

1 This matter is before the Court on Plaintiffs' unopposed Motion for Order Granting Final Approval
2 of Class Action Settlement and for Approval of Attorneys' Fees and Costs and Class Representatives'
3 Service Award. The motions, having been fully considered by the Court, is ruled upon as follows:

4 1. The Settlement Agreement is fully and finally approved and is hereby incorporated by
5 reference and all defined terms therein shall have the same meaning in this Order as set forth in the
6 Settlement Agreement

7 2. The Court finds that the settlement is fair, adequate, and reasonable based on the following:
8 the Settlement was reached through arms'-length negotiations; investigation and discovery were sufficient
9 to allow counsel and the court to act intelligently; counsel experienced in similar litigation; and the
10 percentage of objectors is small.

11 3. The moving papers, declarations and exhibits attached thereto, filed on February 3, 2021,
12 have provided this Court with "basic information about the nature and magnitude of the claims in question
13 and the basis for concluding that the consideration being paid for the release of those claims represents a
14 reasonable compromise" such that this Court is satisfied "that the consideration being received for the
15 release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims
16 and the risks of the particular litigation." (*Dunk v. Ford Motor Company* (1996) 48 Cal.App.4th 1794,
17 1802 ["So long as the record is adequate to reach 'an intelligent and objective opinion of the probabilities
18 of success should the claim be litigated' and 'form' an educated estimate of the complexity, expense and
19 likely duration of such litigation...it is sufficient."].)

20 4. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the conditional
21 class certification contained in the Order Granting Preliminary Approval of Class Action Settlement, and
22 thus certifies a class defined as: "all current or former employees who performed the duties of an Adjunct
23 Faculty member for APU in California during the Class Period, which is the period of time from August
24 19, 2015 through to October 19, 2020."

25 5. Plaintiff is appointed and designated, for all purposes, as the Class Representative, and
26 HammondLaw, P.C., is appointed and designated as counsel for the Class. The Court finds that attorneys
27 for the Class are experienced class action litigators and have expressed the view that the Settlement is fair,
28 reasonable, and adequate, which further supports approval of the Settlement.

6. The Court hereby finds that Class Notice has been sent to Class Members as previously
ordered by the Court, and that such Notice fairly and adequately described the terms of the proposed
Settlement Agreement, the manner in which Class Members could object to or opt-out of the settlement;
was the best notice practicable under the circumstances; and complied fully with California Rule of Court

1 3.769, and all other applicable laws. Specifically, on November 9, 2020, counsel for Defendants provided
2 CPT with a list of Settlement Class Members. The Class List contained 1,962 Settlement Class Members.
3 On November 19, 2020, CPT conducted a National Change of Address (NCOA) search in an attempt to
4 update the Settlement Class Members' addresses. On November 23, 2020, the Notice Packets were mailed
5 via U.S. first class mail to all Settlement Class Members. As of February 2, 2021, 45 Notice Packets have
6 been returned to CPT by the Post Office, of which 6 were provided a new address by the Post Office. CPT
7 performed a skip-trace on 39 Notice Packets to locate a better address using Accurint, one of the most
8 comprehensive address databases available. A total of 33 Notice Packets have been re-mailed to date. In
9 addition, 16 notices were also forwarded by the Settlement Administrator. Ultimately, there are 12 Notice
10 Packets undeliverable with no forwarding address, where no new addresses could be found through skip
11 trace. Therefore, the Court finds that a full and fair opportunity has been afforded to Class Members to
12 participate in the proceedings convened to determine whether the proposed Settlement Agreement should
13 be given final approval. Accordingly, the Court hereby determines that all Settlement Class Members are
14 bound by this Final Approval Order.

15 7. In response to the Notice, eighteen Class Members requested to be excluded from the
16 Settlement. Those Class Members are: Karla Hays, Linda Byrd, Jini Cockroft, Rebecca Holmes, Lisa
17 Lindsey Rehfeld, Elizabeth Smart, Rosemarie Santiago, David Hermon, Christine Phongdara, Steven
18 Jung, Christina Burden, Kenneth Cairns, Nancy Shelton, Danielle Lascano, Elizabeth Eastman, Brian
19 Croissant, Diane Wilson, and Christopher Green.

20 8. In response to the Notice, two Class Members submitted written objections to the
21 Settlement. Objector Bonnie Copland's objection states she is "disappointed to receive notice of the class
22 action suit" and goes on to indicate that she does not agree with the litigation, but does not state any actual
23 grounds upon which she objects to the settlement. She neither states that the settlement is unfair, nor
24 objects to any of its terms. Therefore, the Court overrules Ms. Copland's objection as she has not presented
25 any grounds upon which to rule.

26 9. Objector Anne Wrotniewski objects to the fact that the litigation was filed in the first
27 instance, but does not object to any portion of the settlement itself. She neither states that the settlement
28 is unfair, nor objects to any of its terms. Therefore, the Court overrules Ms. Wrotniewski's objection as
she has not presented any grounds upon which to rule.

10. The Court hereby finally and unconditionally approves the Settlement Agreement, and
enters judgment, and specifically:

- a. Approves the Gross Settlement of \$1,112,100;

1 b. Approves the application for Class Representative's service award of \$7,500. Ms.
2 Granberry's contributions to this litigation, include, but are not limited to, having numerous conversations
3 with counsel, gathering documents, reviewing records, being available for mediation, and reviewing the
4 settlement agreement. The Court finds that a Class Representative award of \$7,500 is reasonable under
5 these circumstances.

6 c. Approves Class Counsels' request for an award of \$370,700, representing 1/3 of
7 the Goss Settlement Amount, as reasonable attorneys' fees. Counsel have provided the following lodestar
8 information:

BILLER	RATE	HOURS	TOTAL
Hammond	\$750	107.5	\$80,625.00
Brandler	\$650	52.9	\$34,385.00
Cherniak	\$530	117.5	\$62,275.00
Baller	\$945	33.2	\$31,374
TOTAL		311.1	\$208,659.00

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13 Therefore, counsel represent spending a total of 311.1 hours for a total lodestar of \$208,659 which would
14 require a multiplier of 1.77 to yield the requested fee amount. Because the fee request represents a
15 reasonable percentage of the settlement fund, the Court awards fees in the amount of \$370,000 which is
16 also supported by the lodestar.

17 d. All the costs appear to be reasonable in amount and all appear to have been
18 necessary to the litigation. Therefore, the Court approves Class Counsel's request for reimbursement of
19 litigation costs of \$13,684.69;

20 a. Approves payment to CPT, Inc., the Settlement Administrator, of \$27,000 as costs
21 of settlement administration; and

22 b. Approves the allocation of \$35,000 as payment for penalties under the California
23 Labor Code Private Attorney Generals Act ("PAGA"), and further approves of payment of \$26,250 to the
24 Labor and Workforce Development Agency for its portion of the PAGA penalties;

25 c. Approves the payment from the Net Settlement of amounts determined by the
26 Settlement Administrator to be due to Settlement Class Members. The Net Settlement totals \$666,965.31
27 which will remain to be distributed to Class Members who did not opt out. The average individual
28 settlement payment will be approximately \$343.00. The highest individual settlement payment is
\$3,211.70, and the lowest is \$4.08.

1 11. Upon entry of this Order and the accompanying Judgment, each Settlement Class Member
2 releases Released Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay,
3 guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or
4 nature, whether known or unknown, contingent or accrued, under any legal theory under state law for any
5 alleged failure to pay all business expense reimbursements, wages due (including minimum wage and
6 overtime wages), failure to pay for all hours worked (including off-the clock), failure to provide meal and
7 authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during
8 meal and rest periods, failure to timely pay wages and final wages and waiting time penalties, failure to
9 furnish accurate wage statements including claims derivative and/or related to these claims, liquidated
10 damages, and conversion of wages, up to and including the date of preliminary approval by the Court. The
11 Release includes, claims that were raised, or that reasonably could have been raised based on the facts and
12 allegations in the Complaint. The Release includes all claims and theories arising under the applicable
13 regulations, Labor Code section 2802, Wage Orders and Labor Code, state wage and hour law, as well as
14 claims under Business and Professions Code section 17200 et seq., and/or Labor Code section 2698 et
15 seq. based on violations of the above Labor Code provisions ("Released Claims") This release applies to
16 all claims arising at any point during the Class Period.

17 12. In addition to the Released Claims, Plaintiff shall be bound by a complete and general
18 release of all claims under any and all applicable federal and state laws and/or regulations as to Released
19 Parties, and shall also be bound by a California Civil Code section 1542 release and waiver of all claims
20 known and unknown, without exception, except as may be prohibited by law, such as claims for workers'
21 compensation benefits. California Civil Code section 1542 reads as follows: "A general release does not
22 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at
23 the time of executing the release and that, if known by him or her, would have materially affected his or
24 her settlement with the debtor or released party."

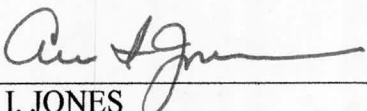
25 13. Pursuant to California Code of Civil Procedure § 384, before the entry of a judgment, the
26 Court shall also set a compliance hearing for December 3, 2021 at 8:30 a.m. Within 5 court days of the
27 hearing, the parties shall submit a report to the court including total amount paid to the Class, as well as a
28 report about the status of any unresolved issues and any other matters appropriate to bring to the Court's
attention. Within 30 days after the final report is filed with the Court, the parties shall prepare and file a
stipulation and proposed order and Proposed Amended Judgment. The stipulation and proposed order
shall include, inter alia, the amount of the distribution of unpaid cash residue, and unclaimed or abandoned
funds to the non-party, the accrued interest on that sum and any other information required to be set forth

1 pursuant to Section 68520 of the Government Code, as incorporated into CCP Section 384.5. The
2 stipulation shall be signed by counsel for the class, defendant's counsel and counsel for (or an authorized
3 representative of) the non-party ("cy pres") recipient, Interdisciplinary Center for Healthy Workplaces.
4 The stipulation shall include a statement to the effect that all interested persons are in accord with the
5 amended judgment and have no objection to the entry of an amended judgment. If there are objections by
6 any party, class counsel shall immediately notify the Court and the matter will be set for further hearing.

7 14. Pursuant to California Rule of Court 3.769(h), the Court retains exclusive and continuing
8 jurisdiction over the litigation to enforcing the terms of the judgment, and supervising, implementing,
9 interpreting, and enforcing this Final Approval Order and the Settlement Agreement.

10 **IT IS SO ORDERED.**

11 Dated: 3-5-21

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15 HON. ANN I. JONES
16 SUPERIOR COURT JUDGE
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