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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

JASON PEAVICH, individually, on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons, *Plaintiff*, v. LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC., a corporation; and DOES 1 through 10, inclusive, *Defendants*.	Case No.: 23CV047567 *Assigned for all purposes to:* *Hon. Somnath Raj Chatterjee* *Dept. 21* **REVISED [PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** FINAL APPROVAL HEARING Date: August 19, 2025 Time: 2:30 p.m. Dept.: 21

This matter came on for hearing on August 19, 2025 at 2:30 p.m., in Department 21 of the above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement pursuant to California Rules of Court, Rule 3.769. Prior to the Hearing, the Court issued a Tentative Ruling which was not contested by either Party and is hereby adopted as follows:

The complaint alleges various Labor Code claims.

The case preliminarily settled for a total of $ 305,000. The settlement agreement states there will be attorneys' fees of up to $106,750 (35%), costs of up to $20,000, Service Payment of $10,000 to Plaintiff, settlement administration costs of up to $6,950, and a PAGA payment of $10,000 ($7,500 to the LWDA). After these expenses, the amount available to be distributed to the Class would be $151,300. There are an estimated 137 Class Members. The average recovery for each class members would be $1,104.

The motion makes an adequate analysis as required by Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116.

The proposed class notice form and procedure are adequate. One (1) of the Class Members has opted out and none have objected.

The proposed class is appropriate for class certification.

The scope of the named plaintiff release is appropriate. The agreement for the named plaintiff may include a Civil Code 1542 waiver.

The scope of the LWDA's release for claims asserted under the PAGA is appropriate. The PAGA release does not release claims by the aggrieved employees. The scope of the LWDA's release is limited to the scope of the PAGA notice letter. (LaCour v. Marshalls of California, LLC (2023) 94 Cal.App.5th 1172, 1192-1196.)

The scope of the class release is appropriate. The scope of the class release is limited to the claims arising out of the claims in the complaint where the named plaintiffs are typical and can adequately represent the class. (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537-538.) The release of claims by the class is limited by the "factual predicate rule." (Hesse v. Sprint Corp. (9th Cir. 2010) 598 F.3d 581, 590.) (See also Hendricks v. Starkist Co (N.D. Cal. 2016)

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2016 WL 692739 at * 2-4 [Denying motion for final approval of class settlement because scope of release overbroad].)

The scope of the class release does not include a release of the LWDA's claims.

The Court notes and approves of the plan to distribute the settlement funds with no claims process.

The unclaimed funds will be distributed to Katherine and George Alexander Community Law Center. This is consistent with CCP 384. Counsel has provided a declaration in support of the motion that provides the information required by CCP 382.4.

APPROVAL OF FEES, COSTS, AND SERVICE AWARD

"Because absent class members are not directly involved in the proceedings, oversight to ensure settlements are fair and untainted by conflict is the responsibility of both the class representative and the court." (Mark v. Spencer (2008) 166 Cal.App.4th 219, 227.)

"[T]horough judicial review of fee applications is required in all class action settlements and the fairness of the fees must be assessed independently of determining the fairness of the substantive settlement terms. (Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 555-556.)

The court starts with its benchmark, then cross-checks with the lodestar, and makes adjustments if the benchmark is significantly different from the lodestar. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 505 ["If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted"].)

The Ninth Circuit's benchmark is 25%. (Laffitte v. Robert Half Internat. Inc. (2016) 1 Cal.5th 480, 495.)

When using the percentage of recovery approach, this court's benchmark for fees is 30% of a total fund. Courts have benchmarks ranging from 25% to 33%. 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; Schulz v. Jeppesen Sanderson, Inc. (2018) 27 Cal.App.5th 1167, 1175.)

The court recently reviewed and reaffirmed its use of a benchmark of 30%. (Hurtubise v.

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Sutter East Bay Hosp. (2021) 2021 WL 11134912.)

The benchmark of 30% of $305,000 suggests fees of $91,500.

When cross-checking with the lodestar/multiplier, the court will evaluate the lodestar based on reasonable fees that would have been charged at hourly rates and then apply a multiplier. The multiplier includes contingent fee risk and other factors.

Counsel assert they spent approximately 143 hours on the case. This is reasonable.

The court finds that a blended rate of $600 is appropriate for the case. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 708-709 [blended rate of $550]; Espejo v. Copley Press, Inc. (2017) 13 Cal.App.5th 329, 337 [blended rate of $500/hour]; 569 East County Boulevard LLC v. Backcountry Against the Dump, Inc. (2016) 6 Cal.App.5th 426, 438-440 fn 14, fn 16 [blended rate of $275].) Regarding the amount of the blended rate, the court considers the evidence and its own knowledge and familiarity with the legal market. (Meridian Financial Services, Inc. v. Phan (2021) 67 Cal.App.5th 657, 709.) The court takes judicial notice of the rates for counsel in the USAO Fitzpatrick Matrix on "Hourly Rates ($) for Legal Fees for Complex Federal Litigation in the District of Columbia." The court takes judicial notice of the Laffey matrix. (http://www.laffeymatrix.com/) The court gives little weight to the anecdotal fee awards of other trial judges. Counsel can selectively present fee awards that indicate the highest hourly billing rates.

The court recently reviewed and reaffirmed its use of a blended rate of $550. (Harris v. Southern New Hampshire University (2023) 2023 WL 3605289.)

The court will use a blended rate of $600 per hour.

This results in a lodestar of $85,800.

The court applies a 1.2 multiplier for risk. When considering risk, the court considers there is less risk in a case with fee shifting statutes because counsel's potential fees are not limited by and coupled to the monetary recovery. With a fee shifting statute, counsel has the risk of proving liability but if counsel proves liability, then the fees shift to the defendant with little to no consideration of the amount of the client's monetary recovery. (Weeks v. Baker & McKenzie (1998) 63 Cal.App.4th 1128, 1174.) For example, a nominal damage recovery will result in counsel recovering "reasonable attorneys' fees" that could far exceed the award of damages. (Harman v. City and County of San

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Francisco (2007) 158 Cal.App.4th 407, 419 [jury awarded plaintiff $30,300, counsel recovered $1,113,905.40 in fee-shifted fees]; Heritage Pacific Financial, LLC v. Monroy (2013) 215 Cal.App.4th 972, 1006-1007 [client recovered $1, counsel recovered $87,525 in fee-shifted fees].) There was a fee shifting provision. (E.g. Labor Code 2802) This results in a multiplier adjusted lodestar of $102,960.

Considering the percentage analysis fees of $91,500 and the multiplier adjusted lodestar fees of $102,960, the court will award fees of $91,500. This is the Court's benchmark. The award of fees is appropriate to compensate counsel in this case, to incentivize the prosecution of meritorious cases, and does not result in an unreasonable windfall to counsel at the expense of their clients.

The court approves costs of $13,494.57.

The court approves actual settlement administration costs of $6,950.

The court approves a service award of $7,500 to Plaintiff. Plaintiff submitted a declaration with evidence regarding the nature of participation in the action, including a description of specific actions and the amount to time committed to the prosecution of the case. (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807.)

SETTLEMENT ADMINISTRATION

"The settlement-fund proceeds, having been generated by the value of the class members' claims, belong solely to the class members." (Klier v. Elf Atochem North America, Inc. (5th Cir. 2011) 658 F.3d 468, 474.) "Ultimately, "[t]he goal of any distribution method is to get as much of the available damages remedy to class members as possible and in as simple and expedient a manner as possible."" (In re LIBOR-Based Financial Instruments Antitrust Litigation (S.D.N.Y. 2018) 327 F.R.D. 483, 496.) If there are unclaimed funds after an initial distribution to the class members, then the Court can order a second distribution to the class members who cashed their initial checks. (4 Newberg & Rubenstein on Class Actions (6th ed. 2022) §§ 12:28, 12:30.)

The Court ORDERS that the checks in the initial distribution will be void after 120 days. The court finds that 120 days is an adequate time for absent class members to cash the checks. The court finds that 180 days is unnecessarily long and unnecessarily delays the accounting and thus the determinations on whether there should be a second distribution and whether to release funds to the

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cy pes beneficiary and to counsel.

The Court ORDERS that funds not be distributed to the cy pres beneficiary until after Court approval of a final accounting. If there are significant uncashed checks after the initial distribution, then class counsel may propose a second distribution to the persons who cashed the first checks. Based on information provided by the claims administrator, the court might order a second distribution.

The Court ORDERS that 10% of any fee award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting.

The Court will set a compliance hearing after the completion of the distribution process and the expiration of the time to cash checks for counsel for plaintiff and the Administrator to comply with CCP 384(b) and to submit a summary accounting how the funds have been distributed to the class members and the status of any unresolved issues. If the distribution is completed, the Court will at that time release funds to the cy pres beneficiary and any hold-back of attorney fees.

The court ORDERS that at the time of the final accounting that counsel for plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial Council. (CCP 384.5; Govt Code 68520.)

The Court further ORDERS as follows:

1. Without affecting the finality of this Order or the entry of judgment in any way, this Court retains continuing jurisdiction of all matters relating to the implementation, interpretation, administration, effectuation and enforcement of this order and the Settlement.

2. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and this Order.

3. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

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4. The Court sets a compliance hearing for May 6, 2026 at 2:30 p.m.

IT IS SO ORDERED.

Dated: ____________________________ ____________________________
Honorable Somnath Raj Chatterjee
Judge of the Superior Court

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PROOF OF SERVICE

Peavich v. Langan Engineering and Environmental Services, Inc., et al.
23CV047567

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Christina Hicklin, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, CA 90017. My electronic service address is christina.hicklin@wilshirelawfirm.com.

On September 10, 2025, I served the foregoing, **REVISED [PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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Attorneys for Defendant

(X) **BY MAIL:** I enclosed the above documents in a sealed envelope with postage thereon fully prepaid and placed for collection and mailing on the above date in accordance with ordinary business practices. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service the same day in the ordinary course of business pursuant to Cal. Code Civ. Proc. § 1013(a).

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.

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

Executed on September 10, 2025, at Los Angeles, California.

Christina Hicklin