

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
3 Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
4 Alexander Wallin (SBN 320420)
Alexander.Wallin@capstonelawyers.com
5 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Robert Anthony

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF CONTRA COSTA**

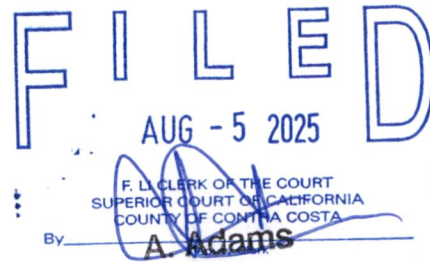
11 ROBERT ANTHONY, individually, and on
12 behalf of other members of the general public
similarly situated,

13 Plaintiff,

14 vs.

15 DRESSER-RAND COMPANY, an unknown
entity; DRESSER-RAND GROUP INC., a
16 Delaware corporation; DRESSER-RAND LLC,
a Delaware limited liability company;
17 SIEMENS ENERGY, INC., a Delaware
corporation; SIEMENS ENERGY STAFFING,
18 INC., a Delaware corporation; and DOES 1
through 10, inclusive,

19 Defendants.
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Case No. C22-01428

Assigned to the Hon. Edward G. Weil

~~BP~~
**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: July 17, 2025
Time: 9:00 a.m.
Place: Department 39

Complaint Filed: July 12, 2022
Trial Date: None Set

1 Plaintiff Robert Anthony moves for final approval of his class action and PAGA settlement with
2 defendant Dresser-Rand Company. The Motion is Granted. The tentative ruling is attached as Exhibit A.

3 **A. Background and Settlement Terms**

4 The original complaint was filed on July 12, 2022, raising class action claims on behalf of non-
5 exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to
6 pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage
7 statements, failure to reimburse necessary business expenses, and failure to pay all wages due on
8 separation.

9 The settlement would create a gross settlement fund of \$290,000. The class representative
10 payment to the plaintiff would be \$10,000. Attorney's fees would be \$96,667 (one-third of the
11 settlement). Litigation costs would not exceed \$10,000. The settlement administrator's costs (CPT
12 Group) would be \$8,000. PAGA penalties would be \$20,000, resulting in a payment of \$15,000 to the
13 LWDA and \$5,000 to plaintiffs. The net amount paid directly to the class members would be about
14 \$143,333. The fund is non-reversionary. There were an estimated 50 class members., but this ultimately
15 was determined to be only 29. Based on the smaller class size, the average net payment for each class
16 member is now estimated at \$5,011.48 (more than estimated at the time of preliminary approval).

17 The proposed settlement would certify a class of all current and former non-exempt employees
18 employed by Defendants in California from July 12, 2018 through July 15, 2024.

19 An escalator clause provides that if the number of work weeks increases by more than 10%
20 above 6,000, defendant may pay a proportionally higher amount, or, at its option, reduce the class period.
21 It was not invoked.

22 The class members will not be required to file a claim. Class members may object or opt out of
23 the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds
24 would be apportioned to class members based on the number of workweeks worked during the class
25 period. Notice was executed by the Settlement Administrator. No notice packets were returned by the
26 post office as undeliverable. No class members opted out of the settlement, and none objected.

27 Various prescribed follow-up steps will be taken with respect to mail that is returned as
28 undeliverable. Checks undelivered or uncashed 180 days after mailing will be voided, and will be paid to

1 tendered to the California Controller's Unclaimed Property Fund in the name of the Class Members who
2 did not cash their checks.

3 The settlement contains release language covering "all claims, rights, demands, liabilities, and
4 causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those
5 set forth in the operative Complaint during the Class Period[.]" It also covers all claims under PAGA
6 "that were brought or could reasonably have been brought based on the same facts alleged in Plaintiff's
7 LWDA letter during the PAGA Period." Under recent appellate authority, the limitation to those claims
8 with the "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena*
9 *Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope
10 of the allegations of the complaint." "Put another way, a release of claims that goes beyond the scope of
11 the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop*
12 *Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

13 Informal written discovery was undertaken. The matter settled after arms-length negotiations,
14 which included a session with an experienced mediator in April of 2024.

15 Counsel also has provided an analysis of the case, and how the settlement compares to the
16 potential value of the case, after allowing for various risks and contingencies. This included an estimate
17 of defendant's exposure for the class claims of about \$1,962,800.

18 The potential liability needs to be adjusted for various evidence and risk-based contingencies,
19 including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they
20 derive from other violations, they include "stacking" of violations, the law may only allow application of
21 the "initial violation" penalty amount, and the total amount may be reduced in the discretion of the court.
22 (See Labor Code, § 2699(e)(2) [PAGA penalties may be reduced where "based on the facts and
23 circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and
24 oppressive, or confiscatory."])

25 Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently
26 with the filing of the motion.

27 **B. Legal Standards**

28 The primary determination to be made is whether the proposed settlement is "fair, reasonable,

1 and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the
2 strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk
3 of maintaining class action status through trial, the amount offered in settlement, the extent of discovery
4 completed and the state of the proceedings, the experience and views of counsel, the presence of a
5 governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim*
6 *Arena Mgmt., LLC*, *supra*, 69 Cal.App.5th 521.)

7 Because this matter also proposes to settle PAGA claims, the Court also must consider the
8 criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA,*
9 *Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair,
10 reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.)
11 The Court also held that the trial court must assess “the fairness of the settlement’s allocation of civil
12 penalties between the affected aggrieved employees[.]” (*Id.*, at 64-65.)

13 California law provides some general guidance concerning judicial approval of any settlement.
14 First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3
15 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.
16 (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th
17 1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a
18 just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins.*
19 *Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that
20 *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional
21 safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory
22 purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th
23 48, 63.)

24 C. Attorney Fees, Litigation Costs, Administration Costs, and Plaintiff Award

25 Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund”
26 theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar
27 cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court
28 endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is

1 reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily
2 high or low, the trial court should consider whether the percentage used should be adjusted so as to bring
3 the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an
4 adjustment.” (*Id.*, at 505.) Following typical practice, the Court requested that counsel prepare a lodestar
5 fee amount, to be considered as part of final approval. Counsel have calculated a lodestar fee of
6 \$120,915. This is based on 162.9 hours, at a variety of hourly rates ranging from \$550 to \$1,050. This
7 results in an implied multiplier of about 0.80, i.e., less than the lodestar. Without specifically endorsing
8 the hourly rates and hours expended, it is clear that there is no need to adjust the attorney’s fees. The
9 requested fee of \$96,667 is reasonable and is approved.

10 Litigation costs of \$9,708.05 are reasonable and are approved.

11 Settlement Administration costs of \$8,000 are reasonable and are approved.

12 The requested representative payment of \$10,000 for plaintiff will be reviewed under the criteria
13 of *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807. Mr. Anthony
14 attests that he spent about 25 to 35 hours working on the case. He does not establish any of the other
15 *Clark* factors. The relative success of the action (measured by the average payment per class member),
16 weighs in favor of a relatively high amount. The request for \$10,000 is approved.

17 **D. Conclusion**

18 **The Court finds that the settlement is fair, reasonable, and adequate, and grants the**
19 **motion for approval.** Five percent of Class Counsel’s fee award, or \$4,833.35, is to be kept in an
20 interest-bearing account established by the Settlement Administrator until the completion of the
21 distribution process and Court approval of a final accounting. Plaintiff shall file and serve a
22 report/declaration summarizing all distributions made pursuant to the approved Settlement on or before
23 April 2, 2026. The Court sets an OSC re Compliance with the terms of the Settlement for April 16, 2026
24 at 9:00 a.m.

25 Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing
26 jurisdiction over the above-captioned action and the parties, including all Participating Class Members
27 and PAGA Members, for purposes of enforcing the terms of the Judgment entered herein. This
28 document shall constitute a judgment (and separate document constituting said judgment) for purposes

1 of California Rules of Court, Rule 3.769(h).

2
3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4 Dated: 7/30/25

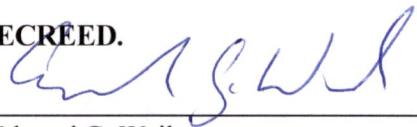

5 Hon. Edward G. Weil
6 Contra Costa County Superior Court Judge
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Exhibit A

CASE NUMBER: C22-01428
CASE NAME: ROBERT ANTHONY VS. DRESSER-RAND COMPANY
TENTATIVE RULING:

Plaintiff Robert Anthony moves for final approval of his class action and PAGA settlement with defendant Dresser-Rand Company.

Background and Settlement Terms

The original complaint was filed on July 12, 2022, raising class action claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation.

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The proposed settlement would certify a class of all current and former non-exempt employees employed by Defendants in California from July 12, 2018 through July 15, 2024.

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The class members will not be required to file a claim. Class members may object or opt out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds would be apportioned to class members based on the number of workweeks worked during the class period. Notice was executed by the Settlement Administrator. No notice packets were returned by the post office as undeliverable. No class members opted out of the settlement, and none objected.

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The settlement contains release language covering "all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative Complaint during the Class Period[.]" It also covers all claims under PAGA "that were brought or could reasonably have been brought based on the same facts alleged in Plaintiff's

LWDA letter during the PAGA Period.” Under recent appellate authority, the limitation to those claims with the “same factual predicate” as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 [“A court cannot release claims that are outside the scope of the allegations of the complaint.” “Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint’ is impermissible.” (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

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California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th

1121, 1127.) Moreover, “[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter.” (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that *Neary* does not always apply, because “[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

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Plaintiff seeks one-third of the total settlement amount as fees, relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It 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.) Following typical practice, the Court requested that counsel prepare a lodestar fee amount, to be considered as part of final approval. Counsel have calculated a lodestar fee of \$120,915. This is based on 162.9 hours, at a variety of hourly rates ranging from \$550 to \$1,050. This results in an implied multiplier of about 0.80, i.e., less than the lodestar. Without specifically endorsing the hourly rates and hours expended, it is clear that there is no need to adjust the attorney’s fees. The requested fee of \$96,667 is reasonable and is approved.

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Conclusion

The Court finds that the settlement is fair, reasonable, and adequate, and grants the motion for approval. Counsel are directed to prepare an order after hearing reflecting the findings contained in their proposed order, which shall include this ruling and a judgment. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs’ counsel are to submit a compliance statement one week before the compliance hearing date. 5% of the attorney’s fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los
4 Angeles, California 90067.

5 On **July 17, 2025**, I served the document described as: **[PROPOSED] ORDER AND
6 JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION
7 AND PAGA SETTLEMENT** on the interested parties in this action by sending [] the
8 original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on
9 the attached service list:

6 Susan I. Sinatra
7 Susan.Sinatra@jacksonlewis.com
8 Besser, Lara P.
9 Lara.Besser@jacksonlewis.com
10 Stefano Ramirez
11 Stefano.Ramirez@jacksonlewis.com
12 Stephanie G. Klinko
13 Stephanie.Klinko@jacksonlewis.com
14 Jackson Lewis P.C.
15 225 Broadway, Suite 1800
16 San Diego, CA 92101

Attorney's for Defendant's:
DRESSER-RAND COMPANY,
DRESSER-RAND GROUP INC.,
DRESSER-RAND LLC, SIEMENS
ENERGY, INC. and SIEMENS ENERGY
STAFFING, INC.

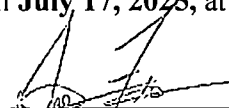
17
18 [] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s)
19 for mailing in the ordinary course of business at Los Angeles, California. I am "readily
20 familiar" with this firm's practice of collection and processing correspondence for
21 mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal
22 Service that same day in the ordinary course of business with postage thereon fully
23 prepaid at Los Angeles, California.

24 [] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
25 California, by e-mail delivery on the parties listed herein at their most recent known e-
26 mail address or e-mail of record in this action.

27 [X] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
28 electronically via One Legal eService to the individuals listed above, as they exist on
that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct. Executed on **July 17, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature