

**SUPERIOR COURT OF SAN MATEO COUNTY**

400 County Center
Redwood City, CA 94063

1050 Mission Road
South San Francisco, CA 94080
www.sanmateo.courts.ca.gov

800 North Humboldt Street
San Mateo, CA 94401

Minute Order

**ANTONIO URRUTIA, AN INDIVIDUAL, ON BEHALF OF HIMSELF, OTHERS
SIMILARLY SITUATED vs BLVD RESIDENTIAL INC., a Delaware
Corporation**

24-CIV-00086

09/02/2026 2:00 PM
Petition for Approval
Hearing Result: Held

Judicial Officer: Healy, Nicole S.
Courtroom Clerk: Andrea Daley

Location: Courtroom I
Courtroom Reporter: Wendy Conde

Parties Present

NANDRAJOG, ELAISHA Attorney
WINSTON, DAVID S. Attorney

MinutesJournals

- Matter is called at: 2:41 p.m.

Counsel requests additional time. The March 3, 2027 date is changed to August 11, 2027 at 2 p.m.

The Court adopts the tentative ruling as modified.

Mr. Winston shall prepare formal order consistent with order herein.

Case Events

- Party appeared by audio and/or video; Attorney: NANDRAJOG, ELAISHA; Attorney: WINSTON, DAVID S.; Wendy Conde – CSR.

- Tentative ruling modified and becomes order:

MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT AND FOR ATTORNEYS' FEES AND COSTS

Plaintiffs' motion for final approval of the Class Action and PAGA Settlement is GRANTED. The court sets a final compliance hearing for August 11, 2027, at 2:00 p.m.

This is a class and representative action for alleged wage and hour law violations.

On January 6, 2026, this court granted preliminary approval of the class action and representative action settlement between plaintiff Antonio Urrutia and defendants BLVD Residential, Inc. (BLVD Residential) and Debra O'Toole (together, defendants).

As set forth in the declaration of Gavin Brown on behalf of the claims administrator, ILYM Group, Inc. (ILYM), on February 3, 2026, ILYM sent notice via first-class U.S. mail to the 419 individuals on the class list provided by defendants' counsel. (Brown Decl., 7.) Mr. Brown reports that notice was successfully

delivered to all but nine class members, and that ILYM received one timely request for exclusion, one untimely request for exclusion, no objections and no disputes. (*Id.*, 11-15.)

A. The Court Approves the Settlement

In reviewing the evidence presented, the court finds that all the conditions for final approval have been met and gives final approval to the settlement. (Code Civ. Proc., 382; *Richmond v. Dart Industries* (1981) 29 Cal.3d 462, 470.)

The Class Members were provided proper notice as set forth in the declaration of Mr. Brown. The class is ascertainable in that defendants sent ILYM class data with a final class list from which ILYM was able to send notice. There is a community of interest in that common questions of law and fact predominate involving whether Defendants violated wage and hour laws. For settlement purposes, this community of interest is sufficient. Plaintiff's claims are typical of the class claims because he is alleged to have suffered the same injury as other class members. Plaintiff adequately represented the class, as set forth in his declaration and in having experienced class counsel.

The settlement avoids the risk of the uncertainty of litigation. The settlement is fair adequate and reasonable. The law favors settlement and the fact that the class might be able to obtain more from a trial must be balanced against the risk of not having a class certified, receiving less than the settlement, including a defense verdict, the time and money that it would take to go to trial and through a potential appeal, and the potential for a change in law. The declaration of David S. Winston demonstrates that he has weighed the risks and benefits of proceeding with this case and concluded that the settlement is fair and reasonable. The fact that out of 419 Class Members, only one timely requested to opt out and none objected supports approval of the settlement.

B. The Court Grants Attorneys' Fees, Costs and Service Award

The court awards Class Counsel's requested fees of \$100,000, which is equal to one-third of the Gross Settlement Amount, and awards requested costs of \$16,731.91. The court also grants plaintiff's requested service award of \$5,000.

"In determining what percentage is 'reasonable' for class counsel, courts commonly consider:

? the percentage likely to have been negotiated between private parties in a similar case (e.g., 30-40% in tort cases);

? percentages applied in other class actions (usually around 25%) (see *Bellinghausen v. Tractor Supply Co.* (ND CA 2015) 306 FRD 245, 260-261-9th Cir. has "consistently approved a 'benchmark' award of 25 percent of the common fund"; *Consumer Privacy Cases* (2009) 175 CA4th 545, 557-558, 96 CR3d 127, 136-137 & fn. 13 (citing studies that average of reasonable awards is 25%-33%));

? the quality of class counsel; and

? the size of the award. [See *In re Ikon Office Solutions, Inc. Secur. Litig.* (ED PA 2000) 194 FRD 166, 193]

(Weil & Brown, Cal. Prac. Guide: Civ. Pro Before Trial (Rutter, June 2026 Update) 14:145.3.)

"Courts often cross-check fee awards using both methods: i.e., a lodestar approach as compared to a percentage of the common fund approach. [In *re Consumer Privacy Cases* (2009) 175 CA4th 545, 557, 96 CR3d 127, 136; *Laffitte v. Robert Half Int'l Inc.* (2016) 1 C5th 480, 504, 205 CR3d 555, 574 - lodestar cross-check provides a mechanism for bringing objective measure of the work performed into the calculation of reasonable attorney fee; In *re Apple Inc. Device Performance Litig.* (9th Cir. 2022) 50 F.4th 769, 784-although cross-check is discretionary, federal courts are encouraged to cross-check fee awards using both methods, particularly when using percentage-of-recovery method]. In cross-checking, courts are not required to scrutinize hours as closely as in a traditional lodestar calculation, but may use

'counsel declarations summarizing overall time spent, rather than demanding and scrutinizing daily time sheets in which the work performed was broken down by individual task.' [Laffitte v. Robert Half Int'l Inc., supra, 1 C5th at 505, 205 CR3d at 574]." (Weil & Brown, supra, at 14:145.2a.)

The parties mediated with third-party mediator Mark Peters on October 21, 2024. (MPA, at p. 2:22-23.) The parties did not reach a settlement at that time and continued to engage in formal discovery. (Id., at pp. 2:23-3:1.) BLVD Residential was experiencing financial difficulties in relation to payments for a separate class action, but once it restructured the payment plan in that case, the parties in this case were able to have more serious settlement negotiations. (Id., at p. 3:1-7.) The parties scheduled a second mediation session and were able to reach a settlement through direct negotiations prior to the session. (Id., at p. 3:8-11.)

Plaintiff states that BLVD Residential provided information about the class size and number of pay periods/workweeks through formal discovery. (MPA, at p. 3:11-16.) Based on this information, Class Counsel was able to make determinations as to the number of class members who had experienced various alleged violations. (Id., at pp. 3:17-4:6.) BLVD Residential also provided time and pay data for the class and plaintiff hired a damages expert to analyze those records. (Id., at p. 4:7-11.)

The estimated average net settlement award for each class member, including the aggrieved employees' \$7,500 share, is \$348.80, the maximum estimated award is \$645.39, and the minimum estimated award is \$7.96. (MPA, at pp. 8:26-9:3.)

Class Counsel David Winston estimates that he spent 137.60 hours on this matter resulting in a lodestar of \$120,400. (Winston Decl., 34.) Mr. Winston has provided a summary list of tasks as well as redacted billing records which the court finds reasonable. (Id., at 33-34, exh. 4.) Mr. Winston estimates that he will spend an additional three hours of work on this matter, resulting in a lodestar of \$123,025 and a negative multiplier of 0.8128. (Id. at 35.)

Mr. Winston requests an hourly rate of \$875, a rate which he argues this court and Alameda County Superior Court have found reasonable, and which has not increased in several years. (Id., at 26-29, exhs. 1-2.) The requested rate is reasonable. Mr. Winston notes that another attorney, Joe Marshall, worked on this matter, but Mr. Winston has written off his time because Mr. Marshall was a first-year attorney, some of whose work had to be redone and who has since left the firm. (Id., 36.)

Based on the parties' participation in formal discovery, the risks involved in this matter based on BLVD Residential's difficulty making payments in a previous class action, the result of the lodestar cross-check including the reasonableness of Class Counsel's hourly rate and billed hours, Class Counsel's exercise of discretion in omitting Mr. Marshall's hours, and the estimated recovery for the class, the court finds the requested fees are reasonable.

As for costs, Class Counsel provides a list of costs as well as invoices and receipts. The largest costs incurred were for expert analysis and mediation. The costs are reasonable and should be awarded.

Plaintiff estimates that he spent 40.2 hours on the action, including researching possible claims and searching for relevant documents, discussing the case with counsel, setting aside time to be available during mediation, reviewing the settlement, and helping with the preparation of his declarations for preliminary and final approval. (Urrutia Decl., filed July 2, 2026, 11.) Plaintiff's request is reasonable.

C. Proposed Order

The parties ask the court to determine whether to grant class member Deja Herrera's untimely request for exclusion from the class. (Proposed Order, 6.) Ms. Herrera's request was filed almost a month after the response deadline, and she did not provide an explanation for the untimeliness of her request to

opt-out. Ms. Herrera is therefore included in the class.

D. Uncashed Checks

ILYM Group, Inc., is ordered to cancel all checks that have not been cashed by the deadline to do so, and in accordance with California Code of Civil Procedure, section 384, the funds (and any interest accrued thereon) associated with such canceled checks shall be sent by ILYM Group to CASA of San Mateo County, noting that such funds are to be used in San Mateo County.

Plaintiffs' counsel shall prepare a written order consistent with the court's ruling for the court's signature, providing written notice of the ruling to all parties who have appeared in this action, pursuant to California Rules of Court, Rule 3.1312 and Local Rule 3.403(b)(iv), which states in part that the "prevailing party on a tentative ruling is required to prepare a proposed order repeating verbatim the tentative ruling" (emphasis added). The order should be e-filed only, do not email or mail a hard copy to the court.

Others

Comments:

Future Hearings and Vacated Hearings

August 11, 2027 2:00 PM Other hearing
Healy, Nicole S.
Courtroom I