

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Osmin Antonio Joya Garcia
Plaintiff/Petitioner(s)
VS.
San Joaquin Door & Supply,
Inc.
Defendant/Respondent
(s)

No. 23CV040971
Date: 11/07/2024
Time: 10:00 AM
Dept: 23
Judge: Michael Markman

ORDER re: Hearing on Motion for
Preliminary Approval of
Settlement; Case
Management Conference
filed by Osmin Antonio
Joya Garcia (Plaintiff) on
08/27/2024

The Motion re: Plaintiffs Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement filed by Osmin Antonio Joya Garcia on 08/27/2024 is Granted.

BACKGROUND FACTS

This is a wage-and-hour class action and PAGA representative action. Plaintiff Osmin Antonio Joya Garcia and Defendant San Joaquin Door & Supply, Inc. agreed to settle the claims for \$ \$530,000.00. The gross settlement amount includes up to \$ 174,900.00 in attorney's fees; up to \$9,462.94 in litigation costs; a service payment of up to \$10,000.00 for the named plaintiff; settlement administration costs of up to \$7,000.00; and \$25,000.00 in PAGA civil penalties, 75% of which go to the California Labor and Workforce Development Agency (LWDA). The remaining funds, including 25% of the PAGA penalties, are to be distributed among participating class members and aggrieved employees on a pro rata basis.

LEGAL STANDARD

To prevent "fraud, collusion or unfairness to the class, the settlement or dismissal of a class action requires court approval." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800.) The Court "must determine the settlement is fair, adequate, and reasonable." (*Id.* at p. 1801.) "The well-recognized factors that the trial court should consider in evaluating the reasonableness of a class action settlement agreement include '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

ORDER re: Hearing on Motion for Preliminary Approval of Settlement;
Case Management Conference filed by Osmin Antonio Joya
Garcia (Plaintiff) on 08/27/2024

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and 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.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128 [quoting *Dunk, supra*, at p. 1801].)

Similarly, a “trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 [noting overlap of factors in class action analysis, “including the strength of the plaintiff’s case, the risk, the stage of the proceeding, the complexity and likely duration of further litigation, and the settlement amount”].)

PRELIMINARY APPROVAL

Plaintiff’s counsel investigated and obtained information from Defendant, analyzing a statistically significant sampling of wage statements and time records for putative class members. (Melmed Decl., ¶ 20.) The parties then participated in an arm’s length mediation with a professional mediator and eventually settled. (*Id.*, ¶¶ 19, 20.) Plaintiff includes an adequate *Kullar* analysis, providing a reasonable estimate of the number of class members, the total estimated possible recovery, and an explanation why the settlement was reasonable in light thereof. (See *id.*, ¶¶ 23–73.) The court gives “considerable weight to the competency and integrity of counsel and the involvement of a neutral mediator in assuring itself that a settlement agreement represents an arm’s length transaction entered without self-dealing or other potential misconduct.” (*Kullar, supra*, 168 Cal.App.4th at p. 129.) The terms of the settlement and notice procedures are generally fair, reasonable, and adequate. At the court’s request, the parties revised the scope of the PAGA release and updated the proposed notice. (See generally Becker Decl., filed Oct. 31, 2024.)

SERVICE AWARD, FEES, & COSTS

The court will not rule on the incentive award for the representative plaintiff, attorney’s fees, or costs until final approval but provides the following preliminary guidance:

Any incentive, enhancement, or service award must be supported with “quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs.” (*Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 807.) If Plaintiff relies upon the execution of a broader release than other class members, admissible information regarding the release and its estimated value should be provided. Absent special circumstances, the court is unlikely to approve an award of more than \$7,500.

This court’s benchmark for attorney’s fees is 30%. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 495; *Schulz v. Jeppesen Sanderson, Inc.* (2018) 27 Cal.App.5th 1167, 1175; *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557 fn 13; *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 fn 11.) A “court approving a settlement that includes a negotiated

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fee [] is required to decide if the fee negotiated by the parties closely approximates the value of the attorneys' work." (*Robbins v. Alibrandi*, 127 Cal.App.4th 438, 452.) Counsel must address the value of the attorneys' work, as well as the justification for any deviation from this court's benchmark. Ten percent of the attorney's fee award must be held by the settlement administrator until completion of the distribution process and court approval of a final accounting.

The settlement agreement authorizes reimbursement of litigation costs. Counsel must provide evidentiary support for the actual costs incurred at the time of final approval.

The court's preference is for Plaintiffs to move for final approval, including approval of attorneys' fees, costs, and Plaintiff's enhancement award, in a single motion.

ORDER

Plaintiff's motion for preliminary approval of class action settlement is GRANTED. The court will sign the proposed order submitted on October 31, 2024. A final approval hearing will be held on April 3, 2025 at 10:00 am in Department 23. The moving party may obtain a reservation number from the clerk.

The Case Management Conference scheduled for 11/07/2024 is continued to 04/03/2025 at 10:00 AM in Department 23 at Rene C. Davidson Courthouse .

Continued to coincide with final approval hearing.

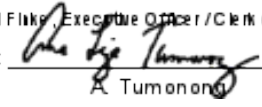
Dated : 11/07/2024



Michael Markman / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 11/08/2024 Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Tumonong
PLAINTIFF/PETITIONER: Osmin Antonio Joya Garcia		
DEFENDANT/RESPONDENT: San Joaquin Door & Supply, Inc.		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 23CV040971

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order re: Hearing on Motion for Preliminary Approval of Settlement; Case Management Conference filed by Osmin Antonio Joya Garcia (Plaintiff) on 08/27/2024 entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Hannah Becker
hb@melmedlaw.com

Jonathan Melmed
jm@melmedlaw.com

Megan Emslie Ross
megan@melmedlaw.com

Robert H. Pepple
Nixon Peabody LLP
rpepple@nixonpeabody.com

Dated: 11/08/2024

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Tumonong, Deputy Clerk