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**FILED**  
Superior Court of California  
County of Los Angeles  
NOV 19 2021  
SHERRI R. CARTER EXECUTIVE OFFICER/CLERK  
BY MARIBEL NATA Deputy

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

SONJA POLLARD, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiff,

v.

THE LIGATURE, INC., a Minnesota corporation; TAYLOR COMMUNICATIONS, INC., a Minnesota corporation; TAYCAL, a business of unknown form; TAYLOR CORPORATION, WHICH WILL TRANSACT BUSINESS IN CALIFORNIA AS MINNESOTA TAYLOR CORPORATION, a Minnesota corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 19STCV26046

*mm*  
~~PROPOSED~~ ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 19, 2021  
Time: 9:00 a.m.  
Dept.: SSC-17

1 **I. BACKGROUND**

2 Plaintiff Sonja Pollard sues her former employer, Defendants The Ligature, Inc.,  
3 Taylor Communications, Inc., and Taylor Corporation (“Defendants” or “Ligature”),  
4 for alleged wage and hour violations. Defendants specialize in engraving and custom  
5 stationary productions and services throughout the United States. Plaintiff seeks to  
6 represent a class of Defendants’ current and former non-exempt employees.

7 On July 26, 2019, Plaintiff filed the class action against Defendants alleging  
8 causes of action for: (1) unpaid overtime (Labor Code §§ 510, 1198); (2) unpaid  
9 minimum wages (Labor Code §§ 1182.12, 1194, 1197, 1197.1, 1198); (3) failure to  
10 provide meal periods (Labor Code §§ 226.7, 512(a), 1198); (4) failure to authorize and  
11 permit rest periods (Labor Code §§ 226.7, 1198); (5) non-compliant wage statements  
12 and failure to maintain payroll records (Labor Code §§ 226(a), 1174(d), 1198); (6)  
13 wages not timely paid upon termination (Labor Code §§ 201, 202); (7) unreimbursed  
14 business expenses (Labor Code § 2802); (8) civil penalties under the Private Attorneys  
15 General Act (“PAGA”) (Labor Code § 2698, *et seq.*); (9) unlawful business practices  
16 (Bus. & Prof. Code § 17200, *et seq.*); and (10) unfair business practices (Bus. & Prof.  
17 Code § 17200, *et seq.*).

18 On February 28, 2020, the parties participated in a full-day mediation before  
19 Michael Dickstein. Several months after the mediation, the parties negotiated a  
20 complete settlement of Plaintiff’s claims. The terms are finalized in the *Joint*  
21 *Stipulation of Class Action Settlement and Release* (“Settlement Agreement”), a copy of  
22 which was filed with the Court.

23 On May 6, 2021, the Court issued a “checklist” to the parties pertaining to  
24 deficiencies in the Settlement Agreement. In response, Plaintiff filed supplemental  
25

1 briefing, including the Amended Settlement Agreement attached to the Supplemental  
2 Declaration of Raul Perez (“Perez Decl.”) ISO Prelim as Exhibit 1.

3 The settlement was preliminarily approved on June 25, 2021, subject to certain  
4 conditions, with which there has been compliance. Notice was given to the Class  
5 Members as ordered. (See Declaration of Daniel La (“La Decl.”).) Now before the  
6 Court is Plaintiff’s motion for final approval of the Settlement Agreement, including for  
7 payment of fees, costs, and a service award to the named plaintiff. For the reasons set  
8 forth below, the Court grants final approval of the settlement.

9  
10 **II. THE TERMS OF THE SETTLEMENT**

11  
12 **A. SETTLEMENT CLASS DEFINITION**

13 “Class Member(s)” or “Settlement Class” means all persons who worked for  
14 Defendants as a non-exempt, hourly employee at The Ligature, Inc. locations in  
15 California at any time from July 26, 2015 to the date of Preliminary Approval. (¶5)

16 “Class Period” means the period from July 26, 2015 to the date of Preliminary  
17 Approval. (¶6)

18 “Participating Class Members” means all Class Members who do not submit  
19 timely and valid Requests for Exclusion. (¶21)

20 “PAGA Member” means all persons who worked for Defendants as a non-  
21 exempt, hourly employee at The Ligature, Inc. locations in California at any time from  
22 July 26, 2018 to the date of Preliminary Approval. (¶17)

23 “PAGA Period” means the period from July 26, 2018 to the date of Preliminary  
24 Approval. (¶18)

1 during the Class Period. To determine each Participating Class Member's share  
2 of the Net Settlement Fund, the Settlement Administrator will use the following  
3 formula: (§40.a)

- 4 ○ The Net Settlement Fund will be divided by the aggregate total number of  
5 Workweeks, resulting in the "Workweek Value." (§40.a.i) Each  
6 Participating Class Member's "Individual Settlement Payment" will be  
7 calculated by multiplying each individual Participating Class Member's  
8 total number of Workweeks by the Workweek Value. (§40.a.ii)
- 9 ○ The Individual Settlement Payment will be reduced by any required  
10 deductions for each Participating Class Member as specifically set forth  
11 herein, including employee-side tax withholdings or deductions.  
12 (§40.a.iii) The entire Net Settlement Fund will be disbursed to all  
13 Participating Class Members. (§40.a.iv)
- 14 • PAGA Payment: 25% (or \$12,500) of the PAGA Settlement Amount of \$50,000  
15 will be paid to PAGA Members in proportion to the number of Workweeks  
16 worked during the PAGA Period. (§36)
  - 17 ○ Payments from the PAGA Fund: Defendant will calculate the total  
18 number of Workweeks worked by each PAGA Member during the PAGA  
19 Period and the aggregate total number of Workweeks worked by all  
20 PAGA Members during the PAGA Period. To determine each PAGA  
21 Member's share of the PAGA Fund, the Settlement Administrator will  
22 use the following formula: (§40.b)
  - 23 ○ The PAGA Fund will be divided by the aggregate total number of  
24 Workweeks, resulting in the "PAGA Workweek Value." (§40.b.i) Each  
25 PAGA Member's "Individual Settlement Payment" will be calculated by

1 multiplying each individual PAGA Member's total number of  
2 Workweeks by the PAGA Workweek Value. (§40.b.ii) The entire PAGA  
3 Fund will be disbursed to all PAGA Members. (§40.b.iii)

- 4 • Tax Withholdings: 25% as wages, 75% as non-wages. (§59)
- 5 • Uncashed Settlement Payment Checks: Funds represented by Individual  
6 Settlement Payment checks returned as undeliverable and Individual Settlement  
7 Payment checks remaining un-cashed for more than one hundred and eighty  
8 (180) calendar days after issuance will be tendered to the State Controller's  
9 Office, Unclaimed Property Division. (§57)
- 10 • Funding of the GSA: Defendants will make a one-time deposit of the Gross  
11 Settlement Amount of \$595,000 into a Qualified Settlement Account to be  
12 established by the Settlement Administrator. Defendants will deposit the Gross  
13 Settlement Amount within ten (10) calendar days after the Effective Date  
14 ("Funding Date"). (§32)

15  
16 **C. TERMS OF RELEASES**

- 17 • Releases by Participating Class Members: Upon the Funding Date, and except as  
18 to such rights or claims as may be created by the Settlement Agreement, each  
19 Participating Class Member, together and individually, on their behalf and on  
20 behalf of their respective heirs, survivors, executors, administrators, agents, and  
21 attorneys, shall fully and forever release and discharge all of the Released  
22 Parties, or any of them, from each of the Released Class Claims during the Class  
23 Period. (§51)
- 24 • "Released Class Claims" means all claims, rights, demands, liabilities, and  
25 causes of action, arising from, or related to, the same set of operative facts as

1 those set forth in the operative complaint during the Class Period, including: (i)  
2 all claims for unpaid overtime; (ii) all claims for meal and rest break violations;  
3 (iii) all claims for unpaid wages, including minimum wages; (iv) all claims for  
4 the failure to timely pay wages upon termination ; (v) all claims for the failure to  
5 reimburse necessary business expenses; (vi) all claims for the failure to timely  
6 pay wages during employment ; (vii) all claims for wage statement violations ;  
7 and (viii) all claims asserted through California Business & Professions Code §§  
8 17200, *et seq.* (¶24)

- 9 • Releases by PAGA Members: Upon the Funding Date, and except as to such  
10 rights or claims as may be created by this Settlement Agreement, each PAGA  
11 Member, together and individually on their behalf and on behalf of their  
12 respective heirs, executors, administrators, agents, and attorneys, shall fully and  
13 forever release and discharge all of the Released Parties, or any of them, from  
14 each of the Released PAGA Claims during the PAGA Period. (¶52, as amended)
  - 15 ○ “Released PAGA Claims” means all claims, rights, demands, liabilities,  
16 and causes of action for PAGA civil penalties during the PAGA Period  
17 arising from, or related to, the same set of operative facts as those set  
18 forth in the operative complaint and LWDA letter during the PAGA  
19 Period, including: (i) all claims for unpaid overtime; (ii) all claims for  
20 meal and rest break violations; (iii) all claims for unpaid wages, including  
21 minimum wages; (iv) all claims for the failure to timely pay wages upon  
22 termination; (v) all claims for the failure to reimburse necessary business  
23 expenses; (vi) all claims for the failure to timely pay wages during  
24 employment; and (vii) all claims for wage statement violations. (¶25)

1           o No Right to Exclusion or Objections by PAGA Members: Because this  
2 settlement resolves claims and actions brought pursuant to PAGA by  
3 Plaintiff acting as a proxy and as a Private Attorney General of, and for,  
4 the State of California and the LWDA, the Parties agree that no PAGA  
5 Member has the right to exclude himself or herself from the Settlement.  
6 PAGA Members will be bound by the terms of the Settlement Agreement  
7 and Released PAGA Claims, upon its approval by the Court, regardless of  
8 whether he or she cashes any payment received as a result of this  
9 Settlement. The Parties also agree that no PAGA Member has the right to  
10 object to the terms of the Settlement Agreement. (¶37)

11       • “Released Parties” means Defendants, their past or present officers, directors,  
12 shareholders, employees, agents, principals, heirs, representatives, accountants,  
13 auditors, consultants, insurers and reinsurers, and their respective successors and  
14 predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.  
15 (¶26)

16       • The named Plaintiff will also provide a general release and a waiver of the  
17 protections of Cal. Civ. Code §1542. (¶68)

18       • The releases are effective upon the Funding Date, defined as within ten (10)  
19 calendar days after the Effective Date. (¶32)

### 21 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

22       “Before final approval, the court must conduct an inquiry into the fairness of the  
23 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the  
24 settlement agreement after the final approval hearing, the court must make and enter  
25 judgment. The judgment must include a provision for the retention of the court's

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

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

18 “The burden is on the proponent of the settlement to show that it is fair and  
19 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is  
20 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to  
21 allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
22 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91  
23 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
24 1802. Notwithstanding an initial presumption of fairness, “the court should not give  
25 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th



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

13 **A. A PRESUMPTION OF FAIRNESS EXISTS**

14 The Court preliminarily found in its Order of June 25, 2021 that the presumption  
15 of fairness should be applied. No facts have come to the Court’s attention that would  
16 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption  
17 of fairness as set forth in the preliminary approval order.

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

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

22 Number of class members: 179

23 Number of notices mailed: 179

24 Number of undeliverable notices: 0

25 Number of opt-outs: 2

1 Number of objections: 0

2 Number of participating class members: 177

3 (Declaration of Daniel La (“La Decl.”) ¶¶ 4-14.)

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

8 **C. CLASS CERTIFICATION IS PROPER**

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

11 **D. ATTORNEY FEES AND COSTS**

12 Class Counsel requests **\$198,333** (33.33%) for attorney fees and **\$21,088.27** for  
13 costs. (Motion for Attorneys’ Fees at 8:25-26, 18:1-2.)

14 Courts have an independent responsibility to review an attorney fee provision and  
15 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*  
16 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is  
17 permitted in common fund cases. *Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480,  
18 503.

19 In the instant case, fees are sought pursuant to the percentage method. (Motion for  
20 Attorneys’ Fees at pgs. 8-11.) The \$198,333 fee request is one-third of the Gross  
21 Settlement Amount.

22 Here, the **\$198,333** fee request represents a reasonable percentage of the total  
23 funds paid by Defendant. Further, the notice expressly advised class members of the fee  
24 request, and no one objected. (La Decl. ¶9, Exhibit A thereto.) Accordingly, the Court  
25 awards fees in the amount of **\$198,333**.

1 Number of objections: 0

2 Number of participating class members: 177

3 (Declaration of Daniel La ("La Decl.") ¶¶ 4-14.)

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

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21 Settlement Amount.

22 Here, the **\$198,333** fee request represents a reasonable percentage of the total  
23 funds paid by Defendant. Further, the notice expressly advised class members of the fee  
24 request, and no one objected. (La Decl. ¶9, Exhibit A thereto.) Accordingly, the Court  
25 awards fees in the amount of **\$198,333**.

1 Class Counsel requests **\$21,088.27** in costs. This is less than the \$25,000 cap  
2 provided in the settlement agreement (¶2). The cap of \$25,000 was disclosed to Class  
3 Members in the Notice, and no objections were received. (La Decl. ¶9, Exhibit A  
4 thereto.) Costs include: Mediation Fees (\$10,500), Court Fees, Courier Fees, Filings &  
5 Service of Process (\$4,114.51), and Fountain Consulting, Inc. (\$2,920). (Perez Decl.  
6 ISO Final ¶13.)

7 The costs appear to be reasonable and necessary to the litigation, are reasonable  
8 in amount, and were not objected to by the class.

9 For all of the foregoing reasons, costs of **\$21,088.27** are approved.

#### 10 **E. SERVICE AWARD TO CLASS REPRESENTATIVE**

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

22 Here, the Class Representative Sonja Pollard requests an enhancement award of  
23 **\$10,000**. (Motion for Attorneys’ Fees at 8:15-17.) She represents that her contributions  
24 to the action include: reviewing the complaint, preparing responses to Defendants’  
25 discovery requests, answering her attorneys’ questions stemming from Defendants’

1 production of company documents, and reviewing the terms of the proposed settlement.  
2 She estimates spending between 25 to 35 hours on the action. (Declaration of Sonja  
3 Pollard ISO Prelim ¶¶ 4-9.) The work done is largely that which any plaintiff is expected  
4 to undertake. There is no showing that Plaintiff took any extraordinary risk in bringing  
5 the action.

6 In light of the above-described contributions to this action, and in  
7 acknowledgment of the benefits obtained on behalf of the class, a reduced service award  
8 in the amount of **\$5,000** is reasonable and approved.

#### 9 **F. SETTLEMENT ADMINISTRATION COSTS**

10 The Settlement Administrator, CPT Group, Inc., requests **\$11,000** in  
11 compensation for its work in administering this case. (La Decl. ¶15.) At the time of  
12 preliminary approval, costs of settlement administration were estimated at \$10,000,  
13 based on counsel's representation that there were approximately 210 or 250 Class  
14 Members at the time. (Settlement Agreement ¶29; Declaration of Julie Green ¶9.)  
15 While Class Members were provided with notice of the increased amount of \$11,000  
16 and did not object, the final class list of 179 members is lower than the estimated number  
17 at preliminary approval. (La Decl. ¶9, Exhibit A thereto.) The administrator does not  
18 provide any reasoning for the increase in administration costs.

19 Accordingly, settlement administration costs are approved in the originally  
20 estimated amount of **\$10,000**.

#### 21 22 **IV. CONCLUSION AND ORDER**

23 The Court hereby:

- 24 (1) Grants class certification for purposes of settlement;  
25 (2) Grants final approval of the settlement as fair, adequate, and reasonable;

- 1 (3) Awards **\$198,333** in attorney fees to Class Counsel, Capstone Law APC;  
2 (4) Awards **\$21,088.27** in litigation costs to Class Counsel;  
3 (5) Approves payment of **\$37,500** (75% of \$50,000 PAGA penalty) to the LWDA;  
4 (6) Awards **\$5,000** as a Class Representative Service Award to Sonja Pollard;  
5 (7) Awards **\$10,000** in settlement administration costs CPT Group, Inc.;;  
6 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling  
7 and containing the class definition, full release language, and the names of the  
8 class members who opted out by 11/24, 2021;  
9 (9) Orders class counsel to provide notice to the class members pursuant to  
10 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor  
11 Code §2699 (1)(3); and  
12 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of  
13 Settlement Funds for  
14 10/7/2022, at 8:30 a.m.  
15 Final Report is to be filed by  
16 9/30/2022.

17  
18  
19 Dated: 11/19/2021

Maren E. Nelson

MAREN E. NELSON

Judge of the Superior Court