



FILED
Superior Court of California
County of San Francisco

JUL 23 2025

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

SANDY GONZALEZ; ERICH MUES; LEIGHA
SCOTT; and LAWRENCE WILLIAMSON,
individually and on behalf of other members of
the general public similarly situated,

Plaintiffs,

v.

BLUE LINK WIRELESS, LLC; SAAD J.
NADHIR; and DOES 1–50, inclusive,

Defendants.

Case No. CGC-24-614396

ORDER GRANTING MOTION FOR FINAL
APPROVAL AND FOR ATTORNEY'S
FEES, COSTS, AND SERVICE AWARDS

Plaintiffs' unopposed motions for final approval of their global settlement of class and PAGA claims and for attorney's fees, costs, and service awards came on for hearing on July 23, 2025, at 9:00 a.m. in Department 606, the Honorable Jeffrey S. Ross presiding. Edward Wynne (Wynne Law Firm) and Camar Jones (Shavitz Law Group, PA) appeared for plaintiffs. Jocelyn Hannah (Littler Mendelson, P.C.) appeared for defendants. No class members or aggrieved employees submitted advance written objections or otherwise appeared at the hearing. IT IS HEREBY ORDERED that the motions for final approval and for attorney's fees, costs, and service awards are **GRANTED** with an award of **\$145,200** in attorney's fees, **\$9,065.87** in costs, and service awards totaling **\$4,000** as follows: \$1,000 to Gonzalez, \$1,000 to Mues, \$1,000 to Scott, and \$1,000 to Williamson. A compliance hearing is **RESERVED** for **December 12, 2025, at 2:00 p.m.** with a compliance statement that includes an

1 accounting of funds and disbursements due no later than **December 3, 2025**.

2 1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and
3 definitions of the settlement agreement.

4 2. The following Settlement Classes are certified for settlement purposes:

5 a. Store Leaders: *All persons employed by Defendants in California as salaried, exempt-*
6 *classified Store Leaders between March 8, 2021, and June 10, 2024.*

7 b. Hourly Retail Employees: *All persons employed by Defendants in California as non-*
8 *exempt retail store employees between March 8, 2021, and November 5, 2024.*

9 3. The court finds that the Settlement Classes meet the requirements for certification under Code of Civil
10 Procedure section 382 because: (1) the proposed Settlement Classes are numerous and ascertainable;
11 (2) there are predominant common questions of law or fact; (3) plaintiffs' claims are typical of the
12 claims of the members of the proposed Settlement Classes; and (4) a class action is superior to other
13 methods to efficiently adjudicate this controversy.

14 4. Christopher A. Hanna, who timely requested exclusion, is not a member of the Settlement Classes and
15 shall take nothing from the class settlement.

16 5. The notice and plan of distribution approved by this court met the requirements of due process and
17 constituted the best notice practicable under the circumstances. As set forth in the declaration of
18 Lluvia Islas, Phoenix Settlement Administrators distributed notice in compliance with this court's
19 preliminary approval order and the Settlement Agreement. The court finds the administration process
20 to date was adequate and comported with due process, reaching nearly all class members.

21 6. The court hereby approves payment of administration expenses to Phoenix Settlement Administrators
22 in the amount of **\$9,750**. Phoenix shall continue to serve as settlement administrator and shall, *inter*
23 *alia*, disburse payments to class members, aggrieved employees, and the LWDA in accordance with
24 the terms of the Settlement Agreement and this final approval order.

25 7. The court has considered the *Dunk/Kullar* factors and the circumstances surrounding the settlement
26 and finally approves the settlement, now in the gross amount of **\$465,065.12** based on application of
27 the escalator clause, as a fair, adequate, and reasonable settlement.

- 1 8. For settlement purposes only, Sandy Gonzalez, Erich Mues, Leigha Scott, and Lawrence Williamson
2 are appointed as class representatives with Erich Mues representing the Hourly Retail Employees.
- 3 9. For settlement purposes only, the Wynne Law Firm and Camar Jones of Shavitz Law Group, PA are
4 appointed as Class Counsel.
- 5 10. The court awards reasonable attorney's fees to Class Counsel in the amount of **\$145,200**—33 percent
6 of the un-escalated gross settlement amount of \$440,000—rather than the amount proposed by Class
7 Counsel (\$155,021.00). The court will not approve a percentage of the fund after application of the
8 escalator clause as the clause is intended to protect class members from dilution of their settlement
9 shares. In making this award, the court considered the following factors: (1) the results obtained by
10 Class Counsel in this case; (2) the risks and legal issues involved in this case; (3) the fee's
11 contingency upon success; (4) the range of awards made in similar cases; and (5) the time spent and
12 work performed in litigating the case.

13 The court conducted a lodestar cross-check of the total lodestar quoted to the court in the
14 amount of \$281,964. As the court observed at the hearing, the number of hours represented with three
15 lawyers billing time appears to be inconsistent with the legal services necessary to achieve the
16 settlement. For example, Attorney Wynne, in his supplemental declaration in support of preliminary
17 approval, provided a summary of hours by category of task for both law firms, but this was not
18 updated at final approval, and the declaration of Mr. Jones, who spent the most time on this case,
19 lacks detail. The court is concerned that counsel may have included in the lodestar figure time that is
20 not properly billable to any client, such as time spent correcting issues with Mr. Jones's pro hac vice
21 application or other deficiencies. The duplication of efforts by named partners, namely Attorney
22 Wynne and Attorney Shavitz, is neither explained nor justified. The court questions whether the
23 additional 40 plus hours of attorney time incurred since preliminary approval is reasonable given the
24 recycled briefing and evidence, lack of any objections to respond to, and lack of evidence of a need
25 for substantial class member outreach or administrator supervision since preliminary approval. For
26 the reasons the court expressed at the hearing, the counsels lodestar figure of \$281,964 appears to be
27 disproportionate to the legal services necessary to achieve the settlement. However, since the one-
28

1 third of the settlement amount represents a reduction from the lodestar presented, the court concludes
2 that a reasonable attorney fee is \$145,200, 33 percent of the un-escalated gross settlement amount of
3 \$440,000. On this record, the court finds a reasonable award is \$145,200, which counsel have agreed
4 to split 55 percent to Shavitz Law Group, PA and 45 percent to Wynne Law Firm.

5 11. Class counsel requested expense reimbursement in the amount of \$10,604.71 with \$7,092.21 to
6 Wynne Law Firm and \$3,512.50 to Shavitz Law Group, PA. The court authorizes reimbursement of
7 Class Counsels' litigation expenses in the total amount of **\$9,065.87** as set forth below; any additional
8 expenses (such as travel, unspecified non-legal "research," or pro hac vice fees) are disallowed as
9 unsubstantiated:

10 a. Shavitz Law Group, PA: \$3,000 for share of mediation fee.

11 b. Wynne Law Firm: \$3,000 for share of mediation fee, \$11.60 for "document
12 copies/download," filing/e-filing/service fees of \$2,702.95, and \$351.32 in courier and
13 postage expenses, which amount to **\$6,065.87**.

14 12. Plaintiffs have requested that they each receive a service award of \$2,500, but the court finds that the
15 evidence presented is insufficient to justify a service award in that amount as to each representative
16 based on the limited evidence presented, consideration of the pertinent criteria (*Cellphone*
17 *Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394–95, and average settlement payment of
18 \$397.01 (with the lowest payment amounting to just \$7.32). At final approval, the court received the
19 same generic and nearly-identical form declarations from each class representative that were
20 submitted at the time of preliminary approval. None of the declarations describe any peculiar risks
21 faced by each class representative or the amount of work each representative performed during the
22 case. It appears none of the class representatives were deposed. While there is always some modicum
23 of risk to an employee suing his or her employer, the declarations presented are insufficient to justify
24 an award of \$2,500 to each representative here, particularly given none of the class representatives
25 were employed by defendants at the time they commenced this action. While the court is skeptical that
26 each representative participated at the same level, the evidence presented is insufficient to allow the
27 court to determine whether any particular representative provided greater service to the class or faced
28

greater risks than the others. Accordingly, the court finds a reasonable service award under the circumstances to be **\$4,000** and apportions this amount equally among the class representatives with **\$1,000 to each class representative.**

13. The Court reserves a compliance hearing for **December 12, 2025, at 2:00 p.m.** No later than **December 3, 2025**, the parties shall submit a compliance statement setting forth disbursements made, a summary accounting, the number and value of any uncashed settlement checks, and any other matters the parties need to bring to the court's attention. The compliance statement must be accompanied by a declaration from a representative of Phoenix.

14. Class Counsel shall serve this order and the judgment upon the LWDA within **5 court days.**

15. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of Court—and without impacting the finality of this order—the court retains jurisdiction over plaintiffs, all members of the Settlement Class, and defendants for the purpose of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this order.

Dated: July 23, 2025



JEFFREY S. ROSS
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On July 23, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: July 23, 2025

Brandon E. Riley, Court Executive Officer

By: _____
Sean Kane, Deputy Clerk