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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

BECKY GREER, TIMOTHY C. BUDNIK,  
ROSARIO SAENZ, IAN CARTY, HALEY  
MARKWITH, and MARCIA GARCIA  
PESINA, individually and as class  
representatives,

Plaintiffs,

v.

PACIFIC GAS AND ELECTRIC COMPANY,  
IBEW LOCAL 1245, and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 1:15-cv-01066-EPG

ORDER GRANTING PLAINTIFFS’  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
MOTION FOR ATTORNEYS’ FEES,  
COSTS, AND ENHANCEMENT AWARD

(ECF Nos. 269, 270)

This matter came before the Court on October 26, 2018, for a hearing on Plaintiffs’ motion for an order for final approval of class action settlement (ECF No. 270), and motion for attorneys’ fees, costs, and enhancement award (ECF No. 269). Plaintiff Becky Greer was present on behalf of herself and as a class representative. Attorneys Patrick Toole, Erin Huntington, and Charles Swanston appeared on behalf of the Plaintiffs; attorney Joshua D. Kienitz appeared on behalf of Defendant Pacific Gas and Electric Company (“PG&E”), and attorney Paul Schwartz appeared on behalf Defendant IBEW Local 1245 (“IBEW”). All parties have consented, pursuant to 28 U.S.C. § 636(c)(1), to have a United States Magistrate Judge conduct all further proceedings in this case. (ECF Nos. 7, 8, 192, 193.)

1 For the reasons set forth below, the Court GRANTS Plaintiffs’ unopposed motions for  
2 final approval of class action settlement, and for attorneys’ fees, costs, and enhancement award.

3 **I. BACKGROUND**

4 On July 10, 2015, Plaintiffs Becky Greer, Timothy C. Budnik, Rosario Saenz, and Ian  
5 Carty, as individuals and on behalf of themselves and all others similarly situated, filed suit  
6 against PG&E alleging various claims based on underpayment of wages for a purported class.  
7 (ECF No. 1). The case is now proceeding on the Third Amended Complaint (“3AC”) on behalf of  
8 Plaintiff class representatives Becky Greer, Timothy C. Budnik, Rosario Saenz, Haley Markwith,  
9 Ian Carty, and Maria Garcia Pesina, and the proposed class, and against PG&E and IBEW. (ECF  
10 No. 105.) At the time of filing on November 2, 2016, the 3AC consisted of seven claims (Counts  
11 1-7) against PG&E, and one claim (Count 8) against IBEW, as follows: Count 1—Breach of  
12 Contract; Count 2—Violation of California Labor Code § 216; Count 3—Knowing and  
13 Intentional Failure to Comply with Itemized Employee Wage Statement Provisions in Violation  
14 of California Labor Code §§ 226(a), 1174, and 1175; Count 4—Promissory Fraud in Violation of  
15 California Civil Code § 1572(4); Count 5—Promissory Estoppel; Count 6—Violation of  
16 California Business and Professions Code § 17200 *et seq.*; Count 7—Violation of California  
17 Business and Professions Code § 17500 *et seq.*; and Count 8—Breach of Duty of Fair  
18 Representation, 29 U.S.C. § 185. (ECF No. 105.)

19 The parties stipulated on December 21, 2016, to dismiss the individual claims of Monica  
20 Muldrow against PG&E and IBEW, and to dismiss Count 7—Violation of California Business  
21 and Professions Code § 17500 *et seq.*, against Defendant PG&E. (ECF No. 121.) Thus, the case  
22 proceeded on Counts 1-6 against PG&E and Count 8 against IBEW.

23 The parties briefed and participated in four settlement conferences, in person and  
24 telephonically, with Eastern District of California Magistrate Judge Barbara A. McAuliffe on  
25 November 9, 2017, December 7, 2017, December 21, 2017, and January 18, 2018. (ECF Nos.  
26 216, 219, 220, 225-26.) The final settlement conference concluded with Judge McAuliffe making  
27 a mediator’s proposal with a deadline of January 25, 2018, which both parties accepted on the  
28 final day. (ECF Nos. 228, 229.)

1 The proposed settlement resolves all class claims alleged against PG&E and IBEW. The  
2 settlement establishes three groups of current and former Service Representative Is (“SR Is”): SR  
3 Is who received settlement payments from PG&E prior to this lawsuit, but who have wage  
4 statement claims under Labor Code § 226 (“labor group”); SR Is whose experience does not  
5 qualify them for an increased wage rate under PRC 21052 (“non-qualifying group”); and SR Is  
6 whose experience does qualify them for an increased wage rate under PRC 21052 (“qualifying  
7 group”). (ECF No. 238-1 at 12.)

8 Under the terms of the proposed settlement, all SR Is had an opportunity to provide  
9 information relating to their work history to demonstrate satisfaction of PRC 21052’s  
10 requirements. All SR Is were provided a notice of settlement, including a questionnaire soliciting  
11 information concerning their work history. Counsel for Plaintiffs reviewed that information, along  
12 with resumes and other information submitted with the SR I’s initial employment application, and  
13 placed each SR I into the appropriate group. The labor group and those who do not meet the  
14 requirements of PRC 21052 (the non-qualifying group) are to receive a settlement payout of  
15 \$250.00. The remaining settlement funds are to be distributed pro-rata among the group of SR Is  
16 who do meet the requirements of PRC 21052 (the qualifying group). The qualifying group was  
17 anticipated to include 175 individuals, and to receive an average individual payment of  
18 \$19,849.71. (*Id.*)

19 Under the proposed settlement agreement, Defendants PG&E and IBEW will collectively  
20 make a gross payment of \$6,000,000 into a settlement fund to be administered by the settlement  
21 administrator, with PG&E contributing \$5,500,000 and IBEW contributing \$500,000.<sup>1</sup> (ECF No.  
22 38-1 at 12-13; ECF No. 263.) The \$6,000,000 settlement amount is inclusive of payments to the  
23 proposed class, Plaintiffs’ and class counsels’ attorneys’ fees and costs, Plaintiffs’ proposed  
24 Service Payments, and costs of settlement administration. (ECF No. 238-1 at 13.)

25 The proposed settlement agreement provides that Plaintiffs’ counsel is to file a separate  
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27 <sup>1</sup> Although the contribution of each Defendant to the total settlement amount was not proposed to be  
28 disclosed in the class notice, the Court required the parties to modify the class notice to include the  
contribution information. (*See* ECF No. 251 at 19-27; ECF Nos. 263, 268.)

1 application for attorneys' fees and costs prior to the objection/opt-out deadline, and that  
2 Defendants will not oppose the application so long as it does not exceed 33.33% of the settlement  
3 fund and costs do not exceed \$275,000. (*Id.* at 17.) The six class representatives—Becky Greer,  
4 Timothy C. Budnik, Ian Carty, Haley Markwith, Maria Garcia Pesina, and Rosario Saenz—are to  
5 apply to the Court for service payments in an amount not to exceed \$35,000, collectively, in  
6 addition to whatever payment, if any, each may be otherwise entitled to from the settlement fund  
7 as a settlement class member. (*Id.*) The cost of claims administration was estimated at  
8 approximately \$29,000. (*Id.* at 16.) The settlement is non-reversionary. (*Id.* at 13.)

9 On March 2, 2018, Plaintiffs filed an unopposed motion for preliminary approval of the  
10 settlement. (ECF Nos. 238, 239, 240.) The Court granted the motion, and issued its order  
11 (1) conditionally certifying the proposed Settlement Class; (2) preliminarily approving the joint  
12 stipulation of class settlement; (3) appointing Plaintiffs as class representatives and Plaintiffs'  
13 counsel as class counsel; (4) approving in part and requiring changes in part to the notice packet;  
14 and (5) setting a fairness hearing for final approval of the settlement. (ECF No. 251.)

15 On August 24, 2018, Plaintiffs filed a motion for attorneys' fees, costs, and enhancement  
16 award (ECF No. 269), seeking attorneys' fees in the amount of \$2,000,000.00 (one-third of the  
17 gross settlement amount); reimbursement of costs actually incurred in the amount of \$257,989.91;  
18 and enhancements in the amount of \$5,000.00 for each of the class representatives, except Becky  
19 Greer, for whom Plaintiffs request \$10,000.00, "in recognition of their extensive work and risk  
20 incurred in litigating this class action case." (ECF No. 269-1 at 9.) As provided in the proposed  
21 settlement agreement, this motion was filed prior to the objection/opt-out deadline. On  
22 September 26, 2018, Plaintiffs filed a motion for final approval of class action settlement. (ECF  
23 No. 270.)

24 The fairness hearing for final approval of the settlement was held on October 26, 2018. No  
25 objections to the settlement were filed prior to or during the fairness hearing. However,  
26 subsequent to the hearing, on October 29, 2018, an untimely notice of objection from Tanvir  
27 Ahjaz was faxed to counsel, and was subsequently filed with the Court on October 31, 2018. (*See*  
28 ECF No. 278.) On November 2, 2018, Plaintiffs filed a notice of resolution of Mr. Ahjaz's

1 objection. (ECF No. 280.)

2 **II. LEGAL STANDARD—CLASS ACTION CERTIFICATION AND SETTLEMENT**

3 “A difficult balancing act almost always confronts a district court tasked with approving a  
4 class action settlement.” *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir. 2015). “On the one hand,  
5 ... ‘there is a strong judicial policy that favors settlements, particularly where complex class  
6 action litigation is concerned.’” *Id.* (citations omitted). “But on the other hand, settlement class  
7 actions present unique due process concerns for absent class members, and the district court has a  
8 fiduciary duty to look after the interests of those absent class members.” *Id.* (citations and internal  
9 quotation marks omitted).

10 “To guard against this potential for class action abuse, Rule 23(e)<sup>2</sup> of the Federal Rules of  
11 Civil Procedure requires court approval of all class action settlements, which may be granted only  
12 after a fairness hearing and a determination that the settlement taken as a whole is fair,  
13 reasonable, and adequate.” *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir.  
14 2011) (footnote added); *Staton v. Boeing Co.*, 327 F.3d 938, 972 n.22 (9th Cir. 2003) (court’s role  
15 is to police the “inherent tensions among class representation, defendant’s interests in minimizing

16 \_\_\_\_\_  
17 <sup>2</sup> Federal Rule of Civil Procedure 23(e) provides:

18 (e) Settlement, Voluntary Dismissal, or Compromise. The claims, issues, or defenses of a certified  
19 class may be settled, voluntarily dismissed, or compromised only with the court’s approval. The  
20 following procedures apply to a proposed settlement, voluntary dismissal, or compromise:

21 (1) The court must direct notice in a reasonable manner to all class members who would  
22 be bound by the proposal.

23 (2) If the proposal would bind class members, the court may approve it only after a  
24 hearing and on finding that it is fair, reasonable, and adequate.

25 (3) The parties seeking approval must file a statement identifying any agreement made in  
26 connection with the proposal.

27 (4) If the class action was previously certified under Rule 23(b)(3), the court may refuse to  
28 approve a settlement unless it affords a new opportunity to request exclusion to individual  
class members who had an earlier opportunity to request exclusion but did not do so.

(5) Any class member may object to the proposal if it requires court approval under this  
subdivision (e); the objection may be withdrawn only with the court’s approval.

1 the cost of the total settlement package, and class counsel’s interest in fees”).

2 Rule 23(e)’s class settlement process generally proceeds in two phases. In the first phase,  
3 the court conditionally certifies the class, conducts a preliminary determination of the fairness of  
4 the settlement (subject to a more stringent final review), and approves the notice to be imparted  
5 upon the class. *Ontiveros v. Zamora*, 303 F.R.D. 356, 363 (E.D. Cal. 2014). The purpose of the  
6 initial review is to ensure that an appropriate class exists and that the agreement is non-collusive,  
7 without obvious deficiencies, and within the range of possible approval as to that class. *See True*  
8 *v. Am. Honda Motor Co.*, 749 F. Supp. 2d 1052, 1062 (C.D. Cal. 2010); Newberg on Class  
9 Actions § 13:13 (5th ed. 2014).

10 In the second phase, the court holds a full fairness hearing where class members may  
11 present objections to class certification, or to the fairness of the settlement agreement. *Ontiveros*,  
12 303 F.R.D. at 363 (citing *Diaz v. Trust Territory of Pac. Islands*, 876 F.2d 1401, 1408 (9th Cir.  
13 1989). Following the fairness hearing, taking into account all of the information before the court,  
14 the court must confirm that class certification is appropriate, and the settlement is fair, reasonable,  
15 and adequate. *See Valdez v. Neil Jones Food Co.*, 2015 WL 6697926, at \* 8 (E.D. Cal. Nov. 2,  
16 2015); *Miller v. CEVA Logistics USA, Inc.*, 2015 WL 4730176, at \*3 (E.D. Cal. Aug. 10, 2015).

17 **III. DISCUSSION**

18 On October 26, 2018, the Court held a fairness hearing at which class members had the  
19 opportunity to present objections to class certification, or to the fairness of the settlement  
20 agreement. No objections were presented during this hearing, and as of the date of the hearing, no  
21 objections had been filed with the Court, or received by the claims administrator or class counsel.  
22 There was, however, a late objection filed by one class member, and a class member whose  
23 questionnaire response was not properly processed by the claims administrator, both of which  
24 warrant discussion.

25 **A. Untimely Objection of Tanvir Ahjaz**

26 An untimely notice of objection by Tanvir Ahjaz was faxed to counsel on October 29,  
27 2018, and filed with the Court on October 31, 2018. (*See* ECF No. 278.) In his objection,  
28 Mr. Ahjaz, a member of the class, objects only as to the amount of his individual payout.

1 Mr. Ahjaz states that the class notice he received states that he was allocated an award of  
2 \$175.49, but that he has learned that other class members who started working at about the same  
3 time as he did have been allocated awards of thousands of dollars. Mr. Ahjaz requested that his  
4 payroll information be reviewed to determine whether his *pro rata* share of the settlement amount  
5 had been properly calculated. (*Id.*)

6 On November 2, 2018, Plaintiffs filed a notice of resolution of Mr. Ahjaz's objection.  
7 (ECF No. 280.) The notice of resolution explains that the payroll information for Mr. Ahjaz had  
8 been reviewed, that it was determined that the information initially submitted to the claims  
9 administrator was incorrect, and that, based on the corrected payroll information, Mr. Ahjaz  
10 would qualify for the maximum payout award for the qualifying group—\$20,707.50. (ECF No.  
11 280.) The notice of resolution also explains that Mr. Ahjaz will be paid \$20,707.50, rather than  
12 the \$175.49 pro rata share initially allocated to him, and that the \$20,532.01 difference between  
13 the initial allocation and the amount to be paid to Mr. Ahjaz will be paid by reducing the award of  
14 attorneys' fees to Plaintiffs' counsel. (ECF No. 280.)

15 Mr. Ahjaz has signed a declaration in which he agrees to withdraw his objection based on  
16 the representation that the error in his payroll information has been corrected, and that he will  
17 receive the maximum payout amount of \$20,707.50. (ECF No. 280 at 13-15.)

18 No other objections have been filed.

19 **B. Class Member Tony Sanchez**

20 After the deadline for returning questionnaires had passed, the claims administrator was  
21 contacted by class member Tony Sanchez. Mr. Sanchez, who had been placed in the non-  
22 qualifying group, requested that he be added to the qualifying group. Mr. Sanchez had been  
23 placed in the non-qualifying group because the claims administrator had not processed a  
24 questionnaire response for Mr. Sanchez. Mr. Sanchez was, however, able to demonstrate that he  
25 had mailed the completed questionnaire to the claims administrator prior to the questionnaire  
26 deadline. It is unclear why that completed questionnaire was not received by class counsel or  
27 processed by the claims administrator.

28 The information received from Mr. Sanchez regarding his prior experience demonstrated

1 that he should have been included in the qualifying group and that he would be entitled to receive  
2 the maximum qualifying group award. However, by the time it was determined that Mr. Sanchez  
3 should have been included in the qualifying class and the amount he would have been awarded,  
4 the second class notices had already been mailed to all class members notifying them of their  
5 estimated minimum recovery. If Mr. Sanchez was added to the qualifying group, the payouts to  
6 the qualifying group members would be reduced to less than the amount identified in the second  
7 class notices. To avoid this problem, counsel for the parties and the settlement administrator  
8 agreed to pay the amount of the maximum qualifying group award—\$20,707.50—to  
9 Mr. Sanchez, but to do so in a manner that did not result in a reduction in the proposed payments  
10 made to the other class members. The parties propose to pay Mr. Sanchez the difference between  
11 the \$20,707.50 and the \$250 he would be awarded as a member of the non-qualifying group as  
12 follows: \$500.00 is to be paid out of the opt-out fund; \$17,010.09 is to be paid using the  
13 difference between the \$275,000.00 maximum cost award preliminarily approved by the Court,  
14 and the actual costs incurred of \$257,989.91; \$2,338.00 is to be paid using the difference between  
15 the \$29,000.00 settlement administrator costs preliminarily approved by the Court and the actual  
16 costs incurred by the settlement administrator of \$26,662.00; and the remaining \$609.41 is to be  
17 paid through a reduction in Class Counsel’s attorneys’ fee award. (ECF No. 270-1 at 17.)

18 **C. Final Fairness Determination**

19 The Court now turns to the final fairness determination.

20 In its previous order granting preliminary approval, the Court found that the proposed  
21 class satisfies the requirements of Federal Rule of Civil Procedure 23(a). (ECF No. 251.) The  
22 Court also found that the proposed class met the predominance and superiority requirements of  
23 Federal Rule of Civil Procedure 23(b)(3), which provides: “A class action may be maintained if  
24 Rule 23(a) is satisfied and if . . . the court finds that the questions of law or fact common to class  
25 members predominate over any questions affecting only individual members, and that a class  
26 action is superior to other available methods for fairly and efficiently adjudicating the  
27 controversy.”

28 The Court further made a preliminary finding that the proposed settlement was



1 fundamentally fair, reasonable, and adequate. The Court noted that when settlement occurs before  
 2 class certification, the Court must also take extra care to ensure that “the settlement is not the  
 3 product of collusion among the negotiating parties.” *Bluetooth*, 654 F.3d at 946. After balancing  
 4 the relevant factors, the Court found the proposed settlement to be fair and to meet the  
 5 requirements of Rule 23(e)(2). The Court therefore granted preliminary approval of the proposed  
 6 settlement, but required changes to be made to the notice packet. (ECF No. 251.) The required  
 7 changes to the notice packet were subsequently made and approved by the Court. (ECF Nos. 263,  
 8 265, 268.)

9 The final proposed settlement for class members varies somewhat from the preliminary  
 10 proposed settlement. First, as described above, payment to one class member will be made  
 11 through a reduction in the attorneys’ fees awarded to class counsel. Second, payment to another  
 12 class member will be made using opt-out funds, the differences between the preliminary and  
 13 actual litigation costs and settlement administration costs, and a reduction in the attorneys’ fees  
 14 awarded to class counsel. The preliminary and final proposed settlement fund allocations are:

	<b>Preliminary Proposed</b>	<b>Final Proposed</b>
Net Settlement Fund	\$3,661,000.00	\$3,701,489.51
Enhancement Awards	\$35,000.00	\$35,000.00
Attorneys’ Fees	\$2,000,000.00	\$1,978,858.58
Litigation Costs	\$275,000.00	\$257,989.91
Settlement Administration Costs	\$29,000.00	\$26,662.00

19 Finally, the final proposed settlement varies from the preliminary proposed settlement in  
 20 the number of individuals included in the SR I qualifying and non-qualifying groups and a  
 21 resulting reduction in the average settlement share for the qualifying group members. The  
 22 preliminary and final proposed payments for the class member groups, including the distributions  
 23 and adjustments for Mr. Ahjaz and Mr. Sanchez are:

<b>Class Member Group</b>	<b>Preliminary Proposed</b>		<b>Final Proposed</b>	
	# in group	Average Payout <sup>3</sup>	# in group	Average Payout <sup>3</sup>
Labor	137	\$250.00	137	\$250.00
Non-Qualifying	613	\$250.00	531	\$250.00
Qualifying	175	\$19,849.71	253	\$13,970.31

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 28 <sup>3</sup> For the Labor and Non-Qualifying Groups, the proposed payment is \$250 each; for the Qualifying Group, the proposed payment is based on a *pro rata* calculation, and the figure given is the average payout for the group.

1 As this table reflects, the preliminary proposed settlement anticipated the qualifying group  
2 to include 175 individuals; in contrast, the final proposed settlement includes 253 individuals in  
3 the qualifying group. Plaintiffs explain this difference as follows:

4 Plaintiffs' Preliminary Motion for Final Approval estimated an average recovery for  
5 Qualifying Subclass members of \$19,849.71. This was based on an estimate that 175 class  
6 members had at least 18 months of prior "directly related clerical job experience."  
7 However, this estimate was based purely on the information available to Class Counsel  
8 from the resumes alone. After having reviewed over 300 Questionnaire responses,  
9 wherein class members were simply provided with the standard articulated in PRC 20152  
10 and left to explain how any of their experience qualified, it became clear that, in fact, 253  
11 SR Is had qualifying experience.

12 (ECF No. 270-1 at 12-13 (citations omitted).)

13 The increase in the number of individuals in the SR I qualifying group resulted in a  
14 decrease in the average share amount for this group, from an average share of \$19,849.71 in the  
15 preliminary proposed settlement, to an average share of \$13,970.31 in the final proposed  
16 settlement.

17 Even with these differences between the preliminary proposed settlement and the final  
18 proposed settlement, having considered the entire record, including the lack of any objection to  
19 the proposed settlement from class members, except as discussed above, *see Mandujano v. Basic*  
20 *Vegetable Prods. Inc.*, 541 F.2d 832, 837 (9th Cir. 1976) (number of class members who object to  
21 a proposed settlement "is a factor to be considered when approving a settlement"), the Court finds  
22 the settlement to be fundamentally fair, adequate, and reasonable. *See Fed. R. Civ. P. 23(e)(2);*  
23 *Hanlon*, 150 F.3d at 1026. Accordingly,

24 IT IS ORDERED:

25 1. For the reasons set forth herein, in the Preliminary Approval Order (ECF No. 251),  
26 and in the transcript of the proceedings of the Preliminary Approval hearing and the Final  
27 Approval hearing, which are adopted and incorporated herein by reference, this Court finds that  
28 the requirements of Federal Rule of Civil Procedure 23 have been satisfied.

2. The Court hereby adopts and incorporates by reference the terms and conditions of the  
Joint Stipulation of Class Action Settlement ("Settlement Agreement") (ECF No. 238-2),

1 including amendments ordered by this Court and made by the Parties, together with the  
2 definitions and terms used and contained therein.

3 3. The Court finds that it has jurisdiction over the subject matter of the action and over  
4 all parties to the action, including all members of the Settlement Class.

5 4. The Class Notice fully and accurately informed Class Members of all material  
6 elements of the proposed settlement and of their opportunity to object, opt out, or comment  
7 thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient  
8 notice to all Class Members; and complied fully with the laws of the State of California, the  
9 United States Constitution, and due process.

10 5. The Class Notice fairly and adequately described the settlement and provided Class  
11 Members adequate instructions and a variety of means to obtain additional information.

12 6. Class Members were given a full opportunity to participate in the Final Approval  
13 hearing, and all Class Members and other persons wishing to be heard have been heard.  
14 Accordingly, the Court determines that all Class Members who did not timely and properly opt  
15 out are bound by this Order.

16 7. The Court has considered all relevant factors for determining the fairness of the  
17 settlement and has concluded that all such factors weigh in favor of granting final approval. In  
18 particular, the Court finds that the settlement was reached following meaningful discovery and  
19 investigation conducted by Plaintiffs' counsel; that the settlement is the result of serious,  
20 informed, adversarial, and arm's-length negotiations between the parties; and that the terms of the  
21 settlement are in all respects fair, adequate, and reasonable.

22 8. In so finding, the Court has considered all evidence presented, including evidence  
23 regarding the strength of Plaintiffs' case, the risk, expense, and complexity of the claims  
24 presented; the likely duration of further litigation; the amount offered in settlement; the extent of  
25 investigation and discovery completed; and the experience and views of Plaintiffs' counsel. The  
26 Court has also considered the absence of objection to the settlement.

27 9. Accordingly, the Court hereby approves the settlement as set forth in the Settlement  
28 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate,

1 and in the best interests of the entire Settlement Class and hereby directs implementation of all  
2 remaining terms, conditions, and provisions of the Settlement Agreement. The Court also finds  
3 that settlement now will avoid additional and potentially substantial litigation costs, as well as  
4 delay and risks if the parties were to continue to litigate the case. Additionally, after considering  
5 the monetary recovery provided as part of the settlement in light of the challenges posed by  
6 continued litigation, the Court concludes that the settlement confers significant relief on Class  
7 Members.

8 10. The Settlement Agreement is not an admission by Defendants or by any other released  
9 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by  
10 Defendants or any other released party. Neither this Order, the Settlement Agreement, nor any  
11 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be  
12 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or  
13 liability whatsoever by or against Defendants or any of the other released parties.

14 11. Final approval is granted with respect to the following class: All current and former  
15 Service Representative I (“SR I”) classification employees who were hired by Defendant Pacific  
16 Gas and Electric Company into a Call Center (or Contact Center) SR I position in California at  
17 any time between January 1, 2011, and June 30, 2015 (the “Class Period”), and whose initial  
18 wage rate was the starting wage rate specified in the collective bargaining agreement. The class  
19 does not include any SR Is who, upon hire, started at the 18-month wage rate.

20 12. Plaintiffs Becky Greer, Timothy C. Budnik, Rosario Saenz, Haley Markwith, Ian  
21 Carty, and Maria Garcia Pesina are suitable representatives for the Settlement Class and are the  
22 Class Representatives. The Court finds that these individuals’ investment and commitment to the  
23 litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and  
24 that their interests are aligned with those of the Settlement Class.

25 13. The Court finds that the attorneys at Wanger Jones Helsley PC and Fitzpatrick, Spini  
26 & Swanston have the sufficient experience, knowledge, and skill to promote and safeguard the  
27 interests of the Class. The Court therefore finds that Plaintiffs’ counsel satisfy the professional  
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1 and ethical obligations attendant to the position of Class Counsel, and Plaintiffs' counsel are  
2 Class Counsel for the Settlement Class.

3 14. Defendants shall pay Class Members pursuant to the procedure described in the  
4 Settlement Agreement, with the following exceptions:

5 a. Class member Tony Sanchez shall be paid \$20,707.50 in the following  
6 manner: Mr. Sanchez will received the \$250 originally allocated to him as a  
7 member of the non-qualifying group. The remaining \$20,457.50 shall be paid as  
8 follows: \$500 of the settlement funds originally allocated to opt-outs will be re-  
9 allocated to satisfy a portion Mr. Sanchez's payout; \$17,010.09 will be paid using  
10 the difference between Class maximum preliminary proposed litigation costs  
11 (\$275,000.00) and final proposed litigation costs (\$257,989.91); \$2,338.00 will be  
12 paid using the difference between Simpluris, Inc.'s preliminary proposed costs  
13 (\$29,000.00) and Simpluris, Inc.'s final proposed costs (\$26,662.00); and the  
14 remaining \$609.41 will be paid through a reduction in Class Counsel's attorneys'  
15 fees award.

16 b. Class member Tanvir Amad Ahjaz shall be paid \$20,707.50 in the following  
17 manner: Mr. Ahjaz will receive the \$175.49 originally allocated to him as a pro  
18 rata share of the qualifying group award. The remaining \$20,532.01 will be paid  
19 through a reduction in Class Counsel's attorneys' fees award.

20 15. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees,  
21 or for any other charge, expense, or liability, except as provided in the Settlement  
22 Agreement.

23 16. The Court approves an award of reasonable attorneys' fees in the amount of  
24 \$1,978,858.58.

25 17. The Court approves an award of reasonable costs in the amount of \$257,989.91.

26 18. The Court approves claims administration expenses in the amount of \$26,662.00 to  
27 Simpluris, Inc.

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1 19. Plaintiffs Timothy C. Budnik, Rosario Saenz, Haley Markwith, Ian Carty, and Maria  
2 Garcia Pesina are each awarded \$5,000.00 in enhancement awards for their time and effort  
3 representing the class; and

4 20. Plaintiff Becky Greer is awarded \$10,000.00 in enhancement awards for her time and  
5 effort representing the class.

6 21. All Class Members were given a full and fair opportunity to participate in the  
7 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.  
8 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves  
9 from the proposed settlement and the class. Accordingly, the terms of the Settlement Agreement  
10 and of the Court's Order shall be forever binding on all Class Members who were mailed notice  
11 of the settlement and who did not timely opt out of the settlement. These Class Members have  
12 released and forever discharged the Defendants for any and all released claims.

13 Therefore, for the reasons stated above, Plaintiffs' motions for final approval of the  
14 settlement (ECF No. 270) and for attorney fees, costs, and enhancement awards (ECF No. 269)  
15 are GRANTED as modified and noted above.

16 The Parties are DIRECTED to file appropriate dispositional documents within **sixty (60)**  
17 **days** of the date of this order.

18  
19 IT IS SO ORDERED.

20 Dated: November 8, 2018

1s/ Eric P. Gray  
UNITED STATES MAGISTRATE JUDGE

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