



Superior Court of California, County of Sonoma

MINUTE ORDERS

SCV-270165

MARARAC VS POPPY BANK

Date of Hearing: December 05, 2025

Other Hearing

Time: 9:00 AM

Courtroom 19

Judicial Officer: Oscar A Pardo

Courtroom Clerk: Lynn Schneider

Court Reporter: None

**Hearing:**

Law & Motion Calendar

**Issue:** Request for Final Approval of Class Action and PAGA Settlement

There are no appearances.

The Court finds notice to appear has been issued and served by mail.

The Court's previously published tentative ruling: No appearance required.

The Court is not in receipt of a timely request of appearance for oral argument.

There being no opposition to its tentative ruling, the Court **ADOPTS** its previously announced tentative ruling and **ORDERS**:

Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement is **GRANTED**. Unless oral argument is requested, the Court will sign the proposed order lodged with the Court.

For reference purposes, the Court's previously published tentative ruling follows:

Plaintiff Mary Ann Mararac s ("Plaintiff") motion for final approval of Class Action and PAGA Settlement is **GRANTED**.

**I. Procedural History**

On February 8, 2022, Plaintiff brought this class action against Defendant Poppy Bank ("Defendant") for various labor code violations for failure to pay or provide: minimum wage, overtime wages, timely wages, unlawfully received wages, meal breaks, rest periods, accurate itemized wage statements, wages upon termination, necessary business expenses, and unlawful business practices. (See Complaint, ¶ 37 103.) On May 4, 2022, Plaintiff amended her Complaint to add violations of the Private Attorneys General Act ("PAGA"). (See First Amended Complaint.)

After engaging in thorough investigation, discovery, and mediation, the Parties executed a Joint Stipulation of Class Action and PAGA Settlement and Release on or around May 13, 2024. On February 21, 2025, the Court granted preliminary approval of the Class Action and PAGA Settlement. Plaintiff now moves for final approval of the Class Action and PAGA Settlement.

## II. Governing Law

### A. Final Fairness and Approval

After preliminary approval of a settlement, the court must determine if the settlement is fair, adequate, and reasonable. (C.R.C., Rule 3.769(g); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) 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. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) The test is not for the maximum amount plaintiff might have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250, disapproved of by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.) In making this determination, the court considers all relevant factors including the strength of [the] 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. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.)

### B. Notice

Pursuant to California Rules of Court, Rule 3.769(e), "if the court grants preliminary approval, its order must include the time, date, and place of the final approval hearing; the notice to be given to the class; and any other matters deemed necessary for the proper conduct of a settlement hearing." Additionally, "if the court has certified the action as a class action, notice of the final approval hearing must be given to the class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement." (Cal. Rules of Court, Rule 3.769(f).)

## III. Analysis

### A. The Settlement

The Parties contend that Plaintiff's causes of action for the various Labor Code and Business and Professions Code violations presented litigation risks for Plaintiff leading to their settlement. The Parties engaged in formal and informal discovery. After Plaintiff served formal discovery on Defendant, the Parties engaged in informal discovery in preparation for mediation with Daniel Turner. (Jackson Decl., ¶ 6.) Defendant produced a sampling of payroll records for the class, handbooks, relevant wage and hour policies, and pay data for the class. (Ibid.) On January 24, 2024, the Parties engaged in a full day of mediation with Daniel Turner, Esq., who has many years of experience in wage and hour class action mediator. (Jackson Decl., ¶ 10.) Mr. Turner composed a mediator's proposal which was accepted by the Parties after several months of negotiations. (Ibid.)

In finalizing the Settlement terms, Plaintiff's counsel considered the uncertainty and risk of

the outcome of further litigation, the inherent delays in such litigation, the burdens of proof necessary to establish liability of the claims asserted in the case, and the difficulties in establishing penalties and other relief sought in the case, including the difficulty obtaining the cooperation of class members and PAGA Members who are current employees. (Jackson Decl., ¶ 6.) Plaintiff s counsel affirms that they performed a thorough investigation of the claims, which included: (1) determining Plaintiff s suitability as a class representative, background investigations, and analyses of his employment files and related records; (2) evaluating all of Plaintiff s potential representative claims; (3) researching similar class claims and PAGA actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a sample of employees time and wage records; (5) reviewing Defendant s employment policies and practices; (6) researching settlements in similar cases; (7) evaluating Plaintiff s claims and estimating Defendants liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. (Id. at ¶ 7.)

The range of recovery for settlement purposes by offsetting Defendants maximum theoretical exposure by analyzing the following: (i) the strength of Defendant s affirmative defenses; (ii) the risk of losing a motion for class certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive motions that Defendant will bring before trial (e.g., motion to strike class and representative allegations, motion to decertify a class action, and/or motions for summary judgment), which may eliminate all or some of Plaintiff s claims, or bar evidence necessary to prove such claims; (v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find Defendant did not willfully refuse to pay discharged or terminated employees (i.e., a good faith failure) under Cal. Lab. Code § 203; (vii) the chances a Court may find Defendant did not willfully and intentionally refuse to comply (i.e., a good faith failure) with the wage statement requirements under Cal. Labor Code § 226(e); (viii) the chances of the Court exercising its discretion to reduce PAGA penalties (Cal. Lab. Code § 2699(e); (ix) the delay in payment to class members due to years of protracted litigation in certifying a class, obtaining a favorable verdict at trial, upholding that verdict on appeal, and administering class notice and payments to the class at that later stage instead of now; (x) the chances of a favorable verdict being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment. (Id. at ¶ 9.)

The finalized Class List identified 366 Class Members that worked 27,634 workweeks, who are all persons who were employed by Defendant in the State of California in non-exempt positions at any time during the period from February 8, 2018 through July 12, 2024. (Lee Decl., 10; Jackson Decl., Exhibit A [the “Settlement Agreement”], ¶¶ 5, 7.) The finalized PAGA list identified 257 PAGA Members that worked 12,613 workweeks, who are all persons who were employed by Defendant in the State of California in non-exempt positions at any time during the period from January 22, 2022 through July 12, 2024. (Lee Decl., ¶ 15; Settlement Agreement 25 27.)

The Gross Settlement amount is \$380,000, of which the following will be deducted: (1) attorneys’ fees of \$126,667 (one-third of the Gross Settlement amount) and costs of \$7,534.39; (2) Settlement Administrator costs of \$7,250 to Phoenix Settlement Administrators (“Phoenix”); (3) \$50,000 PAGA settlement [with \$37,500 (or 75%) paid to the LWDA and \$12,500 (or 25%) paid to PAGA members (all persons who were employed by Defendant in the State of California in nonexempt positions at any time during January 22, 2022 through July 12, 2024); and (4) a Class Representative enhancement payment to Plaintiff for \$10,000. (Lee Dec., ¶¶ 13, 15.) The remaining balance is the Net Settlement fund (\$178,548.61), which will be paid to all Participating Class Members. (Id. at ¶ 13.) The

highest Individual Class Settlement Payment is approximately \$2,170.96 and the lowest payment is \$6.46, with the average Individual Class Settlement Payment totaling \$487.84. (Id. at ¶ 14.) The highest Individual PAGA Settlement Payment is \$127.84 with the average Individual PAGA Settlement Payment totaling \$48.64. (Id. at ¶ 15.) These individual allocations are calculated on a pro-rata basis using the number of workweeks worked by each member during the respective Class or PAGA Period. (Settlement Agreement, ¶ 50(a) (b).) While the Settlement Agreement contains an Escalator clause (providing that if the total number of workweeks worked by Class Members during the Class Period exceeded 32,607 workweeks, Defendant can either recalculate the Gross Settlement amount or shorten the Class Period), the total workweeks worked by Class Members did not exceed 32,607 and thus the Gross Settlement amount was not recalculated or the Class Period shortened. (Id. at 12.) Furthermore, Plaintiff's counsel served the LWDA with the Settlement to which they have not responded. (Jackson Decl., ¶¶ 14 15.)

#### B. Notice

On March 20, 2025, the Settlement Administrator, Phoenix, received a data file from Defense Counsel containing names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member during the Class Period for the 366 Class Members. (Lee Decl., ¶ 3.) On March 28, 2025, Phoenix mailed the Notice via U.S. first class mail to all 366 Class Members. (Lee Decl., ¶ 5.) The Notice (Lee Decl., Exhibit A) informed Class Members how to opt out or object to the Class Settlement, that they cannot opt out or object to the PAGA Settlement, that written objections must be submitted by May 12, 2025, and information for how to attend the Final Fairness Hearing on December 5, 2025. (Lee Decl., Exhibit A.) Phoenix represents that 17 Notices were returned without forwarding addresses (of which 14 updated addresses were obtained and re-mailed), 3 Notices were undeliverable, 1 Request for Exclusion, 0 Notices of Objection, and 0 workweek disputes. (Id. at ¶¶ 6 10.) The terms of the Settlement state that participating Class and PAGA Members will release Class and PAGA claims during the respective Class and PAGA Periods. (Settlement Agreement, ¶¶ 32 33, 63 64.) The Court finds Notice to be sufficient.

Based on the foregoing, there is a presumption of fairness. The terms of the Settlement are fair and reasonable as the result of arm's length bargaining as both sides faced litigation risks. The Parties participated in formal and informal discovery and participated in private mediation with experienced mediator Daniel Turner, Esq. Class Counsel has extensive years of class action litigation experience. Lastly, only one Class Member opted out of the Settlement and there were no objections or disputes to the Settlement. Plaintiff's motion for final approval of the terms of the settlement is approved.

#### C. Personal Representative Enhancement and Attorneys' Fees and Costs

##### Personal Representative Enhancement Award

"[C]riteria 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." [citation] These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit. (See

Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1394 1395.)

Plaintiff seeks a personal representative enhancement award for \$10,000. While Plaintiff did not file a declaration, counsel represents that Plaintiff was fully involved in the case and expended considerable time and energy in prosecuting the action on behalf of the Class, regularly conferring with counsel on the status of the case and the strategies for prosecuting the claims, and reviewing the proposed settlement to ensure that its terms were fair and provide adequate relief for the Class. (Motion for Final Approval, 26:12 28:14.) Based on the time expended, the exposure and risk, and the duration of the litigation, the request is for the reasonable award of \$10,000 under the factors described above. The Court finds the award, despite being on the high end of the normal range, reasonable.

#### Attorneys' Costs

Class counsel requests attorneys' costs totaling \$7,534.39 for court fees, courier fees, legal research databases, and medication fees between the two firms. Jackson APC provided an invoice for their costs totaling \$7,461.33 while Capstone Law APC contends that their costs totaled \$73.06 without any further receipts or invoice. (Jackson Decl., Exhibit C; Perez Decl., ¶ 18.) However, the Court finds \$7,534.39 in costs to be reasonable.

#### Attorneys' Fees

Class counsel requests attorneys' fees totaling \$126,667, which is one-third of the Gross Settlement amount of \$380,000. Jackson APC's actual fees for the case are \$90,830.00 and rates are as follows: \$725 per hour for Attorney Armond Jackson with 14 years of experience, \$515 per hour for Attorney Andrea Fernandez-Jackson with 10 years of experience, \$250 per hour for Attorney Anthony Filer Jr. with 3 years of experience, and \$145 per hour for paralegal Yesenia Villalba with more than 5 years of legal experience. (Jackson Decl., Exhibit E.) Capstone Law APC's actual fees for the case are \$55,380.00 and rates are as follows: \$1,050 per hour for Attorney Raul Perez with 30 years of experience, \$850 per hour for Attorney Bevin Pike with 23 years of experience, \$725 per hour for Attorney Eduardo Santos with 18 years of experience, and \$525 per hour for Attorney Julian Quattlebaum with 5 years of experience. (Perez Decl., ¶ 14.) Therefore, the total actual attorneys' fees accrued across both firms is \$146,210.00 while the requested amount of attorney's fees is \$126,667.

The reasonable hourly rate is that prevailing in the community for similar work. (PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084, 1095 [emphasis added].) This case was filed and is based on Plaintiff's employment within Sonoma County, and that is the appropriate locale to consider when determining fees within this venue. The court may consider various other factors when determining a reasonable hourly rate, including the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. (See, e.g. Flannery v. California Highway Patrol (1998) 61 Cal.App.4th 629, 632 633; Stratton v. Beck (2017) 9 Cal.App.5th 483, 496.)

The Court finds that with the qualifications and experience set forth in the declarations, fees in line with similarly qualified attorneys in the Sonoma County community are \$725 as to Mr. Perez and Mr. Jackson, \$650 as to Mr. Pike, \$600 per hour as to Mr. Santos, \$515 as to Ms. Fernandez-Jackson, \$450 as to Mr. Quattlebaum, \$250 as to Mr. Filer Jr., and \$145 as to Ms. Villalba (paralegal) based on their years of experience and time practicing law if applicable. Therefore, the base fees are \$42,445.00 for Capstone Law APC and \$90,380.00

for Jackson APC, totaling \$132,825. However, since this amount is greater than the amount of attorneys' fees requested, the Court approves attorney s fees in the amount of \$126,667 (or one-third of the Gross Settlement amount) as requested in the motion and finds this amount to be reasonable.

#### IV. Conclusion

Therefore, Plaintiff's motion for final approval of Class Action and PAGA Settlement is GRANTED. Unless oral argument is requested, the Court will sign the proposed order lodged with the Court.

#### **Hearing Events/Documents Filed:**

- Court announces tentative decision
- The Court adopts its previously published tentative ruling
- Signed Order Routed

-End of Minute Order-

*For more information please contact the Clerk's Office at (707) 521-6500 during official business hours.  
[www.sonomacourts.ca.gov](http://www.sonomacourts.ca.gov)*