



FILED

Superior Court of California
County of San Francisco

APR 30 2026

CLERK OF THE COURT

BY: Jim Kane

Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

ARMANI POWELL, individually, and on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

NORTHEASTERN UNIVERSITY, a
corporation; and DOES 1-10 inclusive,

Defendants.

Case No. CGC-24-614228

ORDER GRANTING MOTION
FOR FINAL APPROVAL AND
APPROVING ATTORNEY'S FEES,
COSTS, AND A SERVICE AWARD

Before the court is an unopposed motion by plaintiff Armani Powell for final approval of the \$2,672,923.73¹ settlement of wage-and-hour claims, including a claim under PAGA, reached with defendant Northeastern University. The motion came on for hearing on April 30, 2026, at 10:00 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. Lisa Iturriaga (Wilshire Law Firm PLC) appeared for the plaintiff. Carol Ibrahim (Fisher & Phillips LLP) appeared for the defendant. IT IS HEREBY ORDERED that the motion for final approval of the parties' settlement, subject to the amendment filed on December 5, 2025 (Iturriaga Decl. of Dec. 5, 2025, Ex. 1), is **GRANTED** with approved attorney's fees of **\$695,000** and a service award of **\$7,000**. A compliance hearing is **RESERVED** for **December 18, 2026, at 9:30 a.m.** with an interim compliance statement containing an

¹ The court preliminarily approved a settlement in the gross amount of \$2,500,000. The parties later determined that there were additional class members whose work weeks triggered the escalator clause. Accordingly, and as reflected in the motion to amend the preliminary approval order and order granting that request, the settlement was increased by \$172,923.73.

accounting of all settlement funds due by **June 30, 2026**, and an updated compliance statement due by **December 11, 2026**. the court otherwise **ORDERS** as follows:

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and definitions of the settlement agreement as amended.
2. The following Settlement Class is conditionally certified for settlement purposes (SA, §§ 1.5, 1.13): *All current and former employees of Northeastern within the State of California who are or were employed as non-exempt hourly employees by Northeastern during the Class Period,” which is the period from October 31, 2019, through May 13, 2025.*
3. The court finds that the Settlement Class meets the requirements for certification under Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable; (2) there are predominant common questions of law or fact; (3) Powell’s claims are typical of the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other methods to efficiently adjudicate this controversy.
4. The notice and plan of distribution approved by this court met the requirements of due process and constituted the best notice practicable under the circumstances. As set forth in the declaration of Mayra Gonzalez, Phoenix Settlement Administrators distributed notice in compliance with this court’s preliminary approval order and the settlement agreement, including amendments thereto. The court finds the administration process to date was adequate and comported with due process, reaching all class members (Gonzalez Decl., ¶¶ 3–8).
5. One class member, namely Jacob Rocque, requested to exclude himself from the settlement. (Gonzalez Supp. Decl., ¶ 2.)
6. No class members objected to the settlement. (Gonzalez Decl., ¶ 10.)
7. The court has considered the *Dunk/Kullar* factors and finally approves the settlement as a fair, adequate, and reasonable settlement.
8. For settlement purposes only, Armani Powell is appointed as class representative. The court approves an award of **\$7,000** for plaintiff’s service to the class. (See generally *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394–95.)

9. For settlement purposes only, Wilshire Law Firm, PLC is appointed as Class Counsel.
10. The court authorizes reimbursement of class counsel's reasonable expenses actually incurred in the amount of **\$20,724.26**.²
11. Class counsel requested attorney's fees of \$890,974.57, calculated as 33 percent of the escalated gross settlement amount (\$2,672,923.73), representing a 2.99 multiplier when applied to the lodestar of \$297,890. Before application of the escalator clause, the gross settlement amount was \$2,500,000. The court approves an award of reasonable attorney's fees in the amount of **\$695,000**, 27.8 percent of the un-escalated gross settlement amount (reflecting a 2.33 lodestar multiplier). The court does not apply the percentage calculation to the gross settlement as increased by the escalator clause. The purpose of the escalator clause is to protect class members and aggrieved employees by ensuring their shares of the settlement are not diluted, thereby preserving the parties' bargain. Awarding fees based on the settlement amount after application of the escalator clause would simply give counsel an unjustified windfall at the expense of the class members and aggrieved employees and without additional work or circumstances justifying this increased award. Additionally, the court finds that 27.8 percent of the settlement amount (without consideration of the escalator clause) is reasonable when considered in light of the lodestar crosscheck. Counsel did not provide the court with billing records. For purposes of this analysis, the court assumes that the hours billed were commensurate with the services necessary to achieve the result. Under the circumstances, the court finds a multiplier of 2.33 to be reasonable. When applied to the \$297,890 lodestar it yields attorney's fees in the amount of \$695,000 which the court finds to be reasonable. While the court commends counsel for its work on behalf of the class, the court does not find a 2.99 lodestar multiplier to be warranted under the circumstances. Thus, the court fixes an appropriate fee in the amount of **\$695,000**.
12. Phoenix Settlement Administrators, Inc. shall continue to serve as settlement administrator and shall, *inter alia*, disburse payments to class members, aggrieved employees, and the LWDA in accordance with the terms of the settlement agreement, as amended, and this final approval order.

² Class counsel did not substantiate the additional \$300 in anticipated expenses included in the total amount of \$21,024.26 requested. The expenses actually incurred to date amount to \$20,724.26.

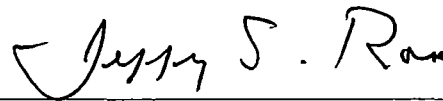
1 The court approves payment of administration expenses from the settlement fund to Phoenix in the
2 amount of **\$13,900**. (Gonzalez Decl., ¶ 19.) The parties anticipated that Phoenix might incur an
3 additional \$3,458.90 in administrative expenses in connection with this settlement due to
4 defendant's discovery of additional class members and provision of a supplemental class list while
5 administration was already underway. The parties agreed that defendant would pay these
6 additional expenses if necessary. (See Iturriaga Decl. of Dec. 5, 2025, Ex. 1 at p. 4:7–13 [Am.
7 § 3.3.3].) Ultimately, at this time, Mayra Gonzalez reports that the administration costs amount to
8 just \$13,900. Thus, that is the amount of administrative expenses approved by this order.

9 **13.** The court reserves a compliance hearing for **December 18, 2026, at 9:30 a.m.** No later than
10 **December 11, 2026**, the parties shall submit a compliance statement setting forth an updated
11 accounting of funds, including the number and value of any uncashed settlement checks, and any
12 other matters the parties need to bring to the court's attention. The compliance statement must be
13 accompanied by a declaration from a representative of Phoenix. The parties must also submit an
14 interim compliance statement setting forth all disbursements made by **June 30, 2026**.

15 **14.** Class Counsel shall serve the LWDA with a copy of this order within **5 court days**.

16 **15.** Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules of
17 Court—and without impacting the finality of this order—the court retains jurisdiction over
18 plaintiff, all members of the Settlement Class, and defendant for the purpose of supervising the
19 implementation, enforcement, construction, administration, and interpretation of the settlement
20 agreement and this order.

21
22 Dated: April 30, 2026



JEFFREY S. ROSS
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 30, 2026, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: April 30, 2026

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk