

FILED
Superior Court of California
County of Los Angeles

OCT 19 2023

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

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

ANN ESPINOZA and DIANA FONTANA,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

CICON ENGINEERING, INC., a
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV39385


**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: October 19, 2023
Time: 9:30 a.m.
Dept.: SSC-17

I. BACKGROUND

Plaintiffs Ann Espinoza and Diana Fontana sue their former employer, Defendant Cicon Engineering, Inc., for alleged wage and hour violations. Defendant is a manufacturer specializing in wire harness and cable harness assemblies, primarily for

1 the military and space industries. Plaintiffs seek to represent a class of Defendant's
2 current and former non-exempt employees.

3 Plaintiff Espinoza filed a complaint against Defendant alleging causes of action
4 for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194,
5 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194, 1198); (3)
6 failure to provide meal periods (Labor Code §§ 226.7, 512); (4) failure to authorize and
7 permit rest periods (Labor Code § 226.7); (5) failure to timely pay final wages at
8 termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage
9 statements (Labor Code § 226); and (7) violation of California's Unfair Competition
10 Law (Business and Professions Code §§ 17200, et seq.) on October 26, 2021.

11 On November 3, 2021, Plaintiff Espinoza filed a First Amended Complaint to
12 add Plaintiff Fontana as an additional named Plaintiff.

13 On November 1, 2022, Plaintiffs filed their Second Amended Complaint which
14 added a claim for penalties pursuant to the Labor Code Private Attorneys General Act
15 ("PAGA") (Cal. Lab. Code §§ 2699, et seq.).

16 On September 8, 2022, the parties participated in private mediation before
17 mediator Steve Cerveris, which resulted in settlement. The terms of settlement are
18 finalized in the Class Action and PAGA Settlement Agreement, a copy of which is
19 attached to the Declaration of Justin F. Marquez filed December 12, 2022 ("Marquez
20 Decl.") as Exhibit 1.

21 A hearing was held on March 13, 2023 at which the Court and counsel discussed
22 items needed for preliminary approval of the settlement. A "checklist" was issued. The
23 matter was continued to May 26, 2023. Counsel filed supplemental papers and an
24 amended Settlement Agreement. All references below are to the Settlement Agreement
25 attached as Exhibit 5 to the Declaration of Christina M. Le filed May 4, 2023.

1 The settlement was preliminarily approved on May 26, 2023. Notice was given
2 to the Class Members as ordered (see Declaration of William Argueta filed September
3 7, 2023; see also Supplemental Declaration of William Argueta filed October 12,
4 2023). Now before the Court is Plaintiffs' motion for final approval of the Settlement
5 Agreement, including for payment of fees, costs, and service awards to the named
6 plaintiffs. For the reasons set forth below, the Court grants final approval of the
7 settlement.

8 9 **II. THE TERMS OF THE SETTLEMENT**

10 11 **A. SETTLEMENT CLASS DEFINITION**

12 "Class" means all persons employed by Defendant in California and classified as
13 a nonexempt employee who worked for Defendant during the Class Period. (§1.5)

14 "Class Period" means the period from May 1, 2017 to November 7, 2022.
15 (§1.12)

16 "Aggrieved Employee" means a person employed by Defendant in California
17 and classified as a nonexempt employee who worked for Defendant during the PAGA
18 Period. (§1.4)

19 "PAGA Period" means the period from May 1, 2020 to November 7, 2022.
20 (§1.31)

21 "Participating Class Member" means a Class Member who does not submit a
22 valid and timely Request for Exclusion from the Settlement. (§1.35)

23 24 **B. THE MONETARY TERMS OF SETTLEMENT**

25 The essential monetary terms are as follows:

- 1 • The Gross Settlement Amount (“GSA”) is **\$750,000** (¶3.1). This includes
2 payment of a PAGA penalty of **\$30,000** to be paid 75% to the LWDA (\$22,500)
3 and 25% to the Aggrieved Employees (\$7,500) (¶3.2.5).
 - 4 ○ Escalator Clause: Based on its records, Defendant estimates that, as of
5 August 31, 2022 there were 43,427 pay periods worked during the Class
6 Period (May 1, 2017 through August 31, 2022). In the event the number
7 of pay periods worked by class members during that May 1, 2017 through
8 August 31, 2022 period increases by more than 10% or 47,770, then the
9 Gross Settlement Amount shall be increased proportionally by the pay
10 periods worked in excess of 43,770 (e.g., if the number of pay periods
11 worked during the May 1, 2017 and August 31, 2022 period increased by
12 11%, the Maximum Settlement Amount will increase by 1%). (¶9)
 - 13 ○ At final approval, the settlement administrator represents that there are
14 approximately 41,137 total pay periods within the Class Period. (Supp.
15 Decl. of Argueta ¶¶5-6.) Therefore, the escalator clause was not
16 triggered.
- 17 • The Net Settlement Amount (“Net”) (**\$415,000**) estimated at preliminary
18 approval is the GSA less:
 - 19 ○ Up to **\$250,000** (33 1/3%) for attorney fees (¶3.2.2);
 - 20 ○ Up to **\$20,000** for attorney costs (*Ibid.*);
 - 21 ○ Up to **\$20,000 total [\$10,000 each]** for service awards to the proposed
22 class representatives (¶3.2.1); and
 - 23 ○ Estimated **\$15,000** for settlement administration costs (¶3.2.3).
- 24 • Defendant will separately pay any and all employer payroll taxes owed on the
25 Wage Portions of the Individual Class Payments. (¶3.1)

- 1 • Assuming the Court approves all maximum requested deductions, approximately
2 \$421,042.36 will be available for automatic distribution to participating class
3 members. The average settlement share will be approximately \$776.83.
4 (\$421,042.36 Net ÷ 542 participating class members = \$776.83). In addition,
5 each Aggrieved Employee will receive a portion of the PAGA penalty, estimated
6 to be \$19.74 per Aggrieved Employee. (\$7,500 or 25% of \$30,000 PAGA
7 penalty ÷ 380 Aggrieved Employees = \$19.74).
- 8 • There is no Claim Requirement (§3.1).
- 9 • The settlement is not reversionary (§3.1).
- 10 • Individual Settlement Share Calculation: Each Participating Class Member will
11 receive an Individual Class Payment calculated by (a) dividing the Net
12 Settlement Amount by the total number of Workweeks worked by all
13 Participating Class Members during the Class Period and (b) multiplying the
14 result by each Participating Class Member's Workweeks. (§3.2.4) Non-
15 Participating Class Members will not receive any Individual Class Payments.
16 The Administrator will retain amounts equal to their Individual Class Payments
17 in the Net Settlement Amount for distribution to Participating Class Members on
18 a pro rata basis. (§3.2.4.2)
- 19 • PAGA Payment Calculation: The Administrator will calculate each Individual
20 PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25%
21 share of PAGA Penalties (\$7,500.00) by the total number of PAGA Period Pay
22 Periods worked by all Aggrieved Employees during the PAGA Period and (b)
23 multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
24 (§3.2.5.1)

- 1 • Tax Withholdings: Each Participating Class Member's Individual Class Payment
2 will be allocated as 20% wages, 80% interest and penalties. (§3.2.4.1)
- 3 • Funding of Settlement: Defendant shall fully fund the Gross Settlement Amount,
4 and also fund the amounts necessary to fully pay Defendant's share of payroll
5 taxes by transmitting the funds to the Administrator no later than 30 days after
6 the Effective Date. (§4.3)
- 7 • Distribution: Within 14 days after Defendant funds the Gross Settlement
8 Amount, the Administrator will mail checks for all Individual Class Payments,
9 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
10 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
11 Litigation Expenses Payment, and the Class Representative Service Payment.
12 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation
13 Expenses Payment and the Class Representative Service Payment shall not
14 precede disbursement of Individual Class Payments and Individual PAGA
15 Payments. (§4.4)
- 16 • Uncashed Settlement Payment Checks: The face of each check shall prominently
17 state the date (not less than 180 days after the date of mailing) when the check
18 will be voided. (§4.4.1) The parties designated Legal Aid at Work to receive any
19 unpaid residue or unclaimed or abandoned class member funds and interest
20 thereon pursuant to Cal. Code of Civ. Pro. § 384. (§4.4.3) All counsel and
21 parties have confirmed that they have no affiliation with that entity. (Decl. of
22 Justin F. Marquez ISO Prelim ¶17; Decl. of Ann Espinoza ISO Prelim ¶10; Decl.
23 of Diana Fontana ISO Prelim ¶10; Decl. of Abdi Kolahi ¶4; Decl. of Matthew B.
24 Golper ¶4.)

C. TERMS OF RELEASES

- Releases of Claims: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶6)
- Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint, the LWDA Letter, and ascertained in the course of the Action including, but not limited to claims for (a) failure to pay minimum, straight time, overtime, or double time wages, and failure to pay other wages of any kind during employment; (b) failure to authorize and permit rest periods or pay rest period premiums; (c) failure to provide meal periods or pay meal period premiums; (d) failure to provide accurate and itemized wage statements; (e) failure to maintain accurate employment records; (f) failure to pay timely wages; (g) failure to pay final wages due at separation; (h) failure to reimburse or indemnify all necessary business expenses, (i) civil penalties under PAGA based on the alleged Labor Code violations and applicable Wage Orders; (j) claims brought under Business & Professions Code section 17200, et seq., based on the aforementioned, including, but not limited to all claims for unfair, unlawful and harmful conduct to class members, the general public, and Defendant's competitors and claims of unlawfully gaining an unfair advantage over other businesses, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable based on

1 the aforementioned, to the extent permissible, including, but not limited to, the
2 California Labor Code and the applicable Wage Orders. Except as set forth in
3 Section 6.3 of this Agreement, Participating Class Members do not release any
4 other claims, including claims for vested benefits, wrongful termination,
5 violation of the Fair Employment and Housing Act, unemployment insurance,
6 disability, social security, workers' compensation, or claims based on facts
7 occurring outside the Class Period. (§6.2)

- 8 • Release by Participating and Non-Participating Class Members Who Are
9 Aggrieved Employees: All Participating and Non-Participating Class Members
10 who are Aggrieved Employees are deemed to release, on behalf of themselves
11 and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, the Released Parties from all claims for
13 PAGA penalties that were alleged, or reasonably could have been alleged, based
14 on the PAGA Period facts stated in the Operative Complaint, and the PAGA
15 Notice and ascertained in the course of the Action including, but not limited to,
16 any claims for civil penalties based on Defendant's alleged: (a) failure to pay
17 minimum, straight time, overtime, or double time wages, and failure to pay other
18 wages of any kind during employment; (b) failure to authorize and permit rest
19 periods or pay rest period premiums; (c) failure to provide meal periods or pay
20 meal period premiums; (d) failure to provide accurate and itemized wage
21 statements; (f) failure to maintain accurate employment records; (e) failure to
22 pay timely wages; (f) failure to pay final wages due at separation; (g) and failure
23 to reimburse or indemnify all necessary business expenses. This includes, but is
24 not limited, claims for alleged violation of California Labor Code §§ 201, 202,
25 203, 204, 226, 226.7, 510, 1174, 1174.5, 1194, 1198, and 2802. (§6.3)

1 ○ “PAGA Notice” means Plaintiffs’ October 19, 2022 letter to Defendant
2 and the LWDA providing notice pursuant to Labor Code section 2699.3,
3 subd.(a). (¶1.33)

- 4 • “Released Parties” means (i) Defendant and each (ii) each of Defendant’s
5 respective past, present and future parents, subsidiaries, and affiliates including,
6 without limitation, any corporation, limited liability company, partnership, trust,
7 foundation, and non-profit entity which controls, is controlled by, or is under
8 common control with Defendant; (iii) the past, present and future shareholders,
9 directors, officers, agents, attorneys, insurers, members, partners, managers,
10 contractors, agents, consultants, representatives, administrators, fiduciaries,
11 benefit plans, transferees, predecessors, successors, and assigns of any of the
12 foregoing; and (iv) any individual or entity which could be jointly liable with
13 any of the foregoing under Labor Code section 558.1 or otherwise. (¶1.40)
- 14 • The named Plaintiffs will also provide a general release and a waiver of the
15 protections of Cal. Civ. Code §1542. (¶6.1)
- 16 • The releases are effective on the date when Defendant fully funds the entire
17 Gross Settlement Amount, which will occur no later than 30 days after the
18 Effective Date. (¶4.3)
- 19

20 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

21 “Before final approval, the court must conduct an inquiry into the fairness of the
22 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the
23 settlement agreement after the final approval hearing, the court must make and enter
24 judgment. The judgment must include a provision for the retention of the court’s
25 jurisdiction over the parties to enforce the terms of the judgment. The court may not

1 enter an order dismissing the action at the same time as, or after, entry of judgment.”

2 Cal. Rules of Court, rule 3.769(h).

3 As discussed more fully in the Order conditionally approving the settlement, “[i]n
4 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
5 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
6 action. The purpose of the requirement [of court review] is the protection of those class
7 members, including the named plaintiffs, whose rights may not have been given due
8 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
9 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
10 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
11 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
12 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
13 extent necessary to reach a reasoned judgment that the agreement is not the product of
14 fraud or overreaching by, or collusion between, the negotiating parties, and that the
15 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
16 quotation marks omitted].

17 “The burden is on the proponent of the settlement to show that it is fair and
18 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
19 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
20 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
21 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
22 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
23 1802. Notwithstanding an initial presumption of fairness, “the court should not give
24 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
25 116, 130. “Rather, to protect the interests of absent class members, the court must

1 independently and objectively analyze the evidence and circumstances before it in order
2 to determine whether the settlement is in the best interests of those whose claims will be
3 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
4 that determination, the court should consider factors such as “the strength of plaintiffs’
5 case, the risk, expense, complexity and likely duration of further litigation, the risk of
6 maintaining class action status through trial, the amount offered in settlement, the extent
7 of discovery completed and stage of the proceedings, the experience and views of
8 counsel, the presence of a governmental participant, and the reaction of the class
9 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
10 the court is free to engage in a balancing and weighing of factors depending on the
11 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

12 **A. A PRESUMPTION OF FAIRNESS EXISTS**

13 The Court preliminarily found in its Order of May 26, 2023 that the presumption
14 of fairness should be applied. No facts have come to the Court’s attention that would
15 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption
16 of fairness as set forth in the preliminary approval order.

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

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

21 Number of class members: 542

22 Number of notices mailed: 542

23 Number of undeliverable notices: 0

24 Number of opt-outs: 0

25 Number of objections: 0

1 Number of participating class members: **542**
2 (Decl. of Argueta ¶¶5-10.)

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

7 **C. CLASS CERTIFICATION IS PROPER**

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

10 **D. ATTORNEY FEES AND COSTS**

11 Class Counsel requests **\$250,000** (33 1/3%) for attorney fees and **\$18,707.64** for
12 costs. (MFA at 20:13-14, 21:11.)

13 Courts have an independent responsibility to review an attorney fee provision and
14 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
15 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
16 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
17 503.

18 In the instant case, fees are sought pursuant to the percentage method, as cross-
19 checked by lodestar. (MFA at pp. 14-21.) The \$250,000 fee request is one-third of the
20 Gross Settlement Amount.

21 A lodestar is calculated by multiplying the number of hours reasonably expended
22 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
23 1095-1096 (*PLCM*). “Generally, ‘[t]he lodestar is calculated using the reasonable rate
24 for comparable legal services in *the local community* for noncontingent litigation of the
25 same type, multiplied by the reasonable number of hours spent on the case.’ ”

1 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
2 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
3 Cal.App.4th 1233, 1242-1243.

4 As to the reasonableness of the rate and hours charged, trial courts consider
5 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill
6 required in its handling, the skill employed, the attention given, the success or failure,
7 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
8 allow the court to consider whether the case was overstaffed, how much time the
9 attorneys spent on particular claims, and whether the hours were reasonably expended.”
10 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

11 Attorney Marquez represents that three attorneys at Wilshire Law Firm spent a
12 total of 248.9 hours on this action. (Declaration of Justin F. Marquez ISO Final ¶44.) At
13 hourly rates of \$600 to \$850 (*id.* at ¶43), counsel incurred a lodestar of \$171,615 which
14 implies a multiplier of 1.45 to reach the requested fees. In support, counsel provides a
15 summary chart showing the tasks and hours performed on the case, organized by
16 attorney. (*Id.* at ¶43.) He asserts that his current hourly rate of \$850 was approved in a
17 class action settlement granted final approval in the United States District Court in Puerto
18 Rico and lists other cases in which his previous rates of \$800 and \$750 were also
19 approved. (*Id.* at ¶59.) He also represents that the \$750 hourly rate of attorney Le was
20 approved in state and federal court, though he does not specify the cases, and contends
21 that the \$600 hourly rate of attorney Grigoryan is commensurate with her experience and
22 work in this practice area. (*Id.* at ¶¶60-61.)

23 Here, the **\$250,000** fee request represents a reasonable percentage of the total
24 funds paid by Defendant. Further, the notice expressly advised class members of the fee
25

1 request, and no one objected. (Argueta Decl. ¶10, Exhibit A thereto.) Accordingly, the
2 Court awards fees in the amount of **\$250,000**.

3 Class Counsel requests **\$18,707.64** in costs. This is less than the \$20,000 cap
4 provided in the settlement agreement (¶3.2.2). The amount was disclosed to Class
5 Members in the Notice, and no objections were received. (Argueta Decl. ¶10, Exhibit A
6 thereto.) Costs include: Mediation (\$7,500), Expert (\$5,000), and Process Service Fees
7 (\$2,952.75). (Marquez Decl. ISO Final, Exhibit 4; see also Decl. of Christina M. Lie
8 ISO Final ¶¶4-6.)

9 The costs, with the exception of \$476.68 incurred by counsel for two lunches and
10 a dinner related to the mediation, as well as \$35.86 incurred for legal research and \$500
11 for “Case Administration Fee for In-House Services” which should be considered
12 attorney overhead not payable by the class, appear to be reasonable and necessary to the
13 litigation, are reasonable in amount, and were not objected to by the class.

14 For all of the foregoing reasons, costs of **\$17,695.10** are approved.

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

16 A service (or incentive) fee award to a named class representative must be
17 supported by evidence that quantifies the time and effort expended by the individual and
18 a reasoned explanation of financial or other risks undertaken by the class representative.
19 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
20 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
21 [“Criteria courts may consider in determining whether to make an incentive award
22 include: (1) the risk to the class representative in commencing suit, both financial and
23 otherwise; (2) the notoriety and personal difficulties encountered by the class
24 representative; (3) the amount of time and effort spent by the class representative; (4) the
25

1 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
2 class representative as a result of the litigation. (Citations.)”].

3 Here, the Class Representatives Ann Espinoza and Diana Fontana request
4 enhancement awards of **\$10,000 each**, totaling **\$20,000**. (MFA at 22:5-6.) In similar
5 declarations, each Plaintiff represents that she contributed to the action as follows:
6 providing facts about the case to her counsel, providing counsel with wage statement
7 documentation, staying in regular communication with counsel, preparing counsel for
8 and being available during the mediation, and reviewing the settlement. Each estimates
9 spending 30-40 hours on the case. (Declaration of Ann Espinoza ISO Final ¶¶4-9;
10 Declaration of Diana Fontana ISO Final ¶¶4-9.) Each Plaintiff also asserts that being
11 associated with a lawsuit against a former employer could affect her employability with
12 her current and prospective employers, though neither has shown that this has occurred.
13 (Espinoza Decl. ISO Final ¶12; Fontana Decl. ISO Final ¶12.)

14 In light of the above-described contributions to this action, and in
15 acknowledgment of the benefits obtained on behalf of the class, a **\$5,000** service award
16 to each Plaintiff is reasonable and approved.

17 **F. SETTLEMENT ADMINISTRATION COSTS**

18 The Settlement Administrator, CPT Group, Inc., requests **\$10,250** in
19 compensation for its work in administering this case. (Argueta Decl. ¶15.) At the time
20 of preliminary approval, costs of settlement administration were estimated at \$15,000
21 (¶3.2.3). Class Members were provided with notice of this amount and did not object.
22 (Argueta Decl. ¶10, Exhibit A thereto.)

23 Accordingly, settlement administration costs are approved in the amount of
24 **\$10,250**.

1 **IV. CONCLUSION AND ORDER**

2 The Court hereby:

- 3 (1) Grants class certification for purposes of settlement;
- 4 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 5 (3) Awards **\$250,000** in attorney fees to Class Counsel, Wilshire Law Firm;
- 6 (4) Awards **\$17,695.10** in litigation costs to Class Counsel;
- 7 (5) Approves payment of **\$22,500** (75% of \$30,000 PAGA penalty) to the LWDA;
- 8 (6) Awards **\$5,000 each** as Class Representative Service Awards to Ann Espinoza
- 9 and Diana Fontana;
- 10 (7) Awards **\$10,250** in settlement administration costs to CPT Group, Inc.;
- 11 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
- 12 and containing the class definition, full release language, and a statement that no
- 13 class members opted out by 10/26/23;
- 14 (9) Orders class counsel to provide notice to the class members pursuant to
- 15 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
- 16 Code §2699 (1)(3); and
- 17 (10) Sets a Non-Appeal Case Review re: Final Report re: Distribution of
- 18 Settlement Funds for 2/30/24, at 8:30.
- 19
- 20 Final Report is to be filed by 2/23/24 If there is unpaid residue
- 21
- 22 or unclaimed or abandoned class member funds and/or interest thereon to be
- 23 distributed to Legal Aid at Work, Plaintiffs' counsel shall also submit an
- 24 Amended Judgment pursuant to Cal. Code of Civ. Pro. § 384 and give notice of
- 25

1 the Judicial Council of California upon entry of the Amended Judgment, when
2 entered, pursuant to Cal. Code of Civ. Pro. §384.5.
3
4

5 Dated: 10/19/23



6 MAREN E. NELSON

7 Judge of the Superior Court
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25