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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

SONNY BOY ORALIZA, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

W.L. GORE & ASSOCIATES, INC., and DOES 1 through 20, inclusive,

Defendants.

Case No. 22CV394059

Assigned for all purposes to
Hon. Judge Theodore C. Zayner
Dept. 19

[~~PROPOSED~~] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: October 15, 2025
Time: 1:30 p.m.
Dept: 19

I. BACKGROUND

1. On February 1, 2022, Plaintiff initiated this action with the filing Class Action Complaint against Defendant W. L. Gore Associates, Inc. On April 12, 2022, Plaintiff filed the operative First Amended Class Action Complaint ("FAC"), asserting the following causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; (7) violation 11 of Business Professions Code section 17200; and (8) enforcement of Labor Code section 2698 12 et seq. (PAGA).

2. On October 7, 2022, Plaintiff filed an Amendment to Complaint Naming Doe 1, substituting defendant Commercial Enterprises, Inc. for Doe 1. On January 27, 2023, Defendants W. L. Gore Associates, Inc. and Commercial Enterprises, Inc. (collectively, "Defendants"), removed this matter to the United States District Court for the Northern District of California (Case No. 3:23-cv-004415-TLT) pursuant to the Class Action Fairness Act. On February 22, 18 2024, Plaintiff and Defendants participated in full day mediation later executing settlement agreement as well as Joint Stipulation to Remand the matter to this court.

3. On October 16, 2024, Plaintiff filed a motion for preliminary approval of the parties' settlement. In the resulting order on the motion, which the Court granted, the Court determined that it had jurisdiction over this action following its removal to and then remand from federal court.

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

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 relevant 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 trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar*, *supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

B. PAGA

Labor Code section 2699, subdivision (l)(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, 2022 U.S. LEXIS 2940.)

Similar to 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 in light of 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, at *8–9.)

III. SETTLEMENT CLASS

For settlement purposes only, Plaintiff requests the following Class be certified:

> [A]ll individuals employed by Commercial Enterprises, Inc. in non-exempt position in California and placed to work at W. L. Gore Associates, Inc. at any time during the Class Period [August 7, 2017, to April 22, 2024].

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav- On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.*

at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

At preliminary approval, the Court provisionally certified the above-described class, determining that Plaintiff had demonstrated by a preponderance of the evidence (1) an ascertainable class, (2) a well-defined community of interest among the class members and (3) that a class action provides substantial benefits to both litigants and the Court. Consequently, the Court will certify the class for settlement purposes as requested.

IV. TERMS AND ADMINISTATION OF SETTLEMENT

The non-reversionary gross settlement amount is $249,000. Attorney's fees of up $83,000 (one-third of the gross settlement amount), litigation costs not to exceed $15,000 and administrative costs of up to $8,500 to administrator Phoenix Settlement Administrators ("Phoenix"). $20,000 of the gross settlement amount will be allocated to PAGA penalties, 75 percent of which ($15,000) will be paid to the LWDA. Plaintiff seeks an incentive award in the amount of $5,000.

The net settlement amount of $117,500 will be allocated to 375 class members proportionally based on their pay periods worked during the class period of August 7, 2017, to April 22, 2024, resulting in an average payment of $313.33 The PAGA payment will be allocated on a similar pro rata basis to "Aggrieved Employees," which are a sub-set of the class and defined as "all individuals employed by Commercial Enterprises, Inc. in non-exempt position in California and placed to work at W. L. Gore Associates, Inc. at any time during the PAGA Period [February 1, 2021, to April 22, 2024]." Funds from settlement checks remaining

uncashed after the void date (180 days after mailing) will be transmitted to Legal Aid as the approved cy pres recipient.

In exchange for the settlement, the class members agree to release Defendants and related entities and persons from all claims that were or reasonably could have been alleged, based on the facts pleaded in the FAC occurring during the Class Period. Aggrieved Employees agree to release Defendants and related entities and persons from all claims for PAGA civil penalties that were or reasonably could have been alleged based on facts pleaded in the FAC and the LWDA notice.

The notice period has now been completed. According to the declaration of case manager Tayor Mitzner with settlement administrator Phoenix submitted in support of the instant motion, on March 18, 2025, Phoenix received from Defendants' counsel class data files containing the names, social security numbers, last known mailing addresses, and the total number of relevant workweeks worked for each of the 375 settlement Class members. Phoenix processed the addresses it had against the National Change of Address database to confirm and update this information and then mailed the notice packet to Class members on April 1, 2025 via first class mail. As of the date of the aforementioned declaration, July 1, 2025, 27 notices have been returned to Phoenix as undeliverable, none of which have included a forwarding address. Phoenix performed a skip trace to locate a current mailing address for these notices and located 26 updated addresses, to which notices were promptly re-mailed. At present, one Class notice is considered undeliverable.

As determined in the Court's order preliminarily approving the parties' settlement agreement, the foregoing releases are both appropriately tailored to the allegations at issue. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

At preliminary approval, the Court found that the proposed settlement provides a fair and reasonable compromise to Plaintiff's claims, and that the PAGA settlement is genuine, meaningful, and fair to those affected. It finds no reason to depart from these findings now, especially considering that there are no objections. Therefore, the Court finds that the settlement is fair and reasonable for the purposes of final approval.

V. ATTORNEYS' FEES, COSTS AND INCENTIVE AWARDS

As set forth above, Plaintiff's counsel seeks a fee award of $83,000, or one-third of the gross settlement amount, which is not an uncommon contingency fee allocation in a wage and hour class action. Plaintiff also provides a lodestar figure of $143,990, which is based on 215.4 hours of work at billing rates of $375 to $800 per hour, resulting in a *negative* multiplier of 0.58. This is far less than the range of multipliers that courts typically approve. (See *Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 488, 503–504 (*Laffitte*) [trial court did not abuse its discretion in approving fee award of 1/3 of the common fund, cross-checked against a lodestar resulting in a multiplier of 2.03 to 2.13]; *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 and citing the court's own survey of large settlements finding "a range of 0.6–19.6, with most (20 of 24, or 83%) from 1.0–4.0 and a bare majority (13 of 24, or 54%) in the 1.5–3.0 range"].)

"While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against a lodestar- multiplier calculation." (*Laffitte, supra*, 1 Cal.5th 480, 494-495.) Applying this latter approach,

> [T]he percentage-based fee will typically be larger than the lodestar based fee. Assuming that one expects rough parity between the results of the percentage method and the lodestar method, the difference between the two computed fees will be attributable solely to a multiplier that has yet to be applied. Stated another way, the ratio of the percentage-based fee to the lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the reasonableness of the percentage-based fee; if the implied multiplier is unreasonable, the court should revisit its assumptions.

(*Laffitte, supra,* 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California Supreme Court, "[i]f the multiplier calculated by means of a lodestar crosscheck is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Laffitte, supra,* 1 Cal.5th at 505.)

Here, as the multiplier sought by Plaintiff's counsel is negative, far less than the range of modifiers typically approved by courts and is supported by the percentage cross-check, the Court finds counsel's requested fee award is reasonable.

Plaintiff's counsel also seeks $12,438.99 in litigation costs, which is less than the maximum amount ($15,000) permitted under the settlement agreement. Based on the information contained in the declaration of Plaintiff's counsel, this amount is reasonable and is therefore approved. The $8,500 in administrative costs are also approved.

Finally, Plaintiff requests a service award of $5,000. The Court previously approved this amount upon review of Plaintiff's declaration describing his participation in this action and affirms that approval here.

VI. CONCLUSION

In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Plaintiff's motion for final approval is GRANTED. The following class is certified for settlement purposes only:

> [A]ll individuals employed by Commercial Enterprises, Inc. in non-exempt position in California and placed to work at W. L. Gore Associates, Inc. at any time during the Class Period [August 7, 2017, to April 22, 2024].

Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Plaintiff and the members of the class will take from their First Amended Complaint only the relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms of the settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **January 20, 2027 at 2:30 P.M.** in Department 19. At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

DATED: November 6, 2025

Honorable Theodore C. Zayner
JUDGE OF THE SUPERIOR COURT

Filed
November 6, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV394059
By: afloresca

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On October 30, 2025, I served the foregoing document entitled:

- [PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

on all the appearing and/or interested parties in this action by delivering ☐ *the original* ☒ *a true copy* thereof on the party(ies) addressed below as follows:

Cheryl D. Orr **FAEGRE DRINKER BIDDLE & REATH LLP** Four Embarcadero Center, 27th Floor San Francisco, California 9411 Telephone: + 1 415 591 7500 Facsimile: + 1 415 591 7510 cheryl.orr@faegredrinker.com Amanda Semaan **FAEGRE DRINKER BIDDLE & REATH LLP** 1800 Century Park East, Suite 1500 Los Angeles, California 90067 Telephone: + 1 310 203 4000 Facsimile: + 1 310 229 1285 amanda.semaan@faegredrinker.com sara.ehsaninia@faegredrinker.com kristin.olive@faegredrinker.com *Attorneys for Defendant:* W. L. GORE & ASSOCIATES, INC.	Barbara Antonucci Matthew Scholl CONSTANGY BROOKS SMITH & PROPHETE, LLP 601 Montgomery Street Suite 350 San Francisco, CA 94111 415.918.3000 Direct: 415.416.2225 bantonucci@constangy.com mscholl@constangy.com lmarquez@constangy.com ktsvetkova@constangy.com *Attorneys for Defendant:* Commercial Enterprises, Inc., dba Total Presence Management

☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 30, 2025, at Irvine, California.

Laila Shams

Laila Shams