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May 23, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
23CV416772
By: edesantiago

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JOEL SINGLETON, individually, and on behalf of other members of the general public similarly situated,	)	Case No.: 23CV416772
	)	
Plaintiff,	)	ORDER GRANTING PLAINTIFF'S
	)	MOTION FOR FINAL APPROVAL OF
v.	)	CLASS ACTION SETTLEMENT;
	)	GRANTING PLAINTIFF'S MOTION FOR
	)	ATTORNEYS FEES, COSTS AND
VALET LIVING, LLC, et al.,	)	ENHANCEMENT PAYMENT
	)	
Defendants.	)	
	)	

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Joel Singleton ("Plaintiff") alleges that Defendant Valet Living, LLC and Valet Living Turns, LLC ("Defendants") committed various wage and hour violations. Before the Court is Plaintiff's motion for final approval of settlement along with a motion to approve attorneys fees, costs and an enhancement payment to Plaintiff, both of which are unopposed. The Court held a final approval hearing on May 22, 2025, at which only counsel for the parties appeared; no class members appeared to address the settlement.

For the reasons discussed below, the Court GRANTS Plaintiff's motions.

ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT ET AL.

1 **I. BACKGROUND**

2 According to the allegations of the operative Second Amended Complaint (“SAC”), Plaintiff was
3 employed by Defendant as a Service Valet - Non-Driver and Service Valet in Training - Non
4 Driver, hourly-paid, non-exempt positions, from July 2022 to September 2022. (SAC, ¶ 4.)
5 Plaintiff alleges that Defendant failed to: pay all wages owed for hours worked (including
6 minimum and overtime wages); provide meal periods or compensation in lieu thereof; permit
7 rest breaks or provide compensation in lieu thereof; provide accurate, itemized wage statements;
8 maintain accurate payroll records; pay wages owed upon separation of employment; timely pay
9 wages during employment; provide written notice of paid sick leave; and reimburse employees
10 for necessary business expenses incurred by them.

11 Based on the foregoing, the SAC asserts the following causes of action: (1) unpaid
12 minimum wages; (2) failure to authorize and permit rest periods; (3) non-compliant wage
13 statements and failure to maintain payroll records; (4) wages not timely paid upon termination;
14 (5) failure to timely pay wages during employment; (6) unreimbursed business expenses; (7)
15 civil penalties under PAGA; (8) violation of Business & Professions Code § 17200 (unlawful
16 business practices); and (9) violation of Business & Professions Code § 17200 (unfair business
17 practices).

18 The parties reached a settlement and Plaintiff moved for preliminary approval of the
19 settlement, which the Court granted and thereafter entered a formal order memorializing its
20 decision. Now before the Court is the unopposed motion for final approval of the settlement
21 agreement and the unopposed motion for attorneys fees, costs and enhancement payment.

22 **II. Legal Standard**

23 Generally, “questions whether a settlement was fair and reasonable, whether notice to the class
24 was adequate, whether certification of the class was proper, and whether the attorney fee award
25 was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*

1 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), citing *Dunk v. Ford Motor Co.*
2 (1996) 48 Cal.App.4th 1794 (*Dunk*).)

3 “In determining whether a class settlement is fair, adequate and reasonable, the trial court
4 should consider relevant factors, such as “the strength of plaintiffs’ case, the risk, expense,
5 complexity and likely duration of further litigation, the risk of maintaining class action status
6 through trial, the amount offered in settlement, the extent of discovery completed and the stage
7 of the proceedings, the experience and views of counsel, the presence of a governmental
8 participant, and the reaction of the class members to the proposed settlement.” (*Wershba, supra*,
9 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers for*
10 *Justice v. Civil Service Com’n, etc.* (9th Cir. 1982) 688 F.2d 615, 624 (*Officers*).)

11 “The list of factors is not exclusive and the court is free to engage in a balancing and
12 weighing of factors depending on the circumstances of each case.” (*Wershba, supra*, 91
13 Cal.App.4th at p. 245.) The court must examine the “proposed settlement agreement to the extent
14 necessary to reach a reasoned judgment that the agreement is not the product of fraud or
15 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a
16 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, quoting *Dunk, supra*, 48
17 Cal.App.4th at p. 1801 and *Officers, supra*, 688 F.2d at p. 625 [internal quotation marks
18 omitted].)

19 “The burden is on the proponent of the settlement to show that it is fair and reasonable.
20 However “a presumption of fairness exists where: (1) the settlement is reached through arm’s-
21 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
22 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
23 objectors is small.” (*Wershba, supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*, 48
24 Cal.App.4th at p. 1802.)

1 Similar to its review of class action settlements, the Court must “determine independently
2 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the
3 LWDA in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72
4 Cal.App.5th 56, 76-77.) The Court must make this assessment “in view of PAGA’s purposes to
5 remediate present labor law violations, deter future ones, and to maximize enforcement of state
6 labor laws.” (*Id.* at p. 77.)

7 **III. Terms and Administration of Settlement**

8 The case has been settled on behalf of the following class:

9 [A]ll persons employed by Defendant in California as a non-exempt employee from June
10 23, 2021 through June 13, 2024.

11 According to the terms of the settlement, Defendant will pay a non-reversionary gross
12 settlement of \$850,000. The gross settlement amount includes attorney fees of up to \$283,333
13 (one-third of the gross settlement), litigation costs not to exceed \$20,000 and administration
14 costs not to exceed \$21,000 will be paid from the gross settlement. \$85,000 will be allocated to
15 PAGA penalties, 75% of which (\$63,750) will be paid to the LWDA, with the remaining 25%
16 (\$21,250) distributed, on a pro rata basis, to “PAGA Members,” who are defined as “all persons
17 employed by Defendant in California as a non-exempt employee from August 1, 2022 through
18 June 13, 2024. Plaintiff will seek a service award of \$10,000.

19 The net settlement amount (approximately \$430,667) will be allocated to “Class
20 Members” defined as “all persons employed by Defendant in California as a non-exempt
21 employee from June 23, 2021 through June 13, 2024”¹ on a pro rata basis based on the number
22 of weeks worked during the foregoing period. For tax purposes, settlement payments will be
23 allocated one-third to wages and two-thirds to non-wages (i.e., penalties and interest). The

24
25 ¹ The Settlement Class will not include any person who previously settled or released any
of the claims covered by this Settlement, or any person who previously was paid or received
awards through civil or administrative actions for the claims covered by this Settlement.

1 employer-side payroll taxes will be paid by Defendant separate from, and in addition to, the
2 gross settlement amount. 100% of the payment to PAGA Members will be allocated to
3 penalties. Funds associated with checks uncashed after 180 days will be transmitted as follows:
4 50% to The Justice Gap Fund maintained by the State Bar of California pursuant to Code of
5 Civil Procedure section 384; and 50% to Koinonia Family Services, a non-profit 501(c)(3)
6 organization, to be used solely for child advocacy programs in the state of California pursuant to
7 Code of Civil Procedure section 384, subdivision (b).

8 In exchange for the settlement, the Class Members who do not opt out will release:
9 [A]ll claims under state, federal and local law that were or could have been asserted based on the
10 facts and matters alleged in the Action, the Complaint and any amendments thereto, as to the
11 Class Members, including without limitation: California Labor Code sections 201, 202, 203, 204,
12 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 248.5, 248.6, 249,
13 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
14 2802, and 2810.5; the corresponding sections of California Industrial Commission Wage Orders,
15 California Code of Regulations, Title. 8, section 11040, et seq., Business and Professions Code
16 sections 17200 et seq., California Code of Civil Procedure section 1021.5; and including all
17 claims for unpaid wages, minimum wages, hours worked, overtime or double time wages,
18 regular rate of pay, bonus and incentive pay, timely payment of wages during employment,
19 timely payment of wages at separation, wage statements, payroll records and recordkeeping,
20 unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest
21 break premiums, waiting time penalties; and claims for unfair competition, unfair business
22 practices, unlawful business practices, fraudulent business practices, declaratory relief, penalties
23 (excluding PAGA civil penalties), interest, fees, and costs, all based on the facts and matters
24 alleged in the Action, the Complaint, and any amendments thereto, from June 23, 2021 through
25 June 13, 2024. Expressly excluded from the release are claims for retaliation, discrimination,

1 unemployment insurance, disability, workers compensation, and claims outside the Released
2 Class Claims.

3 PAGA Members, who consistent with the statute will not be able to opt out of the PAGA
4 portion of the settlement, will release:

5 [A]ll claims arising during the PAGA Period seeking civil penalties under PAGA, that
6 Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted
7 by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members,
8 asserted or could reasonably have asserted based on the facts alleged in the LWDA letter,
9 including but not limited to all claims arising under the California Labor Code sections 201, 202,
10 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 245.5, 246, 246.5, 247, 247.5, 258.5,
11 248.6, 249, 256, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
12 1197.1, 1198, 2698 et seq., 2802, and 2810.5 as alleged in the Action, and the corresponding
13 sections of the California Industrial Welfare Commission, based the facts alleged in the LWDA
14 letter.

15 The foregoing releases are appropriately tailored to the allegations at issue. (See *Amaro v.*
16 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.)

17 In its order granting preliminary approval of the settlement, the Court approved CPT
18 Group, Inc. (“CPT”) as the settlement administrator. On December 23, 2024, Defense counsel
19 provided CPT with the class data file, including names, social security numbers, last known
20 mailing addresses, employment dates, and the total number of relevant workweeks worked by
21 each Class member (“Class List”). (Declaration of Regina Cutler (“Cutler Decl.”), ¶ 3.) On
22 January 3, 2025, CPT sent the Class Notice to 2,597 Class Members. (*Id.* at ¶ 4.) As of the date
23 of Cutler Declaration, April 25, 2025, 32 Notices have been considered undeliverable. (*Id.* at ¶
24 8.) As of the date of the declaration, CPT received one (1) valid request for exclusion from Class
25 Members. (*Id.* at ¶ 6.) As of the date of the same declaration, the settlement administrator has

1 received no objections to the settlement. (*Id.* at ¶ 7.) According to the administrator’s
2 calculations, the average individual settlement payment will be approximately \$165.90. (*Id.* at ¶
3 8.) The notice process has now been completed.

4 **IV. Enhancement Awards, Attorney Fees, and Costs**

5 The settlement Agreement provides for an enhancement award to Plaintiff in the amount
6 of \$10,000.

7 “The rationale for making enhancement or incentive awards to named plaintiffs is that
8 they should be compensated for the expense or risk they have incurred in conferring a benefit on
9 other members of the class. An incentive award is appropriate if it is necessary to induce an
10 individual to participate in the suit. Criteria courts may consider in determining whether to make
11 an incentive award include: 1) the risk to the class representative in commencing suit, both
12 financial and otherwise; 2) the notoriety and personal difficulties encountered by the class
13 representative; 3) the amount of time and effort spent by the class representative; 4) the duration
14 of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative
15 as a result of the litigation. These “incentive awards” to class representatives must not be
16 disproportionate to the amount of time and energy expended in pursuit of the lawsuit.”
17 (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395 [internal
18 punctuation and citation].)

19 In support of the motion for final approval of settlement, Plaintiff submitted a declaration
20 describing his participation in the action. Plaintiff indicates he spent between 25 and 35 hours in
21 connection with the lawsuit. (Declaration of Joel Singleton, ¶¶ 9, 11.) Based on the number of
22 hours spent on this lawsuit, the Court approves an enhancement award of \$10,000 to Plaintiff.
23 The Court has an independent right and responsibility to review the requested attorney fees and
24 only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular*
25 *Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) “Courts recognize two methods for

1 calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage
2 of recovery method.” (*Wershba, supra*, 91 Cal.App.4th at p. 254.)

3 Class counsel seeks an attorney fee award in the amount of \$283,333, one-third of the
4 gross settlement amount. Counsel provides evidence of a lodestar of \$149,632.50, based on a
5 total of 234 hours at rates ranging from \$425 to \$950 per hour. This results in an approximate
6 multiplier of 1.89 and is within the range of multipliers that courts typically approve.

7 (*Wershba, supra*, 91 Cal.App.4th at p. 255 “[m]ultipliers can range from 2 to 4 or even
8 higher”).) The benefits achieved by the settlement justify an award of attorney fees to class
9 counsel. The Court finds that the requested attorney fee award is reasonable as a percentage of
10 the common fund and approves an attorney fee award in the requested amount of \$283,333.

11 Class counsel requests reimbursement of litigation costs in the amount of \$17,587.21. The Court
12 approves an award of litigation costs in this amount. The settlement administration costs are also
13 approved in the requested amount of \$21,000. (Cutler Decl., ¶ 10.)

14 **V. Conclusion**

15 The motion for final approval of class and representative action settlement is GRANTED.

16 The class as defined herein is certified for settlement purposes. Judgment shall be entered
17 through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Pursuant to Rule
18 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the parties to
19 enforce the terms of the settlement agreement and the final order and judgment.

20 The Court sets a compliance hearing for **February 5, 2026 at 2:30 p.m.** in Department 7.
21 At least ten court days before the hearing, class counsel and the settlement administrator shall
22 submit a summary accounting of the net settlement fund identifying distributions made as
23 ordered herein; the number and value of any uncashed checks; amounts remitted to the *cy pres*
24 recipient; the status of any unresolved issues; and any other matters appropriate to bring to the
25

1 court's attention. Counsel shall also submit an amended judgment as described in Code of Civil
2 Procedure section 384, subdivision (b).

3
4 Dated: May 23, 2025


CHARLES F. ADAMS
Judge of the Superior Court