

JAN 11 2024

DAVID H. YAMASAKI, Clerk of the Court

BY: D. MIRANDA, DEPUTY

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10 **IN THE SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF ORANGE**

12 WENDY NAVARRO GARCIA, on behalf of
13 herself and all similarly situated individuals and
14 aggrieved employees ,

15 Plaintiff(s),

16 v.

17 WIDDICOMBE ENTERPRISES, INC., and
18 DOES 1 to 100,

19 Defendant(s).

Case No. 30-2021-01235358-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL AND JUDGMENT**

20
21 **RECITALS**

22 Having reviewed and considered the written submissions of all parties and being fully
23 advised, the Court grants the motion for final approval rules as follows:

24
25 **I. SUMMARY OF THE TERMS OF THE SETTLEMENT AGREEMENT**

26 The following delineates the Gross Settlement Amount of \$1,200,000.

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28 ///

1 **a. PAGA Allocation**

2 The Settlement allocates One Hundred Thousand Dollars (\$100,000) of the Gross
3 Settlement Amount as PAGA penalties. Pursuant to PAGA, seventy-five percent (75%), *i.e.*
4 Seventy-Five Thousand Dollars Dollars (\$75,000), shall be paid to the Workforce and Development
5 Agency ("LWDA"). The remaining twenty-five percent (25%), *i.e.* Twenty-Five Thousand Dollars
6 (\$25,000), shall be distributed to the Aggrieved Employees.

7 **b. Service Enhancement to Plaintiff**

8 Plaintiff shall receive Five Thousand Dollars (\$5,000) as a service award.

9 **c. Attorney Fees and Costs**

10 Frontier Law Center will receive attorney fees of Four Hundred Thousand Dollars
11 (\$400,000), which constitutes one third of the Gross Settlement Amount. Additionally, Frontier
12 Law Center will receive reimbursement of Twelve Thousand Dollars (\$12,000) for costs.

13 **d. Settlement Administrator Costs**

14 The Settlement Administrator, Phoenix Class Action Settlement Solutions, will receive
15 Fourteen Thousand Five Hundred Dollars (\$14,500) for administration expenses.

16 **FINDINGS**

17 **I. FINAL APPROVAL OF THE CLASS SETTLEMENT IS APPROPRIATE**

18 Pursuant to Rule of Court 3.769(g), the court conducts a final approval hearing to inquire
19 into the fairness of a settlement. There is a presumption of fairness when the following exist: 1) the
20 settlement was reached through arm's-length bargaining, 2) investigation and discovery are
21 sufficient to allow counsel to act intelligently, 3) counsel is experienced in similar litigation, and 4)
22 the percentage of objectors is small. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
23 245.) All the factors are present here.

24 The declaration of Adam Rose indicated the settlement was reached after a full-day
25 mediation with Chris Barnes. The declaration also indicated receipt of data on the number of class
26 members, a sampling of time and pay records for the Class, and copies of Defendant's relevant
27 policies. The declaration also demonstrated experience with wage and hour class action and PAGA
28 cases. Finally, the declaration of the Settlement Administrator demonstrated no objections.

1 **II. THE PAGA SETTLEMENT IS PRESUMPTIVELY FAIR AND REASONABLE**

2 In determining whether or not to approve a PAGA settlement, courts use the same “fair,
3 reasonable, and adequate” standard used for class actions. *Moniz v. Adecco USA, Inc.* (2021) 72
4 Cal.App.5th, 56, 75. As part of the Motion for Final Approval, the Court reviewed the history of the
5 case , and determined that the settlement was indeed arrived at via arms-length negotiations.
6 Further, the Court considered the strengths and risks to prevailing on liability identified in the
7 motion, as well as the risks of reduction in civil penalties.

8 In light of the inherent risks of the good faith dispute over whether any violations occurred,
9 the Court finds that the settlement is fair, reasonable, and adequate supporting PAGA’s purpose.

10 **III. THE ATTORNEY FEES, COSTS, ADMINISTRATION COSTS, AND CLASS**
11 **SERVICE PAYMENT ARE FAIR AND REASONABLE**

12 This settlement establishes a fund for the benefit of class members, and fees may be
13 awarded based on a percentage of the amount recovered. (See *Laffitte v. Robert Half International,*
14 *Inc.* (2016) 1 Cal.5th 480, 503.) Given the amount recovered for the Class, the \$400,000 requested
15 by Class Counsel is fair and reasonable. The declaration also establishes that no fee splitting
16 arrangement exists with any other firm.

17 The amount is also fair and reasonable based on Class Counsel’s lodestar . Thus, under
18 either a common fund theory or a lodestar with multiplier theory, Class Counsel’s fee request is fair
19 and reasonable. The declaration of Adam Rose further details the costs incurred by Class Counsel.
20 The costs are all reasonable and necessary for the prosecution of the case. Class Counsel’s costs
21 exceed the amount authorized in the settlement. Since Class Counsel’s request for costs
22 reimbursement is lower than their actual costs, the request is also reasonable.

23 The declaration of Yami Burns contains the Settlement Administrator’s invoice for
24 settlement administration and it establishes that the expenses are reasonable given the class size.

25 The Court previously preliminarily approved the Service Payment of \$5,000 for Plaintiff’s
26 services in acting as the named Plaintiff in this Class Action. The Court finds, based on the
27 declarations of Plaintiff and Mr. Rose, that this amount is reasonable compensation. (See *Clark v.*
28 *American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804-807.)

1 **ORDER**

2 Based on the foregoing, IT IS HEREBY ORDERED, that:

3 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
4 Settlement Agreement filed in this case which was attached to the declaration of Adam Rose filed
5 on September 12, 2023 (ROA 127).

6 2. The Court has jurisdiction over the subject matter of the litigation, the Aggrieved
7 Employees, the LWDA, and Defendant.

8 3. The Court approves the settlement of the above-captioned action, as set forth in the
9 Settlement Agreement as fair, just, reasonable, and adequate. The Parties are directed to perform in
10 accordance with the terms set forth in the Settlement Agreement, as modified, if at all, by this order.

11 4. Except as otherwise provided in the Settlement Agreement, the Parties are to bear
12 their own costs and attorneys' fees.

13 5. Pursuant to the terms of the Settlement Agreement, the Settlement Administrator
14 shall make the following payments from the Gross Settlement Amount:

15 (a) To Frontier Law Center - attorneys' fees in the amount of Four Hundred Thousand
16 Dollars (\$400,000) and reimbursement of litigation costs in the amount of Twelve Thousand
17 Dollars (\$12,000.00);

18 (b) the sum of One Hundred Thousand Dollars (\$100,000) as PAGA Penalties,
19 distributed as follows:

20 i. the sum of Seventy-Five Thousand Dollars (\$75,000.00) to the California
21 Labor and Workforce Development Agency for its seventy-five percent (75%) share of
22 PAGA Penalties; and

23 ii. the sum of Twenty-Five Thousand Dollars (\$25,000.00) to the Aggrieved
24 Employees;

25 (c) to Settlement Administrator, Phoenix Class Action Administration Solutions, for its
26 expenses relating to the settlement administration process, Fourteen Thousand Five Hundred
27 Dollars (\$14,500).

28 (d) to Plaintiff, the sum of Five Thousand Dollars (\$5,000) as a service award;

1 (e) the remainder of the Settlement Amount, Six Hundred Sixty-Eight Thousand Five
2 Hundred Dollars (\$668,500) shall be distributed to the Class Members on a pro-rata basis in
3 accordance with the Settlement.

4 6. The Court finds that the amounts set forth in 5(a)-(e) are fair and reasonable.

5 7. The Court directs the Settlement Administrator to distribute checks to the Class
6 Members and Aggrieved Employees pursuant to the terms of the Settlement Agreement. All
7 payments to so distributed that remain uncashed after 180 days of the mailing of the Settlement
8 Payment checks shall be paid to the Cy Pres Recipient, Community Legal Aid Socal.

9 8. Pursuant to the Settlement Agreement, upon the Effective Date, Participating Class
10 Members shall be bound by the following release:

11
12 All Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities and
14 causes of action that were asserted in the Operative Complaint, or that could have
15 arisen out of the allegations made in the Operative Complaint, for the duration of the
16 Class Period, including but not limited to causes of action for Wage and Hour
17 Violations, Meal Period Violations, Rest Period Violations, Wage Statement
18 Penalties, Waiting Time Penalties, Unfair Competition, and PAGA Penalties, and
19 any violation or breach of the California Labor Code arising from or related to the
20 conduct alleged, including without limitation, Labor Code sections 201, 202, 203,
21 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197.1, and 2699, and Industrial Welfare
22 Commission Wage Orders (including and not limited to Wage Order No. 5- 2001), or
23 or any other state statute, rule and/or regulation, or similar causes of action arising from
24 or relating to the conduct alleged.. Except as set forth in Section 6.3 of [the]
25 Agreement, Participating Class Members do not release any other claims, including
26 claims for vested benefits, wrongful termination, violation of the Fair Employment
27 and Housing Act, unemployment insurance, disability, social security, workers'
28 compensation, or claims based on facts occurring outside the Class Period.

22 9. As of the Effective Date, Non-Participating Class Members who are PAGA
23 Aggrieved Employees shall be bound by the following release:

24 All Non-Participating Class Members who are Aggrieved Employees are deemed to
25 release, on behalf of themselves and their respective former and present
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
27 Released Parties from all claims, rights, demands, liabilities and causes of action for
28 PAGA penalties that were asserted in the Operative Complaint and PAGA Notice, or
that could have arisen out of the allegations made in the Operative Complaint and
PAGA Notice, for the duration of the Class Period, including but not limited to
causes of action for Wage and Hour Violations, Meal Period Violations, Rest Period
Violations, Wage Statement Penalties, Waiting Time Penalties, Unfair Competition,

1 and PAGA Penalties, and any violation or breach of the California Labor Code
2 arising from or related to the conduct alleged, including without limitation, Labor
3 Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197.1, and
4 2699, and Industrial Welfare Commission Wage Orders (including and not limited to
5 Wage Order No. 5-2001), or any other state statute, rule and/or regulation, or similar
6 causes of action arising from or relating to the conduct alleged.. Except as set forth in
7 Section 6.3 of [the] Agreement, Participating Class Members do not release any
8 other claims, including claims for vested benefits, wrongful termination, violation of
9 the Fair Employment and Housing Act, unemployment insurance, disability, social
10 security, workers' compensation, or claims based on facts occurring outside the
11 Class Period.

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14 10. As of the Effective Date, Plaintiff on behalf herself and all aggrieved employees
15 shall be bound by the following release:

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17 Plaintiff, on behalf of the State of California and the LWDA will also release the
18 Released PAGA Claims identified in Paragraph 6.3 of [the] Agreement, as well as all
19 claims that could have been premised on the claims, causes of action or legal theories
20 described the Operative Complaint

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23 11. As of the Effective Date, Plaintiff, on behalf of herself only, shall be bound by the
24 following release:

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26 Upon the Effective Date, and as a condition of receiving any portion of the Class
27 Representative Service Payment, Plaintiff will agree to the additional following
28 General Release: In consideration of Defendant's promises and agreements as set
forth herein, Plaintiff and her former and present spouses, representatives, agents,
attorneys, heirs, administrators, successors, and assigns generally, release and
discharge Released Parties from all claims, transactions, or occurrences related to her
employment or alleged employment with the Released Parties including all claims
alleged in the Action, and all claims known and unknown, without exception, except
as may be prohibited by law. Plaintiff's Release specifically excludes any claims or
actions to enforce this Agreement, or to any claims for unemployment insurance,
disability insurance, social security benefits, or workers' compensation benefits that
arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law
different from, or in addition to, the facts or law that Plaintiff now knows or believes
to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
effective in all respects, notwithstanding such different or additional facts or
Plaintiff's discovery of them. Specifically, Plaintiff expressly waives and
relinquishes the provisions, rights, and benefits afforded by section 1542 of the
California Civil Code, which reads:

1 A general release does not extend to claims that the creditor or releasing party does
2 not know or suspect to exist in his or her favor at the time of executing the release,
3 and that if known by him or her would have materially affected his or her settlement
4 with the debtor or Released Party.

5 12. This Order does not affect the ability of any Aggrieved Employee from bringing any
6 individual claims on behalf of themselves.

7 13. A Final Accounting and Compliance hearing is hereby set for 10/18/24.
8 ~~[Either October 18, 2024 at 1:30 p.m. or October 25, 2023 at 1:30 p.m.]~~ in Dept. CX103, located at
9 751 W. Santa Ana Blvd., Santa Ana, CA 92701. Class Counsel shall file a Compliance Status
10 Report supported by a declaration, no later than ten (10) Calendar days before the hearing.

11 **JUDGMENT**

12 THEREFORE judgment is hereby entered in as follows:

13 1. Judgment is entered in favor of Plaintiff Wendy Navarro Garcia and the Class and
14 against Defendant Widdicombe Enterprises, Inc. in the amount of \$1,200,000, pursuant to the
15 Settlement Agreement, hereby incorporated by reference, which can be located in Register of
16 Actions number 127;

17 2. The Court shall retain jurisdiction over this case to ensure compliance with this
18 Order and Judgement pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure
19 section 664.6;

20 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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22 Dated: JAN 11 2024

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24 Hon. Lon F. Hurwitz
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