

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Neil M. Larsen, (SBN 276490); Jennifer S. Rivera, (SBN 353268) FIRM NAME: ABRAMSON LABOR GROUP STREET ADDRESS: 1700 W. Burbank Boulevard CITY: Burbank STATE: CA ZIP CODE: 91506 TELEPHONE NO.: (213) 493-6300 FAX NO.: (213) 723-2522 E-MAIL ADDRESS: neil@abramsonlabor.com; jennifer.r@abramsonlabor.com ATTORNEY FOR (name): Plaintiff, Alexander Bueno		FOR COURT USE ONLY on 5/12/2025 3:09 PM Reviewed By: M. Offhaus Case #23CV410939 Envelope: 19317417
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, 95113 BRANCH NAME: Downtown Superior Court		
PLAINTIFF/PETITIONER: Alexander Bueno DEFENDANT/RESPONDENT: Zollner Electronics, Inc. et al. OTHER:		CASE NUMBER: 23CV410939
		JUDICIAL OFFICER: Theodore C. Zayner
PROPOSED ORDER (COVER SHEET)		DEPT: 19

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Alexander Bueno
2. Title of the proposed order:
Order Granting Final Approval of Class Action Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Plaintiff's Motion for Final Approval of Class Action Settlement
 - b. Date and time: May 7, 2025 at 1:30 p.m.
 - c. Place: Superior Court of California County of Santa Clara
191 North First Street
San Jose, CA 95113
Department 19
4. The proposed order was served on the other parties in the case.

Jennifer S. Rivera

(TYPE OR PRINT NAME)



Jennifer Rivera

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:
Alexander Bueno v. Zoller Electronics, Inc.

CASE NUMBER:
23CV410939

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action**.

a. My residence or business address is (*specify*):
1700 W. Burbank Boulevard Burbank, California 91506

b. My electronic service address is (*specify*): Denny@abramsonlabor.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Defendant Zollner Electronics, Inc.

b. To (*electronic service address of person served*): Daniel F. Pyne III (daniel.pyne@lathropgpm.com)

c. On (*date*): 5/12/2025

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 5/12/2025

Denny Baek

(TYPE OR PRINT NAME OF DECLARANT)



Denny Baek

(SIGNATURE OF DECLARANT)

Filed
May 22, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV410939
By: moffhaus

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

ALEXANDER BUENO, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

ZOLLNER ELECTRONICS, INC.; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 23CV410939

CLASS ACTION

*[Assigned for all purposes to Hon.
Theodore C. Zayner, Dept. 19]*

**ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: May 7, 2025
Time: 1:30 p.m.
Dept.: 19

Action Filed: February 8, 2023
Trial Date: None Set

1 The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner
2 on May 7, 2025, at 1:30 p.m. in Department 19. The court now issues its ruling as follows:

3 **I. Introduction**

4 This is a putative class and representative action. On February 8, 2023, plaintiff Alexander
5 Bueno (“Plaintiff”) filed a Class Action Complaint against defendant Zollner Electronics, Inc.
6 (“Defendant”), setting forth various wage and hour causes of action. On April 2, 2024, Plaintiff
7 filed the operative Second Amended Class and Representative Action Complaint (“SAC”) against
8 Defendant, setting forth the following causes of action:

- 9 (1) failure to pay overtime wages (Labor Code, §§204, 510, 558, 1194, 1198);
10 (2) failure to pay meal period premiums at the regular rate of compensation (Labor
11 Code, §§226.7, 1198);
12 (3) meal period violations (Labor Code, §§226.7, 512, 1198);
13 (4) rest period violations (Labor Code, §§226.7, 516, 1198);
14 (5) wage statement violations (Labor Code, §226, *et seq.*);
15 (6) waiting time penalties (Labor Code, §§201-203);
16 (7) failure to reimburse expenses (Labor Code, §2802);
17 (8) sick pay violations (Labor Code, §§245-249);
18 (9) unfair competition (Business & Professions Code, §17200, *et seq.*)
19 (10) civil penalties under the Private Attorneys General Act (Labor Code, §2698, *et*
20 *seq.* (“PAGA”)).

21 The parties have reached a settlement. On October 3, 2024, the court issued an order
22 granting Plaintiff’s motion for preliminary approval of the settlement.

23 Now before the court is Plaintiff’s unopposed motion for final approval of the settlement.

24 **II. Legal Standard**

25 **A. Class Action**

26 Generally, “questions whether a [class action] settlement was fair and reasonable, whether
27 notice to the class was adequate, whether certification of the class was proper, and whether the
28 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.)

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1 In determining whether a class settlement is fair, adequate and
2 reasonable, the trial court should consider relevant factors, such as
3 the strength of plaintiffs' case, the risk, expense, complexity and
4 likely duration of further litigation, the risk of maintaining class
5 action status through trial, the amount offered in settlement, the
6 extent of discovery completed and the stage of the proceedings, the
7 experience and views of counsel, the presence of a governmental
8 participant, and the reaction of the class members to the proposed
9 settlement.

10 (*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

11 In general, the most important factor is the strength of the plaintiffs' case on the merits,
12 balanced against the amount offered in settlement. (*See Kullar v. Foot Locker Retail, Inc.*(2008)
13 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and
14 weighing of factors depending on the circumstances of each case. (*Wershba, supra*, 91
15 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the
16 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
17 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
18 whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation
19 marks omitted.)

20 The burden is on the proponent of the settlement to show that it is
21 fair and reasonable. However "a presumption of fairness exists
22 where: (1) the settlement is reached through arm's-length
23 bargaining; (2) investigation and discovery are sufficient to allow
24 counsel and the court to act intelligently; (3) counsel is
25 experienced in similar litigation; and (4) the percentage of
26 objectors is small."

27 (*Wershba, supra*, 91 Cal.App.4th at p.245, citation omitted.)

28 **B. PAGA**

Labor Code section 2699, subdivision (s)(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 Vicerai 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 “Settlement Class”:

[A]ll current and former non-exempt employees who worked for Zollner in California at any time from February 8, 2019 through December 4, [2023], or, if applicable, the Alternate End Date (defined herein below) (the “Class Period”).

(Declaration of Neil Larsen, filed August 26, 2024, Ex. 1 (“Agreement”), ¶1.)

The settlement also includes a subset “PAGA Members” defined as “those Settlement Class members employed by Zollner in California at any time from February 8, 2022 through December 4, 2023, or, if applicable, the Alternate End Date (the ‘PAGA Period’).” (Agreement, ¶2.)

1 Defendant will pay a non-reversionary gross settlement amount of \$595,000, subject to
2 an escalator clause. (Agreement, ¶¶6, 7.) This amount includes all payments to the Settlement
3 Class, settlement administration costs up to \$10,000, a service award to Plaintiff up to \$10,000,
4 attorney fees of one-third of the gross settlement amount (currently estimated to be \$198,333.33),
5 litigation costs up to \$20,000, and a PAGA allocation of \$50,000 (75 percent of which will be
6 paid to the LWDA and 25 percent of which paid to PAGA Members). (*Id.* at ¶6(C).) The net
7 settlement amount will be distributed to participating class members on a pro rata basis according
8 to the number of workweeks they were employed by Defendant. (*Id.* at ¶8(B).) Similarly,
9 individual payments to PAGA Members will be distributed on a proportional basis according to
10 the number of pay periods they were employed by Defendant. (*Id.* at ¶8(C).) Funds from checks
11 remaining uncashed more than 180 days after mailing will be transmitted to Bay Area Legal Aid
12 as the court-approved *cy pres* recipient.

13 In exchange for the settlement, the class members agree to release Defendant, and related
14 entities and persons, from all claims that were, or reasonably could have been alleged based on
15 the facts pleaded in the SAC occurring during the Class Period. (Agreement, ¶ 3.) PAGA
16 Members agree to release Defendant, and related entities and persons, from all claims for PAGA
17 civil penalties that were alleged based on facts pleaded in the SAC and the LWDA notice. (*Ibid.*)

18 In its order granting preliminary approval, the court appointed Phoenix Settlement
19 Administrators (“Phoenix”) as settlement administrator. On November 13, 2024, Phoenix
20 received a data file from defense counsel containing the names and information of each class
21 member, will 214 individuals identified as class members. (Declaration of Taylor Mitzner on
22 behalf of Phoenix, ¶ 3.) On November 22, 2024, Phoenix mailed the class notice to all 214 class
23 members. (*Id.* at ¶ 6.) The notice informed class members that the response deadline was January
24 21, 2025. As of the date of Mr. Mitzner’s declaration, January 27, 2025, Phoenix has received
25 zero requests for exclusion, zero notices of objection, and one workweek dispute. (*Id.* at ¶¶ 9-
26 11.) Phoenix estimates that the average individual settlement share will be approximately
27 \$1,468.01 and the average individual PAGA payment will be approximately \$80.65. (*Id.* at ¶¶
28 14-15.) 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 Costs

Plaintiff requests an enhancement award of \$10,000. (Motion, p. 1.)

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 citations omitted.)

Plaintiff has submitted a declaration describing his participation in this action. (Declaration of Alexander Bueno, ¶¶ 4-5.) Plaintiff states that his participation has included communicating with his attorneys, gathering documents, and reviewing the Agreement. (*Id.* at ¶7.) He estimates that he has spent approximately 20 to 25 hours of his time on this case. (*Ibid.*) Plaintiff further explains that he undertook risk by pursuing this litigation and that his reputation suffered and that he has lost friendships with former co-workers and struggled to find employment. (*Id.* at ¶¶ 5-7.) Plaintiff also agreed to a broader general release. (*Id.* at ¶9.) The court finds that a service award is justified, and the amount requested is reasonable considering the relevant circumstances. Accordingly, the service award is approved in the amount requested.

Plaintiff’s counsel seeks an attorney fee award of \$198,333.33 (one third of the gross settlement amount). (Motion, pp. 1, 11:13-15:18; Declaration of Neil M. Larsen, filed on January 28, 2025 (“Larsen Decl.”), ¶24.) Plaintiff’s counsel submits that Plaintiffs’ lodestar of fees incurred in this action is \$146,462.50, based on a total of 259.7 hours billed at rates ranging from

1 \$375 to \$675 per hour. (Larsen Decl., ¶¶10-13 and Ex. C.) This results in a multiplier of 1.35
2 which is within the range of multipliers that courts typically approve. (See *Wershba*, supra, 91
3 Cal.App.4th at p. 255 [“[m]ultipliers can range from 2 to 4 or even higher”]; *Vizcaino v. Microsoft*
4 *Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to
5 four are typical in common fund cases].)

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

9 Plaintiffs’ counsel requests reimbursement of litigation costs in the amount of \$15,261.55
10 and presents an itemized list supporting that figure. (Larsen Decl., ¶22, Ex. B.) This is less than
11 the \$20,000 provided for in the settlement. The court finds the cost reimbursement request to be
12 reasonable and therefore approves an award of litigation costs in the requested amount. The
13 settlement administration costs are also approved in the requested amount of \$7,250, which is
14 less than the \$10,000 maximum set by the agreement. (See Mitzner Dec., ¶17, Ex. B.)

15 **V. Conclusion**

16 The motion for final approval of class and representative action settlement is GRANTED.
17 The class as defined herein is certified for settlement purposes. The court sets a compliance
18 hearing for January 7, 2026 at 2:30 p.m. in Department 19.

19 **IT IS SO ORDERED.**

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21 Dated: May 22, 2025

22 
23 Hon. Theodore C. Zayner
24 Judge of the Superior Court
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