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FILED
By Superior Court of California, County of San Mateo
ON 12/29/2025
By /s/ Nelson, Ashlee
Deputy Clerk

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CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

RUDIS CARRANZA, individually, and on behalf of all others similarly aggrieved,

Plaintiff,

vs. BRISBANE RECYCLING CO., INC., a California corporation, JOSEPH NUBLA, an individual, and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 24-CIV-01496

Assigned for All Purposes to:
Hon. Nicole S. Healy
Dept. 28

NH ~~[PROPOSED]~~ ORDER AFTER HEARING GRANTING MOTION FOR APPROVAL OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT AND JUDGMENT

Date: December 17, 2025
Time: 2:00 p.m.
Dept.: 28

Under Labor Code section 2699(*l*)(2) of the Private Attorneys General Act of 2004 ("PAGA"), Plaintiff Rudis Carranza's Motion for Approval of Settlement under PAGA came before the Court on a regularly noticed motion.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees (the "Aggrieved Employees"), as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's complaint and her letter to the Labor Workforce & Development Agency ("LWDA") dated December 22, 2023 (the "LWDA Notice"), on behalf of all individuals who were employed by Defendant Brisbane Recycling Company, Inc. in California as a non-exempt employee from January 3, 2023 to February 19, 2025.

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Labor Code section 2699(l)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties under Labor Code section 2699(1)(2) and having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS FOLLOWS:

1. The Court's summary of the case background, terms of the settlement, the applicable law governing approval of proposed settlements under the Private Attorney's General Act, the potential award of attorney's fees, and its discussion of these factors is set forth in the tentative ruling attached hereto as Exhibit A, and incorporated herein by this reference.

2. The Court finds the instant Action presents a good faith dispute of the claims alleged;

3. The Court finds in favor of settlement approval, and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, reasonable, and adequate;

4. The Court finds further that Plaintiff, acting on behalf of herself and the State of California, and the Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, by operation of this Order and Judgment hereby releases and forever discharges Defendant and the Released

Parties (as defined in the Settlement Agreement) from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5. The Court finds further that the foregoing release shall be binding on Plaintiff and the State of California as to those claims brought in the Action, and shall bar any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released PAGA Claims and Released Parties.

6. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement;

7. Under the Settlement Agreement, Defendant agrees to pay Sixty Thousand Dollars and No Cents ($60,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, Plaintiff's Service Award, Attorney's Fees and Costs, and Administration costs. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of $20,000.00 and reimbursement of actual litigation expenses of $8,289.69, and Plaintiff requests a service award of $2,500.00 Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the following payments from the Gross Settlement Amount:

a. $20,000.00 in attorney's fees to the Law Offices of J. Kirk Donnelly, APC;

b. $8,260.90 in litigation costs to the Law Offices of J. Kirk Donnelly, APC;

c. $2,500.00 for a service award to Plaintiff Rudis Carranza; and

d. $2,465.17 in administration costs to Phoenix Settlement Administrators, which is approved by the Court as the Settlement Administrator.

8. After deducting the foregoing payments, the estimated remainder of approximately $26,773.93 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent (approximately $20,080.45) to the LWDA, and the remaining 25 percent (approximately $6,693.48) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to

issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement. Any unclaimed funds will be distributed to East Bay Community Law Center, which is approved by the Court as *cy pres* beneficiary.

9. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED AND ADJUDGED.

Electronically
SIGNED
By /s/ Healy, Nicole
12/26/2025

Dated: ________

Judge of the Superior Court

EXHIBIT A

02:00 PM LINE 7

24-CIV-01496 RUDIS CARRANZA VS BRISBANE RECYCLING CO., INC.

RUDIS CARRANZA	J. KIRK DONNELLY
BRISBANE RECYCLING CO., INC.	STEVE NGO

Plaintiff's Motion for Approval of Settlement

TENTATIVE RULING:

Plaintiff Rudis Carranza's motion for approval of representative action settlement is **GRANTED**.

The parties to this action have agreed to a settlement of $60,000 (the gross settlement amount or GSA). (Declaration of J. Kirk Donnelly iso Mot. for Approval of Settlement [Donnelly Decl.], ¶ 8; exh. 1 [Settlement Agreement].) Plaintiff is seeking an order approving the proposed settlement under the Private Attorneys General Act, Labor Code sections 2698, et seq. (PAGA); specifically, approving the payment of civil penalties to the State of California Labor Workforce & Development Agency (LWDA) and the Aggrieved Employees; approving Phoenix Settlement Administrators as the Settlement Administrator and payment of its fees in the amount of $2,465.17; approving an enhancement award of $2,500 to plaintiff; and approving payment of plaintiff's counsel's attorney's fees in the amount of $20,000.00 and costs in the amount of $8,260.90. After these requested payments, the net settlement amount is $26,773.93. (*Ibid*.)

According to the motion, the parties estimate that there are approximately 15 non-exempt aggrieved employees who worked 1,500 PAGA pay periods. The PAGA period runs from January 2, 2023 through February 19, 2025. (Donnelly Decl., ¶ 5.) The Settlement will provide a payment of $20,080.45 to the California Labor and Workforce Development Agency (LWDA), i.e., 75% of the $60,000 amount allocated to resolve the PAGA allegations. The remaining $6,693.48 will be distributed amongst the aggrieved employees. Plaintiff's counsel estimates that the average individual award that each aggrieved employee will receive is $393. (Donnelly Decl., ¶ 8.)

In ruling on PAGA settlements, this court has a duty to independently determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th 66 ["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."].) The criteria for determining whether a settlement accomplishes these aims is substantially similar to that used to review a proposed class action settlement.

"'Due regard,' . . . 'should be given to what is otherwise a private consensual agreement between the parties. The inquiry "must be limited 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.'" (*7–Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1145, quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802 (*Dunk*).) The test is not whether the maximum amount is secured, but whether the settlement is reasonable under all circumstances.

The trial court possesses broad discretion to determine the fairness of the settlement; a discretion exercised through the application of a handful of identified criteria. Courts are directed to consider factors including, "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, . . . and the reaction of the class members to the proposed settlement." (*Dunk*, *supra*, 48 Cal.App.4th at p. 1801.) A "presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Ibid*.)

The court finds that the requirements for approval of this action have been met. Plaintiff has sufficiently addressed the following factors:

Plaintiff provided notice to the LWDA as required by Labor Code, section 2699.3, subdivision (a)(1)(A). (Donnelly Decl., exhs. 3, 4.)

The court finds that the Settlement is fair and reasonable. While the court places reliance on counsel's opinion, the court "must also receive and consider enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the parties have agreed." (*Kullar*, *supra*, 168 Cal.App.4th at p. 133.) "We do not suggest that the court should attempt to decide the merits of the case or to substitute its evaluation of the most appropriate settlement for that of the attorneys. However, as the court does when it approves a settlement as in good faith under Code of Civil Procedure section 877.6, the court must at least satisfy itself that the class settlement is within the 'ballpark' of reasonableness." (*Ibid*., citing *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499-500.) "This the court cannot do if it is not 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." (*Ibid*.)

In this case, the memorandum of points and authorities and declaration of Kirk Donnelly provide information regarding each of these factors.

- **The Settlement was negotiated at arms-length.** The parties reached the Settlement as a result of a mediation session with Craig Ackeremann on February 19, 2025. (Donnelly Decl., ¶ 7.) The court finds that the settlement was negotiated at arms-length.

- **The Settlement is Within the Ballpark of Reasonableness.** The parties have agreed to a settlement of $60,000. Plaintiff's counsel prepared estimates based on records received from defendant and discounted their estimates based on defendant's defenses and legal challenges. (Donnelly Decl., ¶¶ 15-23.) Settling now for a lesser amount than might be received at trial is reasonable given the risks inherent in all litigation, the cost of going forward, and the time value of money.

- **There has been sufficient investigation and discovery, and plaintiff's counsel is experienced in similar litigation**. Based on plaintiff's counsel's representations, he conducted a meaningful investigation of the facts and legal issues, and defendant contested liability.

Plaintiff's counsel is seeking an attorney's fee award of $20,000, that is, one-third of the GSA. Mr. Donnelly has demonstrated that he is experienced in PAGA and class action matters. (Donnelly Decl., ¶¶ 31-34.) He states that his hourly rate is $850/hour and that of his paralegal is $200/hour. By way of comparison, Mr. Donnelly cites to rates charged by counsel with similar experience in Los Angeles and San Diego Counties. (*Id*., ¶ 36.) He also cites the Laffey Matrix, for California. Counsel is reminded that in the future he should focus on whether the requested fees and hourly rates are commensurate with those charged for similar matters by counsel with similar experience in San Mateo County.

The court has reviewed the time entry summary for Mr. Donnelly and his paralegal, Adriana Barba. Mr. Donnelly has recorded a total of 35.5 hours and Ms. Barba, 5.2 hours. The hours spent appear reasonable. Plaintiff's counsel's lodestar amount is $31,215, and the requested fees of $20,000 are well under that. Further, the expenses are appropriate and necessary to litigating and resolving this case. Accordingly, the court will grant the fee and expense award.

For the service award, plaintiff has submitted a declaration regarding his efforts to participate in this case on behalf of himself and the other aggrieved employees. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805.) The court finds that the requested $2,500 service award is appropriate.

Further, the declaration submitted on behalf of Phoenix Class Action Settlement Administration (Phoenix) by Michael Moore demonstrates that Phoenix is sufficiently qualified and experienced to serve as the administrator. Phoenix's fee has been capped at $2,465.17, which the court finds reasonable.

The court requests that plaintiff's counsel include in the letter to the aggrieved employees that will accompany their PAGA settlement checks a statement advising them not to contact the court for information about this case.

The court will sign the proposed order, to which the formal order shall be attached.

If this tentative ruling is uncontested, it shall become the order of the court. Thereafter, plaintiff's counsel shall prepare a written order consistent with the court's ruling for the court's signature, pursuant to California Rules of Court, Rule 3.1312 and Local Rule 3.403(b)(iv), and provide written notice of the ruling to all parties who have appeared in this action.