ATTORNEY OR PARTY WITHOUT ATTORNEY STATE BAR NUMBER: NAME: Ani Menedjian (SBN 360616) FIRM NAME: LAWYERS for JUSTICE, PC STREET ADDRESS: 450 North Brand Blvd., Suite 900 CITY: Glendale STATE: CA ZIP CODE: 91203 TELEPHONE NO.: 818.265.1020 FAX NO.: 818.265.1021 EMAIL ADDRESS: ani@calljustice.com ATTORNEY FOR *(name)*: Plaintiff Yuri Milon and the Class	***FOR COURT USE ONLY***
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 161 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: Old Courthouse	
PLAINTIFF/PETITIONER: Yuri Milon, et. al. DEFENDANT/RESPONDENT: David & Esperanza Chavez Family Limited Partnership, et al.	
NOTICE OF ENTRY OF JUDGMENT OR ORDER ***(Check one):*** ☒ **UNLIMITED CASE** (Amount demanded exceeded $35,000) ☐ **LIMITED CASE** (Amount demanded was $35,000 or less)	CASE NUMBER: 20CV368379/Dept. 19

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: May 28, 2025

2. A copy of the judgment, decree, or order is attached to this notice.
   Exhibit 1 - Final Approval Order and Judgment
   Exhibit 2 - Minute Order dated May 21, 2025 re Motion for Final Approval

Date: June 3, 2025

Ani Menedjian
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

PLAINTIFF/PETITIONER: Yuri Milon, et. al. DEFENDANT/RESPONDENT: David & Esperanza Chavez Family Limited Partnership, et a	CASE NUMBER: 20CV368379/Dept. 19

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: June 3, 2025

Bianca Balentine
(TYPE OR PRINT NAME OF DECLARANT)

▶ Bianca Balentine
(SIGNATURE OF DECLARANT)

EXHIBIT 1

Filed
May 28, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
20CV368379
By: moffhaus

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

YURI MILON, individually, and on behalf of other members of the general public similarly situated; OLIMPIA MEZA PELAYO, 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; EMILIO LOPEZ, 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, Plaintiffs, vs. DAVID & ESPERANZA CHAVEZ FAMILY LIMITED PARTNERSHIP DBA CHAVEZ SUPERMARKET, a California limited partnership; and DOES 1-50, inclusive, Defendants.	Case No. 20CV368379 Honorable Theodore C. Zayner Department 19 **CLASS ACTION** **[~~PROPOSED~~] FINAL APPROVAL ORDER AND JUDG~~E~~MENT** Date: May 21, 2025 Time: 1:30 p.m. Department: 19 Complaint Filed: July 17, 2020 FAC Filed: February 23, 2024 Trial Date: None Set

The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner on May 21, 2025, at 1:30 p.m. in Department 19. The court now rules and orders as follows:

I. Introduction

This is a putative class action and representative action arising out of alleged wage and hour violations. On July 17, 2020, Plaintiff Yuri Milon ("Milon") commenced this action by filing a Class Action Complaint against Defendant David & Esperanza Family Limited Partnership DBA Chavez Supermarket ("Defendant"), alleging various wage and hour violations (the "*Milon* Action").

On December 1, 2020, Olimpia Meza Pelayo ("Pelayo") commenced a separate action against Defendant in this court, captioned *Oliva Meza Pelayo v. David & Esperanza Family Limited Partnership DBA Chavez Supermarket*, Case No. 20CV373672, setting forth various wage and hours claims as well as a cause of action for civil penalties pursuant to the Private Attorneys General Act ("PAGA") (the "*Pelayo* Action"). On April 19, 2021, Pelayo filed a First Amended Class Action Complaint against Defendant in the Pelayo Action.

The Parties in the *Milon* Action and the *Pelayo* Action have reached a settlement that would resolve the claims alleged in both actions. (See Joint Stipulation Granting Plaintiff Leave to File First Amended Complaint; Order Thereon, p. 1:25-27.) On February 23, 2024, the court entered an order on the Parties' stipulation granting Milon leave to file a First Amended Complaint ("FAC"), which was deemed filed as of that date.

The FAC is brought in the name of Plaintiffs Milon, Pelayo, and Emilio Lopez ("Lopez") (collectively, "Plaintiffs") against Defendant and sets forth the following causes of action: (1) violation of Labor Code sections 510 and 1198 (unpaid overtime); (2) violation of Labor Code sections 226.7 and 512, subdivision (a) (unpaid meal period premiums); (3) violation of Labor Code section 226.7 (unpaid rest period premiums); (4) violation of Labor Code section 226.7; (5) violation of Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of Labor Code section 204 (wages not timely paid during employment); (7) violation of Labor Code section 226, subdivision (a) (non-compliant wage statements); (8) violation of Labor Code section 1174, subdivision (d) (failure to keep requisite payroll records); (9) violation of Labor Code section 227.3

(failure to pay vacation wages); (10) violation of Labor Code sections 2800 and 2802 (unreimbursed business expenses); (11) violation of Business and Professions Code section 17200, et seq.; and (12) violation of Labor Code section 2698, *et seq.* (PAGA).

Plaintiffs moved for preliminary approval of the Parties' settlement, and on January 22, 2025, the court issued an order granting Plaintiffs' motion for preliminary approval of the settlement and setting a final approval hearing for March 21, 2025. Now before the court is Plaintiffs' motion for final approval the settlement. The motion is unopposed.

II. Legal Standard

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." *(Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234-235 (Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.)

> The burden is on the proponent of the settlement to show that it is fair and reasonable. However "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small."

(*Wershba, supra*, 91 Cal.App.4th at p. 245, citation omitted.)

B. PAGA

Labor Code section 2699, subdivision (s)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

Like its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc*. (2021) 72 Cal.App.5th 56, 76-77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id*. at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public ...."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc*. (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable considering the potential verdict value. (See *O'Connor, supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Terms and Administration of Settlement

This case has been settled on behalf of the following class:

> [A]ll current and former non-exempt employees of Defendant employed in California during the Class Period ["the time period from July 17, 2016 through July 25, 2023, or, if applicable, the Alternate End Date pursuant to Paragraph 55"].

(Declaration of Yasmin Hosseini ("Hosseini Dec."), Ex. 1 ("Agreement"), ¶¶ 7, 9.)

The settlement also includes a subset class of "PAGA Members," defined as:

> [A]ll current and former non-exempt employees of Defendant employed in the State of California during the PAGA Period ["the time period from August 19, 2019 through July 25, 2023, or, if applicable, the Alternate End Date pursuant to paragraph 55"].

(Agreement, ¶¶ 28-29.) Paragraph 55 is an escalator clause providing that, if it is determined that the actual total number of workweeks exceeds Defendant's estimated figure by more than five percent, Defendant has the option to either (a) increase the gross settlement amount proportionately; or (b) alter the end date of the Class Period and PAGA Period to the date that the five percent threshold was reached (the "Alternate End Date"). (*Id.* at ¶ 55.)

Under the terms of the Agreement, Defendant will pay a gross settlement amount of $3,500,000, subject to the provisions of Paragraph 55. (Agreement, ¶ 19.) This amount includes attorney fees of up to 35% of the gross settlement amount (currently estimated to be $1,225,000), litigation costs of up to $32,000, settlement administration costs of up to $25,000, a total of $36,000 in enhancement awards to Plaintiffs ($12,000 each), and a PAGA allocation of $350,000. (Id. at ¶¶ 19, 54(a)-(e).)

The net settlement amount will be distributed to participating class members on a *pro-rata* basis according to the number of workweeks worked during the Class Period. (Agreement, ¶ 54(f).) Similarly, individual PAGA payments will be distributed to PAGA Members on a *pro- rata* basis according to the number of workweeks worked during the PAGA Period. (*Id.* At ¶ 54(e).) As amended, the Agreement provides that funds from individual settlement checks remaining uncashed after the void date will be transmitted to Leadership Counsel for Justice & Accountability as the designated cy pres beneficiary. (Agreement, ¶ 65.) The court approves the designated *cy pres* recipient.

In exchange for the settlement, the class members agree to release Defendant, and related entities and persons, from all claims that arise during the Class Period that were asserted or that could have been asserted based on the facts or allegations in the FAC. (Agreement, ¶¶ 33, 38, 51.) PAGA Members agree to release Defendant, and related entities and persons, from all claims for PAGA civil penalties that were asserted or that could have been asserted based on the facts or allegations in the FAC and the LWDA notice. (Id at ¶¶ 33, 39, 53.) Plaintiffs also agree to a comprehensive general release. (Id. at ¶ 52.) The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management*, *LLC* (2021) 69 Cal.App.5th 521, 538.)

In its order granting preliminary approval, the court approved ILYM Group, Inc. ("ILYM Group") as settlement administrator. On February 12, 2025, ILYM Group received a class data from Defendant's counsel which included the name and information of the 3,364 individuals on the class list. (Declaration of Garvin Brown ("Brown Decl."), ¶ 6.) On February 27, 2025, ILYM Group mailed the class notice to all 3,364 individuals contained on the class list. (*Id.* at ¶ 7.) The class notice informed the class members that the response deadline was April 13, 2025. As of the date of Mr. Brown's declaration, May 7, 2025, a total of 390 class notices have been deemed undeliverable. (*Id.* at ¶ 10.) As of the same date, ILYM Group has not received any opt-out requests, any written objections to the settlements, or any workweek disputes. (*Id.* at ¶¶ 11-13.) ILYM Group estimates that the average individual settlement payment will be approximately $551.50, and the average individual PAGA payment will be approximately $43.34. (*Id.* at ¶¶ 18-19.) The notice process has now been completed.

At preliminary approval, the court found the settlement to be fair and reasonable. Given that there are no objections, it finds no reason to deviate from that finding now. Accordingly, the court finds that the settlement is fair and reasonable for purposes of final approval.

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IV. Enhancement Awards, Attorney Fees and Costs

Plaintiffs request enhancement awards in the total amount of $15,000 (i.e., $5,000 each). (Motion, p. 30:21-22; Declaration of Elizabeth Parker-Fawley ("Parker-Fawley Decl."), ¶ 20.)

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.)

The three Plaintiffs have each submitted declarations generally describing their participation in this action, which has included communication with counsel, searching for documents, and reviewing the pleadings and proposed settlement. Plaintiffs Milon, Pelayo, and Lopez also provide estimates of the number of hours they have spent participating in this litigation: 25, 24, and 21 hours, respectively.

The named Plaintiffs have each spent time in connection with this litigation and took risk by attaching their names to this case because it could impact their current or future employment. (See *Covillo v. Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff takes a significant "reputational risk" in bringing an action against an employer].)

Here, enhancement awards are justified. Nevertheless, the amounts originally sought (i.e., $12,000 each), in relation to the times spent on the litigation, are higher than the court normally awards. Therefore, the court approves enhancements awards in the amount of $5,000 to each of the Plaintiffs, for a total of $15,000 in approved enhancement awards.

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Plaintiffs' counsel seeks an attorney fee award of $1,225,000 (35 percent of the gross settlement amount). (Motion, pp. ii:13; 18:24-29:6); Parker-Fawley Decl., ¶ 9) Plaintiffs were represented by two firms in this action: "Lawyers *for* Justice, PC" and "Bibiyan Law Group, P.C." (See Motion, p. 28:6-19.) Plaintiffs' counsel submits that the combined lodestar value incurred on behalf of Plaintiffs in this action is $751,900, based on $435,898.65 for Lawyer *for* Justice, PC and $376,030 for Bibiyan Law Group, P.C.. (Ibid.) The $376,030 figure for Bibiyan Law Group, P.C. is based on a total of approximately 482.4 hours billed at rates ranging from $75 per hour to $1,100 per hour. (Declaration of David D. Bibiyan, ¶ 16.) However, the declaration of Ms. Parker-Fawley on behalf of the Lawyers *for* Justice, PC firm contains no similar breakdown of the claimed lodestar amount based on how many hours were billed at what specific hourly rates. (Parker-Fawley Decl., ¶¶ 11-12 and Ex. B.) Instead, the billing figure for the Lawyers *for* Justice, PC firm is based on an unstated blended hourly rate. (See Motion, p. 28:13-17.)

If the court accepts counsel's representations regarding the lodestar incurred in the total amount of $751,900, this results in a multiplier of 1.63, which is within the range of multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp*. (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases].)

The benefits achieved by the settlement justify an award of attorney fees to class counsel. The court finds that the requested attorney fee award is reasonable as a percentage of the common fund and approves an attorney fee award in the requested amount of $1,225,000.

Plaintiffs' counsel requests reimbursement of litigation costs in the amount of $21,944.94 and presents an itemized list supporting that figure. (Motion, p. 29:7-16; Parker-Fawley Decl., ¶ 19 and Ex. C; Bibiyan Decl., ¶ 17.) This is less than the $32,000 provided for in the settlement. The court finds the cost reimbursement request to be reasonable and therefore approves an award of litigation costs in the requested amount. The settlement administration costs are also approved in the requested amount of $22,750, which is less than the $25,000 maximum set by the agreement. (See Brown Dec., ¶ 21.)

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V. Conclusion

The motion for final approval of class and representative action settlement is GRANTED. The court sets a compliance hearing for February 26, 2026 at 2:30 p.m. in Department 19.

IT IS SO ORDERED.

Dated: May 28, 2025

Honorable Theodore C. Zayner
Judge of the Superior Court

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

MINUTE ORDER

Milon v. David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket (Class Action) 20CV368379 Date of Hearing: 05/21/2025	Hearing Start Time: 1:30 PM Hearing Type: Hearing: Motion hearings

Heard By: Zayner, Theodore C
Court Reporter:

Location: Department 19
Courtroom Clerk: Thomas Duarte
Court Interpreter:
Court Investigator:

Parties Present:

Future Hearings:

- Ani Menedjian appears as counsel for Plaintiff.

No one has contested the Tentative Ruling.

The Tentative Ruling is adopted. See below for ruling.

Calendar Line 1
Case Name: Milon v. David & Esperanza Chavez Family Limited Partnership DBA Chavez Supermarket
Case No.: 20CV368379
The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner on May 21, 2025, at 1:30 p.m. in Department 19. The court now issues its tentative ruling as follows:
I. Introduction
This is a putative class action and representative action arising out of alleged wage and hour violations. On July 17, 2020, Plaintiff Yuri Milon (Milon) commenced this action by filing a Class Action Complaint against Defendant David & Esperanza Family Limited Partnership DBA Chavez Supermarket (Defendant), alleging various wage and hour violations (the Millon Action).
On December 1, 2020, Olimpia Meza Pelayo (Pelayo) commenced a separate action against Defendant in this court, captioned Oliva Meza Pelayo v. David & Esperanza Family Limited Partnership DBA Chavez Supermarket, Case No. 20CV373672, setting forth various wage and hours claims as well as a cause of action for civil penalties pursuant to the Private Attorneys General Act (PAGA) (the Pelayo Action). On April 19, 2021, Pelayo filed a First Amended Class Action Complaint against Defendant in the Pelayo Action.
The Parties in the Milon Action and the Pelayo Action have reached a settlement that would resolve the claims alleged in both actions. (See Joint Stipulation Granting Plaintiff Leave to File First Amended Complaint; Order Thereon, p. 1:25-27.) On February 23, 2024, the court entered an order on the Parties stipulation granting Milon leave to file a First

Amended Complaint (FAC), which was deemed filed as of that date.
The FAC is brought in the name of Plaintiffs Milon, Pelayo, and Emilio Lopez (Lopez) (collectively, Plaintiffs) against Defendant and sets forth the following causes of action: (1) violation of Labor Code sections 510 and 1198 (unpaid overtime); (2) violation of Labor Code sections 226.7 and 512, subdivision (a) (unpaid meal period premiums);
2
(3) violation of Labor Code section 226.7 (unpaid rest period premiums); (4) violation of Labor Code section 226.7; (5) violation of Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of Labor Code section 204 (wages not timely paid during employment); (7) violation of Labor Code section 226, subdivision (a) (non-compliant wage statements); (8) violation of Labor Code section 1174, subdivision (d) (failure to keep requisite payroll records); (9) violation of Labor Code section 227.3 (failure to pay vacation wages); (10) violation of Labor Code sections 2800 and 2802 (unreimbursed business expenses); (11) violation of Business and Professions Code section 17200, et seq.; and (12) violation of Labor Code section 2698, et seq. (PAGA).
Plaintiffs moved for preliminary approval of the Parties settlement, and on January 22, 2025, the court issued an order granting Plaintiffs motion for preliminary approval of the settlement and setting a final approval hearing for March 21, 2025. Now before the court is Plaintiffs motion for final approval the settlement. The motion is unopposed.
II. Legal Standard
A. Class Action
Generally, questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court s broad discretion. (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 234-235 (Wershba), disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)
In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as the strength of plaintiffs case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.
(Wershba, supra, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)
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In general, the most important factor is the strength of the plaintiffs case on the merits, balanced against the amount offered in settlement. (See Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130 (Kullar).) But the trial court is free to engage in a balancing and weighing of factors depending on the circumstances of each case. (Wershba, supra, 91 Cal.App.4th at p. 245.) The trial court must examine the proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned. (Ibid., citation and internal quotation marks omitted.)
The burden is on the proponent of the settlement to show that it is fair and reasonable. However a presumption of fairness exists where: (1) the

settlement is reached through arm s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.

(Wershba, supra, 91 Cal.App.4th at p. 245, citation omitted.)

B. PAGA

Labor Code section 2699, subdivision (s)(2) provides that [t]he superior court shall review and approve any settlement of any civil action filed pursuant to PAGA. The court s review ensur[es] that any negotiated resolution is fair to those affected. (Williams v. Superior Court (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (Iskanian v. CLS Transportation Los Angeles, LLC (2014) 59 Cal.4th 348, 380, overruled on other grounds by Viking River Cruises, Inc. v. Moriana (2022) 596 U.S. 639.)

Like its review of class action settlements, the Court must determine independently whether a PAGA settlement is fair and reasonable, to protect the interests of the public and the LWDA in the enforcement of state labor laws. (Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, 76-77.) It must make this assessment in view of PAGA s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state

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labor laws. (Id. at p. 77; see also Haralson v. U.S. Aviation Servs. Corp. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 [when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public .], quoting LWDA guidance discussed in O Connor v. Uber Technologies, Inc. (N.D. Cal. 2016) 201 F.Supp.3d 1110 (O Connor).)

The settlement must be reasonable considering the potential verdict value. (See O Connor, supra, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See Viceral v. Mistras Group, Inc. (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Terms and Administration of Settlement

This case has been settled on behalf of the following class:

[A]ll current and former non-exempt employees of Defendant employed in California during the Class Period [the time period from July 17, 2016 through July 25, 2023, or, if applicable, the Alternate End Date pursuant to Paragraph 55].

(Declaration of Yasmin Hosseini (Hosseini Dec.), Ex. 1 (Agreement), 7, 9.) The settlement also includes a subset class of PAGA Members, defined as:

[A]ll current and former non-exempt employees of Defendant employed in the State of California during the PAGA Period [the time period from August 19, 2019 through July 25, 2023, or, if applicable, the Alternate End Date pursuant to paragraph 55].

(Agreement, 28-29.) Paragraph 55 is an escalator clause providing that, if it is determined that the actual total number of workweeks exceeds Defendant s estimated figure by more than five percent, Defendant has the option to either (a) increase the gross settlement amount proportionately; or (b) alter the end date of the Class Period and PAGA Period to the date that

the five percent threshold was reached (the Alternate End Date). (Id. at 55.)
Under the terms of the Agreement, Defendant will pay a gross settlement amount of $3,500,000, subject to the provisions of Paragraph 55. (Agreement, 19.) This amount includes attorney fees of up to 35% of the gross settlement amount (currently estimated to be
5
$1,225,000), litigation costs of up to $32,000, settlement administration costs of up to $25,000, a total of $36,000 in enhancement awards to Plaintiffs ($12,000 each), and a PAGA allocation of $350,000. (Id. at 19, 54(a)-(e).)
The net settlement amount will be distributed to participating class members on a pro rata basis according to the number of workweeks worked during the Class Period. (Agreement, 54(f).) Similarly, individual PAGA payments will be distributed to PAGA Members on a pro rata basis according to the number of workweeks worked during the PAGA Period. (Id. at 54(e).) As amended, the Agreement provides that funds from individual settlement checks remaining uncashed after the void date will be transmitted to Leadership Counsel for Justice & Accountability as the designated cy pres beneficiary. (Agreement, 65.) The court approves the designated cy pres recipient.
In exchange for the settlement, the class members agree to release Defendant, and related entities and persons, from all claims that arise during the Class Period that were asserted or that could have been asserted based on the facts or allegations in the FAC. (Agreement, 33, 38, 51.) PAGA Members agree to release Defendant, and related entities and persons, from all claims for PAGA civil penalties that were asserted or that could have been asserted based on the facts or allegations in the FAC and the LWDA notice. (Id at 33, 39, 53.) Plaintiffs also agree to a comprehensive general release. (Id. at 52.) The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 538.)
In its order granting preliminary approval, the court approved ILYM Group, Inc. (ILYM Group) as settlement administrator. On February 12, 2025, ILYM Group received a class data from Defendant s counsel which included the name and information of the 3,364 individuals on the class list. (Declaration of Garvin Brown (Brown Decl.), 6.) On February 27, 2025, ILYM Group mailed the class notice to all 3,364 individuals contained on the class list. (Id. at 7.) The class notice informed the class members that the response deadline was April 13, 2025. As of the date of Mr. Brown s declaration, May 7, 2025, a total of 390 class notices have been deemed undeliverable. (Id. at 10.) As of the same date, ILYM Group has not received any opt-out requests, any written objections to the settlements, or any workweek
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disputes. (Id. at 11-13.) ILYM Group estimates that the average individual settlement payment will be approximately $551.50, and the average individual PAGA payment will be approximately $43.34. (Id. at 18-19.) The notice process has now been completed.
At preliminary approval, the court found the settlement to be fair and reasonable. Given that there are no objections, it finds no reason to deviate from that finding now. Accordingly, the court finds that the settlement is fair and reasonable for purposes of final approval.
IV. Enhancement Awards, Attorney Fees and Costs
Plaintiffs request enhancement awards in the total amount of $15,000 (i.e., $5,000 each). (Motion, p. 30:21-22; Declaration of Elizabeth Parker-Fawley (Parker-Fawley Decl.), 20.)
The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in

conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These incentive awards to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit. (Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.)

The three Plaintiffs have each submitted declarations generally describing their participation in this action, which has included communication with counsel, searching for documents, and reviewing the pleadings and proposed settlement. Plaintiffs Milon, Pelayo, and Lopez also provide estimates of the number of hours they have spent participating in this litigation: 25, 24, and 21 hours, respectively.

The named Plaintiffs have each spent time in connection with this litigation and took risk by attaching their names to this case because it could impact their current or future employment. (See Covillo v. Specialty s Caf (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at
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*29 [incentive awards are particularly appropriate where a plaintiff takes a significant reputational risk in bringing an action against an employer].)

Here, enhancement awards are justified. Nevertheless, the amounts originally sought (i.e., $12,000 each), in relation to the times spent on the litigation, are higher than the court normally awards. Therefore, the court approves enhancements awards in the amount of $5,000 to each of the Plaintiffs, for a total of $15,000 in approved enhancement awards.

Plaintiffs counsel seeks an attorney fee award of $1,225,000 (35 percent of the gross settlement amount). (Motion, pp. ii:13; 18:24-29:6); Parker-Fawley Decl., 9) Plaintiffs were represented by two firms in this action: Lawyers for Justice, PC and Bibiyan Law Group, P.C. (See Motion, p. 28:6-19.) Plaintiffs counsel submits that the combined lodestar value incurred on behalf of Plaintiffs in this action is $751,900, based on $435,898.65 for Lawyer for Justice and $376,030 for Bibiyan Law Group. (Ibid.) The $376,030 figure for Bibiyan Law Group is based on a total of approximately 482.4 hours billed at rates ranging from $75 per hour to $1,100 per hour. (Declaration of David D. Bibiyan, 16.) However, the declaration of Ms. Parker-Fawley on behalf of the Lawyers for Justice firm contains no similar breakdown of the claimed lodestar amount based on how many hours were billed at what specific hourly rates. (Parker-Fawley Decl., 11-12 and Ex. B.) Instead, the billing figure for the Lawyers for Justice firm is based on an unstated blended hourly rate. (See Motion, p. 28:13-17.)

If the court accepts counsel s representations regarding the lodestar incurred in the total amount of $751,900, this results in a multiplier of 1.63, which is within the range of multipliers that courts typically approve. (See Wershba, supra, 91 Cal.App.4th at p. 255 [[m]ultipliers can range from 2 to 4 or even higher]; Vizcaino v. Microsoft Corp. (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases].)

The benefits achieved by the settlement justify an award of attorney fees to class counsel. The court finds that the requested attorney fee award is reasonable as a percentage of

the common fund and approves an attorney fee award in the requested amount of $1,225,000.
Plaintiffs counsel requests reimbursement of litigation costs in the amount of
$21,944.94 and presents an itemized list supporting that figure. (Motion, p. 29:7-16; Parker-
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Fawley Decl., 19 and Ex. C; Bibiyan Decl., 17.) This is less than the $32,000 provided for
in the settlement. The court finds the cost reimbursement request to be reasonable and therefore
approves an award of litigation costs in the requested amount. The settlement administration
costs are also approved in the requested amount of $22,750, which is less than the $*
maximum set by the agreement. (See Brown Dec., 21.)
V. Conclusion
The motion for final approval of class and representative action settlement is
GRANTED. The court sets a compliance hearing for January 21, 2026 at 2:30 p.m. in
Department 19.
Plaintiffs shall prepare the order in accordance with California Rules of Court, rule
3.1312.

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203

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 June 3, 2025, I served the foregoing document(s) described as**: NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

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[X] BY E-MAIL
By agreement of the parties, the above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within 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 penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 3, 2025, at Glendale, California.

Bianca Balentine

Bianca Balentine

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