predecessor,
11 successor, subsidiary and affiliated companies and entities, and each of the
12 foregoing companies; and entities' respective divisions, officers directors,
13 shareholders, partners, limited partners, agents, managers, members, trustees,
14 representatives, independent contractors, payroll companies, temporary staffing
15 agencies, attorneys, insurers, owners, licenses, indemnitees, representatives,
16 successors and assigns, past and present. (§30)
- 17 • The named Plaintiffs will also provide a general release. (§65.c)
- 18 • The releases are effective on the date when Defendant fully funds the entire
19 Gross Settlement Amount, which will occur within fifteen (15) calendar days of
20 the Effective Date. (§62)

21 22 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

23 "Before final approval, the court must conduct an inquiry into the fairness of the
24 proposed settlement." Cal. Rules of Court, rule 3.769(g). "If the court approves the
25 settlement agreement after the final approval hearing, the court must make and enter

1 judgment. The judgment must include a provision for the retention of the court's
2 jurisdiction over the parties to enforce the terms of the judgment. The court may not
3 enter an order dismissing the action at the same time as, or after, entry of judgment.”
4 Cal. Rules of Court, rule 3.769(h).

5 As discussed more fully in the Order conditionally approving the settlement, “[i]n
6 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
7 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
8 action. The purpose of the requirement [of court review] is the protection of those class
9 members, including the named plaintiffs, whose rights may not have been given due
10 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
11 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
12 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
13 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
14 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
15 extent necessary to reach a reasoned judgment that the agreement is not the product of
16 fraud or overreaching by, or collusion between, the negotiating parties, and that the
17 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
18 quotation marks omitted].

19 “The burden is on the proponent of the settlement to show that it is fair and
20 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
21 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
22 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
23 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
24 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
25 1802. Notwithstanding an initial presumption of fairness, “the court should not give

1 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
2 116, 130. “Rather, to protect the interests of absent class members, the court must
3 independently and objectively analyze the evidence and circumstances before it in order
4 to determine whether the settlement is in the best interests of those whose claims will be
5 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
6 that determination, the court should consider factors such as “the strength of plaintiffs’
7 case, the risk, expense, complexity and likely duration of further litigation, the risk of
8 maintaining class action status through trial, the amount offered in settlement, the extent
9 of discovery completed and stage of the proceedings, the experience and views of
10 counsel, the presence of a governmental participant, and the reaction of the class
11 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
12 the court is free to engage in a balancing and weighing of factors depending on the
13 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

14 **A. A PRESUMPTION OF FAIRNESS EXISTS**

15 The Court preliminarily found in its Order of July 18, 2023 that the presumption
16 of fairness should be applied. No facts have come to the Court’s attention that would
17 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption
18 of fairness as set forth in the preliminary approval order.

19 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

20 The settlement was preliminarily found to be fair, adequate and reasonable.
21 Notice has now been given to the Class and the LWDA. The notice process resulted in
22 the following:

23 Number of class members: 1,191

24 Number of notices mailed: 1,191

25 Number of undeliverable notices: 5

Number of opt-outs: 4

Number of objections: 0

Number of participating class members: **1,187**

(Supp. Castro Decl. ¶¶5-14.)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. CLASS CERTIFICATION IS PROPER

For the reasons set forth in the preliminary approval order, certification of the Class for purposes of settlement is appropriate.

D. ATTORNEY FEES AND COSTS

Class Counsel requests **\$883,333** (33 1/3%) for attorney fees and **\$25,000** for costs. (Memo ISO Final at 13:1-18.)

Courts have an independent responsibility to review an attorney fee provision and award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.

In the instant case, fees are sought pursuant to the percentage method, as cross-checked by lodestar. (Memo ISO Final at pp. 10-13.) The \$883,333 fee request is approximately one-third of the Gross Settlement Amount.

A lodestar is calculated by multiplying the number of hours reasonably expended by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096 (*PLCM*). “Generally, ‘[t]he lodestar is calculated using the reasonable rate

1 for comparable legal services in *the local community* for noncontingent litigation of the
2 same type, multiplied by the reasonable number of hours spent on the case.’ ”

3 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
4 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
5 Cal.App.4th 1233, 1242-1243.

6 As to the reasonableness of the rate and hours charged, trial courts consider
7 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill
8 required in its handling, the skill employed, the attention given, the success or failure,
9 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
10 allow the court to consider whether the case was overstaffed, how much time the
11 attorneys spent on particular claims, and whether the hours were reasonably expended.”
12 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

13 Attorney Blumenthal represents that his firm spent more than 402 hours on the
14 case. With attorney fees at hourly rates ranging from \$450 to \$995, the lodestar for his
15 firm is \$335,118.75. He attaches his firm’s billing records in support. (Declaration of
16 Norman Blumenthal ISO Final ¶12, Exhibits 3 and 4 thereto.) He also lists a number of
17 cases in which the Court awarded one-third fee awards to Class Counsel, though he does
18 not make clear whether these are cases handled by his firm specifically, nor indicate
19 whether his firm’s hourly rates have been approved by other courts. (*Id.* at ¶11.)

20 Blumenthal also contends that the rates charged by his firm are in line with the
21 prevailing rates of attorneys in the local legal community for similar work based upon the
22 Laffey Matrix, which he attaches a copy of. (*Id.* at ¶12, Exhibit 5 thereto.) The Laffey
23 matrix reference relied upon is of limited usefulness as it does not break down for area of
24 practice or geography. *Cf. Stratton v. Beck*, 9 Cal. App. 5th 483, 496, (2017) (hourly rate
25 of \$450 was proper where lawyer had decades of experience in labor matters and

1 presented evidence of rates of \$500 to \$800 per hour—charged by similarly experienced
2 labor lawyers in the Los Angeles area); *Davis v. Brown Shoe Co.* (E.D. Cal.) 2015 U.S.
3 Dist. LEXIS 149010 (rates for experienced wage and hour lawyers in Los Angeles \$695-
4 \$395 per hour); *Ruiz v. JCP Logistics, Inc.* (C.D. Cal. Aug. 12, 2016, No. SACV 13-
5 1908-JLS (ANx)) 2016 U.S. Dist. LEXIS 189280, at *28-30.) (rejecting Laffey matrix
6 and setting \$600 per hour for experienced wage and hour class action counsel). He also
7 asserts that his firm’s rates are reasonable in comparison to counsel practicing complex
8 and class litigation as detailed in the National Law Journal Billing Survey, though he
9 does not attach a copy. (*Id.* at ¶12.)

10 Attorney Lim represents that he spent 61.1 hours on the case. By applying an
11 hourly rate of \$880, the lodestar for his firm is \$53,768. (Declaration of Preston H. Lim
12 ISO Final ¶¶12-14.) He attaches his firm’s billing records in support. (*Id.* at Exhibit A.)
13 He represents that courts have approved his previous hourly rates in other class action
14 matters ranging from \$525 to \$800 per hour. (*Id.* at ¶13.)

15 Attorney Lee represents that he spent 66 hours on the case. By applying an hourly
16 rate of \$675, the lodestar for his firm is \$44,550. (Declaration of Lloyd J. Lee ISO Final
17 ¶¶14-16.) He also attaches his firm’s billing records in support. (*Id.* at Exhibit A.) He
18 does not indicate whether his hourly rate was approved by other courts.

19 Class Counsel’s combined total lodestar of \$433,436.75 implies a multiplier of
20 2.04 to reach the requested fees.

21 The Court does not approve the hourly fees suggested nor does it believe a
22 lodestar of 2.04 is reasonable. Nonetheless, the Court recognizes that in contingency fee
23 work some cases will result in a below lodestar recovery for counsel and some a recovery
24 in excess of the lodestar. The **\$883,333** fee request represents a reasonable percentage of
25 the total funds paid by Defendant. Further, the notice expressly advised class members of

1 the fee request, and no one objected. (Supp. Castro Decl. ¶12, Exhibit A thereto.)

2 Accordingly, the Court awards fees in the amount of **\$883,333**.

3 Fee Split: The Class Counsel Fees Payment will be split sixty percent (60%) to
4 Blumenthal Nordrehaug Bhowmik De Blouw LLP, twenty percent (20%) to Lim Law
5 Group, PC, and twenty percent (20%) to the Law Offices of Lloyd Lee. (Settlement
6 Agreement ¶56.b.) Counsel represents that Plaintiffs consented to the fee sharing
7 agreement in writing. (Supp. Decl. of Nordrehaug ISO Prelim ¶10.)

8 Class Counsel requests **\$25,000** in costs. (Memo ISO Final at 13:16-18.) This
9 equals the \$25,000 cap provided in the settlement agreement (¶56.b). The amount was
10 disclosed to Class Members in the Notice, and no objections were received. (Supp.
11 Castro Decl. ¶12, Exhibit A thereto.) Attorneys Blumenthal and Nordrehaug represent
12 that their firm incurred \$11,589.45 in actual costs [\$15,382.45 less \$3,793 for
13 LexisNexis]. (Blumenthal Decl. ISO Final ¶13, Exhibits 3 and 4 thereto; Supp. Decl. of
14 Nordrehaug ISO Final ¶2.) Attorney Lim represents that his firm incurred \$10,881.74 in
15 costs. (Lim Decl. ISO Final ¶11.) Attorney Lee represents that he incurred \$101.25 as a
16 Case Anywhere fee. (Lee Decl. ISO Final ¶13.) Accordingly, Class Counsel's
17 combined actual costs total **\$22,572.44**, which include: Mediation (\$10,000),
18 Employment Research Corporation (\$5,000), and Berger Consulting Group (\$2,650).
19 (Blumenthal Decl. ISO Final ¶13, Exhibits 3 and 4 thereto; Lim Decl. ISO Final ¶11;
20 Lee Decl. ISO Final ¶13.)

21 The actual costs incurred appear to be reasonable and necessary to the litigation,
22 are reasonable in amount, and were not objected to by the class.

23 For all of the foregoing reasons, costs of **\$22,572.44** are approved.

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25 //

1 **E. SERVICE AWARDS TO CLASS REPRESENTATIVES**

2 A service (or incentive) fee award to a named class representative must be
3 supported by evidence that quantifies the time and effort expended by the individual and
4 a reasoned explanation of financial or other risks undertaken by the class representative.
5 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
6 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
7 [“Criteria courts may consider in determining whether to make an incentive award
8 include: (1) the risk to the class representative in commencing suit, both financial and
9 otherwise; (2) the notoriety and personal difficulties encountered by the class
10 representative; (3) the amount of time and effort spent by the class representative; (4) the
11 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
12 class representative as a result of the litigation. (Citations.)”].

13 Here, the Class Representatives George Rosenberg and Alfredo Silva request
14 enhancement awards of **\$10,000 each**, totaling **\$20,000**. (Memo ISO Final at 14:8-10.)
15 They urge that the awards are appropriate for the following reasons:

16 Plaintiff Rosenberg represents that his contributions to the action include:
17 speaking with his attorneys about Defendant’s policies and procedures, providing them
18 with documents and answering their questions, reviewing the complaint and other case
19 documents, staying in touch with his attorneys during the lawsuit and reviewing court
20 filings, and communicating with his attorneys regarding the settlement terms.
21 (Declaration of George Rosenberg ISO Prelim ¶¶5-10.) He estimates spending 40 hours
22 on the case. (*Id.* at ¶11.) He asserts that he knew there was a risk that future employers
23 could find out about the lawsuit and downgrade him as a potential hire, though he has
24 not shown that this has occurred. (*Id.* at ¶8.) He also asserts he took risk in bringing this
25

1 action, including being responsible for fees and costs if he did not prevail. (*Id.*) At oral
2 argument counsel affirmed that their retainer agreement so provided.

3 Plaintiff Silva similarly represents that his contributions to the action include:
4 speaking with his attorneys about Defendant's policies and procedures, providing them
5 with documents and answering their questions, reviewing the complaint and other case
6 documents, staying in touch with his attorneys during the lawsuit and reviewing court
7 filings, and communicating with his attorneys regarding the settlement terms.
8 (*Declaration of Alfredo Silva ISO Prelim ¶¶5-10.*) He estimates spending 40-50 hours
9 on the case. (*Id.* at ¶11.) He also asserts that he was aware was a risk that future
10 employers could find out about the lawsuit and downgrade him as a potential hire,
11 though he has not shown that this has occurred. (*Id.* at ¶8.) he too took on risk in
12 bringing this action (*Id.*)

13 In light of the above-described contributions to this action, and in
14 acknowledgment of the benefits obtained on behalf of the class, a **\$7,500** service award
15 to each Plaintiff is reasonable and approved.

16 **F. SETTLEMENT ADMINISTRATION COSTS**

17 The Settlement Administrator, ILYM Group, Inc., requests **\$28,000** in
18 compensation for its work in administering this case. (*Supp. Castro Decl. ¶15.*) At the
19 time of preliminary approval, costs of settlement administration were capped at \$28,000
20 (¶56.d). Class Members were provided with notice of this amount and did not object.
21 (*Supp. Castro Decl. ¶12, Exhibit A thereto.*)

22 Accordingly, settlement administration costs are approved in the amount of
23 **\$28,000.**

24 //

1 **IV. CONCLUSION AND ORDER**

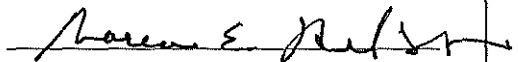
2 The Court hereby:

- 3 (1) Grants class certification for purposes of settlement;
- 4 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 5 (3) Awards **\$883,333** in attorney fees to Class Counsel, Blumenthal Nordrehaug
- 6 Bhowmik De Blouw LLP, Lim Law Group, PC, and Law Offices of Lloyd Lee;
- 7 (4) Awards **\$22,572.44** in litigation costs to Class Counsel;
- 8 (5) Approves payment of **\$75,000** (75% of \$100,000 PAGA penalty) to the LWDA;
- 9 (6) Awards **\$7,500 each** as Class Representative Service Awards to George
- 10 Rosenberg and Alfredo Silva;
- 11 (7) Awards **\$28,000** in settlement administration costs to ILYM Group, Inc.;
- 12 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
- 13 and containing the class definition, full release language, and the names of the
- 14 class members who opted out by November 22, 2023;
- 15 (9) Orders class counsel to provide notice to the class members pursuant to
- 16 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
- 17 Code §2699 (l)(3); and
- 18 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
- 19 Settlement Funds for August 23, 2024 at 8:30 a.m. Final Report is to be filed by
- 20 August 16, 2023.

21

22

23 Dated: 11/17/23



24 MAREN E. NELSON

25 Judge of the Superior Court