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

15 MARIA AMADOR, an individual, on
16 behalf of herself and on behalf of all
17 persons similarly situated,
18
19 Plaintiff,
20
21 v.
22
23 COLONIAL CARE CENTER, INC., a
24 California Corporation; LONGWOOD
25 MANAGEMENT CORP., a California
26 Corporation; and DOES 1-100, Inclusive,
27
28 Defendants.

FILED
Superior Court of California
County of Los Angeles
05/05/2023
David W. Slayton, Executive Officer / Clerk of Court
By: V. Solis Deputy

CASE NO. Case No.: 22STCV21067

Assigned for All Purposes to:
Hon. William Fahey
Dept. 69

~~PROPOSED~~ ORDER MOTION FOR
APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT
AND JUDGMENT

Date: April 7, 2023
Time: 9:30 a.m.
Dept.: 69

Reservation No.: 111956908906

1 Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004
2 (“PAGA”), Plaintiff Maria Amador’s Motion for Approval of Settlement under PAGA came
3 before this Court on April 7, 2023 on a regularly noticed motion.

4 Plaintiff’s Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees (the “Covered Employees”), as authorized by PAGA
6 under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in
7 Plaintiff’s complaint and her letter to the Labor Workforce & Development Agency (“LWDA”)
8 dated January 28, 2022 (the “LWDA Notice”), on behalf of all all current and former hourly
9 employees of Defendants Colonial Care Center, Inc. and Longwood Management Corp.
10 (together “Colonial” or “Defendants”) who performed work in California at any time during the
11 period from April 24, 2021 to the date of this Order.

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review and
13 approve any settlement of any civil action filed pursuant to this part.” Labor Code section 2699(1)(2).
14 Accordingly the Court, having considered the proposed settlement set forth in the Settlement Agreement,
15 including the proposed PAGA penalties, under Labor Code section 2699(1)(2), having considered the
16 papers filed in support of the proposed settlement and the arguments of counsel, and good cause
17 appearing, HEREBY ORDERS AS FOLLOWS:

18 1. The Court’s summary of the case background, terms of the settlement, the
19 applicable law governing approval of settlements under the Private Attorney’s General Act, the
20 award of attorney’s fees and costs, the enhancement award to Plaintiff, and the payment of
21 settlement administration costs, and its discussion of these factors is set forth in the Court’s
22 April 11, 2023 Order on Motion for Approval of PAGA Settlement, attached hereto as Exhibit
23 A and incorporated herein by this reference;

24 2. The Court finds the instant Action presents a good faith dispute of the claims alleged;

25 3. The Court finds in favor of settlement approval, and therefore approves the Settlement of
26 the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other
27 terms, as fair, reasonable, and adequate;

28 4. The Court finds further that Plaintiff, acting on behalf of herself and the State of

1 California, by operation of this Order and Judgment hereby releases and forever discharges Defendants
2 and the Released Parties (as defined in the Settlement Agreement) from any and all claims for relief
3 under PAGA, of whatever kind or nature, whether known or unknown, arising during the
4 Covered Period, based on the facts alleged by Plaintiff in the Action and Plaintiff's notice
5 letters to the LWDA including, but not limited to, Labor Code sections 201, 202, 203, 210, 216,
6 218.5, 221, 222, 225.5, 223, 226, 226.3, 226.6, 226.7, 233, 234, 245, 245.5, 246, 246.5, 247,
7 247.5, 248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197,
8 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2699.3, 2802, and 2810.5, and the applicable IWC
9 Wage Orders, and any resulting claim for attorney's fees and costs under PAGA.

10 5. The Court finds further that the foregoing release shall be binding on Plaintiff and the
11 State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought
12 by any person, including the Covered Employees, on behalf of the State of California, as to the Released
13 Claims and Released Parties.

14 6. The Court finds further that Plaintiff shall release, relinquish, and discharge, and by
15 operation of this Order and Judgment shall have, fully, finally, and forever released, relinquished, and
16 discharged all of his individual (non-PAGA) claims as against all Released Parties, as set forth in the
17 Settlement Agreement;

18 7. The Parties are directed to comply with all terms of the Settlement Agreement, and
19 Defendant is directed to make all payments required by the Settlement Agreement;

20 8. Under the Settlement Agreement, Defendant agrees to pay One Hundred Seventy Five
21 Thousand Dollars and No Cents (\$175,000.00) (the "Gross Settlement Amount" or "GSA") within
22 fourteen (14) days of the Effective Date. The GSA is inclusive of payments to the LWDA and Covered
23 Employees, an enhancement award to Plaintiff, Attorney's Fees and Costs, and Administration costs. No
24 portion of the GSA will revert to Defendants. Plaintiff requests a representative enhancement award of
25 \$2,000.00, and Plaintiff's Counsel requests an award of attorney's fees of \$58,333.33 and reimbursement
26 of actual litigation expenses of \$8,449.47. Defendants do not oppose these requests. The Court finds the
27 GSA is fair, reasonable and adequate, approves the following payments from the GSA, and directs the
28 Settlement Administrator to make the following payments from the GSA:

1 a. \$22,500.00 in attorney's fees to Crosner Legal, PC, reduced from the requested amount
2 of \$58,333.33;
3 b. \$8,449.00 in litigation costs to Crosner Legal, PC, reduced from the requested amount of
4 \$8449.47;
5 c. \$2,000.00 to Plaintiff Maria Amador as requested, as a representative enhancement for her
6 services as the named plaintiff in this matter, and in consideration of her full general release of claims and
7 waiver of Civil Code section 1542; and
8 d. \$5,000.00 as requested, in administration costs to Atticus Administration, LLC;
9 9. After deducting the foregoing payments, the estimated remainder of approximately
10 \$137,051.00 will remain (the "Net Settlement Amount" or "NSA"). 75% of the NSA
11 (\$102,788.25) will go to the LWDA, and the remaining 25% (\$34,262.75) will be distributed to
12 the Covered Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves
13 these payments, and directs the Settlement Administrator to issue checks to the LWDA and Covered
14 Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to
15 otherwise carry out its duties as set forth in the Settlement Agreement; and
16 10. This document shall constitute a Judgment for purposes of California Rule of Court
17 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties for the
18 purpose of supervising implementation, enforcement, construction, administration, and interpretation of
19 the Settlement Agreement and this Judgment.

20
21 **IT IS SO ORDERED.**



William Fahey

22
23 Dated: 05/05/2023
24 _____

William F. Fahey / Judge

Judge of the Superior Court

EXHIBIT

A

APR 11 2023

David W. Slayton, Executive Officer/Clerk of Court
By: V. Solis, Deputy

AMADOR V. COLONIAL CARE CENTER, INC., et al.
22STCV21067
April 11, 2023

ORDER ON MOTION FOR APPROVAL OF PAGA SETTLEMENT

The history of this litigation was summarized in the February 27, 2023 Order Denying Stipulation to Approve PAGA Settlement. Among other things, the stipulation was rejected because it was not supported by any admissible evidence. Plaintiff then filed the instant Motion for Approval of PAGA Settlement ("Motion"). The Motion is unopposed.

The Motion again states that the gross settlement amount is \$175,000 and proposes the same distribution as previously rejected: (1) \$58,333 for plaintiff's attorneys (*i.e.*, 33% of the gross proceeds); (2) \$8,449 in litigation costs; (3) \$2,000 as an enhancement for plaintiff; (4) \$5,000 for the costs of administration; (5) \$75,912 for the LWDA and (6) \$25,304 to be distributed among the 473 "aggrieved employees." In support of the Motion, plaintiff has now submitted her declaration, the declaration from the Settlement Administrator and the declaration of one of her attorneys, Zachary Crosner.

Based on plaintiff Amador's declaration, the Court will approve a \$2,000 enhancement payment to her. The Court will also approve a maximum amount of \$5,000 for the costs of administration and litigation costs of \$8,449.

However, as noted in the February 27, 2023 Order, the proposed distribution to plaintiff's attorneys, which directly affects the amounts payable to the LWDA and the aggrieved employees, remains a concern. The declaration of lead plaintiff's counsel Crosner shows that he was one of *five* attorneys who billed time on this case. Crosner's declaration contends that these five attorneys reasonably billed 93 hours on a case which settled less than six months after it was filed based on informal discovery. But no justification is provided for using five attorneys billing these hours on this straightforward case.

A striking example of overbilling is that three of these attorneys billed a total of 26.5 hours just for "mediation and settlement." Further, there was no litigation activity in this Court.

It bears emphasizing that PAGA actions are essentially government enforcement actions and are not designed to protect private parties, including attorneys. *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009). Further, trial courts retain broad discretion to determine the reasonableness of attorneys' fees. *See Serrano v. Priest*, 20 Cal. 3d 25, 49 (1977). While the

starting point may be the lodestar calculation, other factors must be considered such as the nature and difficulty of the case, the amount of money at issue, the skill required and the result obtained. *EnPalm, LLC v. Teitler*, 162 Cal. App. 4th 770, 774 (2008). Trial judges must be alert to inefficient and unnecessary time billed. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001). The use of multiple attorneys often results in improper duplication of work. *Thayer v. Wells Fargo Bank*, 92 Cal. App. 4th 819, 841 (2001). When faced with a fee request involving multiple attorneys, a court has discretion to make an "across-the-board" reduction. *Morris v. Hyundai Motor America*, 41 Cal. App. 5th 24, 40 (2019).

This was not a difficult case, especially for attorneys who purport to specialize in PAGA actions. The case promptly settled without expensive and time-consuming litigation. The amount of the settlement was about average for this type of case, in other words, the result obtained was not extraordinary. On the other hand, it was not necessary to have five attorneys on the file. Such overstaffing almost always results in a duplication of effort and hours.

The hourly rates sought by Crosner's and his attorneys, as much as \$950 per hour, are also unreasonably high. Crosner does not provide any information about any judge who has awarded the hourly rates sought. The number of years in practice is not the defining factor. Crosner's self-laudatory statements about his background and that of his attorneys are entitled to minimal weight. No more persuasive are Crosner's hearsay assertions about the hourly rates of other attorneys and his reference to other hearsay sources.

This Court is fully familiar with the reasonable hourly rates for attorneys in Los Angeles who practice in small, medium and large firms. The Court has seen and approved hourly rates in small firms such as Crosner's from \$250-\$500 for partners and \$150-\$400 for associates.

Considering all the facts and circumstances, the Court concludes that reasonable staffing in this case would have been for one partner and one associate to have billed 50 hours at a blended rate of \$450, for a total of \$22,500. Such an award will also have a salutary benefit for the real parties in interest, the People of the State of California and the aggrieved employees.

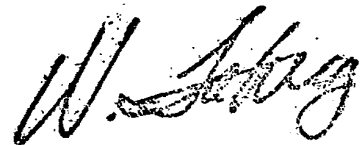
Accordingly, good cause having been shown,

IT IS ORDERED that the Motion for Approval of PAGA Settlement is approved as set forth herein.

IT IS FURTHER ORDERED that plaintiff shall lodge by April 25, 2023 an amended
[proposed] Order.

Notice by plaintiff.

APR 11 2023


Judge, WILLIAM F. FAHEY

04/13/2023