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ATTORNEY FOR *(name)*: Chandria Jean

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
STREET ADDRESS: 1221 Oak Street
MAILING ADDRESS: 1221 Oak Street
CITY AND ZIP CODE: Oakland 94612
BRANCH NAME: 24CV102594

PLAINTIFF/PETITIONER: Chardriana Jean
DEFENDANT/RESPONDENT: Woodruff-Sawyer & Co.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: 24CV102594

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: February 3, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: February 4, 2026

Alexandra Rose
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

▶ (SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

NOTICE OF ENTRY OF JUDGMENT OR ORDER

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
Rene C. Davidson Courthouse

CHARDRIANA JEAN Plaintiff/Petitioner(s) vs. WOODRUFF-SAWYER & CO Defendant/Respondent(s)	No. 24CV102594 Date: 02/03/2026 Time: 2:30 PM Dept: 21 Judge: S. Raj Chatterjee ORDER re: Hearing on Motion - Other Final Approval of Class Action and PAGA Settlement; filed by CHARDRIANA JEAN (Plaintiff) CRS# 542655867705 filed by CHARDRIANA JEAN (Plaintiff) on 01/09/2026

Prior to the hearing, the Court issued a tentative ruling, which was not contested and was affirmed as set forth below.

The Motion for Final Approval of Settlement filed by CHARDRIANA JEAN on 01/09/2026 is Granted.

The motion of plaintiffs for final approval of class action and PAGA settlement is GRANTED.

APPROVAL OF THE SETTLEMENT

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of $849,000.00. The settlement agreement states there will be attorneys' fees of up to $297,150.00 (35%), costs of up to $20,000, Service Payment of $7,500 to Plaintiff, a PAGA payment of $33,960 ($22,074.00, to the LWDA), and administrative expenses of up to $8,000. After these expenses the amount available to be distributed to the Class would be $482,390. There are an estimated 170 Class Members, so the average net recovery for each class member would be $283.

The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate. There have been no objections to or requests to opt-out.

The proposed class is appropriate for class certification.
The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.
The scope of the LWDA's release for claims asserted under the PAGA is appropriate. The PAGA release does not release claims by the aggrieved employees. The scope of the LWDA's release is limited to the scope of the PAGA notice letter. (LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.)
The scope of the class release is appropriate. The scope of the class release is limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (Hesse v. Sprint Corp. (9th Cir. 2010) 598 F.3d 581, 590.) (See also Hendricks v. Starkist Co (N.D. Cal. 2016) 2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].) The scope of the class release does not include a release of the LWDA's claims.
The Court notes and approves of the plan to distribute the settlement funds with no claims process.

The unclaimed funds will be distributed to Legal Aid at Work. This is consistent with CCP 384. Counsel has provided a declaration in support of the motion that provides the information required by CCP 382.4.

APPROVAL OF FEES, COSTS, AND SERVICE AWARD

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms. (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court starts with its benchmark, then cross-checks with the lodestar, and makes adjustments if the benchmark is significantly different from the lodestar. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 505 ["If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted"].)

The Ninth Circuit's benchmark is 25%. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495.)

When using the percentage of recovery approach, this court's benchmark for fees is 30% of a total fund. Courts have benchmarks ranging from 25% to 33%. Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175; Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 557 fn 13; Chavez v. Netflix, Inc. (2008) 162 Cal.App.4th 43, 66 fn 11; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175.)

The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v. Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

The benchmark of 30% of $849,000 suggests fees of $254,700.

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

Counsel assert they spent approximately 270 hours on the case. This is reasonable.

The court finds that a blended rate of $600 is appropriate for the case. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 708-709 [blended rate of $550]; Espejo v. Copley Press, Inc. (2017) 13 Cal.App.5th 329, 337 [blended rate of $500/hour]; 569 East County Boulevard LLC v. Backcountry Against the Dump, Inc. (2016) 6 Cal.App.5th 426, 438-440 fn 14, fn 16 [blended rate of $275].) Regarding the amount of the blended rate, the court considers the evidence and its own knowledge and familiarity with the legal market. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 709.) The court takes judicial notice of the rates for counsel in the USAO Fitzpatrick Matrix on "Hourly Rates ($) for Legal Fees for Complex Federal Litigation in the District of Columbia." The court takes judicial notice of the Laffey matrix. (http://www.laffeymatrix.com/) The court gives little weight to the anecdotal fee awards of other trial judges. Counsel can selectively present fee awards that indicate the highest hourly billing rates.
The court recently reviewed and reaffirmed its use of a blended rate of $550. (Harris v. Southern New Hampshire University (2023) 2023 WL 3605289.)

The court will use a blended rate of $600 per hour.

This results in a lodestar of $162,000.

The court applies a 1.2 multiplier for risk. When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. With a fee shifting statute, counsel has the risk of proving liability but if counsel proves liability, then the fees shift to the defendant with little to no consideration of the amount of the client's monetary recovery. (Weeks v. Baker & McKenzie

(1998) 63 Cal.App.4th 1128, 1174.) For example, a nominal damage recovery will result in counsel recovering "reasonable attorneys' fees" that could far exceed the award of damages. (Harman v. City and County of San Francisco (2007) 158 Cal.App.4th 407, 419 [jury awarded plaintiff $30,300, counsel recovered $1,113,905.40 in fee-shifted fees]; Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007 [client recovered $1, counsel recovered $87,525 in fee-shifted fees].) There was a fee shifting provision. (E.g. Labor Code 2802) This results in a multiplier adjusted lodestar of $194,400.

Considering the percentage analysis fees of $254,700 and the multiplier adjusted lodestar fees of $194,400, the court will award fees of $254,700. This is the Court's benchmark. The Court does not find any facts that warrant a departure from its benchmark, either upwards or downwards. The award of fees is appropriate to compensate counsel in this case, to incentivize the prosecution of meritorious cases, and does not result in an unreasonable windfall to counsel at the expense of their clients.

The court approves costs of $18,212.64.

The court approves actual settlement administration costs of $8,000.

The court approves a service award of $7,500 to each Plaintiff. Plaintiffs submitted declarations with evidence regarding the nature of participation in the action, including a description of specific actions and the amount to time committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.)

SETTLEMENT ADMINISTRATION

"The settlement-fund proceeds, having been generated by the value of the class members' claims, belong solely to the class members." (Klier v. Elf Atochem North America, Inc. (5th Cir. 2011) 658 F.3d 468, 474.) "Ultimately, "[t]he goal of any distribution method is to get as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible."" (In re LIBOR-Based Financial Instruments Antitrust Litigation (S.D.N.Y. 2018) 327 F.R.D. 483, 496.) If there are unclaimed funds after an initial distribution to the class members, then the Court can order a second distribution to the class members who cashed their initial checks. (4 Newberg & Rubenstein on Class Actions (6th ed. 2022) §§ 12:28, 12:30.)

The Court ORDERS that the settlement checks are void 90 days after mailing.

The Court ORDERS that a compliance hearing on final distribution is set for 6/1/26.

The Court ORDERS that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting. If there are significant uncashed checks after the initial distribution, then class counsel may propose a second distribution to the persons who cashed the first checks. Based on information provided by the claims administrator, the court might order a second distribution.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time release funds to the cy pres beneficiary and any hold-back of attorney fees.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

Plaintiff may submit a proposed order if necessary. The court will sign any proposed order, which is modified by this order.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated : 02/03/2026

Somnath Raj Chatterjee

S. Raj Chatterjee / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
Rene C. Davidson Courthouse, Department 21

JUDICIAL OFFICER: HONORABLE S. RAJ CHATTERJEE

Courtroom Clerk: Belinda Mercado | CSR: None

24CV102594 | February 3, 2026 2:30 PM

JEAN
vs
WOODRUFF-SAWYER & CO

MINUTES

NATURE OF PROCEEDINGS: Hearing on Motion - Other Final Approval of Class Action and PAGA Settlement; filed by CHARDRIANA JEAN (Plaintiff) CRS# 542655867705 filed by CHARDRIANA JEAN (Plaintiff) on 01/09/2026

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The court approves costs of $18,212.64.

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The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP

384.5; Govt Code 68520.)

Plaintiff may submit a proposed order if necessary. The court will sign any proposed order, which is modified by this order.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

By: B. Mercado, Deputy Clerk

Minutes of: 02/03/2026
Entered on: 02/03/2026

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On February 4, 2026, I served a copy of the following document(s):

- **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

On the interested parties as follows:

Regan M. Heslop
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615
Telephone: (415) 394-9400
Facsimile: (415) 394-9401
Emails: Regan.Heslop@jacksonlewis.com
Douglas.Johnston@jacksonlewis.com
Andrew.Mailhot@jacksonlewis.com
Sterling.George@jacksonlewis.com

Attorneys for Defendant, WOODRUFF-SAWYER & CO.

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *lbautista@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 4, 2026 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista