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County of Santa Clara
24CV428744
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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

JONATHAN ESPARZA, on behalf of himself and all others similarly situated, Plaintiff, v. INGENIUM GROUP, LLC, et al., Defendants.	Case No. 24CV428744 **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

This is a putative class and representative action under the Private Attorneys General Act ("PAGA"). Plaintiff Jonathan Esparza alleges defendant Ingenium Group, LLC committed various wage and hour violations.

Before the Court is Plaintiff's motion for final approval of settlement, which is unopposed. As discussed below, the Court GRANTS the motion.

I. BACKGROUND

According to the allegations of the operative First Amended Complaint ("FAC"), Defendant employed Plaintiff as an Environmental Technician from approximately July 20,2021 to December 20, 2023. (FAC, ¶ 18.) He alleges Defendants failed to: pay all minimum and overtime wages owed; provide all required meal and rest breaks; pay all sick time wages; provide accurate itemized wage statements; pay all compensation owed upon discharge. (FAC,

¶¶ 50-88.) He also alleges they violated California's unfair competition laws and committed PAGA violations. (FAC, ¶¶ 89-98.)

Based on the foregoing, Plaintiff initiated this action with the filing of the complaint on January 9, 2024 and on April 9, 2024, he filed the operative FAC, which asserts causes of action for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to pay all sick time wages; (6) wage statement violations; (7) waiting time penalties; (8) unfair competition; and (9) PAGA violations.

On April 18, 2025, the Court issued its order granting preliminary approval of the settlement. Plaintiff now seeks an order: finally certifying the Class for settlement purposes; appointing Plaintiff as the Class representative; appointing Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C. as Class Counsel; finding notice was properly provided; finally approving the settlement; binding the Class Members to the terms of the settlement; and retaining jurisdiction to enforce the settlement.

II. MOTION FOR FINAL APPROVAL

A. Legal Standard

i. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App. 4th 224, 234-235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as 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, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement 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." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "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." (*Id.* at pp. 130, 133.)

ii. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639, 2022 U.S. LEXIS 2940.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp*. (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

B. Settlement Class

Plaintiff requests the following Settlement Class be finally certified:

> All persons who are or were previously employed by Defendant in California classified as a non-exempt employee during the Class Period.[1]

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

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[1] The "Class Period" is defined as the period of time from January 9, 2020 through February 11, 2025.

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

At preliminary approval, the Court provisionally certified the above-described class and subclass, determining that Plaintiff had demonstrated by a preponderance of the evidence (1) an ascertainable class, (2) a well-defined community of interest among the class members and (3) that a class action provides substantial benefits to both litigants and the Court. Consequently, the Court will certify the class for settlement purposes as requested.

C. Terms And Administration of Settlement

The non-reversionary gross settlement amount is $625,000. Attorneys' fees of up to one-third of the settlement ($208,333), litigation costs of up to $25,000, and administration costs of up to $5,000. $10,000 will be allocated to PAGA penalties, 75% of which ($7,500) will be paid to the LWDA, with the remaining 25% ($2,500) paid to "Aggrieved Employees," who are defined as "all person who are or were previously employed by Defendant in California classified as non-exempt or hourly employee at any time from January 9, 2023 through February 11, 2025." Plaintiff will seek a Class representative service payment of $10,000.

The net settlement amount-estimated to be $374,986.18-will be allocated to Class Members on a pro-rata basis based on the percentage of weeks they worked during the Class Period such that the amount distributed to participating Class Members will equal 100% of the net settlement amount. There are approximately 74 Class Members. All unclaimed funds will revert to *cy pres* recipient Legal Aid at Work.

In exchange for settlement, Class Members who do not opt-out will release:

> Class Claims, which include "all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, including claims for (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to furnish accurate itemized wage statements; (7) unfair business practices; (8) failure to pay sick pay wages; (9) claims for statutory penalties for violation of California Labor Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, Civil Code sections 3287 and 3289; and (10) unfair and unlawful business practices."

Aggrieved Employees, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release:

> PAGA Claims which include "any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Complaint and the PAGA Notice including claims for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods or pay a premium in lieu thereof; (4) failure to authorize and permit rest periods or pay a premium in lieu thereof; (5) failure to timely pay final wages at the time of termination/end of employment; (6) failure to furnish

accurate itemized wage statements; (7) unfair business practices; (8) failure to pay sick pay wages; (9) claims for penalties under the Private Attorneys General Act for violation of California Labor Code sections 201-204, 210, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 246, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, Civil Code sections 3287 and 3289, and 2802-2804, 2698, et seq."

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

The notice period has now been completed. According to the declaration of Kevin Lee, a case manager for Phoenix Settlement Administrators ("Phoenix"), submitted in support of the instant motion, on April 30, 2025, Phoenix received the data file from defense counsel, which identified seventy-three (73) individuals. On May 12, 2025, Phoenix conducted a National Change of Address and subsequently mailed the notices in English and Spanish.[2] As of the date of the declaration, six (6) notices have been returned to Phoenix. Phoenix tried to locate a current mailing address, found five (5) updated addresses, and the notice was promptly re-mailed to those Class Members. The deadline to submit a request for exclusion, objection, or dispute regarding the amount of workweeks was June 26, 2025. As of the date of the declaration, Phoenix received zero (0) requests for exclusion, notices of objection, or workweek disputes from Class Members.

Consequently, there are 74 participating settlement Class Members, representing 100% of the settlement Class. The highest individual settlement payment is approximately $11,035.61 and the lowest is $342.65, with the average payment being $5,067.38. The highest PAGA payment is approximately $60.80 and the average payment is $46.30.

The Settlement also provides for administration costs to be paid to Phoenix in the amount of $5,000.00. The Court finds this amount to be reasonable for Phoenix's work in this matter, thus, the amount is approved.

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[2] During the response period, Defendant advised of one individual who was inadvertently omitted from the Class Data and they were accordingly provided a notice, thus, there are seventy-four (74) Class Members.

At the preliminary approval, the Court found that the proposed settlement provides a fair and reasonable compromise to Plaintiff's claims, and that the PAGA settlement is genuine, meaningful, and fair to those affected. It finds no reason to depart from these findings now, especially considering that there are no objections. Therefore, the Court finds that the settlement is fair and reasonable for the purposes of final approval.

D. Attorneys' Fees

Plaintiff's counsel seeks a fee award of $208,333, or one-third of the gross settlement amount, which is not an uncommon contingency fee in a wage and hour class action. Plaintiff's counsel provides a total lodestar figure of $168,287.50, which is based on 246 hours of work at billing rates ranging from $200 to $750 per hour, resulting in a multiplier of 1.24. This is within the range of multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements funding a range of 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range"].)

"While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against the lodestar-multiplier calculation." (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*).) Applying the latter approach,

> [T]he percentage-based fee will typically be larger than the lodestar based fee. Assuming that one expects rough parity between the results of the percentage method and the lodestar method, the difference between the two computed fees will be attributable solely to a multiplier that has yet to be applied. Stated another way, the ratio of the percentage-based fee to the lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the reasonableness

of the percentage-based fee; if the implied multiplier is unreasonable, the court should revisit its assumptions.

(*Laffitte, supra,* 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California Supreme Court, "[i]f the multiplier calculated by means of a lodestar crosscheck is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Laffitte, supra,* 1 Cal.5th at 505.)

Here, the multiplier sought by Plaintiff's counsel is well within the range of modifiers typically approved by courts and is supported by the percentage cross-check, thus, the Court finds counsel's request fee award is reasonable.

E. Plaintiff's Representative Service Payment and Other Costs

Plaintiff requests a service payment in the amount of $10,000. To support this request, Plaintiff submits a declaration in which his describes his efforts in this action. Plaintiff states he spent at least 35-40 hours on this action. He had several meetings with his attorneys, telephone conferences, letters, emails, and text messages. He assisted with preparation for mediation and reviewed the settlement agreements and other documents. Furthermore, Plaintiff states he had to weigh the impact that participating in the action would have on his reputation and future employment opportunities. (See *Covillo v. Specialty's Café* (N.D.Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29 [incentive awards are particularly appropriate where a plaintiff undertakes a significant "reputational risk" in bringing an action against an employer].) The Court finds that the amount requested is reasonable, Plaintiff is entitled to the award, and thus, the request is approved.

Plaintiff's counsel also seeks $16,680.82 in litigation costs, which is less than the $25,000.00 allowed for in the settlement and it is supported by Plaintiff's counsel's declaration—thus, this amount is reasonable and is therefore approved.

III. CONCLUSION

In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Plaintiff's motion for final approval and for fees, costs, and class representative service award is GRANTED. The following class is certified for settlement purposes only:

> All persons who are or were previously employed by Defendant in California classified as a non-exempt employee during the Class Period

Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Plaintiff and the members of the Class/Subclass will take from the FAC only the relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms of the settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **June 11, 2026 at 2:30 P.M**. in Department 7. At least At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

IT IS SO ORDERED.

Date: October 9, 2025

CHARLES F. ADAMS
Judge of the Superior Court