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22CV397513  
By: moffhaus

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SANTA CLARA**

14 GUADALUPE PEREZ, individually, and on  
15 behalf of other members of the general public  
16 similarly situated, and as an aggrieved employee  
pursuant to the Private Attorneys General Act  
("PAGA"),

17 Plaintiff,

18 vs.

19 SPACETEL LLC, a California corporation;  
20 SPACETEL LA INC., a California corporation;  
21 SPACETEL NORTH INC. a California  
corporation; and DOES 1 through 10, inclusive,

22 Defendants.

Case No. 22CV397513

Assigned to the Hon. Theodore C. Zayner

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

Date: July 16, 2025

Time: 1:30 p.m.

Place: Department 19

Complaint Filed: April 29, 2022

Trial Date: None Set

1 **I. Introduction**

2 This is a class and representative action arising out of alleged wage and hour violations.  
3 Plaintiff Guadalupe Perez (“Plaintiff”) filed the operative First Amended Class Action Complaint &  
4 Enforcement Action Under the Private Attorney General Act, California Labor Code §§ 2698, *et seq.*  
5 (“FAC”) against defendants Spacetel LLC, Spacetel LA Inc., and Spacetel North Inc. (collectively,  
6 “Defendants”) on August 18, 2022. The FAC sets forth the following causes of action: (1) Violation of  
7 California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§  
8 1182.12, 1194, 1197, 1197.1, 1198 (Unpaid Minimum Wages); (3) Violation of California Labor Code  
9 §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods); (4) Violation of California Labor  
10 Code §§ 226.7, 516, and 1198 (Failure Authorize and Permit Rest Periods); (5) Violation of California  
11 Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain  
12 Payroll Records); (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon  
13 Termination); (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During  
14 Employment); (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses); (9)  
15 Civil Penalties for Violations of California Labor Code §§ 2698, *et seq.*; (10) Violation of California  
16 Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and (11) Violation of  
17 California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices).

18 The parties have reached a settlement. In January 2025, the court granted Plaintiff’s unopposed  
19 motion for preliminary approval of the settlement. Now before the court is Plaintiff’s unopposed motion  
20 for final approval of the settlement.

21 **II. Legal Standard**

22 **A. Class Action**

23 Generally, “questions whether a [class action] settlement was fair and reasonable, whether notice  
24 to the class was adequate, whether certification of the class was proper, and whether the attorney fee  
25 award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple*  
26 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), disapproved of on other grounds by  
27 *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

28 In determining whether a class settlement is fair, adequate and reasonable, the

1 trial court should consider relevant factors, such as the strength of plaintiffs’ case,  
2 the risk, expense, complexity and likely duration of further litigation, the risk of  
3 maintaining class action status through trial, the amount offered in settlement, the  
4 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.

5 (*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, internal citations and quotations omitted.)

6 In general, the most important factor is the strength of the plaintiffs’ case on the merits, balanced  
7 against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
8 116, 130 (*Kullar*.) But the trial court is free to engage in a balancing and weighing of factors depending  
9 on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must  
10 examine the “proposed settlement agreement to the extent necessary to reach a reasoned judgment that  
11 the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating  
12 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”

13 (*Ibid.*, citation and internal quotation marks omitted.)

14 The burden is on the proponent of the settlement to show that it is fair and  
15 reasonable. However “a presumption of fairness exists where: (1) the settlement  
16 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.”

17 (*Wershba, supra*, 91 Cal.App.4th at p. 245, citation omitted.)

## 18 **B. PAGA**

19 Labor Code section 2699, subdivision (s)(2) provides that “[t]he superior court shall review and  
20 approve any settlement of any civil action filed pursuant to” PAGA. The court’s review “ensur[es] that  
21 any negotiated resolution is fair to those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531,  
22 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce  
23 Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees.  
24 (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other  
25 grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639.)

26 Like its review of class action settlements, the Court must “determine independently whether a  
27 PAGA settlement is fair and reasonable,” to protect “the interests of the public and the LWDA in the  
28 enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) It must

1 make this assessment “in view of PAGA’s purposes to remediate present labor law violations, deter  
2 future ones, and to maximize enforcement of state labor laws.” (*Id.* at p. 77; see also *Haralson v. U.S.*  
3 *Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 [“when a PAGA claim is settled, the  
4 relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying  
5 purpose of the statute to benefit the public . . .”], quoting LWDA guidance discussed in *O’Connor v.*  
6 *Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O’Connor*.)

7 The settlement must be reasonable considering the potential verdict value. (See *O’Connor*,  
8 *supra*, 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].)  
9 But a permissible settlement may be substantially discounted, given that courts often exercise their  
10 discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial.  
11 (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-cv-02198-EMC) 2016 WL  
12 5907869, 2016 U.S. Dist. LEXIS 140759, at \*20-24.)

### 13 **III. Terms and Administration of Settlement**

14 The Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement  
15 Agreement”) is entered into between Plaintiff and Defendants. (Declaration of Raul Perez in Support of  
16 Motion for Preliminary Approval of Class and PAGA Action Settlement (“Perez Dec.”), ¶ 5 & Ex. 1  
17 (“Settlement Agreement”).) The Settlement Agreement provides that the case has been settled on behalf  
18 of the following class:

19 [A]ll persons who worked for Defendants as non-exempt, hourly paid employees  
20 in California at any time during the Class Period.

21 (Settlement Agreement, ¶ 5.) The “Class Period” means the period from April 29, 2018, to the date of  
22 preliminary approval. The class also includes a subset of “PAGA Members” who are defined as “all  
23 persons who worked for Defendants as. Non-exempt, hourly paid employees in California at any time  
24 during the PAGA Period.” The “PAGA Period” means the period from May 11, 2021, to the date of  
25 preliminary approval.

26 According to the terms of Settlement Agreement, Defendants will pay a non-revisionary gross  
27 settlement amount of \$1,230,000. The gross settlement amount includes attorney fees up to \$410,000  
28 (1/3 of the gross settlement amount), litigation costs of up to \$30,000, PAGA penalties in the amount of

1 \$20,000 (75 percent of which will be distributed to the LWDA and 25 percent of which will be  
2 distributed to PAGA Members), settlement administration costs not to exceed \$20,000, and an  
3 enhancement award to Plaintiff of \$10,000. The net settlement amount (estimated to be \$740,000) will  
4 be paid to class members on a pro rata basis based on the number of weeks worked during the Class  
5 Period. The Settlement Agreement states that checks remaining uncashed more than 180 days after  
6 mailing will be void and the funds from those checks will be sent to Valley Children’s Hospital.

7 In exchange for the settlement, class members agree to release Defendants, and related entities  
8 and persons, from all claims and causes of action reasonably arising from, or reasonably related to, the  
9 same set of operative facts as those set forth in the operative complaint during the Class Period.  
10 Similarly, PAGA Members agree to release Defendants, and related entities and persons, from all claims  
11 for civil penalties under PAGA that were brought or reasonably could have been brought based on the  
12 same facts alleged in Plaintiff’s LWDA letter dated May 11, 2022, during the PAGA Period. Plaintiff  
13 also agrees to a general release.

14 The settlement includes an escalator clause applicable if the actual number of workweeks  
15 exceeded the estimated number of workweeks by more than 10 percent and providing Defendant with  
16 the option to either increase the settlement amount proportionately or modify the end date of settlement  
17 period. On February 24, 2025, the court issued an order on the parties’ stipulation to modify the  
18 Settlement Agreement’s definitions of the Class Period and the PAGA Period in accordance with the  
19 escalator clause.

20 In February 2025, defense counsel provided settlement administrator CPT Group, Inc. (“CPT”)  
21 with the class list and related information. (Declaration of Regina Cutler on Behalf of CPT Group, Inc.  
22 (“Cutler Decl.”), ¶ 3.) On March 5, 2025, CPT mailed notice packets to the 1,909 class members on the  
23 class list. (*Id.* at ¶ 4.) The deadline for opting out or submitting a written objection was April 19, 2025.  
24 As of June 18, 2025, the date of Ms. Culter’s declaration, CPT has received a single request for exclusion  
25 and zero objections to the settlement. (*Id.* at ¶¶ 6-7.) CPT estimates that the average individual settlement  
26 payment will be approximately \$388.36. The notice process has now been completed.

27 At preliminary approval, the court found the settlement to be fair and reasonable. Given that  
28 there are no objections, it finds no reason to deviate from that finding now. Accordingly, the court finds

1 that the settlement is fair and reasonable for purposes of final approval.

2 **IV. Service Award, Attorney Fees and Costs**

3 Plaintiff requests enhancement awards in the total amount of \$10,000.

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

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

18 Plaintiff has submitted a declaration describing her participation in the action. The court finds  
19 that a service award is justified and that the amount request is reasonable. Therefore, the court approves  
20 the service award in the amount requested.

21 Plaintiff’s counsel seeks an attorney fee award of \$410,000 (one third percent of the gross  
22 settlement amount). (Motion, pp. 21-26; Declaration of Raul Perez in Support of Motion for Final  
23 Approval, ¶ 22; Declaration of Harout Messrelian in Support of Motion for Final Approval, ¶ 8.)  
24 Plaintiff’s counsel submits that Plaintiff’s lodestar of fees incurred in this action is \$353,390. (Motion, p.  
25 25:3-4.) This result in a multiplier of 1.16, which is within the range of multipliers that courts typically  
26 approve. (See *Wershba*, supra, 91 Cal.App.4th at p. 255 “[m]ultipliers can range from 2 to 4 or even  
27 higher”]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers  
28 ranging from one to four are typical in common fund cases].)

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

32 Plaintiff’s counsel requests reimbursement of litigation costs in the amount of \$28,697.27 and  
33 presents itemized lists supporting that figure. (Motion, pp. 26:18-27:2; Perez Decl. ¶ 26; Messrelian

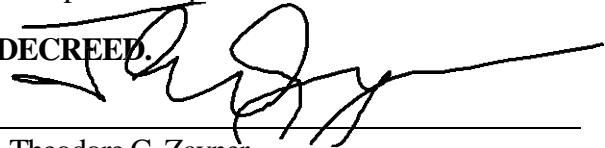
1 Decl., ¶ 13.) This is less than the \$30,000 provided for in the settlement. The court finds the cost  
2 reimbursement request to be reasonable and therefore approves an award of litigation costs in the  
3 requested amount. The settlement administration costs are also approved in the requested amount of  
4 \$19,000, which is less than the \$20,000 maximum set by the agreement. (See Cutler Decl., ¶ 10.)

5 **V. Conclusion**

6 The motion for final approval of class and representative action settlement is GRANTED. The  
7 court sets a compliance hearing for March 18, 2026, at 2:30 p.m. in Department 19.

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

9 Dated: July 18, 2025



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

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