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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

DANELL PAGE, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

CONDUENT STATE & LOCAL SOLUTIONS,
INC., a New York corporation; RANDSTAD
US, LLC, a limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No.: 23CV037588

**[AMENDED ~~PROPOSED~~] ORDER
GRANTING PLAINTIFF'S MOTION FOR
AN ORDER APPROVING SETTLEMENT
OF CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEY GENERAL'S
ACT OF 2004**

Date: February 6, 2025
Time: 2:30 p.m.
Courtroom: 15
Judge: Hon. Peter Borkon

Action Filed: July 6, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

2 Plaintiff DANELL PAGE (“Plaintiff”) and Defendant CONDUENT STATE & LOCAL
3 SOLUTIONS, INC. (“Defendant”) (Plaintiff and Defendant are the “Parties”) have reached terms of
4 settlement of this action alleging a claim for relief pursuant to the Labor Code Private Attorneys General
5 Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”).

6 Pursuant to PAGA, Plaintiff, on behalf of the Parties, has filed a motion for approval of the
7 settlement of the claims against Defendant in this action. Specifically, Plaintiff moves for an order:

8 1. granting approval of the terms of the Agreement pursuant to the Labor Code Private
9 Attorneys General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the settlement;
10 the amount of distributions to the State and Aggrieved Employees; the amounts allocated to
11 attorney’s fees and costs; and, the amount allocated to the settlement administrator; and,

12 2. directing disbursement of the Maximum Settlement Amount pursuant to the terms of the
13 Agreement.

14 On December 12, 2024, Plaintiff’s Motion came on for hearing. The PAGA SETTLEMENT
15 AGREEMENT (referred to as the “Agreement,” or “Settlement,” and attached to the Declaration of H.
16 Scott Leviant as **Exhibit 1**) is conditioned upon the Court’s approval. Capitalized terms in this Order have
17 the same meaning as in the Settlement unless indicated otherwise. A summary of the terms of the
18 Settlement is as follows:

19 (a) Aggrieved Employees: all current and former non-exempt employees employed
20 in California by Defendant at any time during the PAGA Period (the period
21 between and including July 6, 2022 and July 31, 2024). (Agreement, ¶¶ 1.4 1.19).

22 (b) No Reversion: The Settlement is *non-reversionary*. (Agreement, ¶ 3.1.)

23 (c) Maximum Settlement Amount: Defendant agrees to pay the maximum sum of
24 **\$320,000.00** (hereinafter referred to as the “Maximum Settlement Amount” or
25 “MSA”) for settlement of the PAGA Penalties, which shall be inclusive of
26 Plaintiff’s Counsel’s attorney’s fees and costs, the Plaintiff’s general release
27 payment and the settlement administrator’s fees and costs. (Agreement, ¶ 3.1).

28 (d) Net Settlement Amount: The Net Settlement Amount to be distributed to the

LWDA and Aggrieved Employees will be the MSA minus court-approved deductions for Plaintiff's Counsel's attorney's fees and costs, the Plaintiff's general release payment and the settlement administrator's fees and costs (Agreement, ¶¶ 1.15, 3.2).

- (e) Attorney's Fees: Plaintiff's Counsel requests an award of attorney's fees in the amount of **\$106,666.67**, which is one-third of the MSA. (Agreement, ¶ 3.2.1.)
- (f) Litigation Costs: Plaintiff's Counsel seeks reimbursement of actual litigation costs, to a maximum amount of \$17,500.00. Those actual costs are expected to be \$19,801.20, which is more than the maximum amount. Therefore, **\$17,500.00** is requested. (Agreement, ¶ 3.2.1; Leviant Decl., ¶ 40, and Exh. 2.)
- (g) Settlement Administration: Payment to Aggrieved Employees and administration will be accomplished through third-party settlement administrator ILYM Group, Inc., which has agreed to perform Administrator duties for a flat fee. The actual administration cost is \$10,410.82. (Agreement, ¶ 3.2.2; Leviant Decl., ¶ 41; Declaration of Lisa Mullins [Decl. of Mullins], ¶ 7.) Since the actual costs of administration are less than the original estimate, an award of *actual* costs of administration in the amount of **\$10,410.82** is requested.
- (h) Uncashed Checks: Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Bar Justice Gap Fund ("Cy Pres Recipient"). (Agreement, ¶ 4.4.3)
- (i) Release: In exchange for the above settlement consideration, Defendant shall be entitled to a *specific* release from the LWDA and each and every Aggrieved Employee, including Plaintiff, of the claims alleged in this matter or that could have been alleged based on the allegation and claims.¹ (Agreement, ¶ 5.2; Exh.

¹ This comports with settled California Supreme Court authority. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (concluding that "with respect to the recovery of civil penalties, nonparty employees as well as the government are bound by the judgment in an action brought under the act....").

1. Plaintiff is *separately* providing a general release of all claims, known or unknown, in addition to the PAGA release.

(j) Notice to LWDA: The Declaration of H. Scott Leviant confirms that notice was provided to the LWDA and attaches the confirmatory submission documents. (Leviant Decl., ¶ 45 and Exh. 3.)

After reviewing the Settlement and other related documents, and the filings submitted by Plaintiff,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court hereby GRANTS approval of the PAGA settlement upon the terms and conditions set forth in the Settlement. The Court finds that the terms of the proposed settlement are reasonable. In granting approval of the settlement the Court has considered the factors identified in *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), *O'Connor v. Uber Technologies*, No. 13-CV-03826-EMC, 2016 WL 4398271 (N.D. Cal. Aug. 18, 2016), *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 (9th Cir. 1998), *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), and other authority providing a coherent framework for evaluating this Settlement.

2. The Court hereby identifies the Aggrieved Employees as:

All current and former non-exempt employees employed in California by Defendant at any time during the PAGA Period (the period between and including July 6, 2022 and July 31, 2024). (Agreement, ¶¶ 1.4 1.19).

3. The Court hereby finds the Settlement was the product of informed, non-collusive negotiations conducted at arms' length by the Parties. In making these findings, the Court considered Defendant's potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have no obvious deficiencies. The Court finds that risks of further prosecution are substantial and include the risks that (1) penalties would be reduced after evaluation of the totality of the circumstances, or (2) no penalties would be awarded for some or all of the alleged violations.

4. The Court hereby approves ILYM Group, Inc. ("ILYM") to serve as the Administrator. The Administrator will be paid pursuant to the Agreement's terms for such distribution, in the requested amount of \$10,410.82 out of the Maximum Settlement Amount, to effectuate Administration.

1 5. Pursuant to the Agreement, the amount distributed as penalties under PAGA shall be
2 **\$320,000.00**, less administration costs, attorney's fees, Plaintiff's general release and costs awarded to
3 Plaintiff's counsel. After awards, the amount remaining to distribute as penalties is **\$177,922.51**. The
4 LWDA shall receive 75% of the penalties allocated, which is **\$133,441.88**. Aggrieved Employees shall
5 receive 25% of the penalties allocated, which is **\$44,480.63**.

6 6. The Court hereby awards Counsel attorneys' fees in the amount of **\$106,666.67**. The Court
7 finds that the attorney's fees are reasonable compared to amounts routinely approved in similar settlements
8 and as guided by the California Supreme Court's decision concerning the awarding of fees from monetary
9 funds for class members. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016). Counsel proceeded
10 on a contingency basis despite the uncertainty of any fee award. Counsel were necessarily precluded from
11 pursuing other potential sources of fees because of work in connection with this Action. The Court
12 observed that this is not a class action. It is more akin to contingent representation with an additional
13 requirement of Court review due to the qui tam nature of a PAGA claim. Attorneys' fees that are fifty
14 percent of a common fund are typically considered the upper limit, with thirty to forty percent commonly
15 awarded in cases where the settlement is relatively small. *See Van Vranken v. Atlantic Richfield Company*,
16 901 F. Supp. 294 (N.D. Cal. 1995) (stating that most cases where 30-50 percent was awarded involved
17 "smaller" settlement funds of under \$10 million). Based on these considerations, including the lodestar
18 cross-check, a fee award of one-third is reasonable. However, five percent of the attorneys' fees,
19 **\$5,333.33**, shall be held by the Administrator until the Court reviews and approves the compliance report.
20 Thus, the *initial* distribution of fees to Class Counsel shall be in the amount of **\$101,333.34**.

21 7. The Court hereby awards Counsel litigation costs in the total amount of **\$17,500.00**.

22 8. The Court hereby approves payment to Plaintiff in the amount of **\$7,500.00** in exchange
23 for the general release of all claims known and unknown provided by Plaintiff, as well as to recognize
24 Plaintiff's service in bringing the action.

25 9. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on
26 the provisions and timelines set forth in the Agreement.

27 10. Pursuant to the terms of the Settlement, the released persons and entities include:

28 Defendant and its predecessors and successors, corporate parents, corporate

subsidaries, corporate affiliates and all of its and those entities' current and former officers, owners, directors, managing agents, members, shareholders, assigns, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers. (referred to in the Settlement as the "Released Parties"). (Agreement, ¶ 1.26.)

11. Effective on the date when Defendant fully funds the entire Maximum Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

Release by Aggrieved Employees: All Aggrieved Employees will release the Released Parties from any and all claims for PAGA civil penalties and associated fees, costs, and interest under the California Labor Code, Wage Orders, regulations, and/or other provisions of law with respect to the Aggrieved Employees arising during the PAGA Period and which were alleged in Plaintiff's January 23, 2023 Notice to the LWDA and/or the amended March 30, 2023 Notice to the LWDA (the "PAGA Notice Letters") or which could have been alleged based on the facts and allegations in the PAGA Notice Letters. The Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual, non-PAGA claims by virtue of this PAGA Settlement. The claims released by this PAGA Settlement include, but are not necessarily limited to, any and all claims for civil penalties and associated fees, costs and interest related to claims for unpaid regular or premium wages (as defined in the Labor Code), meal/rest period violations and/or premium payments for meal and/or rest period violations, wage statement violations, wage notice violations, wage payment timing violations, record-keeping violations, business expense reimbursement violations, sick and vacation pay rate violations, and to the extent not covered above, any and all claims pled in the PAGA Notice Letters Page submitted to the LWDA, including without limitation all associated claims for civil penalties and associated fees or costs related to alleged or actual violations of Labor Code sections 201, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 227.3, 256, 432.5, 510, 512, 558, 1174, 1174.5, 1174(d), 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 and 2699; actual or alleged violations of IWC Wage Orders 4-2001, 5-2001, and 7-2001. (Agreement, ¶ 5.2.)

Release by Plaintiff and PAGA Counsel: Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices. (Agreement, ¶ 5.3.)

12. The action is DISMISSED WITH PREJUDICE.

13. The Court will enter Final Judgment in accordance with this Order.

14. Plaintiff is ordered to give notice of this final Order and the Judgment thereon to the LWDA, pursuant to Labor Code § 2699(1)(3).

15. The Court sets a case review hearing regarding compliance with all fund distribution requirements under the Settlement for December 4, 2025, at 2:30 p.m., in Courtroom 15 of the above-entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding compliance, shall be filed with the Court no later seven calendar days prior to the hearing.

1 16. The Court shall retain jurisdiction with respect to all matters related to the administration
2 and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the
3 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
4 determination of all controversies relating thereto.

5 **IT IS SO ORDERED.**

6
7 Dated: 02/06/2025



Hon. Peter Borkon
ALAMEDA SUPERIOR COURT JUDGE
Peter Borkon / Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[AMENDED PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR AN ORDER APPROVING SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL'S ACT OF 2004** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Heather Hearne
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Nicole Seale Adler
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Attorney for Defendant CONDUENT STATE & LOCAL SOLUTIONS, INC.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **January 14, 2025** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature