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Superior Court of California  
County of Los Angeles

FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT

Sherd R. Carter, Executive Officer/Clerk of Court  
By: Roxanne Arraiga, Deputy  
FEB 17 2022

Santos v. Walsh/Shea Corridor Constructors, et al., Case No.  
BC721303

The Parties' Motion for Final Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are, among other things:

A. The Gross Settlement Amount ("GSA") is \$1,600,000.  
B. The Net Settlement Amount ("Net") \$935,728.16 is the GSA minus the following:

\$533,333.33 (33%) for attorney fees to Class Counsel (37.5% to the Wand Law Firm, P.C., 37.5% to Mahoney Law Group, APC, and 25% to Haines Law Group);

\$23,438.51 for litigation costs to Class Counsel;  
\$15,000 for a service award to the class representatives, Troy Santos, Jade Katona and Kimberly Woodbury (\$5,000 x 3);  
\$17,500 for settlement administration costs to CPT Group, Inc.;  
\$75,000 (75% of \$100,000 PAGA penalty) to the LWDA; and

C. Plaintiffs release of Defendants from claims described herein.

By **February 28, 2022**, Class Counsel must:

a. lodge a [Proposed] Judgment consistent with this ruling containing among other things, the class definition, full release language, and names of the any class members who opted out; and  
b. email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

Court sets a **Non-Appearance Case Review for March 7, 2022, 8:30 a.m., Department 9.**

By **December 14, 2022**, Class Counsel must:

a. file a Final Report re: Distribution of the settlement funds;

b. lodge a [Proposed] Amended Judgment pursuant to Cal. Code of Civ. Pro. § 384 that also includes the amount of unpaid residue or unclaimed or abandoned class member funds and interest thereon to be distributed to the cy pres;

c. email the [Proposed] Amended Judgment in Word format to Dept. 9 staff at [sscdept9@lacourt.org](mailto:sscdept9@lacourt.org).

Counsel must give notice to the Judicial Council of California, Ms. Donna Newman, Budget Services in Sacramento: [donna.newman@jud.ca.gov](mailto:donna.newman@jud.ca.gov) upon entry of the Amended Judgment pursuant to Cal. Code of Civ. Pro. §384.5.

Court sets **Non-Appearance Case Review for December 16, 2022, 8:30 AM, Department 9.**

## I. INTRODUCTION

### A. Background

This is a wage and hour class action. Defendants Walsh/Shea Corridor Constructors, Walsh Construction Company II, LLC, and Walsh Construction Company (collectively, "Defendants") are construction companies that were hired to perform work on an 8.5-mile light rail line starting at the Expo/Crenshaw station on the Metro Expo Line which connects the City of Inglewood and the LAX airport (known as the Crenshaw/LAX Transit Corridor project). Plaintiffs were each employed by Defendants as non-exempt employees and worked on the Crenshaw/LAX Transit Corridor project for Defendants.

On September 10, 2018, Plaintiff Troy Santos commenced this action ("Santos Action"), alleging twelve causes of action predicated on Defendants' alleged violations of the California wage and hour and background check laws: (1) failure to provide required meal period; (2) failure to provide required rest breaks; (3) failure to pay timely wages; (4) failure to pay all wages due to discharged and quitting employees; (5) failure to maintain required records; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify for necessary expenditures incurred in discharge of duties; (8) failure to pay prevailing wages; (9) violation of the CCRAA; (10) violation of the ICRAA; (11) unfair and unlawful business practices; and (12) representative action for civil penalties (PAGA).

On November 1, 2018, Plaintiff Kimberly Woodbury commenced an action, LASC Case No. 18STCV03358 ("Woodbury Action"), alleging wage and hour violations that overlap with Plaintiff Santos' claims.

On November 8, 2018, Plaintiff Jade Katona commenced an action, LASC Case No. 18STCV05021 ("Katona Action"), alleging wage and hour violations that overlap with Plaintiff Santos' claims.

On March 5, 2021, the parties filed a First Amended Consolidated Complaint consolidating the Santos Action, the Woodbury Action, and the Katona Action.

Counsel represents that among other things, Plaintiffs conducted research regarding their claims and obtained evidence to assess liability and damages. Plaintiffs' counsel conducted research relating to potential preemption issues due to collective bargaining agreements. In addition, Plaintiffs' counsel obtained, inter alia, relevant policy documents, Plaintiffs' personnel files, a statistically significant, random sample of the time and payroll records for Class Members, and detailed information pertaining to the Class. Plaintiffs retained an expert to analyze the time and payroll records to calculate Defendants' maximum exposure if this case were to proceed through class certification and trial. Plaintiffs also engaged in extensive manual review of documents such as Defendants' wage statements.

On November 20, 2019, the parties participated in a mediation session with Michael Dickstein. The parties were not able to reach a settlement at the mediation. However, the parties continued post-mediation settlement negotiations, which occurred over the span of several months, through the assistance of Mr. Dickstein until they were able to resolve this matter. A fully executed copy of the Settlement Agreement is attached as Exhibit A to the Declaration of Aubry Wand ("Wand Decl.") ISO Preliminary Approval.

On January 13, 2021, the Court issued a checklist of items for the parties to address and continued preliminary approval. In response, on March 30, 2021, counsel filed supplemental briefing ("Supp. Brief") ISO Preliminary Approval and an Amended Settlement Agreement attached as Exhibit C to the Supplemental Declaration of Aubry Wand ("Wand Supp. Decl.") ISO Preliminary Approval.

The Court granted preliminary approval on July 22, 2021.

Now before the Court is the motion for final approval of the settlement agreement.

B. Settlement Class Definition

"Class": all non-exempt employees who were employed by Defendants to work on the Crenshaw/LAX Transit Corridor project in California during the Class Period. (Settlement Agreement, ¶2.)

"Class Period": September 10, 2014 through the Preliminary Approval Date. However, if the Court has not ruled on Plaintiffs' motion for preliminary approval by September 1, 2020, then September 1, 2020 shall be the end date of the Class Period. (¶8.)

There are 1,833 Class Members and 108,190 workweeks worked by the class members. (Declaration of Tim Cunningham ("Cunningham Decl."), ¶¶4, 13.)

"PAGA Aggrieved Employees": all current and former non-exempt employees of Defendants who worked in California at any time during the PAGA Period. (¶25.)

"PAGA Period": July 7, 2017 through September 1, 2020. (¶27.)

There are approximately 1,690 putative class members. (Wand Decl., ¶5.) Defendants represent and warrant that as of May 11, 2020, there are approximately 1,690 Class Members who have worked approximately 102,689 Workweeks during the Class Period. This is a material representation, and if at the time Defendants provide the Class Information to the Settlement Administrator it is discovered that Class Members have actually worked 113,156 Workweeks or more during the Class Period, then the Parties stipulate that the Class Period shall end on the date one calendar day immediately prior to the date that the 113,156th Workweek threshold is met, notwithstanding the definition of the Class Period. (¶64.)

The parties agree to certification for purposes of settlement. (¶53.)

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### C. Terms of Settlement Agreement

The essential terms are as follows:

- The Gross Settlement Amount is \$1,600,000, non-reversionary. (§20.)
- The Net Settlement Amount (\$929,166.67) is the Settlement Amount minus the following:
  - Up to \$533,333.33 (33%) for attorney fees (§62.h);
- Fee split: 37.5% to the Wand Law Firm, P.C., 37.5% to Mahoney Law Group, APC, and 25% to Haines Law Group. (Declaration of Troy Santos ("Santos Decl.") ISO Preliminary Approval, §8; Declaration of Jade Katona ("Katona Decl.") ISO Preliminary Approval, §8; and Declaration of Kimberly Woodbury ("Woodbury Decl.") ISO Preliminary Approval, §3.)
  - Up to \$30,000 for litigation costs (Ibid.);
  - Up to \$15,000 for a service award (\$5,000 x 3) (§62.g);
  - Up to \$17,500 for claims administration (§62.i); and
  - \$75,000 (75% of \$100,000 PAGA penalty) to the LWDA (§62.j).
- The employer's share of payroll taxes will be paid separately by Defendant in addition to the Gross Settlement Amount. (§16.)
- Funding of the Settlement: Within 14 calendar days of the Effective Date, Defendants shall wire transfer the full Gross Settlement Amount, plus the Employer's Share of Payroll Taxes, to the Settlement Administrator. (§61.)
- There is no claims process. (Notice pg. 1.)
- Individual Settlement Payments: Individual Settlement Payments will be paid from the Net Settlement Amount. The Settlement Administrator shall calculate the total Compensable Workweeks for all Settlement Class Members based on the Class Information provided by Defendants. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. (§62.a.)
  - The Settlement Administrator shall also calculate the total PAGA Workweeks for all individuals who are entitled to a share of the 25% PAGA amount payable to PAGA Aggrieved Employees pursuant to PAGA (\$25,000.00). The respective PAGA Workweeks for each PAGA Aggrieved Employee will be divided by the total PAGA Workweeks for all PAGA Aggrieved Employees, resulting in the PAGA Payment Ratio for each PAGA Aggrieved Employee. Each PAGA Aggrieved Employee's PAGA Payment Ratio will then be multiplied

by the 25% PAGA amount payable to PAGA Aggrieved Employees to determine his or her PAGA Payment. (§62.b)

o As Settlement Class Members and PAGA Aggrieved Employees may not opt-out of the PAGA Claims, Settlement Class Members and PAGA Aggrieved Employees will receive the PAGA portion of their individual settlement payment even if they request exclusion from the class and do not receive the class portion of their individual settlement payment. (§62.c.3.)

o Tax Allocation: 20% as wages; and 80% as penalties and interest. (§62.c.1-2.)

• Objections/ Requests for Exclusion/Disputes: "Response Deadline" means 45 calendar days after the postmark date of the Class Notice that the Settlement Administrator shall mail to Class Members, and the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit a written Objection to the Settlement; or (c) dispute the number of Compensable Workweeks attributed to them. (§39.) Class Members who receive a re-mailed Notice of Class Settlement shall have 45 days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the number of Compensable Workweeks attributed to them. (§60.b.)

• Uncashed Checks: Individual Settlement Payment checks shall remain negotiable for 180 calendar days from the postmark date of issuance. If the Individual Settlement Payment check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the check will be voided, and the funds associated with any such voided checks shall be distributed to Legal Aid at Work. The Parties represent that they do not have an interest in the governance or work of Legal Aid at Work. Should a conflict of interest or other issue lead to the disapproval of Legal Aid at Work as a Cy Pres Recipient, the Parties will meet and confer as to a suitable replacement. In compliance with California Code of Civil Procedure § 384, after all amounts paid to Class Members have been made (i.e., the time for Class Members to negotiate the checks has expired), the Settlement Administrator shall provide a report, and if there are any remaining unclaimed funds (i.e., funds from checks not negotiated by Class Members), the Court shall amend the Final Judgment to provide for the distribution of any unclaimed funds to Legal Aid at Work. (§62.d.)

o The parties and counsel have provided declarations confirming that they do not have any interest or involvement in the governance of Legal Aid at Work. (Supplemental Declaration of Fletcher Schmidt ("Schmidt Supp. Decl."), ISO Preliminary Approval ¶3; Wand Supp. Decl. ISO Preliminary Approval, ¶23; Supplemental Declaration of Atoy H. Wilson ("Wilson Supp.

Decl.") ISO Preliminary Approval, ¶4; Declaration of Mark A. Konkel ("Konkel Decl.") ISO Preliminary Approval, ¶3; Santos Decl. ISO Preliminary Approval, ¶7; Katona Decl. ISO Preliminary Approval, ¶7; Woodbury, Decl. ISO Preliminary Approval, ¶12.)

- The claims administrator will be CPT Group, Inc. (¶42.)
- The Settlement was submitted to the LWDA on September 9, 2020. (Wand Decl., ¶14, Exh. B.)
- Notice of final judgment will be posted on the Settlement Administrator's website. (¶42)

- Scope of the release:

- o Release of Claims by Settlement Class Members. Settlement Class Members release the "Released Claims by Settlement Class Members" as of seven (7) calendar days after Defendants have fully funded the Settlement. This date shall be calculated from the date that Settlement Administrator confirms receipt of all settlement funds from Defendants. (¶57.)

▪ "Released Claims by Settlement Class Members" means: In exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action that were asserted, or could have been asserted, whether known or unknown, contingent or accrued, under any state or local statute, ordinance, regulation, order, or common law, arising out of, based upon, or relating to the facts alleged in the Action, including claims for: (a) failure to provide meal periods or compensation in lieu thereof in violation of California Labor Code §§ 226.7 510, 512, 1194 and 1197; (b) failure to provide rest periods or compensation in lieu thereof in violation of California Labor Code §§ 226.7 and 512; (c) failure to timely pay wages during employment in violation of California Labor Code §§ 204 and 210; (d) failure to timely pay wages at termination of employment in violation of California Labor Code §§ 201, 202 and 203; (e) failure to maintain required records in violation of California Labor Code §§ 226 and 1174; (f) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; (g) failure to reimburse business expenses in violation of California Labor Code § 2802; (h) failure to pay prevailing wages in violation of California Labor Code § 1720 et seq.; (i) violation of the California Consumer Credit Reporting Agencies Act, California Civil Code § 1785.1 et seq.; (j) violation of the California Investigative Consumer Reporting Agencies Act, California Civil Code § 1786 et seq.; (k) violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.; and (l) and violation of the Private Attorneys' General Act, California Labor Code § 2699 et

seq., predicated on any of the violations of the California Labor Code and applicable IWC Wage Order alleged in the Action. This release shall apply to all claims arising at any point during the Class Period. (§36.)

o Release of Claims by PAGA Aggrieved Employees. PAGA Aggrieved Employees release the "Released PAGA Claims" as of seven (7) calendar days after Defendants fully fund the Settlement. This date shall be calculated from the date that Settlement Administrator confirms receipt of all settlement funds from Defendants. (§58)

▪ "Released PAGA Claims" means all claims for civil penalties under the PAGA that Plaintiffs, on behalf of themselves, the State of California, and all PAGA Aggrieved Employees, alleged or that could have been alleged in the operative Complaint and that Plaintiffs and PAGA Aggrieved Employees are fully and irrevocably releasing the Released Parties from, in exchange for the consideration provided by this Settlement. PAGA Aggrieved Employees will only release claims alleged in, or that could have been alleged, based on the facts asserted in the PAGA Notice and operative Complaint. PAGA Aggrieved Employees will release the PAGA Claims even if they, as a Class Member, request exclusion from the class. (§37.)

o "Released Parties" means Defendants and their past, present or future direct and indirect parent companies, predecessor entities, successor entities, related companies, direct and indirect subsidiaries, holding entities, affiliates, franchisees, distributors, wholesalers, retailers, advertising and production agencies, and licensors, including all past, present and future officers, directors, managers, members, partners, principals, owners, employees, shareholders, consultants, attorneys, legal representatives, accountants, auditors, consultants, insurers, reinsurers, employee benefit plans, fiduciaries, agents, or other equity interest holders of any of the foregoing, together with any of their heirs, executors, administrators, and assigns, both individually and in their official capacities. (§38.)

▪ Plaintiff is also providing a general release and CC 1542 waiver as to Defendant. (§35.)

## II. DISCUSSION

### A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On November 20, 2019, the parties participated in a mediation session with Michael Dickstein. The



parties were not able to reach a settlement at the mediation. However, the parties continued post-mediation settlement negotiations, which occurred over the span of several months, through the assistance of Mr. Dickstein until they were able to resolve this matter. (Wand Decl. ISO Preliminary Approval, ¶12.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that among other things, Plaintiffs conducted research regarding their claims and obtained evidence to assess liability and damages. Plaintiffs' counsel conducted research relating to potential preemption issues due to collective bargaining agreements. In addition, Plaintiffs' counsel obtained, inter alia, relevant policy documents, Plaintiffs' personnel files, a statistically significant, random sample of the time and payroll records for Class Members, and detailed information pertaining to the Class. Plaintiffs retained an expert to analyze the time and payroll records to calculate Defendants' maximum exposure if this case were to proceed through class certification and trial. Plaintiffs also engaged in extensive manual review of documents such as Defendants' wage statements. (Id. at ¶10).

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. . (Id. at ¶¶25-36; Declaration of Fletcher Schmidt ("Schmidt Decl.") ISO Preliminary Approval, ¶¶1-6; Declaration of Atoy H. Wilson ("Wilson Decl.") ISO Preliminary Approval, ¶¶5-8.)

4. What percentage of the class has objected? None. (Cunningham Decl., ¶10).

The Court concludes that the settlement is entitled to a presumption of fairness.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Counsel provided the following exposure analysis:

CLAIM	MAX EXPOSURE
Meal Period	\$833,106
Rest Breaks	\$895,364
Rounding Claim	\$270,236

Wage Statements	\$2,725,450
PAGA Penalties	\$13,138,500
Waiting Time Penalties	\$13,882,510
Reimbursement Claim	\$114,320
Violation of the CCRAA	\$245,850
Violation of the ICRAA	0
TOTAL	\$32,105,336

(Wand Decl. ISO Preliminary Approval, ¶21; Wand Supp. Decl. ISO Preliminary Approval, ¶¶5-19.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Plaintiff's counsel obtained a \$1,600,000 non-reversionary settlement. This is approximately 5% of Plaintiff's estimated recovery, which is within the "ballpark" of reasonableness.

The \$1,600,000 settlement amount, after reduced by the requested deductions, leaves approximately \$904,166.67, to be divided among approximately 1,831 class members. Therefore, the resulting payments will average approximately \$493.81 per class member. [ $\$904,166.67 / 1,831 = \$493.81$ ] (Cunningham Decl., ¶13.) The highest estimated settlement payment is \$2,649.24. (Ibid.)

Further \$25,000 (75% of the \$100,000 PAGA Penalty) will be divided among approximately 1,189 PAGA Aggrieved Employees. Therefore, the resulting payments will average approximately \$21.03 per PAGA Aggrieved Employee. [ $\$25,000 / 1,189 = \$21.03$ .] (Id. at ¶14.) The highest estimated PAGA Payment is \$72.54. (Ibid.)

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement.

Number of class members: 1,833 (Cunningham Decl., ¶4.)  
Number of notice packets mailed: 1,833 (Id. at ¶6.)  
Number of undeliverable notices: 27 (Id. at ¶8.)  
Number of opt-outs: 2 (Id. at ¶9.)  
Number of objections: 0 (Id. at ¶10.)  
Number of Participating Class Members: 1,831 (Id. at ¶13.)  
Average individual payment: \$493.81 (Ibid.)  
Highest estimated payment: \$2,649.24 (Ibid.)  
Number of PAGA Aggrieved Employees: 1,189 (Id. at ¶14.)  
Average individual payment: \$21.03 (Ibid.)  
Highest estimated payment: \$72.54 (Ibid.)

The Court concludes that the settlement is "fair, adequate, and reasonable."

#### C. Attorney Fees and Costs

Class Counsel request an award of \$533,333.33 in fees and \$23,438.51 in costs. (Motion ISO Final Approval, 10:10-14.) The Settlement Agreement provides for fees up to \$533,333.33 (33%) and costs up to \$30,000 (Settlement Agreement ¶62.h); class members were provided notice of the requested awards and none objected. (Cunningham Decl., ¶10, and Exhibit A thereto.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (Wershba at 254.) Here, class counsel request attorney fees using the percentage method, with a lodestar crosscheck. (Motion ISO Final Approval, pgs. 10-17.) Additionally, Plaintiffs have agreed to the following fee split: 37.5% to the Wand Law Firm, P.C., 37.5% to Mahoney Law Group, APC, and 25% to Haines Law Group. (Santos Decl. ISO Preliminary

Approval, ¶8; Katona Decl. ISO Preliminary Approval, ¶8; and Woodbury Decl. ISO Preliminary Approval, ¶3.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503.) The fee request represents 33% of the gross settlement amount, which is the average generally awarded in class actions. (See In re Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 ["Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery."].)

Counsel provided the following lodestar information:

Biller	Rate	Hours	Total
Aubry Wand	\$650	185.70	\$120,705.00
Atoy H. Wilson	\$550	163.3	\$89,815.00
Paul K. Haines	\$650	55.1	\$35,815.00
Fletcher W. Schmidt	\$625	77.6	\$48,500.00
Andrew J. Rowbotham	\$450	80.8	\$36,360.00
Mehrdad Bokhour	\$550	10	\$5,500.00
Firm Paralegals	\$175	9.5	\$1,662.50
Total		582	\$338,357.50

(Motion ISO Final Approval, 13:1-20; Haines Decl. ISO Final, ¶8; Wilson Decl. ISO Final, ¶9; Wand Decl. ISO Final, ¶61; Supplemental declaration of Mehrdad Bokhour.)

Therefore, counsel represent spending 582 hours on the matter for a total lodestar of \$338,357.50 which would require an approximate multiplier of 1.6 to yield the requested fee amount. (Ibid.)

As for costs, Class Counsel is requesting \$23,438.51 in costs. (Motion ISO Final Approval, 17:3-5.) This is less than the \$30,000 cap provided for in the Settlement Agreement (¶62.h); for which Class Members were given notice and deemed unobjectionable. (Cunningham Decl., ¶10, and Exhibit A thereto.)

To date, Class Counsel have incurred a total of \$23,438.51 in costs. (Motion ISO Final Approval, 17:3-5; Haines Decl. ISO

Final, ¶9 and Exhibit 1 thereto; Wilson Decl. ISO Final, ¶10; Wand Decl. ISO Final, ¶75; Bokhour Decl. ISO Final, ¶17.) The costs include, but are not limited to, filing fees, service costs, and mediation fees. (Ibid.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

The court awards \$533,333.33 for fees and \$23,438.51 for litigation costs.

D. Claims Administration Costs

The claims administrator, CPT Group, Inc., is requesting \$17,500 for the costs of settlement administration. (Cunningham Decl., ¶15.) This is equal to the estimated cost of \$17,500 provided for in the Settlement Agreement (¶62.i) and disclosed to class members in the Notice, to which there were no objections. (Cunningham Decl., ¶10, and Exhibit A thereto.)

The court awards administration costs in the requested amount.

E. Incentive Award to Class Representative

The Settlement provides for up to \$15,000 for Service Award to the three Class Representatives (\$5,000 each). (Settlement Agreement, ¶62.g.) Plaintiff Santos represents that his contributions to this litigation include but are not limited to spending at least 25 hours having numerous discussions with counsel, identifying witnesses, searching for documents, reviewing various documents, participating in settlement discussions, and reviewing the settlement agreement. (Santos Decl. ISO Final, ¶5.)

Plaintiff Katona represents that her contributions to this litigation include but are not limited to spending at least 15 hours having numerous discussions with counsel, identifying witnesses, and searching for documents. (Katana Decl. ISO Final, ¶5.)

Plaintiff Woodbury represents that her contributions to this litigation include but are not limited to spending at least 17 hours having numerous discussions with counsel, identifying witnesses, searching for documents, reviewing various documents, and participating in settlement discussions. (Woodbury Decl. ISO Final, ¶9.)

The court grants an enhancement award in the amount of \$15,000 (\$5,000 each Plaintiff).

IV.  
CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Final Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

2) The essential terms are, among other things:

A. The Gross Settlement Amount ("GSA") is \$1,600,000.

B. The Net Settlement Amount ("Net") \$935,728.16 is the GSA minus the following:

\$533,333.33 (33%) for attorney fees to Class Counsel (37.5% to the Wand Law Firm, P.C., 37.5% to Mahoney Law Group, APC, and 25% to Haines Law Group);

\$23,438.51 for litigation costs to Class Counsel;

\$15,000 for a service award to the class representatives, Troy Santos, Jade Katona and Kimberly Woodbury (\$5,000 x 3);

\$17,500 for settlement administration costs to CPT Group, Inc.;

\$75,000 (75% of \$100,000 PAGA penalty) to the LWDA; and

C. Plaintiffs release of Defendants from claims described herein.

3) By February 28, 2022, Class Counsel must:

a. lodge a [Proposed] Judgment consistent with this ruling containing among other things, the class definition, full release language, and names of the any class members who opted out; and

b. email the [Proposed] Judgment in Word format to Dept. 9 staff at [sscdept9@lacourt.org](mailto:sscdept9@lacourt.org).

4) Court sets Non-Appearance Case Review for March 7, 2022, 8:30 a.m., Department 9.

5) By December 14, 2022, Class Counsel must:

a. file a Final Report re: Distribution of the settlement funds;

b. lodge a [Proposed] Amended Judgment pursuant to Cal. Code of Civ. Pro. § 384 that also includes the amount of unpaid residue or unclaimed or abandoned class member funds and interest thereon to be distributed to the cy pres;

c. email the [Proposed] Amended Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

6) Counsel must give notice to the Judicial Council of California, Ms. Donna Newman, Budget Services in Sacramento: donna.newman@jud.ca.gov upon entry of the Amended Judgment pursuant to Cal. Code of Civ. Pro. §384.5.

7) Court sets Non-Appearance Case Review for December 16, 2022, 8:30 AM, Department 9.

CLERK TO GIVE NOTICE TO ALL PARTIES.

IT IS SO ORDERED.

DATED: February 17, 2022

**YVETTE M. PALAZUELOS**

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YVETTE M. PALAZUELOS  
JUDGE OF THE SUPERIOR COURT