Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
CAPSTONE LAW APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Ellis Trotter and Milisse Saunders

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA CLARA**

ELLIS TROTTER and MILISSE SAUNDERS, individually, and on behalf of other members of the general public similarly situated, and as aggrieved employees pursuant to the Private Attorneys General Act ( PAGA ),

Plaintiffs,

vs.

PROPARK AMERICA WEST, LLC, a Connecticut limited liability company; PROPARK LA, LLC, a Connecticut limited liability company; PRO PARK, INC., a Connecticut corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20CV365254

Assigned to the Hon. Theodore C. Zayner

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

Date: February 18, 2026
Time: 1:30 p.m.
Place: Department 19

Complaint Filed: March 19, 2020
Trial Date: None Set

The above-entitled action comes on for hearing before the Honorable Theodore C. Zayner on February 18, 2026, at 1:30 p.m. in Department 19. The Court now issues its tentative ruling as follows:

## I. Introduction

This is a putative class and representative action arising from alleged wage and hour violations. Plaintiff Ellis Trotter began this action on March 19, 2020 by filing a class action complaint against defendants Propark America West, LLC, Propark LA, LLC, and Pro Park, Inc. (collectively, "Defendants"). On February 10, 2023, plaintiffs Ellis Trotter and Milisse Saunders (collectively, "Plaintiffs") filed the operative second amended complaint, asserting the following causes of action: (1) unpaid overtime; (2) unpaid minimum wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide heat recovery periods; (6) non-compliant wage statements and failure to maintain payroll records; (7) wages not timely paid upon termination; (8) failure to timely pay wages during employment; (9) unreimbursed business expenses; (10) civil penalties under the Private Attorneys General Act ("PAGA"); (11) unlawful business practices; and (12) unfair business practices.

The parties have reached a settlement. On June 9, 2025, the Court issued an order granting Plaintiffs' motion for preliminary approval of the settlement. Now before the Court is Plaintiff's unopposed motion for final approval of the settlement.

## II. Legal Standard for Settlement Agreements

### A. 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.) But the trial court is free to engage in a balancing and weighing of 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 burden is on the proponent of the settlement to show that it is fair and reasonable. However, "a presumption of fairness exists where: (1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." (*Wershba, supra*, 91 Cal.App.4th at p. 245, internal citation and quotation marks omitted.)

**B. 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.)

Like 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, overruled on other grounds by *Turrieta v. Lyft* (2024) 16 Cal.5th 664.) 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 considering 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, 2016 U.S. Dist. LEXIS 140759, at *20-24.)

**III. Discussion**

**A. Terms and Administration of Settlement**

This case has been settled on behalf of the following class:

> [A]ll persons who worked for Defendants as non-exempt, hourly paid employees in California during the Class Period [March 3, 2020 through November 2, 2024], and who did not execute an arbitration related to their employment with Defendants.

The settlement includes a subset group of PAGA Members defined as: "all persons who worked for Defendants as non-exempt, hourly paid employees in California during the PAGA Period [March 3, 2020 through November 2, 2024]."

Defendant will pay a gross settlement amount of $1,310,000. The gross settlement amount includes attorney fees of up to one-third of the gross settlement amount (i.e., $436,667); litigation costs not to exceed $35,000; a PAGA allocation of 60 percent of the net settlement fund (i.e., $475,999.80, 75 percent of which will be paid to the LWDA and 25 percent of which will be paid to PAGA Employees as individual PAGA payments); a total of up to $30,000 in service payments (i.e., $15,000 each); and settlement administration costs up to $15,000. The net settlement amount will be distributed to participating class members on a pro-rata basis according to the number of workweeks they were employed by Defendant. Individual PAGA payments will be distributed according to the number of pay periods worked. The Agreement further provides that any funds from settlement checks remaining uncashed after the void date (180 days after mailing) will be tendered pursuant to Code of Civil Procedure section 384 to The Justice Gap Fund maintained by The State Bar of California.

In exchange for the settlement, the class members agree to release Defendant, and related entities and persons, from all claims, rights, demands, liabilities, and causes of action that were asserted in the operative Complaint during the Class Period, or that reasonably could have been alleged, based on the facts alleged in the operative Complaint during the Class Period. PAGA Members agree to release Defendant, and related entities and persons, from all claims and/or causes of action for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts alleged in the original complaint, first amended complaint, letter to the Labor and Workforce Development Agency, or which reasonably arise out or reasonably relate to such facts. The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

The Agreement provides that CPT Group, Inc. ("CPT Group") will serve as settlement administrator. On June 9, 2025, CPT Group received from class counsel the Notice Packet prepared by the parties and approved by the Court. (Declaration of Veronica Olivares ("Olivares Decl."), ¶ 3.) On July 3, 2025, counsel for Defendants provided CPT Group with a complete mailing list (the "Class List") listing each class member. (*Ibid.*) On July 10, 2025, Notice Packets were mailed to the 271 settlement class members identified in the Class List. (*Id.* at ¶ 4.) CPT received no requests for exclusion or objections to the settlement. (*Id.* at ¶¶ 6-7.) Thus, Ms. Olivares's declaration indicates that CPT Group has not received any substantive objections to the terms of the settlement agreement now before the Court. CPT Group estimates the average class settlement payment will be approximately $1,174.85 and the highest is $17,813.28. (*Id.* at ¶ 8.) The notice process has now been completed.

At preliminary approval, the Court found the settlement to be fair and reasonable. Given that there are no substantive objections to the terms of the settlement, it finds no reason to deviate from that finding now. Accordingly, the Court finds that the settlement is fair and reasonable for purposes of final approval.

**B. Enhancement Awards, Attorney Fees and Costs**

Plaintiffs request service awards of $15,000 each, for a total of $30,000. (See Motion for

Approval of Class Action and PAGA Settlement ("MPA"), p. 12:23-24.)

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.)

As the Court addressed in its order approving the motion for preliminary approval of the settlement, Plaintiffs are asking the Court to approve the negotiated class representative enhancement/general release payment of $15,000 each. Plaintiff asserts this amount is for "Plaintiffs' effort in prosecuting the action on behalf of the class, regularly conferring with counsel on the status of the case and the strategies for prosecuting the claims, and reviewing the proposed settlement to ensure that its terms are fair and provide adequate relief for the Class." (MPA, p. 32:20-24.) Plaintiffs have each provided a declaration describing their participation in this action, which has included gathering documents and communicating with their attorneys. (See Declaration of Ellis Trotter, ¶¶ 2-15 ("Trotter Decl."), Declaration of Milisse Saunders, ¶¶ 2-15 ("Saunders Decl.").) Plaintiffs estimate that they spent between 25 and 35 and 75 and 85 hours working on this lawsuit. (Trotter Decl., ¶ 14; Saunders Decl., ¶ 14.) The Court agrees that a service award is warranted, but the amount requested is more than what the Court typically awards in similar situations. After considering the appropriate factors, the Court approves a service award to each of the Plaintiffs in the amount of $12,000.

Plaintiff's counsel seeks an attorney fee award of $436,667 (i.e., one-third of the gross settlement amount). (MPA, p. 24:5-6; Declaration of Raul Perez in Support of Motion for Final Approval of Class Action and PAGA Settlement ("Perez Decl."), ¶¶ 21-25.) Plaintiff's counsel submits that the lodestar of fees incurred in this action is $317,635 based on a total of 393.9 hours billed at rates ranging from $500 to $1,050 per hour. (Perez Decl., ¶ 21.) This results in a multiplier of 1.37, which 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].)

The benefits achieved by the settlement justify an award of attorney fees to class counsel. The court finds that the requested attorney fee award is reasonable as a percentage of the common fund and approves an attorney fee award in the requested amount.

Plaintiff's counsel requests reimbursement of litigation costs in the amount of $28,144.02 and presents an itemized list supporting that figure. (Perez Decl., ¶ 26.) The court finds the cost reimbursement request to be reasonable and therefore approves an award of litigation costs in the requested amount. The settlement administration costs are also approved in the requested amount of $13,950. (See Olivares Decl., ¶ 10, Ex. B.)

## IV. Conclusion

The motion for final approval of the settlement is GRANTED. Compliance hearing is set for October 21, 2026 at 2:30 p.m. in Department 19.

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

Dated: March 2, 2026

Hon. Theodore C. Zayner
Santa Clara County Superior Court Judge

## PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **February 23, 2026,** I served the document described as: **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending [ ] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [ ] as stated on the attached service list:

| | |
|---|---|
| Noah Woods<br>Blair C. Senesi<br>LITTLER MENDELSON, P.C.<br>101 Second Street, Suite 1000,<br>San Francisco, CA 94105<br>*mmcole@littler.com*<br>*bsenesi@littler.com*<br>*nwoods@littler.com*<br>*lponce@littler.com*<br>*mramosflores@littler.com* | *Attorneys for Defendants*<br>PROPARK AMERICA WEST, LLC; PROPARK LA, LLC; and PRO PARK, INC. |

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

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

[✓] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted 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 **February 23, 2026,** at Los Angeles, California.

| | |
|---|---|
| Sophia Flores | |
| Type/Print Name | Signature |