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December 15, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
21CV382973
By: tduarte

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SANTA CLARA**

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| DANIELLA VELASQUEZ, individually, and on behalf of other members of the general public similarly situated;<br>Plaintiffs,<br>v.<br>CHARGEPOINT, INC., et al.;<br>Defendants. | Case No. 21CV382973<br><br>**ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT** |

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiffs Daniella Velasquez and Tony Hernandez allege defendant Chargepoint, Inc. violated the Labor Code and the Unfair Competition Law ("UCL") and seeks PAGA penalties based on the violations.

Before the Court is Plaintiffs' motion for final approval of class action and PAGA settlement, which is unopposed.

As discussed below, the Court GRANTS the motion.

**I. BACKGROUND**

According to the allegations of the operative second amended complaint ("SAC"), Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California. (SAC, ¶ 17.) Plaintiffs allege Defendant failed to, among other things, provide requisite rest and meal periods or premiums in lieu thereof; timely pay wages during employment and upon discharge; provide complete and accurate wage statements; and reimbursement for business related expenses.

Based on the foregoing, Plaintiff initiated this action on June 14, 2021 with the filing of the Complaint, which alleged the following causes of action: (1) violation of California Labor Code §§ 510, 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226, 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194, 1997 (unpaid minimum wages); (5) violation of California Labor Code §§ 201, 202 (final wages not timely paid); (6) violation of California Labor Code § 226(a) (non-compliant wage statements; (7) violation of California Labor Code §§ 2800, 2802 (unreimbursed business expenses); and (8) violation of Business & Professions Code §§ 17200, *et seq*.

Plaintiff filed her first amended complaint on August 31, 2023 and on December 10, 2024, Plaintiffs filed the operative SAC, which asserts the following claims: : (1) violation of California Labor Code §§ 510, 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226, 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194, 1997 (unpaid minimum wages); (5) violation of California Labor Code §§ 201, 202 (final wages not timely paid); (6) violation of California Labor Code § 226(a) (non-compliant wage statements; (7) violation of California Labor Code §§ 2800, 2802 (unreimbursed business expenses); (8) violation of Labor Code § 2698, *et seq*. (Private Attorneys General Act of 2004); and (9) violation of Business & Professions Code §§ 17200, *et seq*. The SAC added Plaintiff Hernandez to this action.

Plaintiffs now seek an order for final approval of the class action and PAGA settlement, including attorneys' fees, litigation costs, PAGA penalties, class representative service payments, and administration expenses.

## II. MOTION FOR FINAL APPROVAL

### A. Legal Standard

#### i. Class Action

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

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

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

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168

Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

**ii. PAGA**

Labor Code section 2699, subdivision (l)(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, 2022 U.S. LEXIS 2940.)

Similar to 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 in light of 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 *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

**B. Settlement Class**

Plaintiffs request certification of the following class for settlement purposes:

> All current and former hourly-paid or non-exempt employees of Defendant and employees of West Valley Staffing Group assigned to work at Defendant within the State of California at any time during the Class Period.[1]

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class

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[1] The "Class Period" is defined as "the time from December 17, 2016, through December 21, 2024."

determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

At preliminary approval, the Court provisionally certified the above-described class and subclass, determining that Plaintiff had demonstrated by a preponderance of the evidence (1) an ascertainable class, (2) a well-defined community of interest among the class members and (3) that a class action provides substantial benefits to both litigants and the Court. Consequently, the Court will certify the class for settlement purposes.

**C. Terms And Administration of Settlement**

The non-reversionary gross settlement amount is $450,000. Attorneys' fees of up to 35% of the gross settlement amount, which is approximately $157,000, litigation costs of up to $30,000, and administrative costs of up to $10,000. $40,000 will be allocated to PAGA penalties, 75% of which ($30,000) will be paid to the LWDA, with the remaining 25% ($10,000) dispensed, on a pro rata basis, to "Aggrieved Employees" who are defined as "all current and former hourly-paid or non-exempt employees of Defendant and employees of West Valley assigned to work at Defendant within the State of California at any time during the PAGA Period."[2] Plaintiffs will seek class representative service payments of $10,000 each—totaling $20,000.

The net settlement amount—approximately $198,649.28—will be allocated to Class members on a pro rata basis based on their number of weeks worked. The average individual payment will $671.11, and the highest individual payment will be $4,736.22.

In exchange for settlement, Class Members who do not opt out will release:

> All claims that were asserted, or could have been asserted, based on the allegations set forth in the Operative Complaint arising at any time during the Class Period. These are claims for: (a) failure to pay overtime and minimum

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[2] The PAGA Period is defined as "the time from December 1, 2023, through December 21, 2024."

wages; (b) failure to pay all regular rate wages due (including sick leave pay); (c) failure to provide meal and rest periods and associated premium payments; (d) untimely payments of wages during employment and upon termination; (e) inaccurate wage statements; (f) failure to maintain complete and accurate payroll records; (g) failure to keep payroll records in a central locations; (h) failure to reimburse for necessary business expenses; and (i) practices stemming from these alleged Labor Code violations.[3]

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

> All claims that were asserted, or could have been asserted, based on the allegations set forth in the Operative Complaint and written notices to the LWDA arising at any time during the PAGA Period. These are claims for: (a) failure to pay overtime and minimum wages; (b) failure to pay all regular rate wages due (including sick leave pay); (c) failure to provide meal and rest periods and associated premium payments; (d) untimely payments of wages during employment and upon termination; (e) inaccurate wage statements; (f) failure to maintain complete and accurate payroll records; (g) failure to keep payroll records in a central locations; (h) failure to reimburse for necessary business expenses; and (i) practices stemming from these alleged Labor Code violations.

The notice period has now been completed. Garvin Brown ("Brown"), a case manager for settlement administration ILYM Group, Inc. ("ILYM") submitted a declaration in support of the instant motion. According to Brown's declaration, on July 10, 2025, ILYM received the Class notice approved by the Court. On August 11, 2025, Defendant delivered the Class data to ILYM and on August 25, 2025, ILYM mailed the

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[3] Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the "Class Period."

Class notices to two hundred ninety-six (296) Class members. ILYM promptly remailed any undelivered notices. As of the date of Brown's declaration, thirty (30) Class notices were returned. ILYM remailed twenty-four (24) of them and six (6) were left undelivered because ILYM could not locate new addressed.

The response deadline was on October 24, 2025. As of the date of Brown's declaration, ILYM had not received any objections, disputes, or requests for exclusion. Consequently, there are two hundred ninety-six (296) participating Class members, representing a 100% participation rate. Based on this number, the average individual payment will $671.11, and the highest individual payment will be $4,736.22. Defendant's portion of employer payroll taxes will be paid separate and apart from the settlement.

The settlement provides for administration costs to be paid to ILYM in the amount of $10,000. However, Brown's declaration states the administration costs are $6,250, which is less than the amount allocated in the settlement. Moreover, the amount is supported by Brown's declaration. Thus, administration costs in the amount of $6,250 is approved.

At the preliminary approval, the Court found that the proposed settlement provides a fair and reasonable compromise to Plaintiffs' claims, and that the PAGA settlement is genuine, meaningful, and fair to those affected. It finds no reason to depart from these findings now, especially considering that there are no objections. Therefore, the Court finds that the settlement is fair and reasonable for the purposes of final approval.

**D. ATTORNEYS' FEES**

Class counsel seeks a fee award of $157,000, which is approximately 35% of the gross settlement amount. Class counsel provides a lodestar figure of $371,770, which is based on 463.1 hours of work at billing rates ranging from $600 to $900 per hour, resulting in a negative lodestar of 0.42. This is well below the range of multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements funding a range of 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range"].)

"While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against the lodestar-multiplier calculation." (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*).) Applying the latter approach,

> [T]he percentage-based fee will typically be larger than the lodestar based fee. Assuming that one expects rough parity between the results of the percentage method and the lodestar method, the difference between the two computed fees will be attributable solely to a multiplier that has yet to be applied. Stated another way, the ratio of the percentage-based fee to the lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the reasonableness of the percentage-based fee; if the implied multiplier is unreasonable, the court should revisit its assumptions.

(*Laffitte, supra,* 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California Supreme Court, "[i]f the multiplier calculated by means of a lodestar crosscheck is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Laffitte, supra,* 1 Cal.5th at 505.)

Here, the multiplier sought by Class counsel is well below the range of multipliers typically approved by courts. Moreover, it is supported by Class counsel's declaration and the percentage cross-check. Thus, the Court finds counsel's request fee award is reasonable and it is approved.

**E. PLAINTIFFS' REPRESENTATIVE SERVICE AWARD AND OTHER COSTS**

Plaintiffs request service payments awards of $10,000 each—totaling $20,000. To support this request, Plaintiffs submitted declarations describing their efforts in this matter. Plaintiff Velasquez states she spent approximately 30 hours working on this case, which includes, among other things, meeting with Class counsel; providing and reviewing documents; providing information to Class counsel speaking with other current and former employees to gather support for her claims; reviewing the pleadings, answers, and discovery responses; and making herself available and participating in the mediation. (Velasquez Decl., ¶¶ 3-9.) Plaintiff Hernandez states she weighed the responsibilities of acting as the Class representative and she undertook risk, personally and professionally, on her reputation and future employment opportunities. (Velasquez Decl., ¶¶ 10-12; see *Covillo v. Specialty's Café* (N.D.Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 (*Covillo*)[incentive awards are particularly appropriate where a plaintiff undertakes a significant "reputational risk" in bringing an action against an employer].)

Plaintiff Hernandez states that he spent over 25 hours working on this case, which includes, among other things, gathering relevant documents and information; speaking with other current and former employees to strengthen his claims; reviewing the complaint and the settlement agreement; and making himself available and participating in the mediation. (Hernandez Decl., ¶¶ 4-9.) He also weighed the responsibilities of acting as the Class representative and he undertook risk, personally and professionally, on his reputation and future employment opportunities. (Hernandez Decl., ¶¶ 10-12.)

Based on the foregoing, the Court finds that Plaintiffs are entitled to the awards and the amount requested for each Plaintiff is reasonable and thus, the requests are approved.

Lastly, Class counsel also seeks $27,600.72 in litigation costs, which is less than the $30,000 allowed for in the settlement. The request is supported by Class counsel's declaration. Thus, the request is approved.

## III. CONCLUSION

In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Plaintiffs' motion for final approval is GRANTED. The following Class is certified for settlement purposes only:

> All current and former hourly-paid or non-exempt employees of Defendant and employees of West Valley Staffing Group assigned to work at Defendant within the State of California at any time during the Class Period

Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Plaintiff and the members of the Class will take from the SAC only the relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms of the settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **August 13, 2026 at 2:30 P.M**. in **Department 22.** At least At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

**IT IS SO ORDERED.**

Date: December 12, 2025

Charles F. Adams

CHARLES F. ADAMS
Judge of the Superior Court

**PROOF OF SERVICE**
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is shanneyan@justicelawcorp.com

On December 18, 2025, I served the foregoing document described as

**ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT**

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| for the following case: | **Velasquez, et al. v. Chargepoint, Inc.** |
| LWDA/Court Case No.: | **LWDA Case No.: CM-946689-23**<br>**Court Case No.: 21CV382973**<br>**Santa Clara County Superior Court** |

on interested parties in this action by electronically submitting as follows:

**State of California**
**Labor & Workforce Development Agency**
**800 Capitol Mall, MIC-55**
**Sacramento, California 95814**

**[X] BY ELECTRONIC SUBMISSION**
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 18, 2025, at Pasadena, California.

Shushi
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Sophia Hanneyan