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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES –NORWALK COURTHOUSE

JUAN RUVALCABA, individually and on
behalf of all other Aggrieved Employees;

Plaintiff,

vs.

AMPHENOL CORPORATION, a Delaware
Corporation, AMPHENOL
THERMOMETRICS, INC., a Pennsylvania
Corporation, AMPHENOL DC
ELECTRONICS, INC., a California
Corporation, AMPHENOL NELSON-DUNN
TECHNOLOGIES, INC., a California
Corporation, HOLLAND ELECTRONICS,
LLC, a California Limited Liability Company,
and DOES 1 through 50, inclusive,

Defendants.

Case No. 22NWCV00167

*[Assigned to Honorable Lee W. Tsao, Dept.
C]*

CLASS ACTION

**~~[PROPOSED]~~ JUDGMENT APPROVING
CLASS ACTION SETTLEMENT,
REPRESENTATIVE ENHANCEMENT
AND REQUEST FOR ATTORNEY FEES
AND COSTS**

Date: November 28, 2023

Time: 10:30 a.m.

Dept.: C

Action Filed: 3/9/2022

Trial Date: None Yet Set

RESERVATION ID: 503894571081

JUDGMENT

The motion of Plaintiff Juan Ruvalcaba (“Plaintiff” or “Class Representative”) for an order granting final approval of class action settlement came on for hearing in Department C of this Court on November 28, 2023 at 10:30 a.m. This is a wage and hour class and Private Attorneys General Act (“PAGA”) representative action brought against Defendants Amphenol Corporation, Amphenol Thermometrics, Inc., Amphenol Dc Electronics, Inc., AMPHENOL NELSON-DUNN TECHNOLOGIES, Inc., and Holland Electronics, LLC (“Defendants”).

As set forth in the Court’s November 28, 2023 Order attached hereto as **Exhibit 1** to this Judgment, the Court, having read the papers filed with regard to Plaintiff’s motion for final approval of class action settlement and hearing argument regarding that motion, hereby FINDS, ORDERS and ADJUDGES:

1. The Court has jurisdiction over the subject matter of this litigation and over all parties to this Action, including the class members, representative action members, and Labor and Workforce Development Agency (“LWDA”).

2. The Court certifies the class for purposes of settlement. The Class as to whom this judgment applies is defined as follows: “Class” means all current and former non-exempt employees who are or were employed by Defendants Amphenol Corporation, Amphenol Thermometrics, Inc., Amphenol Dc Electronics, Inc., Amphenol Nelson-Dunn Technologies, Inc., and Holland Electronics, LLC in California at any time during the Settlement Class Period. The Settlement Class Period means, and refers to, the time from November 8, 2020, through the date of the Preliminary Approval Order, which was May 10, 2023.

3. Aggrieved Employee under PAGA to whom this judgment applies are defined as follows: “PAGA Group Members” means all Class Members employed by Defendants at any time from November 8, 2020, through the date of the Preliminary Approval Order, which was May 10, 2023.

4. The Court finds that the settlement agreement was entered into in good faith, is a product of arm’s-length negotiations between the parties and that the terms of the settlement are fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds

the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, rule 3.769.

5. The settlement agreement is therefore finally approved. The settlement agreement is incorporated herein.

a. The Gross Settlement Amount (“GSA”) is \$1,574,415.00.

b. The Net Settlement Fund (“Net”), is \$864,912.48, exclusive of the aggrieved employees PAGA portion of the settlement (\$39,360.37; 25% of the \$157,441.50 PAGA Payment) (GSA minus the following):

i. Class Counsel, Haig B. Kazandjian Lawyers, APC, is awarded attorneys’ fees in the amount of \$524,805.00 and costs in the amount of \$9,662.02.

ii. Class representative Juan Ruvalcaba is granted an incentive award of \$7,500.00.

iii. The settlement administrator, Simpluris, is granted payment in the amount of \$10,094.00 for its fees and services.

iv. The Court approves payment of \$118,081.13 (75% of \$157,441.50 PAGA Payment) payable to the LWDA.

v. The Court approves payment of \$39,360.37 (25% of \$157,441.50 PAGA aggrieved employees Payment) payable to the Aggrieved Employees.

c. In addition to the GSA, Defendants will be separately responsible for any employer payroll taxes required by law.

6. The Court orders the parties to the settlement agreement to perform forthwith each of their obligations as set forth according to its terms.

7. Funding of GSA: Within 15 calendar days after the Court sign this Judgment, Defendants shall provide the Settlement Administrator with sufficient funds to make all payments required under this Settlement.

8. Distribution of GSA: Within ten (10) calendar days after receipt of the Gross Settlement Amount from Defendants, the Settlement Administrator shall make the

following payments as approved by the Court: (1) Individual Settlement Payments to Participating Class Members; (2) the Class Representative Payment; (3) the Attorneys' Fees; (4) the Litigation Costs and Expenses; (5) the PAGA Payment; (6) the payment to the Aggrieved Employees; and (7) payment to the Settlement Administrator for its administration duties performed and to be performed to conclude its obligations pursuant to the Settlement Agreement.

9. Individual Class Payment Calculation: An Individual Class Payment the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks of all Class Members during the Class Period and then allocated on a pro rata basis. Each individual Class Member's Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member. (A similar calculation will be used for determining Qualifying Workweeks during the PAGA Period, and then applying those workweeks to determine each Class Member's Individual PAGA Payment.).

10. Uncashed Checks: Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated within 30 days of the date the check cashing period expires.

11. Class Counsel and the Claims Administrator have used their best efforts to locate class members and to provide them with notice that fully and accurately informed class members of all material elements of the proposed settlement. The Court finds that the notice program implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii)

1 was reasonably calculated, under the circumstances, to apprise members of the class of the
2 pendency of the Litigation, their right to object or exclude themselves from the proposed
3 settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted
4 valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable
5 requirements of due process under California law.

6 12. No objections to the settlement were filed. No member of the class opted out of
7 the settlement. No objections to the settlement have been filed, no member of the class has opted
8 out of the settlement and all class members are participating class members.

9 13. Accordingly, upon the Effective Date, the Court adjudges that Plaintiff and the
10 members of the class as defined above at paragraph 2, who have not otherwise opted out are
11 conclusively deemed to have released and discharged Defendants and the released parties from
12 any and all settled claims which are defined as follows: Release by Participating Class Members.
13 Upon the date Defendants fully fund the Gross Settlement Amount, Named Plaintiff and
14 Participating Class Members will be bound by a release of all claims, causes of actions, and
15 factual or legal theories that were alleged in the operative Complaint or reasonably could have
16 been alleged based on the facts and legal theories contained in the operative Complaint,
17 including all of the following claims for relief: (a) failure to pay all wages (including, but not
18 limited to, minimum wage, straight wages, split shift wages, overtime, doubletime, premium and
19 reporting time pay, rounding, off-the-clock; pre- and post-liminary work, or miscalculation of the
20 regular rate) (b) meal and rest break violations; (c) failure to reimburse business expenses; (d)
21 failure to provide compliant and/or timely wage statements; (e) failure to provide paid sick time
22 or notice of same; (f) failure to timely pay all wages earned during employment (g) failure to pay
23 all wages earned upon termination of employment; (h) failure to pay waiting time penalties (i)
24 failure to issue accurate wage statements; (j) violations of the Unfair Competition Law based on
25 the Labor Code claims released by this Agreement; (k) civil penalties under the Private
26 Attorneys General Act ("PAGA") based on the Labor Code claims released by this Agreement;
27 (l) any other claims or penalties under the wage and hour laws or primary rights asserted in the
28 Action; and (m) all damages, penalties, interest, and other amounts recoverable under said causes

of action under the law, to the extent permissible, including but not limited to the California Labor Code, the applicable Wage Orders, and the California Unfair Competition Law as to the facts alleged in the Action (collectively, the “Released Claims”). The Release shall cover all Released Claims by Class Members through June 21, 2023. The res judicata effect of the Judgment will be the same as that of the Release.

14. The Court further adjudges that Plaintiff and the PAGA Aggrieved Employees, as defined in the agreement, have released and discharged Defendants and the released parties from any and all settled claims which are defined as follows: Released Claims by PAGA Group Members. Upon the date Defendants fully fund the Gross Settlement Amount, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff’s notice(s) sent to the LWDA and all claims under the California Labor Code Private Attorneys General Act of 2004 that were alleged in the operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the operative Complaint, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

15. The Court bars and permanently enjoins Plaintiff, the Participating Class Members and PAGA Group Members from asserting, instituting, or prosecuting, either directly or indirectly, any settled claims which any class member or aggrieved employee had or has to the extent provided in the settlement agreement.

16. The Parties are ordered to give notice of this order to all class members and aggrieved employees in accordance with California Rule of Court, rule 3.771(b) by posting a copy of this Order on the Settlement Administrators website.

17. The Court hereby orders class counsel to submit both this judgment and the order granting final approval dated November 28, 2023, to the LWDA in accordance with Labor Code section 2699, subdivision (l)(3).

18. The Court hereby orders class counsel to file a final Report re: Distribution of the Settlement Funds to the Court by August 1, 2024.

19. Without affecting the finality of this Judgment in any way, the Court retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation and enforcement of the settlement agreement pursuant to further orders of the Superior Court until each and every act agreed to be performed by the parties hereto shall have been performed pursuant to the settlement agreement; (2) any other action necessary to conclude this settlement and to implement the settlement agreement; and (3) the enforcement, construction, and interpretation of the settlement agreement.

20. Neither this Judgment, the order granting final approval, nor the settlement agreement on which it is based are an admission or concession by any party of any fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The final approval of the Parties' settlement will not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims or defenses of any party.

21. This Judgment is intended to be a final disposition of the above-captioned action in its entirety, and it is intended to be immediately appealable.

IT IS SO ORDERED.

Dated: 12/28/2023



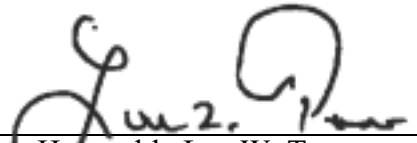

Honorable Lee W. Tsao
Judge of the Superior Court
Lee W. Tsao / Judge

EXHIBIT 1

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

SOUTHEAST DISTRICT/NORWALK COURT

JUAN RUVALCABA, INDIVIDUALLY AND ON BEHALF

OF ALL OTHER AGGRIEVED EMPLOYEES

Plaintiff,

vs.

AMPHENOL CORPORATION, A DELAWARE

CORPORATION, et al.

Defendant

Case No.: 22NWCV00167

ORDER/RULING

FILED

Superior Court of California
County of Los Angeles

NOV 28 2023

David W. Slayton, Executive Officer/Clerk of Court

By: K. Caudill, Deputy

Juan Ruvalcaba vs. Amphenol Corp.

Case No.: 22NWCV00167

Hearing Date: 11/28/23 at 10:30am

#8

Ruling

- (1) The Court grants final approval of the Settlement;
- (2) The Court certifies the class for purposes of settlement;
- (3) The Court appoints Plaintiff as Class representative for settlement purposes;
- (4) The Court appoints Class Counsel as class counsel for settlement purposes;
- (5) The Court finds that the settlement is fair, adequate, and reasonable;
- (6) Class Counsel is awarded \$524,805.00 in attorneys' fees and \$9,662.02 in attorneys' costs;
- (7) Class Representative Plaintiff is awarded an enhancement payment of \$7,500.00;
- (8) The claims administrator, Simpluris, is awarded \$10,094.00 in costs.

This matter is set for a non-appearance case review regarding judgment on November 28, 2023.

Background

Plaintiff Juan Ruvalcaba (herein "Plaintiff" or "Class Representative") seeks final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") which covers 528 Class

1 Members. The Class consists of individuals who are, or have been, employed by Defendants
2 Amphenol Corporation, Amphenol Thermometrics, Inc., Amphenol DC Electronics, Inc.,
3 Amphenol Nelson-Dunn Technologies, Inc., and Holland Electronics, LLC (herein "Defendants")
4 any time during the Settlement Class Period. The Settlement Class Period means, and refers to, the
5 time from November 8, 2020, through the date of the Preliminary Approval Order, which was May
6 10, 2023.

7 Defendants operate as producers of electronic and fiber optic connectors, cable and interconnect
8 systems such as coaxial cables. Plaintiff Juan Ruvalcaba worked for Defendants from May 2021
9 until on or about July 26, 2021 as an hourly paid, non-exempt employee. Plaintiff worked as a
10 facilities technician, responsible for the operation and maintenance of buildings and equipment.
11 On March 9, 2022, Plaintiff, on behalf of himself and all other aggrieved employees pursuant to the
12 Private Attorneys General Act, California Labor Code Section 2698, et seq. ("PAGA"), filed a
13 representative action complaint in the Los Angeles Superior Court seeking penalties against
14 Defendants for several alleged violations of the Labor Code and IWC Wage Orders. First, he
15 contended Defendants failed to pay for all hours worked, resulting in unpaid wage violations. Next,
16 Plaintiff alleged meal and rest break violations, and he contended Defendants did not always
17 compensate the aggrieved employees for documented violations. Other violations occurred as well
18 for missed, short, and late breaks. Plaintiff also claimed that Defendants had rounding and auto-
19 deduct policies which resulted in unpaid wage claims for their employees. Plaintiff also alleged that
20 he and the class members had to use their personal cell phones for business purposes, but they did
21 not receive any reimbursement. Lastly, Plaintiff alleged that Defendants' wage statements, as a
22 derivative violation, were not legally compliant and inaccurate. Plaintiff also alleged a Labor Code
23 section 203 violation based on and deriving from these above-mentioned claims.

24 The April 11, 2023 Class Action and PAGA complaint included class claims for (i) failure to pay
25 straight and overtime compensation in violation of Labor Code sections 223, 510, 1194, and 1199;
26 (ii) failure to pay minimum wages; (iii) failure to provide meal periods in violation of Labor Code
27 sections 226.7 and 512; (iv) failure to provide itemized wage statements in violation of Labor Code
28 section 226; (v) failure to keep accurate payroll records in violation of Labor Code sections 226 and

1 the IWC Wage Orders; (vi) failure to timely pay earned wages in violation of Labor Code sections
2 204 and 210; (vii) failure to pay waiting time penalties in violation of Labor Code section 203; (viii)
3 failure to provide rest breaks; (ix) failure to reimburse business expenses; (x) failure to pay
4 reporting time pay; (xi) failure to pay split shift wages; (xii) failure to provide notice of paid sick
5 time and accrual; (xiii) unlawful business practices in violation of Bus. & Prof. Code section 17200
6 et seq.; and (xiv) individual liability for labor code violations; and penalties under the California
7 Private Attorneys General Act ("PAGA") Labor Code §2698, et seq.

8 Defendants have at all times denied Plaintiff's allegations and claim that they maintained their
9 meal break and payroll policies and procedures in compliance with California law, they provided
10 the class members with required meal and rest breaks, they paid Plaintiff and the class members all
11 wages due, and they did not require any use of personal cell phones, nor was such use necessary.

12 The Court incorporates by reference the background of the action and the summary of the
13 Settlement as set forth in its May 10, 2023 Ruling preliminarily approving the settlement. (5-10-23
14 Preliminary Approval Order.) The Court notes the Settlement at issue in the instant hearing for
15 final approval is the same Settlement the Court previously considered in granting preliminary
16 approval. The parties now move for final approval of the proposed class action Settlement.

17 Discussion

18 A. Approval of Class Action Settlement

19 As a "fiduciary" of the absent class members, the trial court's duty is to have before it sufficient
20 information to determine if the settlement is fair, adequate, and reasonable. (7-Eleven Owners for
21 Fair Franchising v. The Southland Corp. (2000) 85 Cal.App.4th 1135, 1151 [citing Dunk v. Ford
22 Motor Co. (1996) 48 Cal.App.4th 1794, 1801, 1802 ("Dunk")].)

23 California Rules of Court, Rule 3.769 governs settlements of class actions. Any party to a settlement
24 agreement may submit a written notice for preliminary approval of the settlement. The settlement
25 agreement and proposed notice to class members must be filed with the motion, and the proposed
26 order must be lodged with the motion. (CRC Rule 3.769(c).)

27 In determining whether to approve a class settlement, the court's responsibility is to "prevent
28 fraud, collusion or unfairness to the class" through settlement and dismissal of the class action

1 because the rights of the class members, and even named plaintiffs, “may not have been given due
2 regard by the negotiating parties.” (Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of
3 America (2006) 141 Cal.App.4th 46, 60.)

4 **B. Fairness of the Settlement Agreement**

5 In an effort to aid the Court in the determination of the fairness of the settlement, Wershba v.
6 Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 244-45 (“Wershba”) discusses factors the Court
7 should consider when testing the reasonableness of the settlement.

8 A presumption of fairness exists where: (1) the settlement is reached through arm’s length
9 bargaining; (2) investigation and discovery are sufficient to allow counsel and the Court to act
10 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
11 small. (Wershba at 245.) The test is not the maximum amount plaintiff might have obtained at trial
12 on the complaint but, rather, whether the settlement is reasonable under all of the circumstances.
13 (Wershba at 250.)

14 In making this determination, the Court considers all relevant factors including “the strength of
15 [the] plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk
16 of maintaining class action status through trial, the amount offered in settlement, the extent of
17 discovery completed and the stage of the proceedings, the experience and views of counsel, the
18 presence of a governmental participant, and the reaction of the class members to the proposed
19 settlement.” (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 128 (“Kullar”).)
20 “The fact that a proposed settlement may only amount to a fraction of the potential recovery does
21 not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
22 disapproved.” (City of Detroit v. Grinnell Corp. (2d Cir. 1974) 495 F.2d 448, 455; see also Linney v.
23 Cellular Alaska Partnership (9th Cir. 1998) 151 F.3d 1234, 1242 [“[I]t is the very uncertainty of
24 outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
25 settlements. The proposed settlement is not to be judged against a hypothetical or speculative
26 measure of what might have been achieved by the negotiators.”].)

27 **C. Terms of the Settlement Agreement**
28

1 For purposes of settlement only, the parties stipulate to certification of the Settlement Class defined
2 as: "all current and former non-exempt employees who are or were employed by Defendants in
3 California from November 8, 2020, to the earlier of either June 21, 2023, or the date of the court's
4 preliminary approval of this class action settlement which was May 10, 2023." (Motion p. 6.;
5 Settlement ¶ 1, c). There are 539 Class Members. (Motion, pg. 6.)

6 The Maximum Settlement Amount of payment by Defendants ("Gross Fund Value") of
7 \$1,574,415.50 includes payments to class members ("Net Fund"), the PAGA penalty payment [25%
8 to be paid to class members as part of the Net Fund, 75% to be paid to the LWDA], Court
9 approved attorneys' fees and costs, the approved Enhancement Payment to Plaintiff for his service
10 as a class representative, and approved Administration Costs. (Motion, pgs.7-8,)) The breakdown
11 of the settlement payment in determining the Net Fund (amount to be distributed to the class, i.e.,
12 \$864,912.02), is the Gross Fund Value (\$1,574,415.50) minus:

- 13 • \$7,500.00 for class representative payment to Plaintiff;
- 14 • \$524,805.00 in attorney fees;
- 15 • \$9,663.02 in attorney costs [the Court notes this amount is less than the "up to \$15,000.00"
16 preliminarily approved by the Court];
- 17 • \$10,094.00 in settlement administration costs [the Court notes this amount is less than the
18 "up to \$25,000.00" preliminarily approved by the Court]; and
- 19 • \$118,081.13 i.e. 75% of the PAGA payment, which is to be paid to the LWDA [the
20 remaining \$39,360.37 of the PAGA payment is to be included in the Net Fund].

21 The Court incorporates by reference its discussion of the terms of the Settlement relating to method
22 of payment, Effective Date, tax treatment of the payment, terms of the PAGA payments, and other
23 terms which have not changed since the Court granted preliminary approval. (5-10-23 Preliminary
24 Approval Order.)

25 D. Analysis of Settlement Agreement

26 I. Presumption of Fairness

27 The Court incorporates by reference its discussion of the factors and evidence it considered in
28 determining the Settlement is entitled to a presumption of fairness. The Court notes the Declaration

1 of Kazandjian filed in support of the instant motion sets forth the same underlying support for a
2 presumption of fairness as submitted previously in support of the motion for preliminary approval.
3 (Decl. of Kazandjian ¶¶ 13, 20-25, 33-35.)

4 The only factor the Court did not reach in its ruling on the motion for preliminary approval was
5 the percentage of the class that has objected, which could not be determined until the fairness
6 hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group
7 2011) ¶14:139.18 [“Should the court receive objections to the proposed settlement, it will consider
8 and either sustain or overrule them at the fairness hearing.”].) Plaintiff submitted evidence the
9 Administrator has not received any Requests for Exclusion from Class Members and has received
10 no objections to the Settlement. (Mot., pg. 2; Beliveau Decl., ¶¶ 10-12.)

11 Based on the foregoing, the Settlement is entitled to a presumption of fairness.

12 **2. Is the settlement fair, adequate and reasonable?**

13 The Settlement does not change the total amount previously offered in settlement and nearly all
14 factors contributing to the Court’s determination of whether the Settlement is fair, adequate, and
15 reasonable in light of the amount offered in Settlement remain unchanged. Accordingly, the Court
16 incorporates by reference its discussion of the factors contributing to whether the Settlement is fair,
17 adequate, and reasonable. (5-10-23 Preliminary Approval Order.) The Court notes that it can now
18 consider the factor of reaction of class members to the settlement, given that the notice
19 requirements have been fulfilled.

20 **a. Reaction of the class members to the proposed settlement.**

21 Simpluris is the claims administrator for this Settlement. (Mot., p. 8.) By May 26, 2023, the
22 Settlement Administrator received the class list. The Class List contained records for 528
23 individuals identified as Settlement Class Members. (Beliveau Decl., ¶ 3.)

24 Simpluris ran a National Change of Address (“NCOA”) search to the addresses provided on the
25 Class List to obtain the Class Members’ most recent addresses. (Beliveau Decl., ¶ 3.) On May 15,
26 2023, Notices were mailed to 528 Class Members; and of the notices mailed, there were 15 Notices
27 that were undeliverable. . (Beliveau Decl. ¶ 8). Of the 15 retuned Notices, 15 Notices were re-mailed
28 to either a newfound address or with forwarding addresses provided by USPS. (Beliveau Decl. ¶ 8).

As of November 6, 2023, there are no outstanding disputes, since Simpluris has received no requests for exclusion, no objections, and no disputes of work weeks from Class Members. (Beliveau Decl. ¶ 10-12). Accordingly, there are a total of 528 Participating Class Members.

The Court finds the total settlement amount appears to be a fair, adequate, and reasonable compromise of Plaintiffs' claims in light of the risks of further litigation and maintaining class action status through trial.

E. Scope of the Release

The Settlement's Release of Claims and definition of terms associated therewith have not changed since the Settlement was submitted for the Court's preliminary approval. Accordingly, the Court incorporates by reference its discussion of the scope of the release as set forth in its prior ruling. (5-10-23 Preliminary Approval Order.)

F. Conditional Class Certification

In its ruling preliminarily approving the Settlement, the Court considered the factors for conditional class certification and granted class certification for the purposes of settlement. The only change in facts since that ruling is Plaintiff has updated his class size estimate of approximately 539 members to an actual class size of 528 members who are to receive payment. The Court finds numerosity remains sufficiently established.

Based on the foregoing, class certification for the purpose of settlement is granted.

G. Attorney Fees and Cost

Class Counsel request an award of \$524,805.00 (33% of the gross maximum settlement amount) in fees and \$9,662.02 in litigation costs and expenses. (Kazandjian Decl., ¶ 28 and Exhibit 1, Article III § 3.6(b).) The Settlement provides for fees up to 1/3 of the Maximum Settlement Amount and costs up to \$15,000 to be awarded to Class Counsel, which is defined as Cathy Gonzalez, Esq. and Haig B. Kazandjian, Esq. of Haig B. Kazandjian Lawyers, APC ("Class Counsel"). (Settlement, Article I(d).) Class Members were provided notice of the requested awards and none objected.

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254.) Here, class counsel requests attorney fees using the percentage

1 method but also provides sufficient information for the Court to assess whether the requested fees
2 are reasonable pursuant to the lodestar method. (Mot., pp. 16-22.)

3 In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked
4 against the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.) The fee request
5 represents 33% of the gross settlement amount, which is the average generally awarded in class
6 actions. (See In re Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical
7 studies show that, regardless whether the percentage method or the lodestar method is used, fee
8 awards in class actions average around one-third of the recovery."].)

9 Class Counsel requests \$9,662.02 in costs, which is less than the \$15,000 cap preliminarily approved
10 for which Class Members were given notice and deemed unobjectionable. (Kazandjian Decl. ¶37,
11 Exh. 3.) The costs include filing fees, court transaction fees, service of process, mediation fees, copy
12 charges for documents, and postage charges, among others. (Kazandjian Decl. ¶37, Exh. 3.) The
13 costs appear to be reasonable in amount and reasonably necessary to this litigation.

14 Based on the foregoing, the Court awards \$524,805.00 in attorneys' fees and \$9,662.02 in attorneys'
15 costs.

16 II. Incentive Award to Class Representative

17 Plaintiff requests a Class Representative Payment of \$7,500.00. (Mot., p. 15.; Kazandjian Decl., ¶
18 27.)

19 Plaintiff's contributions to this litigation included spending his own personal time to review
20 Defendant's policies and records with Class Counsel so that they had a better understanding of
21 Defendant's operations. Plaintiff assisted Plaintiff's counsel in reviewing numerous documents
22 produced by Defendants this Action. (Kazandjian Decl., ¶ 25.)

23 The Court notes the Class Representative Payment was included in the notice set out to class
24 members and that there were no objections to the representative payment amount. (Beliveau Decl.
25 ¶ 11.)

26 Based on the above, as well as the benefits obtained on behalf of the class, the Court grants the
27 Class Representative Payment in the requested amount of \$7,500.00.

28 I. Claims Administration Costs

1 The claims administrator, Simpluris, requests \$10,094.00 for the costs of settlement administration.
2 (Beliveau Decl. ¶ 17; Ex. B.) This is the same amount as provided for in the Settlement and was
3 disclosed to class members in the Notice, to which there were no objections. (Beliveau Decl. ¶ 11;
4 Ex. B.)

5 Based on the above, the Court awards settlement administration costs in the requested amount of
6 \$10,094.00.

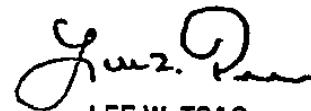
7 **Conclusion**

8 Based on the foregoing, the Court grants final approval of the class action settlement as follows:

- 9 (1) The Court grants final approval of the Settlement;
10 (2) The Court certifies the class for purposes of settlement;
11 (3) The Court appoints Plaintiff as Class representative for settlement purposes;
12 (4) The Court appoints Class Counsel as class counsel for settlement purposes;
13 (5) The Court finds that the settlement is fair, adequate, and reasonable;
14 (6) Class Counsel is awarded \$524,805.00 in attorneys' fees and \$9,662.02 in attorneys' costs;
15 (7) Class Representative Plaintiff is awarded an enhancement payment of \$7,500.00;
16 (8) The claims administrator, Simpluris, is awarded \$10,094.00 in costs.

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22 IT IS SO ORDERED.

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25 Dated: 11-28-23


LEE W. TSAO

LEE W. TSAO
JUDGE OF THE SUPERIOR COURT

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 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On December 19, 2023, I served the foregoing document(s) described as: **[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT, REPRESENTATIVE ENHANCEMENT AND REQUEST FOR ATTORNEY FEES AND COSTS** by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SEE ATTACHED SERVICE LIST

☐ **BY PERSONAL DELIVERY:** I caused a copy of the document to be delivered personally to the individual(s) named in the attached service list.

☐ **BY OVERNIGHT DELIVERY:** I enclosed the above-listed document(s) in an envelope or package provided by an overnight delivery carrier and addressed it to the referenced in attached service list. I placed the envelope or package for collection and overnight delivery at an area regularly utilized by said delivery carrier.

☐ **BY U.S. MAIL:** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our firm's ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. Under that practice, the correspondence is deposited with the United States Postal Service, with postage fully prepaid, on the same day in the ordinary course of business.

☒ **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from **Osbaldo@hbklawyers.com** to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

☐ **BY FAX TRANSMISSION:** I transmitted the foregoing document(s) by facsimile transmission from 818-696-2307 to the facsimile numbers indicated on the attached mailing list. The transmission was reported as complete and without error on the transmission report, which was properly issued by the transmitting facsimile machine and, pursuant to Rule 2.306(h)(4), a copy of which is attached to the original of this proof of service.

☒ (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 19, 2023, at Glendale, California.

Osbaldo Bautista
Osbaldo Bautista

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