

FILED
Superior Court of California
County of Los Angeles

FEB 03 2023

David W. Slayton, Executive Officer/Clerk of Court
By: R. Aspiras, Deputy

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

ELIZABETH OCHOA, MONICA
VELAZQUEZ, and CRYSTAL FREGOSO,
on behalf of themselves and others similarly
situated,

Plaintiffs,

v.

L BRANDS, INC.; LIMITED BRANDS,
INC.; THE LIMITED, INC.; VICTORIA'S
SECRET STORES, LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: BC661822

**ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

I. BACKGROUND

Plaintiffs Elizabeth Ochoa, Monica Velazquez, and Crystal Fregoso sue their former employer, Defendant Victoria's Secret Stores, LLC ("Defendant" or "VSS") for

1 alleged wage and hour violations. Defendant retails apparel and accessories for
2 women. Plaintiffs seek to represent a class of Defendant's current and former non-
3 exempt employees.

4 The case has a lengthy history. After numerous proceedings a settlement was
5 preliminarily approved on September 8, 2022 as addressed in the Court's order of
6 September 14, 2022. Notice was given to the Class Members as ordered (see
7 Declaration of Irvin Garcia attached as Exhibit 2 to the Declaration of Melissa A.
8 Huether ISO Final).

9 Plaintiffs' motion for final approval of the Settlement Agreement, including for
10 payment of fees, costs, and a service award to the named Plaintiffs, came on for hearing
11 on January 23, 2022. A special appearance was made by counsel Esther L. Bylsam on
12 behalf of putative class member Monique Tirado and advising of another action
13 pending involving Tirado and defendant. The matter was continued to February 2,
14 2023.

15 At hearing on February 2, 2023 counsel for the class (Ms. Huether) represented
16 that notice of this action had been given to Ms. Tirado. Further, counsel stipulated that
17 Ms. Tirado would be permitted to opt out of this action at this time.

18 For the reasons set forth below, the Court grants final approval of the settlement
19 and sets fees, costs, and service awards.

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II. THE TERMS OF THE SETTLEMENT

A. SETTLEMENT CLASS DEFINITION

“Settlement Class” means: All non-exempt employees employed by Defendant Victoria’s Secret Stores, LLC in California at any time between January 3, 2013 and May 26, 2021. (§7.a)

“PAGA Group” means: All non-exempt employees employed by Defendant Victoria’s Secret Stores, LLC in California at any time between January 3, 2016 and May 26, 2021. (§7.b)

Persons Expressly Excluded From the Settlement Class: Any person who previously settled or released all of the claims covered by this settlement, any person who previously was paid or received awards through civil or administrative actions for all of the claims covered by this settlement, and/or any person who excludes him or herself from the Settlement Class pursuant to this Settlement Agreement, shall not be a member of the Settlement Class. (§7.c)

B. THE MONETARY TERMS OF SETTLEMENT

The essential monetary terms are as follows:

- The Maximum Settlement Amount is **\$5,000,000** (§11.a). This includes payment of a PAGA penalty of **\$500,000** to be paid 75% to the LWDA (\$375,000) and 25% to PAGA Group Members (\$125,000) (§11.d).

The Net Settlement Amount (“Net”) (**\$2,625,500**) is the GSA less:

- Up to **\$1,665,000** (33.3%) for attorney fees (§11.b);
- Up to **\$41,000** for attorney costs (*Ibid.*);

- Up to **\$13,500 total** [\$7,500 to Plaintiff Ochoa; \$3,000 each to Plaintiffs Velazquez and Fregoso] for service awards to Plaintiffs (§11.c); and
- Up to **\$155,000** for settlement administration costs (§11.a).
- Employer-side payroll taxes will be paid by Defendant in addition to the Maximum Settlement Amount (§11.a.2).
- Assuming the Court approves all maximum requested deductions, approximately \$2,625,500 will be available for automatic distribution to participating class members. Assuming full participation, the average settlement share will be approximately **\$53.83**. ($\$2,625,500 \text{ Net} \div 48,773 \text{ class members} = \53.83). In addition, each PAGA Group Member will receive a portion of the PAGA penalty, estimated to be **\$3.87** per PAGA Group Member. ($\$125,000 \text{ or } 25\% \text{ of } \$500,000 \text{ PAGA penalty} \div 32,236 \text{ PAGA Group Members} = \3.87). The highest amount payable is \$559.98 and the lowest is \$1.28. Declaration of Irvin Garcia § 11.
- There is no Claim Requirement (§11.a).
- The settlement is not reversionary (§11.a).
- Individual Settlement Share Calculation: Each Settlement Class Member's "Individual Settlement Award" shall equal the Settlement Class Member's number of workweeks worked during the applicable class period divided by the total workweeks worked by all Settlement Class Members during the applicable class period, multiplied by the Settlement Class Member Allocation. (§14.c.1)
The amounts representing the Individual Settlement Awards of Settlement Class Members who opt out of participating in the settlement will remain a part of the Settlement Class Member Allocation and be distributed to Settlement Class Members who have not opted out. Thus, the total of all Individual Settlement

1 Awards necessarily will equal the Settlement Class Member Allocation.

2 (§14.c.1.i)

- 3 ○ PAGA Group Member's Individual PAGA Payments: In addition to any
4 Individual Settlement Award, each PAGA Group Member's Individual
5 PAGA Payment shall equal the PAGA Group Member's number of
6 workweeks worked during the PAGA Group Period divided by the total
7 number of workweeks worked by all PAGA Group Members during the
8 PAGA Group Period, multiplied by the PAGA Group Share. (§14.c.2)

- 9 • Tax Withholdings: 33% as wages, 33% as interest, 34% as penalties (§14.c.5).
- 10 • Funding and Distribution: Defendant will fund a qualified settlement fund
11 established by the Claims Administrator no later than fourteen (14) days after
12 Court grants final approval to the Settlement. (§21.b) Net payments to Settlement
13 Class Members (including any Court-approved payments to Plaintiffs), payment
14 to Settlement Class Counsel for Court-approved attorneys' fees and costs,
15 payment to PAGA Group Members, and payment to the Claims Administrator
16 for all settlement administration expenses shall be made no later than five (5)
17 business days after the Effective Date. (§21.a)
- 18 • Uncashed Settlement Payment Checks: All checks issued by the Claims
19 Administrator will be valid for a period of one hundred eighty (180) days
20 following issuance by the Claims Administrator, after which they will become
21 void. Should there remain uncashed checks thirty (30) days following issuance,
22 the Claims Administrator will mail a postcard to each holder of an uncashed
23 check to remind them to cash the funds before the void date. Following the void
24 date, and pursuant to California Code of Civil Procedure § 384, the Claims
25 Administrator will cause the aggregate sum represented by those uncashed

1 checks to be transmitted to the California State Controller's Office's Unclaimed
2 Property Division in the name of the Settlement Class Members. (§14.d)

- 3 • Other - Dismissal of *Velazquez/Fregoso* Action: As a material term of this
4 settlement, Plaintiffs Velazquez and Fregoso shall dismiss the
5 *Velazquez/Fregoso* Lawsuit within five (5) days after filing the amended
6 complaint contemplated by Paragraph 3 of the Settlement Agreement. (§4).
7 Counsel shall be prepared to hearing to provide a copy of this dismissal.

8 **C. TERMS OF RELEASES**

- 9
10 • Released Claims by Settlement Class Members: As of the Effective Date, or at
11 the time that Defendant fully funds the Settlement Amount (including its share
12 of payroll taxes) whichever occurs later, all Settlement Class Members who did
13 not submit a valid request for exclusion release Defendant (i.e., Victoria's Secret
14 Stores, LLC) and each of its respective past, present and future owners,
15 stockholders, members, all present and former parent corporations, related or
16 affiliated companies and agents, including Victoria's Secret & Co., L Brands,
17 Inc. (now known as Bath & Body Works, Inc.), and their current and former
18 subsidiaries and affiliates (including the L Brands Defendants, Limited Brands
19 Sourcing, Inc., and Limited Brands Direct Holding, Inc.), officers, directors,
20 shareholders, exempt employees, agents, principals, heirs, representatives,
21 accountants, attorneys, auditors, consultants, insurers and re-insurers, and their
22 respective successors and predecessors in interest, each of their company-
23 sponsored employee benefit plans of any nature (including, without limitation,
24 profit-sharing plans, pension plans, 401(k) plans, and severance plans), and all of
25 their respective officers, directors, employees, administrators, fiduciaries,

1 trustees and agents, and any individual or entity that could be jointly liable with
2 Defendant (collectively, the “Releasees”) from the “Released Claims.” The
3 “Released Claims” shall consist of the “Released Class Claims” and the
4 “Released PAGA Claims,” as defined. (¶23)

- 5 • For purposes of this Settlement Agreement, the “Released Class Claims” are
6 defined as: All claims, demands, rights, liabilities, and causes of action that were
7 asserted in the operative Second Amended Complaint on behalf of the
8 Settlement Class Members, or could have been asserted on behalf of the
9 Settlement Class Members because they reasonably arise out of the same set of
10 operative facts as alleged in the operative Second Amended Complaint, pursuant
11 California Labor Code §§ 201-204, 223, 226, 226.3, 226.7, 510, 512, 515, 558,
12 1174, 1194, 1197, 1198, 1199, IWC Wage Order 7-2001, Cal. Code Regs. Tit. 8,
13 § 11070, Cal. Bus. & Prof. Code § 17200, et seq. (“Section 17200”) as to the
14 Labor Code provisions and causes of action identified in this paragraph, and any
15 similar claims under the Fair Labor Standards Act (including under 29 U.S.
16 Code § 216(b)), whether for allegedly unpaid wages, damages, liquidated
17 damages, penalties, attorneys’ fees and costs as to the Labor Code provisions
18 and causes of action identified in this paragraph (including, but not limited to,
19 attorneys’ fees and costs pursuant to Labor Code §§ 218.5, 1193.6, Code of Civil
20 Procedure § 1021.5), or interest arising out of the claims at issue, including, but
21 not limited to: causes of action based on, or reasonably relating to, alleged
22 failures to provide uninterrupted and duty-free meal periods and rest breaks of
23 the requisite duration; alleged failures to provide “separate rest break” pay;
24 alleged failures to pay meal period and rest break premiums, including at the
25 proper rate; alleged failures to pay overtime wages, including by failing to

1 account for bonuses / incentives in the “regular rate” for overtime purposes;
2 alleged failures to pay for all hours worked (e.g., permitting off-the-clock work),
3 including during security checks and for pre-/post-shift work or time incurred;
4 alleged failures to pay associates the applicable minimum wage; alleged failures
5 to pay reporting time pay; alleged failures to provide accurate wage statements;
6 alleged failures to maintain accurate records, alleged failures to pay all wages
7 owing at termination; and alleged unlawful, unfair, and/or fraudulent business
8 acts or practices within the meaning of Section 17200. (¶23)

- 9 • PAGA Release: For purposes of this Settlement Agreement, the “Released
10 PAGA Claims” are defined as: All claims, demands, rights, liabilities, and
11 causes of action that were set forth in the operative LWDA notice letter dated
12 February 28, 2022, or reasonably arise out of the same set of operative facts as
13 set forth in that LWDA notice letter dated February 28, 2022, that were asserted,
14 or could have been asserted, pursuant to the California Labor Code Private
15 Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq. (“PAGA”) based
16 on alleged underlying California Labor Code violations of §§ 201-204, 223, 226,
17 226.3, 226.7, 510, 512, 515, 1174, 1194, 1197, 1197.1, 1198, IWC Wage Order
18 7-2001 (including Wage Order 7-2001(14)(A) and (B)), Cal. Code Regs. Tit. 8, §
19 11070, whether for civil penalties (including, but not limited to, claims for
20 penalties pursuant to Labor Code §§ 218, 225.5, 226, 210, 226.3, 256, 558, 515,
21 1174.5, 1197.1, 1199, 2699(f)), 2699.3, 2699.5), attorneys’ fees, and/or costs
22 (including, but not limited to, attorneys’ fees and costs pursuant to Labor Code
23 §§ 218.5, 1193.6, 2699(g), Code of Civil Procedure § 1021.5), or interest arising
24 out of the claims at issue, including, but not limited to: causes of action based
25 on, or reasonably related to, alleged failures to provide uninterrupted and duty-

1 free meal periods and rest breaks of the requisite duration; alleged failures to
2 provide “separate rest break” pay; alleged failures to pay meal period and rest
3 break premiums, including at the proper rate; alleged failures to pay overtime
4 wages, including by failing to account for bonuses / incentives in the “regular
5 rate” for overtime purposes; alleged failures to pay for all hours worked (e.g.,
6 permitting off-the-clock work), including during security checks and for pre-
7 /post-shift work or time incurred; alleged failures to pay associates the applicable
8 minimum wage; alleged failures to pay reporting time pay; alleged failures to
9 provide accurate wage statements; alleged failures to maintain accurate records,
10 alleged failures to pay all wages owing at termination; and alleged failures to
11 provide suitable seating. (§23)

- 12 ○ In the event that a Settlement Class Member, who is also a member of the
13 PAGA Group, opts out of the Settlement, the Settlement Class Member
14 will remain a member of the PAGA Group, receive a share of the PAGA
15 settlement, and release the Released PAGA Claims. (*Ibid.*)
- 16 ● The releases are effective as of the Effective Date (§21.a), or at the time that
17 Defendant fully funds the Settlement Amount (including its share of payroll
18 taxes) whichever occurs later. Defendant will fund a qualified settlement fund
19 established by the Claims Administrator no later than fourteen (14) days after
20 Court grants final approval to the Settlement. (§21.b)

22 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

23 “Before final approval, the court must conduct an inquiry into the fairness of the
24 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the
25 settlement agreement after the final approval hearing, the court must make and enter

1 judgment. The judgment must include a provision for the retention of the court's
2 jurisdiction over the parties to enforce the terms of the judgment. The court may not
3 enter an order dismissing the action at the same time as, or after, entry of judgment.”
4 Cal. Rules of Court, rule 3.769(h).

5 As discussed more fully in the Order conditionally approving the settlement, “[i]n
6 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
7 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
8 action. The purpose of the requirement [of court review] is the protection of those class
9 members, including the named plaintiffs, whose rights may not have been given due
10 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
11 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
12 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
13 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
14 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
15 extent necessary to reach a reasoned judgment that the agreement is not the product of
16 fraud or overreaching by, or collusion between, the negotiating parties, and that the
17 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
18 quotation marks omitted].

19 “The burden is on the proponent of the settlement to show that it is fair and
20 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
21 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
22 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
23 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
24 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
25 1802. Notwithstanding an initial presumption of fairness, “the court should not give

1 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
2 116, 130. “Rather, to protect the interests of absent class members, the court must
3 independently and objectively analyze the evidence and circumstances before it in order
4 to determine whether the settlement is in the best interests of those whose claims will be
5 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In
6 that determination, the court should consider factors such as “the strength of plaintiffs’
7 case, the risk, expense, complexity and likely duration of further litigation, the risk of
8 maintaining class action status through trial, the amount offered in settlement, the extent
9 of discovery completed and stage of the proceedings, the experience and views of
10 counsel, the presence of a governmental participant, and the reaction of the class
11 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
12 the court is free to engage in a balancing and weighing of factors depending on the
13 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

14 **A. A PRESUMPTION OF FAIRNESS EXISTS**

15 The Court preliminarily found in its Order of September 14, 2022 that the
16 presumption of fairness should be applied. No facts have come to the Court’s attention
17 that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a
18 presumption of fairness as set forth in the preliminary approval order.

19 **B. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

20 The settlement was preliminarily found to be fair, adequate and reasonable.
21 Notice has now been given to the resulted in the following: Class and the LWDA. The
22 notice process

23 Number of class members: 48,777

24 Number of notices mailed: 48,777

25 Number of undeliverable notices: 726

Number of opt-outs: 5

Number of objections: 0

Number of participating class members: **48,773**

(Declaration of Irvin Garcia ("Garcia Decl.") ¶¶3-10.)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

C. CLASS CERTIFICATION IS PROPER

For the reasons set forth in the preliminary approval order, certification of the Class for purposes of settlement is appropriate.

D. ATTORNEY FEES AND COSTS

Class Counsel requests **\$1,665,000** (33.3%) for attorney fees and **\$41,000** for costs. (Motion for Attorneys' Fees at 6:2-4.)

Courts have an independent responsibility to review an attorney fee provision and award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.

In the instant case, fees are sought pursuant to the percentage method, as cross-checked by lodestar. (Motion for Attorneys' Fees at pp. 6-12.) The \$1,665,000 fee request is 33.3% of the Maximum Settlement Amount.

A lodestar is calculated by multiplying the number of hours reasonably expended by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096 (*PLCM*). "Generally, '[t]he lodestar is calculated using the reasonable rate

1 for comparable legal services in *the local community* for noncontingent litigation of the
2 same type, multiplied by the reasonable number of hours spent on the case.’ ”

3 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
4 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
5 Cal.App.4th 1233, 1242-1243.

6 As to the reasonableness of the rate and hours charged, trial courts consider
7 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill
8 required in its handling, the skill employed, the attention given, the success or failure,
9 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
10 allow the court to consider whether the case was overstaffed, how much time the
11 attorneys spent on particular claims, and whether the hours were reasonably expended.”
12 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

13 Attorney Huether of Lavi & Ebrahimian, LLP represents that her firm spent
14 approximately 608.3 hours on this matter. (Declaration of Melissa A. Huether ISO Final
15 ¶31.) She summarizes her firm’s work performed on the case, though she does not
16 aggregate the hours by task so that the Court can make an informed decision as to how
17 much time was spent on claims and the like. (*Id.* at ¶32.) She represents that her firm
18 incurred a lodestar of \$400,395 based on hourly rates for four attorneys ranging from
19 \$500 to \$750. She asserts that these hourly rates are appropriate based on the Laffey
20 Matrix as well as comparisons to the rates charged by other attorneys practicing in the
21 field of employment law in Los Angeles. (*Id.* at ¶¶33-37, Exhibits 4-11 thereto.)
22 However, she has not indicated whether their rates were approved by other courts.

23 Attorney deRubertis of The deRubertis Law Firm, APC represents that his firm
24 spent approximately 435 hours on the case. (Declaration of David M. deRubertis ISO
25 Final ¶22.) He asserts that his hourly rate is \$1,100 per hour, resulting in a lodestar of

1 \$478,500. (*Id.* at ¶31.) He represents that in June 2021, his then-current rate of \$1,000
2 per hour was approved in a contested FEHA fee application and in a contested fee
3 application in an employment case. (*Id.* at ¶26.) He further contends that his hourly rate
4 for this action is below market level for work of similar complexity by attorneys
5 practicing in Los Angeles, referencing fee orders for counsel in other employment cases
6 that exceeded his own rate. (*Id.* at ¶¶23-28.) He also compares his rate to those of
7 several firms listed in the National Law Journal Billing Surveys for 2017, 2016 and
8 2014, though he does not attach the actual surveys. (*Id.* at ¶29.)

9 Class Counsel's combined lodestar of \$878,895 implies a multiplier of 1.89, which
10 is on the high side of acceptable multipliers for this kind of work.

11 Nonetheless, the **\$1,665,000** fee request represents a reasonable percentage of the
12 total funds paid by Defendant. Further, the notice expressly advised class members of
13 the fee percentage, and no one objected. (Garcia Decl. ¶9, Exhibit A thereto.)
14 Accordingly, the Court awards fees in the amount of **\$1,665,000**.

15 Fee Split: Plaintiffs' counsel represent that they entered into a fee-splitting
16 agreement in writing and consented to by the Plaintiffs as required by the Rules of
17 Professional Conduct, though the percentage of the fee split was not disclosed to the
18 Court. (deRubertis Decl. ISO Final ¶18.)

19 Class Counsel requests **\$41,000** in costs. This is equal to the \$41,000 cap
20 provided in the settlement agreement (¶11.b). The amount was not specifically disclosed
21 to Class Members in the Notice form, though it directed class members to the settlement
22 website for further information and no objections were received. (Garcia Decl. ¶9,
23 Exhibit A thereto.) Attorney Huether represents that her firm incurred \$34,191.61 in
24 costs while attorney deRubertis's firm incurred \$11,946.16, for a total of \$46,137.77 in
25 actual costs. (Huether Decl. ISO Final ¶38; deRubertis Decl. ISO Final ¶32.) Costs

1 include: Mediation (\$11,950), Professional Research Services (\$5,616), and Deposition
2 Services (\$3,478.35). (Huether Decl. ISO Final, Exhibit 3; deRubertis Decl. ISO Final,
3 Exhibit H.) The costs appear to be reasonable and necessary to the litigation, are
4 reasonable in amount, and were not objected to by the class.

5 For all of the foregoing reasons, costs of **\$41,000** are approved.

6 **E. SERVICE AWARDS TO CLASS REPRESENTATIVES**

7 A service (or incentive) fee award to a named class representative must be
8 supported by evidence that quantifies the time and effort expended by the individual and
9 a reasoned explanation of financial or other risks undertaken by the class representative.
10 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;
11 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395
12 [“Criteria courts may consider in determining whether to make an incentive award
13 include: (1) the risk to the class representative in commencing suit, both financial and
14 otherwise; (2) the notoriety and personal difficulties encountered by the class
15 representative; (3) the amount of time and effort spent by the class representative; (4) the
16 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the
17 class representative as a result of the litigation. (Citations.)”].

18 Here, the Class Representatives request enhancement awards totaling **\$13,500**.
19 Plaintiff Ochoa seeks an award of \$7,500, while Plaintiffs Velazquez and Fregoso seek
20 awards of \$3,000 each. (MFA at 12:4-6.) They urge that the awards are appropriate for
21 the following reasons:

22 Plaintiff Ochoa represents that her contributions to the action include: meeting
23 with her attorneys, discussing Defendant’s policies and practices with them, searching
24 for policies and other employment-related documents for her attorneys, responding to
25 her attorneys’ calls and interviews, attending her deposition on July 30, 2019, being

1 available during the full day mediations, and reviewing the settlement. She estimates
2 spending approximately 55 hours on the action. (Declaration of Elizabeth Ochoa ISO
3 Final ¶4.) She asserts that she knew the risk that filing the lawsuit could have on her
4 future employment opportunities, though she has not shown that this has occurred. (*Id.*
5 at ¶5.)

6 In similar declarations, Plaintiffs Velazquez and Fregoso each represent that their
7 contributions to the action include: meeting with their attorneys, discussing Defendant's
8 policies and practices with them, searching for policies and other employment-related
9 documents for their attorneys, responding to their attorneys' calls and interviews, being
10 available during the full day mediations, and reviewing the settlement. Plaintiff
11 Velazquez estimates spending approximately 30 hours on the action, while Plaintiff
12 Fregoso estimates spending 32 hours. (Declaration of Monica Velazquez ISO Final ¶4;
13 Declaration of Crystal Fregoso ISO Final ¶4.) They each assert that they knew the risk
14 that filing the lawsuit could have on their future employment opportunities, though they
15 have also not shown that this has occurred. (*Id.* at ¶5.)

16 In light of the above-described contributions to this action, and in
17 acknowledgment of the benefits obtained on behalf of the class, service awards in the
18 amounts of \$7,500 to Plaintiff Ochoa and \$3,000 each to Plaintiffs Velazquez and
19 Fregoso are reasonable and approved.

20 **F. SETTLEMENT ADMINISTRATION COSTS**

21 The Settlement Administrator, CPT Group, Inc., requests \$155,000 in
22 compensation for its work in administering this case. (Garcia Decl. ¶13.) At the time of
23 preliminary approval, costs of settlement administration were estimated at \$155,000
24 (¶11.a). Class Members were provided with notice of this amount and did not object.
25 (Garcia Decl. ¶9, Exhibit A thereto.)

1 Accordingly, settlement administration costs are approved in the amount of
2 **\$155,000.**

3 **IV. CONCLUSION AND ORDER**

4 The Court hereby:

- 5 (1) Grants class certification for purposes of settlement;
- 6 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 7 (3) Awards **\$1,665,000** in attorney fees to Class Counsel, Lavi & Ebrahimian, LLP
8 and The deRubertis Law Firm, APC;
- 9 (4) Awards **\$41,000** in litigation costs to Class Counsel;
- 10 (5) Approves payment of **\$375,000** (75% of \$500,000 PAGA penalty) to the
11 LWDA;
- 12 (6) Awards Class Representative Service Awards of **\$7,500** to Plaintiff Ochoa and
13 **\$3,000 each** to Plaintiffs Velazquez and Fregoso;
- 14 (7) Awards **\$155,000** in settlement administration costs to CPT Group, Inc.;
- 15 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
16 and containing the class definition, full release language, and the names of the
17 class members who opted out by February 8, 2023;
- 18 (9) Orders class counsel to provide notice to the class members pursuant to
19 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
20 Code §2699 (l)(3); and

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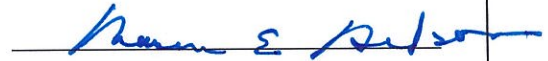
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1 (10) Sets a Non-Appeal Case Review re: Final Report re: Distribution of
2 Settlement Funds for November 28, 2023 at 8:30 a.m.. Final Report is to be
3 filed by November 17, 2023.
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5 Dated:

2/3/2023



6 MAREN E. NELSON

7 Judge of the Superior Court
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