

**FILED**  
Superior Court of California  
County of Los Angeles

**DEC 06 2023**

David W. Slayton, Executive Officer/Clerk of Court  
By: N. Navarro, Deputy

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

ALBERT KNAPP and ELHAM  
TABIBIAN, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

PEPPERDINE UNIVERSITY, a California  
Non-Profit Corporation,

Defendant.

Case No.: 22SCTV16736

~~PROPOSED~~ ORDER GRANTING  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT

Date: December 6, 2023  
Time: 9:00 a.m.  
Dept.: SSC-17

**I. BACKGROUND**

Plaintiffs Albert Knapp and Elham Tabibian sue their former employer,  
Defendant Pepperdine University ("Defendant" or "Pepperdine"), for alleged wage and  
hour violations. Defendant is a private non-profit university located in Malibu,

1 California. Plaintiffs allege that Pepperdine failed to fully reimburse its adjunct  
2 instructors for business expenses associated with working remotely from home.  
3 Plaintiffs seek to represent a class of adjunct instructors who worked remotely for  
4 Pepperdine in California during the class period.

5 Plaintiffs filed this action on May 20, 2022, asserting claims for: (1) failure to  
6 reimburse business expenses (Labor Code § 2802); and (2) unfair, unlawful, or  
7 fraudulent business practices (Bus. & Prof. Code § 17200, et seq.). On September 7,  
8 2022, Plaintiffs filed a First Amended Complaint adding a claim for civil penalties  
9 under the Private Attorneys General Act (Labor Code § 2699) (“PAGA”).

10 On January 10, 2023, the parties participated in a mediation session with Lisa  
11 Klerman, at which the parties accepted a mediator’s proposal to settle the action. The  
12 terms of settlement were finalized in the Class Action and PAGA Settlement  
13 Agreement, a copy of which was filed with the Court on February 28, 2023.

14 On June 16, 2023, the Court issued a “checklist” to the parties pertaining to  
15 deficiencies with the proposed settlement and called the matter for hearing on June 20,  
16 2023. Following hearing, on July 6, 2023, the parties filed further briefing and the  
17 revised Settlement Agreement attached to the Supplemental Declaration of Julian  
18 Hammond. All references below are to that agreement.

19 The settlement was preliminarily approved on July 25, 2023. Notice was given  
20 to the Class Members as ordered (see Declaration of Gillian McCreedy (“McCreedy  
21 Decl.”)). Now before the Court is Plaintiffs’ motion for final approval of the  
22 Settlement Agreement, including for payment of fees, costs, and a service award to the  
23 named plaintiffs. For the reasons set forth below, the Court grants final approval of the  
24 settlement.

## II. THE TERMS OF THE SETTLEMENT

### A. SETTLEMENT CLASS DEFINITION

“Class” means all adjunct instructors who worked remotely for Defendant in California during the Class Period. (¶1.5)

“Class Period” means the period from May 20, 2018 to the date of Preliminary Approval. (¶1.12)

“Aggrieved Employee” means all adjunct instructors who worked remotely for Defendant in California during the PAGA Period. (¶1.4)

“PAGA Period” means May 20, 2021 to the date of Preliminary Approval. (¶1.32)

“Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion. (¶1.36)

### B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$407,000** (¶3.1). This includes payment of a PAGA penalty of **\$25,000** to be paid 75% to the LWDA (\$18,750) and 25% to the Aggrieved Employees (\$6,250) (¶3.2.7).
  - Escalator Clause: The Class worked approximately 24,178 months in the period from May 20, 2018 to May 31, 2023. If the number of months worked by the Class during the time period between May 20, 2018 to May 31, 2023 is five percent (5%) more than 24,178 (i.e., 25,388 or more), then the Gross Settlement will increase proportionately over the

- 1           5%. For example, if the number of work months is 7% higher than  
2           24,178, or 25,870, the Gross Settlement amount will increase by 2%. (¶8)
- 3           ○ At final approval, the settlement administrator represents that the Class  
4           List contained data for 1,502 unique Class Members. The sum of all  
5           months worked by the Class in the Class List amounted to 24,462, which  
6           is lower than the number of work months that would have triggered the  
7           Escalator Clause (25,388). Therefore, the Escalator Clause was not  
8           triggered. (McCreedy Decl. ¶7.)
- 9           • The Net Settlement Amount (“NSA”) (**\$184,550**) estimated at preliminary  
10          approval is the GSA less:
- 11           ○ Up to **\$142,450** (35%) for attorney fees (¶3.2.2);  
12           ○ Up to **\$20,000** for attorney costs (*Ibid.*);  
13           ○ Up to **\$15,000 total [\$7,500 each]** for service awards to the proposed  
14           class representatives (¶3.2.1); and  
15           ○ Up to **\$20,000** for settlement administration costs (¶3.2.3).
- 16          • Assuming the Court approves all maximum requested deductions, approximately  
17          \$195,438.14 will be available for automatic distribution to participating class  
18          members. The average settlement share would be approximately \$130.55.  
19          (\$195,438.14 Net ÷ 1,497 class members = \$130.55). In addition, each  
20          Aggrieved Employee will receive a portion of the PAGA penalty (\$6,250 or 25%  
21          of \$25,000 PAGA penalty).
- 22          • There is no Claim Requirement (¶3.1).  
23          • The settlement is not reversionary (¶3.1).  
24          • Individual Settlement Share Calculation: Class Members shall be paid out of the  
25          NSA pro rata based on the number of pay periods worked as a Class Member

1 during the Class Period. Defendant's payroll records shall be determinative for  
2 purposes of calculating the number of pay periods. (§3.2.4) Non-Participating  
3 Class Members will not receive any Individual Class Payments. The  
4 Administrator will retain amounts equal to their Individual Class Payments in the  
5 Net Settlement Amount for distribution to Participating Class Members on a pro  
6 rata basis. (§3.2.6)

- 7 • **PAGA Payment Calculation:** The Administrator will calculate each Individual  
8 PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25%  
9 share of PAGA Penalties by the total number of PAGA Period Pay Periods  
10 worked by all Aggrieved Employees during the PAGA Period and (b)  
11 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.  
12 (§3.2.7.1)
- 13 • **Tax Withholdings:** Payments from the NSA will be allocated 100% Non-Wage  
14 Portion that are not subject to wage withholdings and will be reported on IRS  
15 1099 Forms. (§3.2.5). The Administrator will report the Individual PAGA  
16 Payments on IRS 1099 Forms. (§3.2.7.2)
- 17 • **Funding of Settlement:** Within 10 business days of the Effective Date, Defendant  
18 shall transmit the GSA to the Settlement Administrator. (§4.3)
- 19 • **Distribution:** Within 14 business days after Defendant funds the Gross  
20 Settlement Amount, the Administrator will mail checks or initiate wire transfers  
21 for all Individual Class Payments, all Individual PAGA Payments, the LWDA  
22 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees  
23 Payment, the Class Counsel Litigation Expenses Payment, and the Class  
24 Representative Service Payment. Disbursement of the Class Counsel Fees  
25 Payment, the Class Counsel Litigation Expenses Payment and the Class

1 Representative Service Payment shall not precede disbursement of Individual  
2 Class Payments and Individual PAGA Payments. (§4.4)

- 3 • Uncashed Settlement Payment Checks: The face of each check shall prominently  
4 state the date (180 days after the date of mailing) when the check will be voided.  
5 (§4.4.1) For any Class Member whose Individual Class Payment check or  
6 Individual PAGA Payment check is uncashed and cancelled after the void date,  
7 the Administrator shall transmit the funds represented by such checks in  
8 conformity with Code of Civil Procedure Section 384, subd. (b) to Bet Tzedek  
9 (“Cy Pres Recipient”). (§4.4.3) The Parties, Class Counsel and Defense Counsel  
10 represent that they have no interest or relationship, financial or otherwise, with  
11 the intended Cy Pres Recipient. (Decl. of Albert Knapp ISO Prelim ¶5; Decl. of  
12 Elham Tabibian ISO Prelim ¶5; Decl. of Julian Hammond ISO Prelim ¶32; Decl.  
13 of Elaine M. Vukadinovich ISO Prelim ¶2; Decl. of Phil E. Phillips ISO Prelim  
14 ¶2)

### 15 **C. TERMS OF RELEASES**

- 17 • Release of Claims: Upon the date of the funding by Pepperdine of the Gross  
18 Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release  
19 claims against all Released Parties as follows: (§5)
- 20 • Release of Class Claims: Each and all Participating Class Members, on behalf of  
21 themselves and their respective former and present representatives, agents,  
22 attorneys, heirs, administrators, successors, and assigns, shall be deemed to  
23 release the Released Parties from all claims that were alleged, or reasonably  
24 could have been alleged, based on the Class Period facts stated in the Operative  
25 Complaint, and ascertained in the course of the Action including any and all

1 claims arising under Labor Code § 2802, Business and Professions Code 17200  
2 et seq.. Participating Class Members do not release any other claims, including  
3 claims for vested benefits, wrongful termination, violation of the Fair  
4 Employment and Housing Act, unemployment insurance, disability, social  
5 security, workers' compensation, or claims based on facts occurring outside the  
6 Class Period. (§5.1)

- 7 • PAGA Released Claims: Each and all Aggrieved Employee, on behalf of  
8 themselves and their respective former and present representatives, agents,  
9 attorneys, heirs, administrators, successors, and assigns, shall be deemed to  
10 release the Released Parties from all claims for PAGA penalties that were  
11 alleged, or reasonably could have been alleged, based on the PAGA Period facts  
12 stated in the Operative Complaint and in the PAGA Notice and ascertained in the  
13 course of the Action. (§5.2)

- 14 ○ "PAGA Notice" means Plaintiff's May 20, 2022 PAGA letter to  
15 Defendant and the LWDA providing notice pursuant to Labor Code  
16 section 2699. (§1.34)

- 17 • "Released Parties" means Defendant and each of its past and present  
18 accountants, insurers, attorneys, agents, trustees, governing board, Regents,  
19 affiliated companies, successors, heirs, advisors, employees, directors, officers,  
20 both individually and in their official capacities, as well as all persons acting by,  
21 under, or in concert with those persons or entities. (§1.42)
  - 22 • The named Plaintiffs will also provide a general release and a waiver of the  
23 protections of Cal. Civ. Code §1542. (§5.3)
- 24  
25

- The releases are effective on the date when Defendant fully funds the Gross Settlement Amount, which will occur within 10 business days of the Effective Date. (§4.3)

### III. ANALYSIS OF SETTLEMENT AGREEMENT

“Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” Cal. Rules of Court, rule 3.769(h).

As discussed more fully in the Order conditionally approving the settlement, “[i]n a class action lawsuit, the court undertakes the responsibility to assess fairness in order to prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action. The purpose of the requirement [of court review] is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware* (2018) 4 Cal.5th 260 [Court needs to “scrutinize 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

1 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal  
2 quotation marks omitted].

3 “The burden is on the proponent of the settlement to show that it is fair and  
4 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is  
5 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to  
6 allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
7 litigation; and (4) the percentage of objectors is small.” See *Wershba, supra*, 91  
8 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
9 1802. Notwithstanding an initial presumption of fairness, “the court should not give  
10 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
11 116, 130. “Rather, to protect the interests of absent class members, the court must  
12 independently and objectively analyze the evidence and circumstances before it in order  
13 to determine whether the settlement is in the best interests of those whose claims will be  
14 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In  
15 that determination, the court should consider factors such as “the strength of plaintiffs’  
16 case, the risk, expense, complexity and likely duration of further litigation, the risk of  
17 maintaining class action status through trial, the amount offered in settlement, the extent  
18 of discovery completed and stage of the proceedings, the experience and views of  
19 counsel, the presence of a governmental participant, and the reaction of the class  
20 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and  
21 the court is free to engage in a balancing and weighing of factors depending on the  
22 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

23 **A. A PRESUMPTION OF FAIRNESS EXISTS**

24 The Court preliminarily found in its Order of July 25, 2023 that the presumption  
25 of fairness should be applied. No facts have come to the Court’s attention that would

1 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption  
2 of fairness as set forth in the preliminary approval order.

3 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

4 The settlement was preliminarily found to be fair, adequate and reasonable.  
5 Notice has now been given to the Class and the LWDA. The notice process resulted in  
6 the following:

7 Number of class members: 1,502

8 Number of notices mailed: 1,502

9 Number of undeliverable notices: 0

10 Number of opt-outs: 5

11 Number of objections: 0

12 Number of participating class members: **1,497**

13 (McCreedy Decl. ¶¶7-16.)

14 The Court finds that the notice was given as directed and conforms to due process  
15 requirements. Given the reactions of the Class Members and the LWDA to the proposed  
16 settlement and for the reasons set for in the Preliminary Approval order, the settlement is  
17 found to be fair, adequate, and reasonable.

18 **C. CLASS CERTIFICATION IS PROPER**

19 For the reasons set forth in the preliminary approval order, certification of the  
20 Class for purposes of settlement is appropriate.

21 **D. ATTORNEY FEES AND COSTS**

22 Class Counsel requests **\$142,450** (35%) for attorney fees and **\$14,111.86** for costs.  
23 (Memo ISO Attorneys' Fees at 1:2-5.)

24 Courts have an independent responsibility to review an attorney fee provision and  
25 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*

1 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is  
2 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,  
3 503.

4 In the instant case, fees are sought pursuant to the percentage method, as cross-  
5 checked by lodestar. (Memo ISO Attorneys' Fees at pp. 2-6.) The \$142,450 fee request  
6 is 35% of the Gross Settlement Amount, which is a higher percentage than the average  
7 fee award in class actions. (*In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545,  
8 558, fn. 13 [noting that whether the percentage method or the lodestar method is used, fee  
9 awards average around one-third of the recovery, and that 25% is the benchmark].) The  
10 notice expressly advised class members of the fee request, and no one objected.  
11 (McCreedy Decl. ¶14, Exhibit A thereto.)

12 A lodestar is calculated by multiplying the number of hours reasonably expended  
13 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,  
14 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is calculated using the reasonable rate  
15 for comparable legal services in *the local community* for noncontingent litigation of the  
16 same type, multiplied by the reasonable number of hours spent on the case.' "  
17 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*  
18 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155  
19 Cal.App.4th 1233, 1242-1243.

20 As to the reasonableness of the rate and hours charged, trial courts consider  
21 factors such as "the nature of the litigation, its difficulty, the amount involved, the skill  
22 required in its handling, the skill employed, the attention given, the success or failure,  
23 and other circumstances." *PLCM, supra*, 22 Cal.4th at p. 1096. "The evidence should  
24 allow the court to consider whether the case was overstaffed, how much time the  
25

1 attorneys spent on particular claims, and whether the hours were reasonably expended.”  
2 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

3 Attorney Hammond represents that five attorneys at his firm spent a total of  
4 241.30 hours on this matter. At hourly rates ranging from \$425 to \$925, his firm  
5 incurred a lodestar of \$160,812.50. (Declaration of Julian Hammond ISO Final ¶48.)  
6 The lodestar implies a multiplier of 0.89 to reach the requested fees. He asserts that the  
7 rates of these attorneys had been approved in other actions. (*Id.* at ¶¶44-47.) In  
8 support, he provides a summary of the work performed on the case. (*Id.* at ¶¶10-22.)

9 No facts are presented suggesting a fee award at 35% is appropriate. There is  
10 nothing to suggest this case involved novel legal issues, or particularly difficult facts.  
11 Based on Hammond’s summary of the qualifications and experience of each attorney  
12 who handled the matter, Plaintiffs’ counsel is experienced in wage and hour cases (see  
13 Hammond Decl. ISO Final ¶¶23-39) and do not show they took any risk in excess of that  
14 normally taken in any other contingent fee case of this type.

15 Here, a 33 1/3% award adequately rewards counsel for any risk they took in this  
16 case. Accordingly, the Court awards fees at 33 1/3% or **\$135,666.67**.

17 Class Counsel requests **\$14,111.86** in costs. This is less than the \$20,000 cap  
18 provided in the settlement agreement (¶3.2.3). The amount was disclosed to Class  
19 Members in the Notice, and no objections were received. (McCreedy Decl. ¶14, Exhibit  
20 A thereto.) Costs include: Mediation (\$10,000), One Legal Filing and Service Fees  
21 (\$1,597.47), and Simpluris for *Belaire West* Notices (\$1,500). (Hammond Decl. ISO  
22 Final ¶¶63-69.)

23 The costs appear to be reasonable and necessary to the litigation, are reasonable  
24 in amount, and were not objected to by the class.

25 For all of the foregoing reasons, costs of **\$14,111.86** are approved.

1           **E.     SERVICE AWARDS TO CLASS REPRESENTATIVES**

2           Service awards are established in California and the Ninth Circuit in class  
3 actions. See *Cellphone Termination Fee Case* (2010), 186 Cal.App.4th 1380, 1393-  
4 1394 (noting the "scholarly debate about the propriety of individual awards to named  
5 plaintiffs" and the "surprising dearth of California authority directly addressing this  
6 question"); *In re Apple Device Litigation* (9<sup>th</sup> Cir. 2022) 50 F. 4<sup>th</sup> 769, 785; *Roes*, 1-2 v.  
7 SFBSC Mgmt., LLC (9<sup>th</sup> Cir. 2019) 944 F.3d 1035, 1057 (reasonable incentive  
8 awards are permitted to compensate class representatives for work on behalf of the class  
9 and financial or reputational risk undertaken in bringing the action).

10          Their apparent purpose is to reimburse actual expenses or to compensate a plaintiff  
11 where the market would not otherwise produce a plaintiff. *In Re Continental Securities*  
12 *Litigation* (7<sup>th</sup> Cir. 1992) 962 F. 2d 566, 571-572. Under existing California and Ninth  
13 Circuit authority they are permitted where there is a showing of the time and effort  
14 expended by the individual and a reasoned explanation of financial or other risks  
15 undertaken by the class representative. See *Clark v. American Residential Services LLC*  
16 (2009) 175 Cal.App.4th 785, 806-807; see also *Cellphone Termination Cases* (2010) 186  
17 Cal.App.4th 1380, 1394-1395 ["Criteria courts may consider in determining whether to  
18 make an incentive award include: (1) the risk to the class representative in commencing  
19 suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered  
20 by the class representative; (3) the amount of time and effort spent by the class  
21 representative; (4) the duration of the litigation and; (5) the personal benefit (or lack  
22 thereof) enjoyed by the class representative as a result of the litigation.  
23 (Citations.)"]. Although no amount is set, in the Ninth Circuit many courts have found  
24 \$5,000 presumptively reasonable. See *Morrison v. Am. Nat'l Red Cross* (N.D.Cal. Jan. 8,  
25 2021, No. 19-cv-02855-HSG) 2021 U.S.Dist.LEXIS 4043, at \*24 (citing cases).

1 In determining the reasonableness of a requested incentive award, some courts  
2 have considered, among other factors, the proportionality between the incentive award  
3 requested and the average class member's recovery. *Id.* See also *Munoz v. BCI Coca-*  
4 *Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412-413. (Service award  
5 that was approximately twice what was paid to class members was appropriate exercise  
6 of Court's discretion). In addition, a service award is not additional consideration for a  
7 release of additional claims. See *Grady v. RCM Techs., Inc.* (C.D.Cal. May 2, 2023, No.  
8 5:22-cv-00842 JLS-SHK) 2023 U.S.Dist.LEXIS 84145, at \*24-32 and cases cited therein.

9 The Class Representatives, Albert Knapp and Elham Tabibian, request  
10 enhancement awards of **\$7,500 each**, totaling **\$15,000**. (Memo ISO Attorneys' Fees at  
11 7:13-14.) They urge that the awards are appropriate for the following reasons:

12 Plaintiff Knapp represents that his contributions to this action include: discussing  
13 his employment and Defendant's policies with his counsel, providing documents for his  
14 counsel, reviewing case filings, reviewing Defendant's discovery requests with his  
15 counsel and obtaining further documentation for them, answering his attorneys'  
16 questions, answering questions from other class members, and reviewing the mediation  
17 brief, memorandum of understanding, and settlement agreement. (Declaration of Albert  
18 Knapp ISO Final ¶¶3-10.) He estimates spending 8 hours on the case. (*Id.* at ¶11.) He  
19 asserts that he knew he would incur reputational risk with Defendant and his colleagues  
20 by bringing the lawsuit that could affect his current psychology practice, though he  
21 admits he has no direct evidence this has occurred. (*Id.* at ¶4.)

22 Plaintiff Tabibian represents that his contributions to this action include:  
23 discussing his employment and his claims with his counsel, providing documents for his  
24 counsel, reviewing case filings, reviewing Defendant's discovery requests with his  
25 counsel and obtaining further documentation for them, attending the mediation remotely,

1 and reviewing the memorandum of understanding and settlement agreement.  
2 (Declaration of Elham Tabibian ISO Final ¶¶3-8.) He estimates spending 20 hours on  
3 the case. (*Id.* at ¶10.) He also asserts that bringing the lawsuit would likely have a  
4 negative effect on his reputation and employment opportunities, though he has not  
5 shown that this has occurred. (*Id.* at ¶11.)

6 The time spent by both Plaintiffs was, in the Court's experience, useful to the  
7 proposed class but minimal in amount. In light of the above-described contributions to  
8 this action, and in acknowledgment of the benefits obtained on behalf of the class,  
9 including the fact that the average award to a class member will be \$130.55 a **\$3,000**  
10 service award to Tabibian and a \$2,000 award to Knapp are reasonable and approved.

#### 11 12 **F. SETTLEMENT ADMINISTRATION COSTS**

13 The Settlement Administrator, Simpluris, Inc., requests **\$15,000** in compensation  
14 for its work in administering this case. (McCreedy Decl. ¶17.) At the time of  
15 preliminary approval, costs of settlement administration were capped at \$20,000  
16 (¶3.2.3). Class Members were provided with notice of this amount and did not object.  
17 (McCreedy Decl. ¶14, Exhibit A thereto.)

18 Accordingly, settlement administration costs are approved in the amount of  
19 **\$15,000.**

#### 20 21 **IV. CONCLUSION AND ORDER**

22 The Court hereby:

- 23 (1) Grants class certification for purposes of settlement;  
24 (2) Grants final approval of the settlement as fair, adequate, and reasonable;  
25 (3) Awards **\$135,666.67** in attorney fees to Class Counsel, HammondLaw, P.C.;

- 1 (4) Awards **\$14,111.86** in litigation costs to Class Counsel;
- 2 (5) Approves payment of **\$18,750** (75% of \$25,000 PAGA penalty) to the LWDA;
- 3 (6) Awards a **\$3,000** service award to Tabibian and a \$2,000 service award to
- 4 Knapp;
- 5 (7) Awards **\$15,000** in settlement administration costs to Simpluris, Inc.;
- 6 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
- 7 and containing the class definition, full release language, and the names of the
- 8 class members who opted out by 12/16/23;
- 9 (9) Orders class counsel to provide notice to the class members pursuant to
- 10 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
- 11 Code §2699 (1)(3); and
- 12 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
- 13 Settlement Funds for 8/27/24, at 8:30 am.
- 14
- 15 Final Report is to be filed by 8/27/24.
- 16
- 17 If there is unpaid residue
- 18 or unclaimed or abandoned class member funds and/or interest thereon to be
- 19 distributed to Bet Tzedek, Plaintiffs' counsel shall also submit an Amended
- 20 Judgment pursuant to Cal. Code of Civ. Pro. § 384 and give notice of the
- 21 Judicial Council of California upon entry of the Amended Judgment, when
- 22 entered, pursuant to Cal. Code of Civ. Pro. §384.5.

23 Dated: 12/16/23

Maren E. Nelson

MAREN E. NELSON

Judge of the Superior Court