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Superior Court of California
County of Los Angeles

11/14/2024

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

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

JOY MACOPSON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PACIFIC BELL TELEPHONE COMPANY, a
California corporation, and DOES 1 to 100,
inclusive

Defendants.

Case No. 22STCV13800

[Assigned For All Purposes to the Honorable
Stuart M. Rice, Department 1]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR ORDER
(A) GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, (B) VACATING ORDER
GRANTING PATRICK WILSON LEAVE
TO INTERVENE AND STRIKING HIS
COMPLAINT IN INTERVENTION, AND
(C) GRANTING APPLICATION FOR
ATTORNEYS' FEES, COSTS AND CLASS
REPRESENTATIVE SERVICE AWARD**

**Date: November 6, 2024
Time: 10:30 a.m.
Place: Dept. 1 (Spring Street)
Res. ID: N/A – Set by Court
Judge: Hon. Stuart M. Rice**

[PROPOSED] ORDER

On March 21, 2024, this Court preliminarily approved the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement" or "Settlement Agreement") in its Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "MPA Order").

On November 6, 2024, the Court held a hearing on Plaintiff Joy Macopson's Motion For Order (A) Granting Final Approval of Class Action and PAGA Settlement, (B) Vacating Order Granting Patrick Wilson Leave to Intervene and Striking His Complaint in Intervention, and (C) Granting Application for Attorneys' Fees, Costs and Class Representative Service Award (the "Motion"). Appearances of counsel for Plaintiff, Defendant Pacific Bell Telephone Company ("PacBell" or "Defendant"),¹ and Intervenor Patrick Wilson ("Wilson") were made and noted on the record at the hearing.

The Court, having received and considered the Settlement, all of the papers submitted in support of and in opposition to Plaintiff's Motion, the oral arguments of counsel, and the entire record in this action, hereby **GRANTS FINAL APPROVAL** of the Settlement and **ORDERS AND MAKES THE FOLLOWING DETERMINATIONS**:

1. Pursuant to the terms of the Settlement and the MPA Order, notice was sent to each Settlement Class Members by first-class U.S. mail. The notice informed the class of the terms of the Settlement, their right to receive a settlement payment without any required action, their right to comment upon or object to the Settlement, and their right to appear in person or by counsel at the Final Approval Hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided for each of these procedures.

2. Zero Settlement Class Members returned a written objection to the proposed Settlement as part of the notice process or stated an intention to appear at the Final Approval Hearing. Five Settlement Class Members requested exclusion from the class settlement: Maria

¹ Plaintiff and PacBell are referred to herein collectively as the "Parties."

1 Villarreal (employer's identification number 148483), Doris Batarse (employer's identification
2 number 29115), William Edwards (employer's identification number 123606), Ricardo Yataco
3 (employer's identification number 698815), and Bessie Jean Triplett (employer's identification
4 number 76757). These "opt outs" are affirmatively excluded from the class settlement (but not
5 from the PAGA settlement).

6
7 3. The Court finds and determines that the notice procedure afforded adequate
8 protections to the class and provides the basis for the Court's informed decision regarding approval
9 of the Settlement. The Court finds and determines the notice provided was the best notice
10 practicable, satisfying the requirements of law and due process.

11
12 4. For purposes of approving this Settlement only, this Court finds and concludes:
13 (a) the proposed settlement class is ascertainable and so numerous that joinder of all members of
14 the class is impracticable; (b) there are questions of law or fact common to the proposed settlement
15 class, and there is a well-defined community of interest among members of the settlement class
16 with respect to the subject matter of the claims; (c) the claims of Plaintiff are typical of the claims
17 of the settlement class; (d) Plaintiff has and will fairly and adequately protect the interests of the
18 settlement class; (e) a class action is superior to other available methods for an efficient
19 adjudication of this controversy in the context of settlement; and (f) the law firm of Potter Handy
20 LLP is qualified and adequate to serve as Class Counsel in this action.

21
22 5. Based on the foregoing findings, and for settlement purposes only, the Court hereby
23 certifies the Settlement Class as defined below:

24 All individuals who are or were employed in California by Defendant from
25 April 26, 2018, through March 21, 2024, as hourly, non-exempt employees or
26 by AT&T Services, Inc. in a technician position, but excluding anyone who has
27 filed their own separate action as a named plaintiff alleging the same or similar
such claims.

28 The Court also appoints Plaintiff as the Class Representative and Mark Potter and James Treglio

of Potter Handy LLP as Class Counsel.

6. The Court finds and determines that the terms set forth in the Settlement are fair, reasonable, and adequate and, having found the Settlement was reached as a result of informed and non-collusive arms'-length negotiations facilitated by a neutral and experienced mediator, directs the Parties to effectuate the Settlement according to its terms. The Court further finds the Parties conducted sufficient investigation, research, and informal discovery, and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery and recognizes the significant value provided to the Settlement Class. Therefore, the Court approves the terms of the Settlement, including the release of claims thereunder, and incorporates the terms of the Settlement in full into this Final Approval Order as though fully set forth herein. All defined terms used in the Settlement Agreement have the same defined meaning when used herein.

7. With respect to the apportionment of the GSF under the terms of the Settlement, the Court finds the Net Settlement Fund ("NSF") to be fair and reasonable from which Individual Settlement Payments will be paid will be calculated as follows:

GSF	\$2,235,000.00
PacBell's ISP Payments	(\$481,208.00)
Attorneys' Fees	(\$584,597.33)
Litigation Costs	(\$10,206.24)
Settlement Administrator's Costs	(\$47,992.00)
Class Representative Service Payment	(\$20,000.00)
PAGA Allocation (LWDA Payment)	(\$45,000.00)
PAGA Allocation (Aggrieved Employees Payment)	(\$15,000.00)
NSF	\$1,030,996.43

8. The Court finds the individual settlement payments provided for under the

1 Settlement and the Class Notices to be fair and reasonable in light of all the circumstances. The
2 Court, therefore, orders the calculations and payments to be made and administered in accordance
3 with the terms of the Settlement and the Class Notices.

4
5 9. The Court finds and determines the fees and expenses in administering the
6 Settlement incurred by the Settlement Administrator of \$47,992 are fair and reasonable. The Court
7 orders these administration costs be paid in accordance with the terms of the Settlement.

8
9 10. In addition to any recovery that Plaintiff may receive from the Net Settlement Fund,
10 and in recognition of the Plaintiff's efforts on behalf of the Settlement Class and in exchange for
11 a general release of claims, the Court finds and determines that the Class Representative Service
12 Payment of \$20,000 to Plaintiff is fair and reasonable and orders that the payment of that amount
13 be paid to Plaintiff as Class Representative in accordance with the terms of the Settlement.

14
15 11. The Court finds and determines that payment of the civil penalties under the Labor
16 Code Private Attorneys General Act ("PAGA") in the amount of \$45,000 to the California Labor
17 and Workforce Development Agency ("LWDA") as its 75% share thereof, and the remaining
18 \$15,000 as civil penalties to the Aggrieved Employees specified in the Settlement as their 25%
19 share, is fair, reasonable, and appropriate. The Court orders those amounts be paid in accordance
20 with the terms of the Settlement and approves the settlement of claims under PAGA pursuant to
21 Labor Code § 2699(1)(2).

22
23 12. Pursuant to the Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Court recognizes that the
24 LWDA was given notice of the Settlement when Plaintiff submitted a copy of the Settlement to
25 the LWDA on October 30, 2023. The Court finds and determines that the notice of the Settlement
26 complied with the statutory requirements of PAGA.

27
28 13. Pursuant to the terms of the Settlement and the statutory provisions authorizing

1 attorneys' fees under the California Labor Code and Code of Civil Procedure, the Court awards
2 Class Counsel attorneys' fees of \$584,597.33 and litigation costs of \$10,206.24. Class Counsel
3 has sufficiently explained the basis for the fee award based on a percentage of the fund. The Court
4 finds such amounts to be fair and reasonable. The Court orders the Settlement Administrator to
5 make these payments in accordance with the terms of the Settlement.

6
7 14. The Parties entered into the Settlement to resolve the dispute that has arisen
8 between them and to avoid the burden, expense, and risk of continued litigation. In entering into
9 the Settlement, PacBell does not admit, and specifically denies, it has violated any state, federal,
10 or local law; violated any regulations or guidelines promulgated pursuant to any statute or any
11 other applicable laws, regulations or legal requirements; or engaged in any other unlawful conduct
12 with respect to its employees. Neither this Final Approval Order, the Settlement, nor any document
13 referred to herein, nor any action taken to carry out the Settlement, shall be construed as an
14 admission by PacBell to any such violations or failure to comply with any applicable law.

15
16 15. Given the Supreme Court's decision in *Turrieta v. Lyft, Inc.*, 16 Cal.5th 664 (2024),
17 the Court hereby vacates its order granting Wilson's Motion for Leave to Intervene, which was
18 entered in this Action on June 11, 2024, on the grounds that Wilson cannot establish a cognizable
19 interest supporting intervention under Civ. Proc. Code § 387. Moreover, in light of this vacatur of
20 the order granting Wilson leave to intervene, the Court hereby strikes Wilson's Complaint in
21 Intervention filed in this Action on June 13, 2024.

22
23 16. The Parties shall bear their own respective attorneys' fees and costs except as
24 otherwise provided in the Settlement and this Order.

25
26 17. Without affecting the finality of this Order or the entry of judgment in any way, the
27 Court retains jurisdiction of all matters relating to the interpretation, administration,
28 implementation, and enforcement of this Order and the Settlement.

18. Upon completion of administration of the settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties.

19. The Court Sets a Non-Appeal Case Review re: Final Report re: Distribution of Settlement Funds for 11/06/2025, at 4:00 PM. ~~Final~~ Report is to be filed by _____.

IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

DATED: 11/14/2024

Stuart M. Rice / Judge

HON. STUART M. RICE
JUDGE OF THE LOS ANGELES COUNTY
SUPERIOR COURT