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FILED

By Superior Court of California, County of San Mateo

ON 06/17/2024

By /s/ Nelson, Ashlee

Deputy Clerk

1 **AEGIS LAW FIRM, PC**
2 KASHIF HAQUE, State Bar No. 218672
3 SAMUEL A. WONG, State Bar No. 217104
4 JESSICA L. CAMPBELL, State Bar No. 280626
5 NAMRATA KAUR, State Bar No. 338277
6 9811 Irvine Center Drive, Suite 100
7 Irvine, California 92618
8 Telephone: (949) 379-6250
9 Facsimile: (949) 379-6251
10 Email: jcampbell@aegislawfirm.com
11 nkaur@aegislawfirm.com

12 Attorneys for Plaintiff Maria Lourdes G. Rogers, individually,
13 and on behalf of all others similarly situated.

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6/6/2024

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN MATEO**

12 MARIA LOURDES G. ROGERS, individually
13 and on behalf of all others similarly situated,

Case No. 22-CIV-01379

14 Plaintiff,

*Assigned for all purposes to
Hon. Nicole S. Healy
Dept. 28*

15 vs.

16 **ORDER GRANTING FINAL APPROVAL
17 OF CLASS ACTION SETTLEMENT AND
18 ENTERING JUDGMENT**

17 PROVIDENCE GROUP NORTH, LLC; SAN
18 BRUNO DENCE OPCO, LLC; and DOES 1
through 20, inclusive,

19 Defendant.

MFA hearing: June 5, 2024
Time: 2:00 p.m.
Dept: 28

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**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT**

1 Plaintiff Maria Lourdes G. Rogers's unopposed Motion for Final Approval of Class
2 Settlement is **GRANTED**.

3 In her motion for final approval, plaintiff Maria Lourdes G. Rogers (Rogers) asks the
4 Court to grant final approval of the following: (1) the class action and Private Attorneys General
5 Act of 2004 (PAGA) settlement agreement; (2) an award of attorney's fees to class counsel in the
6 amount of \$161,666.66 plus reimbursement of \$16,339.55 in litigation costs; (3) a \$10,000
7 incentive payment to Rogers as the class representative; (4) \$20,000 in civil penalties, \$15,000 of
8 which will be paid to the California Labor and Workforce Development Agency (LWDA) for
9 release of the PAGA claims with the remaining \$5,000 to be distributed to employees who worked
10 for defendant during the PAGA period; and (5) an award of settlement administration expenses
11 to Phoenix Settlement Administrators in the amount of \$8,000.

12 Having evaluated the terms of the settlement agreement and the arguments of class
13 counsel in their moving papers, in its discretion, the Court finds that the proposed class action and
14 PAGA settlement is "fair, adequate, and reasonable." (*Wershba v. Apple Computer, Inc.* (2004)
15 91 Cal.App.4th 224, 244–245 (*Wershba*); *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
16 1801 (*Dunk*); *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 64 (*Moniz*) [courts must
17 review PAGA settlements under the same standard as class actions].)

18 A proposed settlement is "fair, adequate, and reasonable" when "the interests of the class
19 are better served by the settlement than by further litigation." (Manual for Complex Litigation
20 (4th ed. 2008) § 21.61, 462.) A presumption of fairness arises when: (1) the settlement is reached
21 through arm's length bargaining; (2) investigation and discovery are sufficient to allow counsel
22 and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
23 percentage of objectors is small. (*Dunk*, supra, 48 Cal.App.4th at p. 1802.) A court may properly
24 infer that a class action settlement is fair, adequate, and reasonable when few class members opt
25 out or object to it. (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 51 (*Lealao*).)

26 The proposed settlement contains a monetary fund of \$485,000 for approximately 155
27 class members. A portion of those funds are reserved to pay attorney's fees and expenses,
28 settlement administration costs, PAGA penalties, and the named plaintiff's incentive award.

1 Following each of the above payments, the net settlement fund to be distributed to class members
2 and PAGA recipients is \$270,333.34. The fund is nonreversionary and the entire net settlement
3 amount will be paid to class members based on the number of pay periods worked. (See
4 Declaration of Lluvia Islas [Islas Decl.], filed May 10, 2024, ¶¶ 12–13.) Class counsel represents
5 that they are experienced in litigating these types of cases and had sufficient time to investigate
6 the class’s claims and conduct discovery (Declaration of Namrata Kaur [Kaur Decl.], ¶¶ 5, 9–22);
7 the settlement was reached with the assistance of an independent mediator (id., ¶ 6); and notice
8 was sent to all class members by U.S. Mail on December 23, 2023 and there are no objectors or
9 opt-outs. (Islas Decl., ¶¶ 4–7.).

10 Further, the LWDA was notified of plaintiff’s PAGA allegations but declined to respond
11 to her letter. (Kaur Decl., ¶ 3.) The LWDA has neither objected to nor commented upon the
12 proposed settlement or allocation of PAGA penalties. (Id. at ¶ 6; Lab. Code, § 2699, subd. (i).)

13 Class counsel seeks one-third of the total proposed gross settlement amount, or
14 \$161,666.66. A percentage of the settlement fund is an acknowledged method of calculating class
15 counsel’s fees. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 503; see also *City and*
16 *County of San Francisco v. Sweet* (1995) 12 Cal.4th 105, 110; *Serrano v. Priest* (1977) 20 Cal.3d
17 25, 35–40.) The reasonableness of the attorney’s fee award can be reviewed by using a lodestar
18 cross-check. (*Lealao*, supra, 82 Cal.App.4th at pp. 46–47.) Class counsel attests that they spent
19 242.90 hours prosecuting this case, which they contend is not unreasonable and the hours were
20 not duplicative. (Kaur Decl., ¶¶ 24–26.) Class counsel’s fees under the lodestar method would
21 have been \$173,514.00. As such, the fees requested by class counsel are not unreasonable.

22 In addition to attorney’s fees, class counsel also requests reimbursement for litigation
23 costs of \$16,339.55 from the settlement fund. These costs include but are not limited to filing
24 fees, copies, postage, mediation fees, and travel. (Kaur Decl., ¶ 27, Ex. 5.) Class counsel attests
25 that all of the costs were reasonable and necessary to the prosecution of this case.

26 The parties agreed to hire Phoenix Settlement Administrators, to which this Court granted
27 preliminary approval. The settlement administrator was responsible for maintaining the address
28 database of class members, mailing notices of proposed settlements, responding to class member

1 inquiries, providing weekly status reports, and responsibilities under the settlement. Following
2 final approval, the settlement administrator's responsibilities will also include calculating and
3 mailing the settlement payments to class members, disbursing other payments as required by this
4 Court's order, and performing other duties required by the settlement agreement. The requested
5 amount of \$8,000.00 for these services is fair and reasonable.

6 Per the terms of the settlement agreement, Rogers is to receive a \$10,000 incentive award
7 for serving as the named plaintiff. (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th
8 1380, 1393; *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726.) In her declaration,
9 Rogers represents that she has spent considerable time assisting counsel including by discussing
10 case strategy, collecting documents, preparing for mediation, and reviewing the settlement
11 agreement. (See Declaration of Maria Lourdes G. Rogers, filed May 10, 2024, ¶¶ 5-12.)

12 Having reviewed the terms of the settlement agreement and class counsel's papers in
13 support of final approval, the Court finds that the proposed settlement of the class action and
14 PAGA claims is "fair, adequate, and reasonable" and will therefore grant final approval of the
15 settlement.

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SIGNED

By /s/ Healy, Nicole

06/14/2024

16
17 DATED: _____, 2023

18 Honorable Nicole S. Healy
19 JUDGE OF THE SUPERIOR COURT
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1 **CERTIFICATE OF SERVICE**

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

5 On June 6, 2024, I served the foregoing document entitled:

6 • **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
7 **AND ENTERING JUDGMENT**

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

10 Grace Y. Horoupian
11 Kyley S. Chelwick
12 **FISHER & PHILLIPS LLP**
13 2050 Main Street, Suite 1000
14 Irvine, CA 92614
15 Telephone: (949) 851.2424
16 Facsimile: (949) 851-0152
17 ghoroupian@fisherphillips.com
18 amiranda@fisherphillips.com
19 kchelwick@fisherphillips.com
20 etoller@fisherphillips.com

21 *Attorneys for Defendants:*

22 PROVIDENCE GROUP NORTH, LLC; SAN BRUNO DENCE OPCO, LLC

23 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
24 correspondence for mailing. Under that practice it would be deposited with the U.S.
25 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
26 in the ordinary course of business. I am aware that on motion of the party served, service
27 is presumed invalid if postage cancellation date or postage meter date is more than one
28 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).)

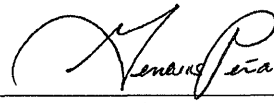
☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(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).)

///
///

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

3 Executed on June 6, 2024, at Irvine, California.

4 

5 Genesis Pena



SUPERIOR COURT OF SAN MATEO COUNTY

Civil Department
400 County Center, Redwood City, CA 94063
(650) 261-5100
www.sanmateo.courts.ca.gov

AFFIDAVIT OF MAILING

Date: 6/17/2024

In the Matter of: Maria Lourdes G. Rogers vs. Providence Group North, LLC, et al
Case No.: 22-CIV-01379

Document(s):

Filed On:

Order

06/17/2024

I certify that I am a Deputy Clerk of the San Mateo County Superior Court, that I am not a party to this cause, and that the above-listed documents were served upon the persons whose names and addresses are set forth below, on this date in San Mateo County, California, by placing the documents for collection and mailing so as to cause it to be mailed with the United States Postal Service by first class mail in a sealed addressed envelope with postage fully prepaid, following standard court practices. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on: 6/17/2024

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Ashlee Nelson

Ashlee Nelson, Deputy Clerk

Copies Mailed To:

JESSICA L. CAMPBELL
AEGIS LAW FIRM PC
9811 IRVINE CENTER DRIVE
SUITE 100
IRVINE, CA 92618

CHELSEA HOLLINS
NEALE & FHIMA APC
9846 RESEARCH DRIVE
IRVINE, CA 92618

GRACE Y HOROUPIAN
FISHER & PHILLIPS LLP
2050 MAIN STREET
SUITE 1000
IRVINE, CA 92614

NAMRATA KAUR
AEGIS LAW FIRM
9811 IRVINE CENTER DR STE 100
IRVINE, CA 92618-4375

KYLEY SUMMER CHELWICK
FISHER & PHILLIPS LLP
2050 MAIN ST STE 1000
IRVINE, CA 92614

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN MATEO**
400 COUNTY CENTER, 1st FLOOR
REDWOOD CITY, CALIFORNIA 94063

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