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Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DFT, INC. WAGE AND HOUR CASES

Coordinated Actions:

ERIC BETANCES vs. DFT, INC. D/B/A
CANNON MANAGEMENT

ROXANA VALDEZ vs. DFT, INC. D/B/A
CANNON MANAGEMENT

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: JCCP4882

Honorable Yvette M. Palazuelos
Department SSC9

Superior Court of California, County of
Los Angeles: BC559751

Complaint Filed: October 6, 2014

Superior Court of California, County of
San Bernardino: CIVDS1605358

Complaint Filed: April 12, 2016

**SUPPLEMENTAL DECLARATION OF
EDWIN AIWAZIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT
PAYMENTS**

[Joint Supplemental Brief in Support of
Plaintiffs' Motion for Final Approval of
Class Action Settlement, Attorneys' Fees,
Costs, and Enhancement Payments;
Supplemental Declaration of Elizabeth
Kruckenberg; and [Revised Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Date: March 12, 2019
Time 10:00 a.m.
Department: SSC9

SUPPLEMENTAL DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiffs Eric Betances and Roxana Valdez ("Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

2. On December 26, 2018, Plaintiffs filed a Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and Enhancement Payments ("Motion for Final Approval"). On February 7, 2019, a hearing was held on Plaintiffs' Motion for Final Approval, during which the Court granted final approval of the Settlement on the condition that the parties provide additional information and submit revised settlement papers in conformity with the Court's written tentative ruling, a true and correct copy of which is attached hereto as "EXHIBIT A."

3. Per the Court's instruction, the parties in the above-entitled coordinated action executed Amendment No. 2 to Stipulation of Class Action and PAGA Settlement and Release ("Amendment No. 2"), a true and correct copy of which is attached hereto as "EXHIBIT B." A redline version of Amendment No. 2 showing how the original terms of the settlement have been revised is attached hereto as "EXHIBIT C."

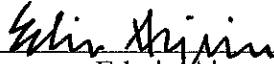
4. Attached hereto as "EXHIBIT D" is a true and correct copy of the Consent to Agreement Re: Allocation of Attorneys' Fees and Case Costs/Expenses executed by Plaintiffs Eric Betances and Roxana Valdez and Class Counsel.

5. Girardi & Keese paid a fee in the amount of \$4,950 to JAMS, Inc. for mediation on June 29, 2017 with Deborah Crandall Saxe, Esq. The mediation fees were split equally between the two (2) included actions in the coordinated proceeding, the actions entitled *Eric Betances v. DFT, Inc. d/b/a Cannon Management*, Los Angeles County Superior Court Case No. BC55975 ("*Betances Action*") and *Roxana Valdez v. DFT, Inc. d/b/a Cannon Management*, San Bernardino County Superior Court Case No. CIVDS1605358 ("*Valdez Action*"). Attached

1 hereto as "**EXHIBIT E**" is a true and correct copy of the Statement of Account issued by JAMS,
2 Inc.

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

5 Executed on this 21st day of February 2019, at Glendale, California.

6
7 

Edwin Aiwarzian

EXHIBIT A

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[TENTATIVE] RULING/ORDERS

DFT, Inc. Wage and Hour Cases, Case No. JCCP4882 (BC559751 & CIVDS1605358)

The Parties' motion for final approval of class action settlement is GRANTED on the condition that counsel address the following:

1. Provide the net amount to be distributed to class members after calculating the employer's share of payroll taxes.
2. Modify the cy pres provision to comply with Cal. Code of Civil Procedure §384, as revised in 2018. The Court's Omnibus Trailer Bill of 2018 replaced the language of the prior statutory distribution scheme under CCP §384 with a requirement that the Court re-open judgments following the final distribution of funds to include the cy pres in the judgment and to include the unclaimed amount, plus an unspecified amount of interest. As currently written, the parties' settlement agreement (§127) does not conform to this statutory scheme. Please Address.
3. Provide any agreement about how attorney fees will be paid, including fee splitting and whether the client has given written approval. (Mark v. Spencer (2008) 166 Cal.App.4th 219; Cal. Rules of Professional Conduct, §2-200; Cal. Rules of Court, rule 3.769.)
4. Provide clarification as to the mediation costs in this matter, Mr. Sherman's Declaration at Exhibit B has two identical mediation costs, both are in the amount of \$2,475 and both are dated 6/26/17. Counsel is to confirm if this is in error, and if so should adjust the requested costs accordingly.
5. File a proposed order and judgment with the class definition, full release language, and names of the individuals who opted out.

Supplemental papers to be filed, served and posted on February 21, 2019. Courtesy copies to the courtroom.

Court sets case management review for February 28, 2019, 8:30 a.m., Dept. 9. No appearances necessary.

Court continues final approval hearing to March 7, 2019, 10 a.m., Dept. 9. All counsel ordered to appear.

The Court Grants: (1) \$192,500 in fees to class counsel; (2) \$10,751.45 in costs to class counsel; (3) \$12,500 for enhancement awards to the class representatives (\$7,500 to Eric Betances and \$5,000 to Roxana Valdez); (4) \$9,500 for claims administration costs to Phoenix Settlement Administrators; and (5) \$22,500 (75% of \$30,000 PAGA penalty) to the LWDA.

BACKGROUND

Defendant is a property management company with at least five locations in California.

Betances v. DFT, Inc. D/B/A Cannon Management.

Plaintiff Eric Betances filed a Class Action Complaint against Defendant on October 6, 2014 in the Los Angeles Superior Court, Case No. BC559751 (the "Betances Lawsuit"). The complaint alleged causes of action for: (1) unpaid overtime; (2) unpaid meal period premiums; (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) final wages not timely paid; (6) wages not timely paid during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; and (1) violation of California Business & Professions Code §§ 17200, et seq.

Valdez v. DFT, Inc. D/B/A Cannon Management

Plaintiff Roxana Valdez filed a Complaint for Enforcement under PAGA against Defendant on April 12, 2016 in San Bernardino Superior Court, Case NO. CIVDS1605358 (the "Valdez Lawsuit").

On June 13, 2016, Defendant filed a Motion to Permit Filing of Petition for Coordination. On July 12, 2016, the San Bernardino Superior Court entered an order granting Defendant's Motion re Petition for Coordination.

DFT, Inc. Wage and Hour Cases

On August 4, 2016, Defendant filed a Petition for Coordination seeking the coordination of the Betances Lawsuit and the Valdez Lawsuit. On August 4, 2016, the Judicial Council of California filed an Order Assigning the Coordination Motion Judge. On September 27, 2016, the Court filed an Order granting Defendant's Petition for Coordination resulting the present coordinated proceeding.

On June 29, 2017, the Parties participated in a full-day mediation conducted by Deborah C. Saxe, Esq. With the aid of the mediator, the Parties ultimately reached this settlement to

resolve the lawsuits in their entireties. A fully executed copy of the Settlement Agreement is attached to the Declaration of Edward Aiwazian ("Aiwarzian Decl.") as Exhibit 1.

On June 13, 2018, the Court requested further briefing and continued the hearing for preliminary approval. In response, on June 22, 2018, counsel filed the Supplemental Declaration of Edward Aiwazian ("Aiwarzian Supp. Decl.") with Amendment No. 1 to the Settlement Agreement ("Amendment") attached as Exhibit A.

The Court granted Preliminary Approval of the Settlement Agreement and Amendment on July 6, 2018.

Now before the Court is Plaintiff's Motion for Final Approval.

SETTLEMENT CLASS DEFINITION

- "Putative Class" consist of the class defined in the *Betances* Complaint and *Valdez* Complaint, specifically all hourly-paid or non-exempt individuals employed by Defendant within the State of California between October 6, 2010 and the date on which the Court grants Preliminary Approval of the Settlement. (§32)
- Class Period is from October 6, 2010 to the date the Court grants preliminary approval of the settlement. (§14)
- "PAGA Class" shall consist of all allegedly aggrieved employees defined in the *Betances* Complaint and *Valdez* Complaint, specifically all Settlement Class Members who were employed by Defendant during the time period between October 6, 2013 and the date on which the Court grants Preliminary Approval of the Settlement. (§26)
- PAGA Period is from October 6, 2013 to the date on which the Court grants preliminary approval of the settlement. (§27)
- There are 886 Class Members and 882 Participating Class Members. (Declaration of Elizabeth Kruckenberg ("Kruckenberg Decl."), ¶¶6, 12.)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- The Maximum Settlement Amount is \$550,000, non-reversionary. (§14)
- The Net Settlement Amount (\$275,500) is the Maximum Settlement Amount minus the following:
 - Up to \$192,500 (35%) for attorney fees (§50);
 - Up to \$30,000 for litigation costs (§50);
 - Up to \$12,500 for two service awards (§51);

- \$7,500 to Eric Betances and \$5,000 to Roxana Valdez
 - o Estimated \$17,000 for claims administration (§52);
 - o \$22,500 (75% of \$30,000 PAGA penalty) to the LWDA (§128, 53); and
 - o _____ for Employer share of taxes (§68).
- There is no claims process.
- Allocation of Net Settlement Fund Among Class Members: The Net Settlement Amount will be apportioned to Putative Class Members based on the number of Workweeks attributed to them. Specific calculations of Settlement Shares and Individual Settlement Payments will be made as follows:
 - o The Settlement Administrator will calculate the total number of Workweeks worked by each individual Putative Class Member and the total number of Workweeks worked by all Putative Class Members ("Class Workweeks"). (§33.)
 - o To determine each Class Member's estimated Settlement Share, the Settlement Administrator will use the following formula: $\text{estimated Settlement Share} = (\text{Net Settlement Amount} \div \text{Class Workweeks}) \times \text{Workweeks}$.
 - o If any Putative Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion, the Settlement Administrator will proportionately increase the Settlement Share of each Settlement Class Member to ensure that the entire Net Settlement Amount is distributed to Settlement Class Members.
 - o The Settlement Share will be reduced by any required deductions for each Settlement Class Member as set forth herein, including the employer's and employee's share of payroll taxes or withholdings with respect to the wage portion of the Settlement Share. The amount that results is the "Individual Settlement Payment." (§55.)
- Individual PAGA Payments: The \$7,500 of the PAGA Settlement Amount to be paid to PAGA class members as Individual PAGA Payments will be allocated to PAGA Class Members as follows:
 - o The Settlement Administrator will calculate the total number of PAGA Workweeks of each individual PAGA Class Member ("Individual PAGA Workweeks") and the total number of PAGA Workweeks worked by all PAGA Class Members ("Total PAGA Workweeks").
 - o To determine each PAGA Class Member's Individual PAGA Payment, the Settlement Administrator will use the following formula: $\text{Individual PAGA Payment} =$

(\$7,500.00 - Total PAGA Workweeks) x Individual PAGA Workweeks. (§53.)

- o The remaining \$22,500 will be paid by the claims administrator to the LWDA.
- For tax purposes, individual settlement payments will be allocated 1/3 as wages, 1/3 as penalties, and 1/3 as interest. All individual PAGA payments will be allocated as penalties. (§71)
- Class members have 45 days from the mailing of the class notice to opt-out, object, or dispute their workweeks. (§36)
 - o If 5% or more of class members opt out, Defendant may rescind the settlement. (§81)
- Class members have 180 days to cash their checks. All uncashed checks will be distributed as follows: (a) 25% to the State Treasury for deposit in the Trial Court Improvement and Modernization Fund; and (b) 75% to the State Treasury for deposit into the Equal Access Fund of the Judicial Branch. (§27)
- The claims administrator will be Phoenix Settlement Administrators. (Declaration of Edwin Aiwasian ISO Preliminary Approval, §15.)
- **Scope of Release:** Upon the Effective Date, Class Representatives, and each Putative Class Member who has not submitted a timely and valid Request for Exclusion (i.e. Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged all Released Claims with respect to all of the Released Parties. (§76.a.)
 - o Released Claims means all allegations, claims, rights, demands, liabilities and causes of action of any nature and description, against Defendant and Released Parties (as defined in Paragraph 34 herein), under state, federal, or local law, whether statutory, constitutional, contractual, common law, and administrative law claims, made or which could have been made in the Action, based on the allegations in the Betances Complaint and the Valdez Complaint, and amendments thereto, from October 6, 2010 through the date the Court grants Preliminary Approval, including the following claims and any corresponding or related claims under the Fair Labor Standards Act: failure to pay for all hours worked, including but not limited to minimum wage and overtime hours; failure to provide meal periods and failure to pay associated premium payments; failure to provide rest breaks and failure to pay associated premium payments; failure to timely pay wages

- during employment; failure to reimburse business expenses; failure to keep accurate payroll records; failure to provide compliant wage statements; failure to timely pay all wages due at time of separation and associated waiting time penalties; failure to comply with the California Labor Code and associated PAGA civil penalties; and alleged violation of the California Business and Professions Code section 17200, et seq., including, but not limited to, injunctive relief, punitive damages, liquidated damages, penalties of any nature, interest, fees, and costs. (§33.)
- o Only those Settlement Class Members who cash, deposit, or otherwise negotiate their Individual Settlement Payment checks will be deemed to have opted in for purposes of the Fair Labor Standards Act ("FLSA") and to have, thereby, released the Released Parties of the Released Claims which arise under the FLSA. Individual Settlement Payment checks will state the following statement, or something substantially similar that is agreed to by the Parties: "If you cash, deposit, or otherwise negotiate this check, you will be deemed to have opted in for purposes of the Fair Labor Standards Act ("FLSA") and to have, thereby, released the Released Parties of the Released Claims which arise under the FLSA." (§76.b.)
 - o Plaintiffs are providing a general release and 1542 waiver. (§77.)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? Yes. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Deborah C. Saxe, Esq. After conducting investigations and formal and informal discovery and exchange of information, extensive settlement negotiations, and with the aid of the mediator's evaluations, the Parties have agreed that this case well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. (Declaration of Edwin Aiwazian ISO Preliminary Approval, §11.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Yes. Prior to and during the mediation and settlement discussions, the Parties exchanged class information, propounded and responded to extensive formal written discovery requests, engaged in an

extensive discussion regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, wage-and-hour enforcement, and PAGA representative claims, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. (*Ibid.*)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (*Id.* at ¶¶4-7.)

4. What percentage of the class has objected? Zero objectors. (Kruckenberg Decl., ¶10.)

B. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiffs' case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.)

<u>Claim</u>	<u>Maximum</u>	<u>Realistic</u>
Failure to Pay Overtime \$1,187,484.75	\$2,374,969.50	
Failure to Pay Minimum Wages \$791,656.50	\$1,583,313	
Failure to Provide Meal Periods \$791,656.50	\$1,583,313	
Failure to Provide Rest Periods \$1,583,313	\$3,166,626	
Waiting Time Penalties \$675,120	\$1,350,240	
Wage Statement Violations \$808,075	\$1,616,150	
Failure to Maintain Requisite Payroll Records --	--	
Unreimbursed Business Expenses \$218,388	\$436,775	
Unfair Business Practices --	--	
PAGA	\$461,250	\$230,625
Total	12,572,636.50	
\$6,286,318.75		

(Supplemental Declaration of Edwin Aiwazian ISO Preliminary Approval, ¶¶5-58.)

The \$550,000 gross settlement figure represents approximately 8.7% of the likely recovery damages class members could recover

through a class action lawsuit which is within the ballpark of reasonableness for a class action settlement.

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (*Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ["Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate."].

4. Amount offered in settlement. Plaintiff's counsel obtained a \$550,000 non-reversionary settlement. The \$550,000 settlement amount, after reduced by the requested deductions, leaves \$288,429.01 to be divided among approximately 882 class members. The resulting payments average \$327.02 per class member. [$\$288,429.01 / 882 = \327.02]

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. Class Counsel is of the opinion that the Class Settlement is fair, adequate, and reasonable. The settlement was negotiated and endorsed by class counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement.
Number of class members: 886, 719 of which were PAGA Class Members. (Kruckenberg Decl., ¶4.)
Number of notice packets mailed: 886 (*Id.* at ¶5.)
Number of undeliverable notices: 26 (*Id.* at ¶7.)
Number of opt-outs: 4 (*Id.* at ¶9.)
Number of objections: 0 (*Id.* at ¶10.)
Average individual payment: \$312.36 (*Id.* at ¶14.)
Highest estimated payment: \$1,155.95 (*Ibid.*)
Average individual PAGA payment: \$10.43 (*Id.* at ¶15.)
Highest estimated PAGA payment: \$27.65 (*Ibid.*)

C. Attorney Fees and Costs

Class Counsel, Lawyers For Justice, PC and Girardi & Keese request an award of **\$192,500** in fees and **\$24,570.99** in costs. (Motion ISO Final, 20:6-7; 32:15-16.) The Settlement Agreement provides for fees up to \$192,500 (35%) and costs up to \$30,000 (Settlement Agreement ¶50); class members were provided notice of the requested awards and none objected. (Kruckenberg Decl., ¶10, and Exhibit A thereto.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) Here, class counsel request attorney fees using the percentage method, with a lodestar crosscheck. (Motion ISO Final, pgs. 17-32.) In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents 35% of the gross settlement amount, which is slightly above the average generally awarded in class actions. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].)

Counsel has provided the following lodestar information:

Attorney	Rate	Hours	Total
Lawyers For Justice, PC	\$500	429.35	\$214,675
Girardi & Keese	\$500	137.55	\$68,775
TOTAL		566.90	\$283,450

(Motion ISO Final, 23:26-24:3; Aiwazian Decl. ISO Final, ¶12, and Exhibit A thereto; Sherman Decl. ISO Final, ¶8 and Exhibit A thereto.)

Here, Class Counsel's lodestar fee of \$283,450 based upon the collective 566.90 hours worked and applying a reasonable rate of \$500 per hour, is greater than the \$192,500 sought for attorneys' fees in this case, and would require a negative multiplier. (Motion ISO Final, 31:3-8.)

[Fee Split?]

As for costs, Class Counsel is requesting **\$24,570.99** (\$11,931.73 to Lawyers For Justice and \$12,639.26 for Girardi & Keese) in costs. (Motion ISO Final, 32:15-16; Aiwazian Decl., ISO Final, ¶20 and Exhibit B thereto; Sherman Decl. ISO Final,

¶11 and Exhibit B thereto.) This is less than the \$30,000 cap provided for in the Settlement Agreement (¶50); for which Class Members were given notice and deemed unobjectionable. (Kruckenberg Decl., ¶10 and Exhibit A thereto.)

To date, Class Counsel have incurred a total of **\$24,570.99** (\$11,931.73 by Lawyers For Justice and \$12,639.26 by Girardi & Keese) in costs. (Motion ISO Final, 32:15-16; Aiwazian Decl., ISO Final, ¶20 and Exhibit B thereto; Sherman Decl. ISO Final, ¶11 and Exhibit B thereto.)

The costs include, but are not limited to, mediation fees (\$4,950 [two fees reflected in Exhibit B to Sherman Decl ISO Final, both in the amount of \$2,475 for mediations and both dated 6/26/17, counsel needs to confirm if this is in error], court reporter fees (\$5,350.29), filing fees (\$1,604.35), and attorney service fees (\$5,453.50). (Ibid.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the award is **\$192,500** in attorney's fees and **\$24,570.99** in costs.

D. Incentive Award to Class Representative

The Class Representatives seek Enhancement Payments in the amount of \$7,500 to Plaintiff Eric Betances and \$5,000 to Plaintiff Roxana Valdez. (Aiwazian Decl. ISO Final, ¶21.)

Plaintiff Betances' s contributions to this litigation include contacting counsel, investigating complex lawsuits, providing all information to counsel, producing documents to counsel, reviewing documents, answering questions, speaking with other employees, identifying witnesses, reviewing discovery responses, attending a day and a half of deposition, reviewing his testimony, and reviewing the settlement agreement. (Betances Decl., ¶¶2-7.) Mr. Betances estimates spending at least 40 hours in connection with this litigation. (Ibid.)

Plaintiff Valdez's contributions to this litigation include contacting counsel, investigating complex lawsuits, providing all information to counsel, producing documents to counsel, reviewing documents, answering questions, speaking with other employees, identifying witnesses, reviewing discovery responses, attending a full day of deposition, reviewing her testimony, and reviewing the settlement agreement. (Valdez Decl., ¶¶2-5.) Ms. Valdez estimates spending at least 46 hours in connection with this litigation. (Ibid.)

Based on the above, as well as the benefits obtained on behalf of the class, the court grants the enhancement payments in the requested amounts of **\$12,500** (\$7,500 to Plaintiff Eric Betances and \$5,000 to Plaintiff Roxana Valdez.)

E. Claims Administration Costs

The claims administrator, Phoenix Settlement Administrators is requesting **\$9,500** for the costs of settlement administration. (Kruckenberg Decl., ¶16.) This is less than the estimated cost of \$17,000 provided for in the Settlement Agreement (¶52) and disclosed to class members in the Notice, to which there were no objections. (Kruckenberg Decl., ¶10 and Exhibit A thereto.)

Based on the above, the court awards costs in the requested amount of **\$9,500**.

MOVING PARTY TO GIVE NOTICE TO ALL PARTIES.

IT IS SO ORDERED.

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

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Attorneys for Defendant

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DFT, INC. WAGE AND HOUR CASES

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CANNON MANAGEMENT

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Honorable Yvette M. Palazuelos
Department SSC9

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Angeles: BC559751

Complaint Filed: October 6, 2014

Superior Court of California, County of San
Bernardino: CIVDS1605358

Complaint Filed: April 12, 2016

**AMENDMENT NO. 2 TO STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

1 Plaintiffs Eric Betances and Roxana Valdez ("Plaintiffs" or "Class Representatives"), on
2 behalf of themselves and all others similarly situated, and Defendant DFT, Inc. dba Cannon
3 Management ("Defendant"), pursuant to Paragraph 89 of the Stipulation of Class Action and PAGA
4 Settlement and Release entered into on or about May 31, 2018 ("Original Agreement") as amended
5 by Amendment No. 1 to Stipulation of Class Action and PAGA Settlement and Release (collectively,
6 "Settlement Agreement"), hereby agree to **amend and supplant** the Settlement Agreement as stated
7 herein, and the amendments stated herein are incorporated in the Settlement Agreement by this
8 reference:

9 **Section 69 of the Original Agreement is hereby amended to state as follows:**

10 Uncashed Checks. Any Individual Settlement Payment checks issued by the
11 Settlement Administrator to Settlement Class Members and Individual PAGA
12 Payment checks issued by the Settlement Administrator to PAGA Class Members
13 will be valid and negotiable for at least one hundred eighty (180) calendar days after
14 they are issued. After the expiration of the 180-day period, the Settlement
15 Administrator will prepare a report regarding the distribution of the Maximum
16 Settlement Amount, including the total amount that was actually paid to Settlement
17 Class Members and PAGA Class Members and the total amount that was not cashed
18 or deposited ("Final Report"), to be filed with the Court. After the Final Report is
19 filed, the funds represented by settlement checks returned as undeliverable and those
20 settlement checks that have not been cashed or deposited for more than one hundred
21 eighty (180) calendar days after issuance will be transmitted in conformity with
22 California Code of Civil Procedure section 384, to LA Family Housing.

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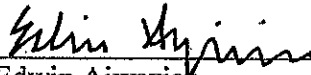
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1 THE PARTIES HAVE AGREED TO AMENDMENT OF THE SETTLEMENT AGREEMENT
2 AS STATED HEREIN, BY AND THROUGH THEIR UNDERSIGNED COUNSEL.

3 Dated: February 20, 2019

LAWYERS for JUSTICE, PC

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5 
6 Edwin Aiwazian
7 Joanna Ghosh
8 Attorneys for Plaintiffs and the Class

9 Dated: February 20, 2019

JACKSON LEWIS P.C.

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11 Frank M. Liberatore
12 Eric J. Gitig
13 Attorneys for Defendant
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EXHIBIT C

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JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017
Tel: (213) 689-0404 / Fax: (213) 689-0430

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DFT, INC. WAGE AND HOUR CASES

Coordinated Actions:

ERIC BETANCES vs. DFT, INC. D/B/A
CANNON MANAGEMENT

ROXANA VALDEZ vs. DFT, INC. D/B/A
CANNON MANAGEMENT

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO: JCCP4882

Honorable Yvette M. Palazuelos
Department SSC9

Superior Court of California, County of Los
Angeles: BC559751

Complaint Filed: October 6, 2014

Superior Court of California, County of San
Bernardino: CIVDS1605358

Complaint Filed: April 12, 2016

**AMENDMENT NO. 2 TO STIPULATION
OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

1 Plaintiffs Eric Betances and Roxana Valdez ("Plaintiffs" or "Class Representatives"), on
2 behalf of themselves and all others similarly situated, and Defendant DFT, Inc. dba Cannon
3 Management ("Defendant"), pursuant to Paragraph 89 of the Stipulation of Class Action and PAGA
4 Settlement and Release entered into on or about May 31, 2018 ("Original Agreement") as amended
5 by Amendment No. 1 to Stipulation of Class Action and PAGA Settlement and Release (collectively,
6 "Settlement Agreement"), hereby agree to **amend and supplant** the Settlement Agreement as stated
7 herein, and the amendments stated herein are incorporated in the Settlement Agreement by this
8 reference:

9 **Section 69 of the Original Agreement is hereby amended to state as follows:**

10 Uncashed Checks. Any Individual Settlement Payment checks issued by the
11 Settlement Administrator to Settlement Class Members and Individual PAGA
12 Payment checks issued by the Settlement Administrator to PAGA Class Members
13 will be valid and negotiable for at least one hundred eighty (180) calendar days after
14 they are issued. ~~Those~~ After the expiration of the 180-day period, the Settlement
15 Administrator will prepare a report regarding the distribution of the Maximum
16 Settlement Amount, including the total amount that was actually paid to Settlement
17 Class Members and PAGA Class Members and the total amount that was not cashed
18 or deposited ("Final Report"), to be filed with the Court. After the Final Report is
19 filed, the funds represented by settlement checks returned as undeliverable and those
20 settlement checks that have not been cashed or deposited for more than one hundred
21 eighty (180) calendar days after issuance (together, "Unused Funds"), will be
22 tendered/transmitted in conformity with California Code of Civil Procedure section
23 384, ~~as follows: 25% to the State Treasury for deposit in the Trial Court~~
24 ~~Improvement and Modernization Fund; and 75% to the State Treasury for deposit~~
25 ~~into the Equal Access Fund of the Judicial Branch. The Settlement Administrator~~
26 ~~shall prepare a report regarding the distribution of the Unused Funds pursuant to~~
27 ~~California Code of Civil Procedure section 384, as ordered by the Court to LA~~
28 Family Housing.

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THE PARTIES HAVE AGREED TO AMENDMENT OF THE SETTLEMENT
AGREEMENT AS STATED HEREIN, BY AND THROUGH THEIR UNDERSIGNED
COUNSEL.

Dated: February ____, 2019

LAWYERS *for* JUSTICE, PC

Edwin Aiwazian
Joanna Ghosh
Attorneys for Plaintiffs and the Class

Dated: February ____, 2019

JACKSON LEWIS P.C.

Frank M. Liberatore
Eric J. Gitig
Attorneys for Defendant

EXHIBIT D

CONSENT TO AGREEMENT RE: ALLOCATION OF ATTORNEYS' FEES AND CASE COSTS/EXPENSES

Eric Betances and Roxana Valdez each state as follows:

1. I have been advised in writing that Lawyers *for* Justice, PC and Girardi & Keese (collectively, "Attorneys") have entered into a proposed agreement to share attorneys' fees awarded by the Court or generated as a result of the actions entitled *Eric Betances v. DFT, Inc. d/b/a Cannon Management*, Los Angeles County Superior Court Case No. BC559741 and *Roxana Valdez v. DFT, Inc. d/b/a Cannon Management*, San Bernardino County Superior Court Case No. CIVDS1605358, both of which are coordinated under the action entitled *DFT, Inc. Wage and Hour Cases*, Los Angeles County Superior Court Case No. JCCP4882.

2. I understand that, unless otherwise ordered by the Court, the Attorneys will divide any attorneys' fees awarded by the Court or generated as a result of the cases, as follows:

Lawyers <i>for</i> Justice, PC	80%
Girardi & Keese	20%

3. I understand that the retainer agreement I entered into with the attorneys will not be increased as a result of this proposed agreement by the attorneys to share fees.

4. My attorneys have answered any and all questions that I have about the proposed attorneys' fee division. I understand the proposed attorneys' fee division fully.

The undersigned hereby consent to the proposed attorneys' fee division.

Dated: Feb 11, 2019


Eric Betances (Feb 11, 2019)

Eric Betances

Dated: _____

Roxana Valdez

Dated: _____

Lawyers *for* Justice, PC

Dated: _____

Girardi & Keese

CONSENT TO AGREEMENT RE: ALLOCATION OF ATTORNEYS' FEES AND CASE COSTS/EXPENSES

Eric Betances and Roxana Valdez each state as follows:

1. I have been advised in writing that Lawyers for Justice, PC and Girardi & Keese (collectively, "Attorneys") have entered into a proposed agreement to share attorneys' fees awarded by the Court or generated as a result of the actions entitled *Eric Betances v. DFT, Inc. d/b/a Cannon Management*, Los Angeles County Superior Court Case No. BC559741 and *Roxana Valdez v. DFT, Inc. d/b/a Cannon Management*, San Bernardino County Superior Court Case No. CIVDS1605358, both of which are coordinated under the action entitled *DFT, Inc. Wage and Hour Cases*, Los Angeles County Superior Court Case No. JCCP4882.

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Girardi & Keese	20%

3. I understand that the retainer agreement I entered into with the attorneys will not be increased as a result of this proposed agreement by the attorneys to share fees.

4. My attorneys have answered any and all questions that I have about the proposed attorneys' fee division. I understand the proposed attorneys' fee division fully.

The undersigned hereby consent to the proposed attorneys' fee division.

Dated: _____

Eric Betances

Dated: 02/13/2019



Roxana Valdez

Dated: _____

Lawyers for Justice, PC

Dated: _____

Girardi & Keese

**CONSENT TO AGREEMENT RE: ALLOCATION OF ATTORNEYS' FEES AND CASE
COSTS/EXPENSES**

Eric Betances and Roxana Valdez each state as follows:

1. I have been advised in writing that Lawyers *for* Justice, PC and Girardi & Keese (collectively, "Attorneys") have entered into a proposed agreement to share attorneys' fees awarded by the Court or generated as a result of the actions entitled *Eric Betances v. DFT, Inc. d/b/a Cannon Management*, Los Angeles County Superior Court Case No. BC559741 and *Roxana Valdez v. DFT, Inc. d/b/a Cannon Management*, San Bernardino County Superior Court Case No. CIVDS1605358, both of which are coordinated under the action entitled *DFT, Inc. Wage and Hour Cases*, Los Angeles County Superior Court Case No. JCCP4882.

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The undersigned hereby consent to the proposed attorneys' fee division.

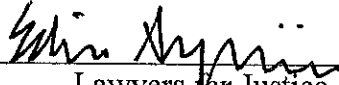
Dated: _____

Eric Betances

Dated: _____

Roxana Valdez

Dated: February 14, 2019



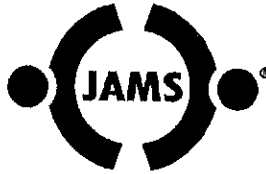
Lawyers *for* Justice, PC

Dated: February 14, 2019



Girardi & Keese

EXHIBIT E



STATEMENT OF ACCOUNT

Statement Date
02/08/19

TO: V. Andre Sherman, Esq.
Girardi & Keese
1126 Wilshire Blvd.
Los Angeles, CA 90017

Reference #: 1220056501 ML
Billing Specialist: Nicholaus Mindiola
Email: NMindiola@jamsadr.com
Telephone: 949-224-4626
Employer ID: 68-0542699

RE: DFT, Inc. Wage and Hour Cases

Representing: Roxana Valdez
Eric Betances

Neutra(s): Deborah Crandall Saxe Esq.

Hearing Type: Mediation

REP# 3

Date	Description	Charges	Credits	Balance
05/18/17	INVOICE #0004039608-220	4,950.00		4,950.00
07/05/17	CK #318866 Paid By: Girardi & Keese		4,950.00	0.00
07/05/17	PAYMNT REVSL #318866		(4,950.00)	4,950.00
07/05/17	CK #318866 Paid By: Girardi & Keese		4,950.00	0.00

Outstanding Balance: 0.00

YOUR ACCOUNT BALANCE IS DUE UPON RECEIPT
Please make checks payable to JAMS, Inc.

Standard mail:
P.O. Box 845402
Los Angeles, CA 90084

Overnight mail:
18881 Von Karman Ave. Suite 350
Irvine, CA 92612