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By Superior Court of California, County of San Mateo

ON 02/04/2025

By /s/ Correa, Haley

Deputy Clerk

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1/28/2025

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

Nikol Lockett, an individual;

Plaintiff,

vs.

Stanford Park Hotel, LLC, a Delaware
limited liability company; **Avi Haksar**, an
individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO. 24-CIV-01940

[Assigned to Hon. Nancy L. Fineman; Dept. 4;
Courtroom 4C]

PAGA ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR APPROVAL OF SETTLEMENT
PURSUANT TO THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 ("PAGA")
AND ENTERING JUDGMENT**

Date: January 28, 2025 [Reserved]

Time: 2:00 p.m.

Dept.: 4

[PROPOSED] ORDER AND JUDGMENT

The Court, having read and considered Plaintiff's Unopposed Motion for Approval of Settlement Pursuant to PAGA ("Motion") and Joint Stipulation of Settlement of PAGA Representative Action ("Settlement" or "Settlement Agreement" or "Stipulation"), having heard and considered the arguments of counsel, and GOOD CAUSE appearing, hereby ORDERS as follows:

1. The Motion is GRANTED. The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement.

2. The Court previously provided a tentative ruling on the Settlement Agreement, which is attached to this Order and incorporated by reference, as **Exhibit A**.

3. The Court grants approval of the Parties' Settlement Agreement. A copy of the Settlement Agreement between Plaintiff Nikol Lockett and Defendant Stanford Park Hotel, LLC ("the Parties") is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion as **Exhibit 1** and is made a part of this Order. All capitalized terms used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

4. The Court hereby enters Judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement.

5. The Named Plaintiff, the State of California through the Labor Workforce Development Agency ("LWDA") and PAGA Settlement Members are bound by this Judgment.

6. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the State of California's and PAGA Settlement Members' claims for civil penalties under PAGA. The Settlement will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in continued litigation and, after considering the monetary recovery for claimed civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that Plaintiff's Counsel secured significant relief for State and PAGA Settlement Members by the Settlement.

7. The Court finds that the Settlement Agreement has been reached as a result of

1 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
2 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
3 their respective positions in reaching the Settlement.

4 8. According to the motion, it is estimated that there are approximately 182 aggrieved
5 employees who had worked 3,547 pay periods as of August 13, 2024 (the date of mediation of the
6 case). The Settlement also has a per pay period valuation approximately \$37.77.

7 9. In ruling on class action and PAGA settlements, this court has a duty to independently
8 determine whether a settlement is fair, reasonable and adequate. (*Moniz v. Adecco USA, Inc.* (2021)
9 72 Cal.App.5th 56, 76 77, disapproved of on other grounds by *Turrieta v. Lyft, Inc.* (2024) 16 Cal.5th
10 66 ["trial court should evaluate a PAGA settlement to determine whether it is fair, reasonable, and
11 adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones,
12 and to maximize enforcement of state labor laws."]. Having conducted that analysis, the Court finds
13 that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
14 all applicable requirements of the California Code of Civil Procedure, the California and United States
15 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
16 applicable law, and in the best interests of each of the State and the PAGA Settlement Members.

17 10. The Court finds that Plaintiff's Counsel timely provided notice of the Settlement to
18 the LWDA and the LWDA did not take action in response to that submission as of the date of this
19 Order. The Court finds that the Plaintiff's Counsel provided notice of the PAGA letter and the
20 Complaint to the LWDA as required by Plaintiff's Counsel. The Court finds that Plaintiff's Counsel
21 provided adequate notice to the California Labor and Workforce Development Agency ("LWDA")
22 in accordance with California Labor Code § 2699(l)(2).

23 11. The Court finds and determines that the Individual PAGA Settlement Member
24 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement as their
25 share of civil penalties in this case are fair and reasonable and consistent with PAGA's requirements
26 for allocation of penalties. The Court hereby approves and orders the payment of those amounts to
27 be made to the PAGA Settlement Members in accordance with the Settlement Agreement.

28 12. The Court finds and determines that the LWDA Payment is fair, reasonable, and

1 appropriate under PAGA's requirements. The Court hereby approves and orders the LWDA
2 Payment be made to the LWDA in accordance with the Settlement Agreement.

3 13. The Court finds and determines that the estimated fees and expenses in administrating
4 the Settlement Agreement by Apex Class Action LLC in the amount of \$4,990 are fair and reasonable.
5 The Court hereby approves and orders that the payment of that amount to Apex Class Action LLC
6 from the Gross Settlement Amount in accordance with the Settlement Agreement. Plaintiff's
7 Counsel provided the qualifications for Apex and the Court finds that they are qualified to administer
8 this Settlement.

9 14. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
10 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for attorneys' fees
11 in the amount of one-third of the Gross Settlement Amount, or \$45,000, as fair, reasonable and
12 appropriate. While a common fund fee is appropriate here, even a proper common fund-based fee
13 award should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016)
14 1 Cal.5th 480, 503 (Lafitte), the Supreme Court endorsed the use of a lodestar cross-check as a way
15 to determine whether the percentage allocated is reasonable. The Supreme Court stated: "If the
16 multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court
17 should consider whether the percentage used should be adjusted so as to bring the imputed multiplier
18 within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*,
19 at 505.) In this case, the court believes that a fee of one-third of the gross amount is the proper award
20 of attorneys' fees. (*See, e.g., Lafitte, supra*, 1 Cal.5th at p. 506 ["33 1/3 percent of the common fund
21 is consistent with, and in the range of, awards in other class action lawsuits"]; *Amaro v. Anaheim*
22 *Arena Management, LLC* (2021) 69 Cal.App.5th 521, 545 [fee awards in class actions average about
23 one-third of recovery]; *Chavez v. Nelflix* (2008) 162 App. 4th 43, 66 fn. 11 [final fee award was 27.9%
24 of the benefits].) The Court also performed a lodestar cross-check and the Fee Award is justified and
25 that the hours worked and hourly rates charged by Plaintiff's Counsel in the lodestar cross-check to
26 be fair and reasonable for San Mateo County in light of their background, experience, and quality of
27 representation. The Court hereby orders the Settlement Administrator to make this payment to
28 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the

1 Settlement Agreement.

2 15. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
3 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for reimbursement
4 of actual and incurred litigation costs in the amount of \$7,167.44. The Court finds this amount to be
5 fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to
6 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the
7 Settlement Agreement.

8 16. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
9 submitted by Plaintiff's Counsel, the Court approves a service payment of \$5,000 to the Named
10 Plaintiff and PAGA Representative, Nikol Lockett. The Court finds this amount to be fair and
11 reasonable. The Court hereby orders the Settlement Administrator to make this payment to Plaintiff
12 from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13 17. Upon completion of administration of the Settlement as set forth below, the PAGA
14 Settlement Members and the State release Defendants Avi Haksar and Stanford Park Hotel, LLC,
15 and its former and present officers, directors, employees, shareholders, members, attorneys, insurers,
16 predecessors, successors, assigns, subsidiaries, affiliates, and agents, from claims for civil penalties
17 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the
18 operative Complaint or PAGA Notice from March 28, 2023 through October 8, 2024.

19 18. The Settlement Agreement is not an admission by Defendants, nor is this Order and
20 Judgment a finding of validity as to any allegations by Plaintiff or of any Labor Code violations or other
21 wrongdoing by Defendants or any other Releasees. Neither this Order and Judgement, the Settlement
22 Agreement, or any other documents referred to herein, nor any action taken to carry out the
23 Settlement Agreement, may be construed as, or may be used as, an admission of any violations, fault,
24 wrongdoing, omission, or liability whatsoever by or against Defendants or other Releasees.

25 19. Without affecting the finality of this Order or the Entry of Judgment in any way, the
26 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
27 effectuation, and enforcement of this Order and the Settlement.

28 20. Nothing in this order shall preclude any action to enforce the Parties' obligations

1 under the Settlement or under this Order, including the requirement that Defendant fund the Gross
2 Settlement Amount in accordance with the Settlement Agreement. The Parties will bear their own
3 costs and attorneys' fees except as otherwise provided by this Court's Order and as provided for in
4 the Settlement Agreement.

5 21. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this
6 order within ten (10) calendar days after the Court's entry of this Order.

7 22. Upon completion of administration of the Settlement, the Settlement Administrator
8 will provide written certification of such completion to the Court and counsel for the Parties that shall
9 be filed with the Court five (5) court days before the non-appearance compliance hearing set for
10 September 23, 2025, at 2:00 p.m., in Department 4.

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12 IT IS SO ORDERED, ADJUDGED, AND DECREED.

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SIGNED

By /s/ Fineman, Nancy

01/30/2025

DATED: _____

The Honorable Nancy L. Fineman

Exhibit A

2:00 PM

LINE 8

24-CIV-01940 NIKOL LOCKETT VS STANFORD PARK HOTEL, LLC

NIKOL LOCKETT
STANFORD PARK HOTEL, LLC

ELLIOT J SIEGEL
MEGAN CHILDRESS

PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA")

TENTATIVE RULING:

The court orders the parties to APPEAR (Zoom appearances are allowed) and tentatively grants plaintiff Nikol Lockett's motion for approval of PAGA (Private Attorney General Act) as follows:

On March 28, 2024, plaintiff filed her PAGA complaint. Thereafter, the parties engaged in informal discovery and decided to see if the case could be resolved through mediation. On August 13, 2024, they participated with a mediation with Jeffrey Fuchsman. On August 15 2024, the parties signed a memorandum of understanding and signed the final settlement agreement on September 6, 2024. The total settlement is for \$135,000. The settlement is between plaintiff and the only remaining defendant Stanford Park Hotel, LLC. On September 11, 2024, plaintiff dismissed the individual defendant.

According to the motion, it is estimated that there are approximately 182 aggrieved employees who had worked 3,547 pay periods as of August 13, 2024 (the date of mediation of the case). The proposed settlement amount is \$135,000 with 75% paid to the California Labor and Workforce Development Agency (LDWA) and 25% to the aggrieved employees. (Lab. Code, § 2699, subd. (i).) Plaintiffs estimate based upon its assumption that the court approves all of the requested expenses that LDWA will receive \$50,881.92 and the aggrieved employees will receive \$16,960.64 shall be distributed among the aggrieved employees. Counsel shall provide at the hearing the estimated average and/or median recovery of the aggrieved employees.

In ruling on class action and 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."])

In this case, the parties participated in a mediation with Jeffrey Fuchsman prior to which "Defendants provided Plaintiff with an informal production of data and documents with which to mediate." An attorney with plaintiff's firm performed different damage calculations. Plaintiff's counsel Elliot Siegel in his declaration provides a detailed analysis of the potential recovery, the

current state of PAGA law, and the potential defenses to the action. Based upon the court's review of his analysis and its own knowledge of the current state of PAGA law, the court finds that the settlement is within the range of reasonableness to support approval. The benefits of settling now for a lesser amount than might be received at trial is reasonable based upon the risks inherent in all litigation, the cost of going forward, and the time value of money. Plaintiff also demonstrates that there has been sufficient investigation and discovery and plaintiff's counsel is experienced in similar litigation.

The court finds the release narrowly tailored to the claims alleged.

Plaintiff has submitted the settlement agreement to LDWA as required (Lab. Code, § 2699, subd. (s)(2)) and LDWA has not provided to this court any response to the settlement. However, a review of the LDWA website shows that plaintiff did not submit her complaint to the LDWA and she should immediately submit it to LDWA. (*id.*, § 2699, subd. (s)(1).)

The court finds that the notice to the aggrieved employees attached as Exhibit A to the settlement is substantively adequate, but should also add that court documents about the case may be accessed through the courts website.

Plaintiff's counsel requests attorneys' fees of \$45,000 or one-third of the Gross Settlement Amount. The court grants the attorneys' fees request. While a common fund fee is appropriate here, even a proper common fund-based fee award should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503 (*Lafitte*), the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. The Supreme Court stated: "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 so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.)

In this case, the court believes that a fee of one-third of the gross amount is the proper award of attorneys' fees. (See, e.g., *Lafitte*, *supra*, 1 Cal.5th at p. 506 ["33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits"]; *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 545 [fee awards in class actions average about one-third of recovery]; *Chavez v. Netflix* (2008) 162 App. 4th 43, 66 fn. 11 [final fee award was 27.9% of the benefits].) This court may use its own experience to determine the value of attorneys' fees. (*Spencer v. Collins* (1909) 156 Cal. 298, 306 ["The value of attorney's services is a matter with which a judge must necessarily be familiar. When the court is informed of the extent and nature of such services, its own experience furnishes it with every element necessary to fix their value."]; *Reynolds v. Ford Motor Company* (2020) 47 Cal.App.5th 1105, 1113-14 ["The trial court acted well within its discretion in using 'the prevailing market value in the community for similar legal services' relying on its personal knowledge and familiarity with the area legal services, as the 'touchstone' for determination" of the reasonable hourly rates." (citations omitted)].) This court had extensive experience in class action and other common fund cases while an attorney and has made decisions about attorneys' fees and costs frequently during her time as a judicial officer. Based upon the fact that plaintiff was able to efficiently bring this

case to resolution, the contingent nature of the representation (even though the case was settled early in the litigation, there was a risk when plaintiff's counsel filed the case of no recovery at all) and counsel used its own in house expertise to calculate the damages, the court finds one-third an appropriate fee award.

The court performs a lodestar cross-check. The Siegel Declaration discusses Southern California billing rates, but this case is venued in San Mateo County, which is in Northern California. Further, while the motion contends that a lodestar multiplier is appropriate (Mtn. at p. 31), the facts of this case demonstrate that plaintiff's counsel is actually seeking a negative lodestar. Sigel though outlines the firm's experience with PAGA and class actions. Based upon the court's knowledge and experience in San Mateo County, the court finds the hourly rates requested reasonable for San Mateo County. Counsel expended over 140 hours for a lodestar of over \$70,000, with more work to do to implement the settlement agreement. The court finds that the work done by the attorneys was reasonable and necessary.

Plaintiff requests costs of \$7,167.44 (for actual and estimated costs), which the court finds fair and reasonable. Plaintiff also requests payment up to \$15,000.00 for the proposed settlement Administrator, Apex Class Action LLC. Plaintiff shall provide at the hearing the qualifications of Apex Class Action LLC at the hearings and explain why \$15,000.00 is requested when the bid was for at \$4,990.

Plaintiff requests an incentive award of \$10,000 for plaintiff. The court awards \$5,000.00. The court has reviewed plaintiff's declaration and recognizes the work that plaintiff has performed and the potential reputational risk by bringing suit. She states that she has spent about 25 hours working on the case, but does not describe any particular risk that she took or any unusual difficulties in her role as plaintiff. Based upon the total settlement, the amount that each employee will receive and the fact that plaintiff did not have to sit for a deposition, respond to any formal discovery, or appear in person at the mediation, but only be on telephone standby, the court, in balancing the factors and exercising its discretion, finds that \$5,000 to plaintiff is a reasonable award. The law protects an employee from being retaliated against by an employer and if plaintiff believes that her employer is retaliating against her for being a plaintiff in this lawsuit, she shall notify her counsel who shall immediately notify the court. The court has not been advised at any time during the course of this litigation of any alleged retaliation. Plaintiff cites various federal cases, all over ten years old, where the court awarded more than \$5,000.00, but this court in exercising its discretion under the facts of this case finds \$5,000.00 the appropriate and reasonable amount. (*Golba v. Dick's Sporting Goods, Inc.* (2015) 238 Cal.App.4th 1251, 1272.)

The court approves the parties' request that the unclaimed funds escheat to the State.

At the hearing, the parties should suggest a date for a compliance hearing, a Tuesday at 2:00 p.m. No later than five court days before the hearing, the parties shall file and serve a compliance report.

Assuming that the court grants the motion, plaintiff shall prepare a proposed order which includes this tentative ruling and the non-inconsistent parts of its submitted proposed order. However, plaintiff shall insert the actual amount of administration costs in paragraph 10 and place all footnotes into the body of the order.
