

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

DEAN J. MAGBAG, individually and on behalf of all others similarly situated,	)	Case No.: 22CV402960
	)	
Plaintiff,	)	
	)	ORDER GRANTING PLAINTIFF'S
v.	)	MOTION FOR FINAL APPROVAL OF
	)	CLASS ACTION AND PAGA
	)	SETTLEMENT
	)	
SPARTRONICS IRVINE, LLC, et al.,	)	
	)	
Defendants.	)	

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Dean J. Magbag ("Plaintiff") alleges that defendants Spartronics Irvine, LLC and Spartronics Milpitas, Inc. and Epiqore (collectively, "Defendants") committed various wage and hour violations. Before the Court is Plaintiff's motion for final approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the First Amended Class Action Complaint ("FAC"), Plaintiff was formerly employed by Defendants as a non-exempt, hourly paid employee. He alleges that Plaintiffs failed to: pay all wages due (including minimum and overtime wages); provide lawful meal periods or compensation in lieu thereof; authorize or permit lawful rest

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1 breaks or provide compensation in lieu thereof; reimburse necessary business-related costs;
2 provide accurate itemized wage statements; timely pay wages during employment; and pay all
3 wages due upon separation of employment. (FAC, ¶ 4.)

4 Plaintiff initiated this action on September 9, 2022, and filed the operative FAC on
5 January 17, 2023, asserting the following causes of action: (1) failure to pay minimum wages;
6 (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to permit rest
7 breaks; (5) failure to reimburse business expenses; (6) failure to provide itemized wage
8 statements; (7) failure to timely pay wages during employment; (8) failure to pay all wages due
9 upon separation of employment; (9) violation of Business & Professions Code § 17200; and (10)
10 PAGA penalties.

11 The parties reached a settlement and Plaintiff moved for preliminary approval of the
12 settlement, which the Court granted and thereafter entered a formal order memorializing its
13 decision. Now before the Court is the unopposed motion for final approval of the settlement
14 agreement.

15 **II. LEGAL STANDARD**

16 Generally, “questions whether a settlement was fair and reasonable, whether notice to the
17 class was adequate, whether certification of the class was proper, and whether the attorney fee
18 award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*
19 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), citing *Dunk v. Ford Motor Co.*
20 (1996) 48 Cal.App.4th 1794 (*Dunk*).)

21 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
22 should consider relevant factors, such as “the strength of plaintiffs’ case, the risk, expense,
23 complexity and likely duration of further litigation, the risk of maintaining class action status
24 through trial, the amount offered in settlement, the extent of discovery completed and the stage
25 of the proceedings, the experience and views of counsel, the presence of a governmental

1 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
2 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers for*
3 *Justice v. Civil Service Com’n, etc.* (9th Cir. 1982) 688 F.2d 615, 624 (*Officers*).)

4 “The list of factors is not exclusive and the court is free to engage in a balancing and
5 weighing of factors depending on the circumstances of each case.” (*Wershba, supra*, 91
6 Cal.App.4th at p. 245.) The court must examine the “proposed settlement agreement to the extent
7 necessary to reach a reasoned judgment that the agreement is not the product of fraud or
8 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
9 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, quoting *Dunk, supra*, 48
10 Cal.App.4th at p. 1801 and *Officers, supra*, 688 F.2d at p. 625 [internal quotation marks
11 omitted].)

12 The burden is on the proponent of the settlement to show that it is fair and reasonable.
13 However “a presumption of fairness exists where: (1) the settlement is reached through arm’s-
14 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
15 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
16 objectors is small.” (*Wershba, supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*, 48
17 Cal.App.4th at p. 1802.)

18 Similar to its review of class action settlements, the Court must “determine independently
19 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
20 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
21 Cal.App.5th 56, 76-77.) The Court must make this assessment “in view of PAGA’s purposes to
22 remediate present labor law violations, deter future ones, and to maximize enforcement of state
23 labor laws.” (*Id.* at p. 77.)

III. TERMS AND ADMINISTRATION OF SETTLEMENT

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

[A]ll California citizens who performed work at Spartronics Irvine, LLC and Spartronics Milpitas, Inc. whether hired by Spartronics Irvine, LLC, Spartronics Milpitas, Inc. or Epiqore as a non-exempt employee in the State of California at any time during the [period from September 9, 2018 through July 19, 2023].

According to the terms of the settlement, Defendants will pay a non-reversionary gross settlement of \$482,500. The gross settlement amount includes attorney fees of up to \$160,833.33 (one-third of the gross settlement), litigation costs not to exceed \$25,000 and administration costs not to exceed \$8,250 will be paid from the gross settlement. \$25,000 will be allocated to PAGA penalties, 75% of which (\$18,750) will be paid to the LWDA, with the remaining 25% (\$6,250) distributed, on a pro rata basis, to “Aggrieved Employees,” who are defined as “all California citizens who performed work at Spartronics Irvine, LLC and Spartronics Milpitas, Inc. whether hired by Spartronics Irvine, LLC, Spartronics Milpitas, Inc. or Epiqore as a non-exempt employee in the State of California at any time during [September 9, 2021 to July 19, 2023].” Plaintiffs will each seek an incentive payment of \$7,500.

The net settlement amount (approximately \$255,916.67) will be allocated (on a pro rata basis based on the number of weeks worked during the relevant periods) to “Class Members” defined as “all California citizens who performed work at Spartronics Irvine, LLC and Spartronics Milpitas, Inc. whether hired by Spartronics Irvine, LLC, Spartronics Milpitas, Inc. or Epiqore as a non-exempt employee in the State of California at any time during [September 9, 2028 through July 19, 2023].” Class Members will not be required to submit a claim to receive payment. For tax purposes, settlement payments will be allocated 10% to wages and 90% to interest and penalties. Defendants are responsible for employer-side payroll taxes. Funds associated with checks uncashed after 180 days will be transmitted to the Controller of the State

1 of California to be held in trust for such class members pursuant to California unclaimed
2 property law.

3 In exchange for settlement, Class Members who do not opt out will release:
4 [A]ll claims that were alleged, or reasonably could have been alleged, based on the Class Period
5 facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set
6 forth in Section 6.3 of this Agreement, Participating Class Members do not release any other
7 claims, including claims for vested benefits, wrongful termination, violation of the Fair
8 Employment and Housing Act, unemployment insurance, disability, social security, workers'
9 compensation, or claims based on facts occurring outside the Class Period.

10 Aggrieved Employees, who consistent with the statute will not be able to opt out of the
11 PAGA portion of the settlement, will release:

12 [A]ll claims for PAGA penalties that were alleged, or reasonably could have been
13 alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA
14 Notice and ascertained in the course of the Action.

15 The foregoing releases are appropriately tailored to the allegations at issue.
16 (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

17 In its order granting preliminary approval of the settlement, the Court approved Phoenix
18 Settlement Administrators ("Phoenix") as the settlement administrator. On November 14, 2024,
19 Defense counsel provided Atticus with the class data file, including names, social security
20 numbers, last known mailing addresses, employment dates, and the total number of relevant
21 workweeks worked by each Class member ("Class List"). (Declaration of Jarrod Salinas
22 ("Salinas Decl."), ¶ 3.) On November 14, 2024, Phoenix sent the Class Notice to 208 Class
23 Members. (*Id.* at ¶ 5.) As of the date of Salinas Declaration, March 26, 2025, 15 class Notices
24 have been considered undeliverable. (*Id.* at ¶ 7.) As of the date of the same declaration, the
25 settlement administrator has received no objections to the settlement and no disputes from Class

Members. (*Id.* at ¶¶ 8-10.) According to the administrator’s calculations, the average individual settlement payment will be approximately \$1,230.37. (*Id.* at ¶ 13.) The notice process has now been completed.

IV. ENHANCEMENT AWARDS, ATTORNEY FEES, AND COSTS

The Settlement Agreement provides for an enhancement award to Plaintiff in the amount of \$7,500.

“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 [internal punctuation and citation].)

In support of the motion for final approval of the settlement, Plaintiff submitted a declaration describing his participation in this action. Plaintiff indicates he spent approximately 30 hours in connection with the lawsuit. (Magbag Decl., ¶ 12.) This included searching for documents, communicating with counsel about the case, responding to questions, reviewing settlement documents, and making himself available to his attorneys as needed. (*Ibid.*) Based on this information, the Court approves the enhancement award of \$7,500 to Plaintiff.

1 The Court has an independent right and responsibility to review the requested attorney
2 fees and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles*
3 *Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) “Courts recognize two methods
4 for calculating attorney fees in civil class actions: the lodestar/multiplier method and the
5 percentage of recovery method.” (*Wershba, supra*, 91 Cal.App.4th at p. 254.)

6 Class counsel seeks an attorney fee award in the amount of \$160,833.33, one-third of the
7 gross settlement amount. Counsel provides evidence of a lodestar of \$122,860, based on a total
8 of 170 hours at rates ranging from \$525 to \$950 per hour. This results in an approximate
9 multiplier of 1.3 and is within the range of multipliers that courts typically approve.

10 (*Wershba, supra*, 91 Cal.App.4th at p. 255 [“[m]ultipliers can range from 2 to 4 or even
11 higher”].) The benefits achieved by the settlement justify an award of attorney fees to class
12 counsel. The Court finds that the requested attorney fee award is reasonable as a percentage of
13 the common fund and approves an attorney fee award in the requested amount of \$160,833.33.

14 Class counsel requests reimbursement of litigation costs in the amount of \$15,386.35,
15 which is less than the maximum \$25,000 provided for in the Settlement Agreement and will
16 result in an increase to the Net Settlement Amount. (Declaration of Jessica Campbell, ¶ 42.) The
17 Court approves an award of litigation costs in this amount. The settlement administration costs
18 are also approved in the requested amount of \$8,250. (Salinas Decl., ¶ 16.)

19 **V. CONCLUSION**

20 The motion for final approval of class and representative action settlement is GRANTED.
21 The class as defined herein is certified for settlement purposes. Judgment shall be entered
22 through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Pursuant to Rule
23 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the parties to
24 enforce the terms of the settlement agreement and the final order and judgment.

1 The Court sets a compliance hearing for **December 4, 2025 at 2:30 p.m.** in Department
2 7. At least ten court days before the hearing, class counsel and the settlement administrator shall
3 submit a summary accounting of the net settlement fund identifying distributions made as
4 ordered herein; the number and value of any uncashed checks; amounts remitted to the *cy pres*
5 recipient; the status of any unresolved issues; and any other matters appropriate to bring to the
6 court's attention. Counsel shall also submit an amended judgment as described in Code of Civil
7 Procedure section 384, subdivision (b).

8
9 Dated: April 25, 2025


CHARLES F. ADAMS
Judge of the Superior Court