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22CV400275
Santa Clara – Civil

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July 11, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV400275
By: moffhaus

M. Offhaus

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

KIRSTINN BOUR, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

GLOBAL SPECTRUM, LP; OAK VIEW GROUP, LLC; and DOES 1 through 20, inclusive,

Defendants.

Case No. 22CV400275

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

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

Date: September 11, 2024
Time: 1:30 p.m.
Dept: 19

The above-entitled action came on for hearing before the Honorable Theodore C. Zayner on June 4, 2025, at 1:30 p.m. in Department 19. The court adopted the tentative ruling as follows:

I. Introduction

This is a class and representative action arising out of alleged wage and hour violations. Plaintiff Kirstinn Bour (Plaintiff) initiated this action on July 12, 2022 by filing a class action complaint against Defendants Global Spectrum, LP and Oak View Group, LLC (Defendants). On November 10, 2022, Plaintiffs filed the operative First Amended Class Action Complaint (FAC), setting forth 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 reimburse business expenses;
(6) failure to provide accurate itemized wage statements;
(7) failure to pay wages timely during employment;
(8) failure to pay all wages due upon employment;
(9) violation of Business & Professions Code 17200, et seq.; and
(10) enforcement of Labor Code 2698, et seq. (PAGA).

The parties have reached a settlement. On September 20, 2024, the court issued an order granting the motion for preliminary approval of the settlement and setting a final approval hearing for June 4, 2025. Plaintiff's unopposed motion for final approval of the settlement is now before the court.

II. Legal Standard

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 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 burden is on the proponent of the settlement to show that it is fair and reasonable. However a presumption of fairness exists where: (1) the settlement is reached through arm s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (Wershba, supra, 91 Cal.App.4th at p. 245, citation omitted.)

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.)

Like 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 considering 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, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

III. Terms and Administration of Settlement

This case has been settled on behalf of the following class:

[A]ll current and former non-exempt employees employed by Defendants in the State of California during the Class Period [January 16, 2018 through September 21, 2023].

(Declaration of Lisa B. Iturriaga (Iturriaga Dec.), Ex. 1 (Agreement), 1.5, 1.12.)

The settlement also includes a subset PAGA class of Aggrieved Employees defined as all current and former non-exempt employees employed by Defendants in the State of California at any time during the PAGA Period [July 12, 2021 through September 21, 2023]. (Agreement, 1.4, 1.31.)

According to the terms of the settlement, Defendant will pay a gross settlement amount of $447,500. (Agreement, 1.22, 3.1.) The gross settlement amount includes a service payment to Plaintiff of $12,500, attorney fees up to 35% of the gross settlement amount ($156,625), litigation costs not to exceed $25,000, settlement administration costs to exceed $7,950, a PAGA allocation of $35,000 (with 75% allocated to the LWDA and 25% allocated to Aggrieved Employees). (Id. at 3.2.1-3.2.3, 3.2.5.) The net settlement amount will be distributed to participating class members on a pro rata basis according to the number of workweeks they were employed by Defendant. (Id. at 3.2.4.) Similarly, payments to Aggrieved Employees will be distributed on a pro rata basis according to the number of pay periods worked. (Id. at 3.2.5.1.) Pursuant to the Stipulation to Amend filed on September 10, 2024, funds from settlement checks remaining uncashed after the void date will be sent to Legal Aid at Work as the court-approved cy pres recipient pursuant to the Code of Civil Procedure section 384.

In exchange for the settlement, the class members agree to release Defendant, 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. (Agreement, 1.41, 6.2.) Aggrieved Employees agree to release Defendant, and related entities and persons, from all claims for PAGA civil penalties that were alleged based on facts pleaded in the FAC and the LWDA notice. (Id. at 1.41, 6.3.) Plaintiffs also agree to comprehensive general release. (Id. at 6.1.) The scope of the release provisions are appropriately tied to the factual allegations in the complaint. (See Amaro Arean Management, LLC (2021) 69 Cal.App.5th 521, 538.)

In its order granting preliminary approval of the settlement, the court approved CPT Group Class Action Administrators (CPT Group) as the settlement administrator. On November 27, 2024, Phoenix received a data file from defense counsel containing the names and information of each California Class and FLSA Collective Member. (Declaration of Tanner Nicodemus (Nicodemus Decl.), 5.) The mailing list contained 337 class members, 324 of whom are also identified as PAGA aggrieved employees. (Ibid.) On February 4, 2025, the notice packets were mailed to all class members, and the notices indicate that the response deadline was April 5, 2024. (Id. at 7.) As of the date of Mr. Nicodemus s declaration, April 30, 2025, six notice packets remain undeliverable. (Id. at 8.) As of the same date, CPT Group has not received any workweek disputes, written objections, or requests for exclusion. (Id. at 10-12.) CPT Group estimates that the average individual settlement payment will be approximately $683.92, and the average individual PAGA payment will be approximately $27.01. (Id. at 17-18.) The notice process has now been completed.

At preliminary approval, the court found the settlement to be fair and reasonable. Given that there are no objections, it finds no reason to deviate from that finding now. Accordingly, the court finds that the settlement is fair and reasonable for purposes of final approval.

IV. Enhancement Awards, Attorney Fees and

Plaintiff requests an incentive award of $12,500.

The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These incentive awards to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit. (Cellphone Termination Fee Cases (2010) 186 Cal.App.4th 1380, 1394-1395, quotation marks, brackets, ellipses, and citations omitted; see also Covillo v. Specialty s Caf (N.D.Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff undertakes a significant reputational risk in bringing an action against an employer].).

Plaintiff submitted a declaration describing her participation in this action. (Declaration of Kristinn Bour, 8-17.) Plaintiff states her participation has included communicating with her attorneys, gathering documents, responding to discovery and requests for information, preparing for mediation, and reviewing key documents. (Id. at 8-11.) She states that she delayed potential recovery by pursuing this action on a class basis and that she knowingly undertook risk to her future employment by attaching her name to this case. (Id. at 14-16.) Plaintiff estimates she has spent approximately 40 hours of her time on this litigation, not including time that may be spent on future tasks. (Id. at 17.)

Plaintiff has spent time on this action and undertaken risk by attaching her name to this case because it might impact her future employment. She has also agreed to a comprehensive release. While the court agrees that a service award is justified, the amount requested is more than the court normally awards in similar circumstances. Accordingly, the court approves a service award to Plaintiff in the amount of $10,000.

Class counsel seeks an attorney fee award of $149,166.67 (one third of the gross settlement amount). (Motion, pp. 8:10 15:27.) Counsel asserts that the requested fee award is within the range of reasonableness, that it is supported by the circumstances of the case and the contingency basis of the representation, and that a lodestar cross-check confirms the reasonableness of the requested fee award. (Ibid.; Declaration of Jessica L Campbell (Campbell Decl.), 44 48.) Counsel submits that it current lodestar in this action is $123,837.50, based on a total of 158.2 hours billed at rates of $500 per hour and $950 per hour. (Campbell Decl., 45 46.) This results in a multiplier of 1.2, which is within the range of multipliers that California courts have found to be reasonable. (See 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].)

The benefits achieved by the settlement justify an award of attorney fees to class counsel. The court finds that the requested attorney fee award is reasonable as a percentage of the common fund and approves an attorney fee award in the requested amount.

Class counsel requests reimbursement of litigation costs in the amount of $12,401.85 and presents an itemized list supporting that figure. (Motion, p. 16:1-10.); Campbell Decl., 48 and Ex. 2.) This is less than the $25,000 provided for in the settlement. Accordingly, the court approves reimbursement of litigation costs in the requested amount. The settlement administration costs are also approved in the requested amount of $7,950, which is less than the $15,000 maximum set by the agreement. (See Nicodemus Decl., 19.)

V. Conclusion

The motion for final approval of class and representative action settlement is GRANTED. The Court sets a compliance hearing for March 4, 2026 at 2:30 p.m. in Department 19.

DATED: July 11, 2025

Honorable Theodore C. Zayner
JUDGE OF THE SUPERIOR COURT

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 July 8, 2025, I served the foregoing document entitled:

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

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:

Donald P. Sullivan (State Bar No. 191080) Isabella L. Shin (State Bar No. 294937) **JACKSON LEWIS P.C.** 50 California Street, 9th Floor San Francisco, California 94111 *Attorneys for Defendants:* GLOBAL SPECTRUM, LP and OAK VIEW GROUP, LLC	Donald.Sullivan@jacksonlewis.com Isabella.Shin@Jacksonlewis.com fatimah.sikin@jacksonlewis.com marianne.solano@jacksonlewis.com valynn.castro@jacksonlewis.com sfdocket@jacksonlewis.com

☐ **(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 July 8, 2025, at Irvine, California.

Joanne Roberts

Joanne Roberts