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7 **UNITED STATES DISTRICT COURT**
8 **SOUTHERN DISTRICT OF CALIFORNIA**
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10 DEXTER’S LLC, et al.,

11 Plaintiffs,

12 v.

13 GRUMA CORPORATION,

14 Defendant.

Case No. 23-cv-212-MMA-AHG

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; AND**

[Doc. No. 12]

**GRANTING MOTION FOR
ATTORNEY’S FEES, COSTS, AND
CLASS REPRESENTATIVE
SERVICE AWARD**

[Doc. No. 13]

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21 Dexter’s LLC, Franco Food Distribution d/b/a Bombins, Gastelum Food LLC,
22 Sophamany Moch, Gerardo Fuente, Sr., Gerardo Fuentes, Jr., Jorge Franco, and Mayte
23 Gastelum (collectively, “Plaintiffs”) bring this putative wage and hour class action
24 against Defendant Gruma Corporation (“Defendant”). Plaintiffs move for final approval
25 of a class settlement pursuant to Federal Rule of Civil Procedure 23(e) and for an award
26 of attorneys’ fees and costs pursuant to Rule 23(h), as well as a class representative
27 service award. *See* Doc. Nos. 12, 13. Defendant does not oppose Plaintiffs’ motions, and
28 the Court preliminarily approved the class settlement. *See* Doc. No. 11. In advance of

1 the Final Approval Hearing, the Court issued tentative rulings on the motions. *See* Doc.
2 No. 16. On December 11, 2023, the Court held a Final Approval Hearing on these
3 matters pursuant to Federal Rule of Civil Procedure 23(e)(2). *See* Doc. No. 33. For the
4 reasons set forth below, the Court **GRANTS** Plaintiffs’ motion for final approval of the
5 class settlement and **GRANTS** Plaintiffs’ motion for attorneys’ fees, costs, and a class
6 representative award.

7 BACKGROUND

8 Defendant is a manufacturer of corn and flour tortillas and other food products and
9 operates out of a tortilla plant in Los Angeles. Doc. No. 12-1 at 7.¹ Plaintiffs are
10 distributors who signed a “Store Door Distributor Agreement” with Defendant. *Id.* As a
11 result, Plaintiffs were responsible for “distributing Defendant’s products to third-party
12 retail outlets, stocking the outlet’s shelves with Defendant’s products, and ensuring that
13 the shelves remain adequately stocked with Defendant’s products.” *Id.* Generally
14 speaking, Plaintiffs assert that Defendant misclassified them and other similarly situated
15 persons and entities as independent contractors, when they should have been classified as
16 employees. *Id.* at 8.

17 On January 5, 2022, Plaintiffs filed a PAGA Notice with the California Labor and
18 Workforce Development Agency (“LWDA”). *Id.*; Doc. No. 12-2 (“Cardone Decl.”) Ex.
19 2. On August 12, 2022, the parties participated in a full-day, in-person mediation with
20 “highly-regarded mediator, Antonio Piazza, Esq.” *Id.* at 6. The parties reached a
21 settlement at the mediation, which was later memorialized in the Settlement Agreement.
22 *Id.* at 9; *see also* Cardone Decl. Ex. 1 (the “Settlement Agreement”).

23 On February 3, 2023, Plaintiffs filed a putative class action complaint. *See* Doc.
24 No. 1. On February 21, Plaintiffs filed a First Amended Complaint. *See* Doc. No. 3
25 (“FAC”). Plaintiffs assert the following 12 claims under California law: (1) failure to pay
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28 ¹ Citations refers to the pagination assigned by the CM/ECF system unless otherwise indicated.

1 wages at the time of discharge; (2) failure to pay minimum wages; (3) failure to pay
2 overtime wages; (4–5) failure to prove meal and rest periods; (6) failure to provide
3 itemized wage statements; (7) waiting time penalties; (8) illegal deductions; (9) failure to
4 reimburse expenses; (10) unfair business practices; (11) violation of the Cartwright Act;
5 and (12) violation of the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.*
6 (“PAGA”).

7 Less than one month after filing the FAC, the parties jointly moved to stay the
8 entire action pending approval of the Settlement Agreement. Doc. Nos. 4, 6.

9 THE SETTLEMENT AGREEMENT

10 The Settlement class (“Class”) consists of all persons or entities who/that are or
11 were signatories to a distribution agreement with Defendant during the Class Period.
12 Settlement Agreement at 14. The Class Period is from July 1, 2020 through August 1,
13 2023. *Id.* at 15. There are 729 Class members. Doc. No. 15 (“Hoelscher Decl.”) ¶¶ 4–5.

14 Defendant will pay a total sum of \$930,000 (the “Gross Settlement Amount”). *Id.*
15 at 17. The parties have allocated \$20,000 of the Gross Settlement Amount as penalties
16 under PAGA (“PAGA Payment”). *Id.* This represents roughly 2% of the Gross
17 Settlement Amount.

18 As to deductions, the Settlement Agreement provides for the following: (1) Class
19 Counsel Fee Award not to exceed \$170,000; (2) Class Counsel Costs Award not to
20 exceed \$49,743.84; (3) Class Representative Enhancement Award of \$1,000 per Plaintiff,
21 which would total \$8,000; (4) Settlement Administration Costs not to exceed \$20,000;
22 (5) Translation Provider Costs not to exceed \$2,000; and (6) \$15,000 of the PAGA
23 penalty to LWDA. *Id.* at 33–36.

24 However, Plaintiffs move for the following awards: (1) Class Counsel Fees of
25 \$170,000; (2) Class Counsel Costs of \$49,696.40; (3) Class Representative Enhancement
26 Award of \$5,000 in total; (4) Settlement Administration Costs of \$13,719; (5) Translation
27 Provider Costs of \$651.72; and (6) \$15,000 of the PAGA penalty to LWDA. The parties
28 agree that no portion of the Gross Settlement Amount will revert to Defendant. *Id.* After

1 deductions, the current estimated net settlement amount is \$675,932.88 (the “Net
2 Settlement Amount”).

3 The Net Settlement Amount will be distributed as follows: 20% divided equally
4 among all Class Members; the remaining 80% “will be divided by the total gross sales to
5 chain stores by all Settlement Class Members; the resulting figure was the unit value per
6 gross sale dollar. The unit value per gross sale dollar will be multiplied by each
7 Settlement Class Member’s Compensable Gross Sales to chain stores in California from
8 July 1, 2020 to the date the Court grants preliminary approval of the Settlement to yield
9 their pro rata share of the Net Settlement Amount.” Settlement Agreement at 33. The
10 average payment will be \$897.65, the median will be \$775.62, and the highest payment
11 will be \$4,762.92. Hoelscher Decl. ¶ 7.

12 The Court has received no objections to the Settlement or oppositions to Plaintiffs’
13 motions.

14 FINAL APPROVAL OF CLASS SETTLEMENT

15 **A. Legal Standard**

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17 [T]he court’s intrusion upon what is otherwise a private consensual agreement
18 negotiated between the parties to a lawsuit must be limited to the extent
19 necessary to reach a reasoned judgment that the agreement is not the product
20 of fraud or overreaching by, or collusion between, the negotiating parties, and
21 that the settlement, taken as a whole, is fair, reasonable and adequate to all
concerned.

22 *Officers for Justice v. Civil Serv. Comm’n of City & Cty. of San Francisco*, 688 F.2d 615,
23 625 (9th Cir. 1982).

24 A court considers several factors in determining whether a Settlement Agreement
25 is “fair, reasonable, and adequate” under Rule 23(e). The Rule provides that a court
26 should consider whether: (1) “the class representatives and class counsel have adequately
27 represented the class”; (2) “the proposal was negotiated at arm’s length”; (3) “the relief
28 provided for the class is adequate,” taking into consideration the risks associated with

1 continued litigation, the effectiveness of distributing the proposed relief to the class, the
2 terms of any proposed attorneys' fees, and the underlying settlement agreement; and
3 (4) "the proposal treats class members equitably relative to each other." Fed. R. Civ. P.
4 23(e)(2).

5 Judicial policy favors settlement in class actions and other complex litigation
6 where substantial resources can be conserved by avoiding the time, cost, and rigors of
7 formal litigation. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir.
8 1992). To that end, the Ninth Circuit has identified additional factors to consider,
9 including: (1) the strength of the case; (2) "the risk, expense, complexity, and likely
10 duration of further litigation"; (3) "the risk of maintaining class action status throughout
11 the trial"; (4) the settlement amount; (5) the stage of the proceedings; (6) "the experience
12 and views of counsel"; (7) whether there is a "governmental participant"; and (8) "the
13 reaction of the class members to the proposed settlement." *Staton v. Boeing Co.*, 327
14 F.3d 938, 959 (9th Cir. 2003) (quoting *Molski v. Gleich*, 318 F.3d 937, 953 (9th Cir.
15 2003), *overruled in part on other grounds by Dukes v. Wal-Mart Stores, Inc.*, 603 F.3d
16 571 (9th Cir. 2010)).

17 **B. Discussion**

18 The Court proceeds by addressing Rule 23(e)(2)'s "fair, reasonable, and adequate"
19 factors and the related factors noted by the Ninth Circuit.²

20 *1. Adequate Representation*

21 Rule 23(e)(2) requires the Court to consider whether "the class representatives and
22 class counsel have adequately represented the class." Fed. R. Civ. P. 23(e)(2)(A).
23 Relatedly, the Court also considers the experience and views of counsel. *See Staton*, 327
24 F.3d at 959 (quoting *Molski*, 318 F.3d at 953). "'Great weight' is accorded to the
25 recommendation of counsel, who are most closely acquainted with the facts of the
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28 ² Because of the overlap between the Rule 23(e)(2)'s factors and the Ninth Circuit's additional factors,
the Court folds the Ninth Circuit's factors into its analysis of Rule 23(e)(2).

1 underlying litigation. This is because “[p]arties represented by competent counsel are
2 better positioned than courts to produce a settlement that fairly reflects each party’s
3 expected outcome in the litigation.” *Nat’l Rural Telecomm. Coop. v. DIRECTV, Inc.*,
4 221 F.R.D. 523, 528 (C.D. Cal. 2004) (citation omitted) (first quoting *In re PaineWebber*
5 *Ltd. Partnerships Litig.*, 171 F.R.D. 104, 125 (S.D.N.Y.); and then quoting *In re Pac.*
6 *Enterprises Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995)).

7 Here, Class Counsel includes Bradley A. Lebow, David D. Cardone, and James A.
8 McFaul, all experienced trial attorneys who have extensive experience litigating wage
9 and hour class actions. See Cardone Decl. ¶¶ 2, 4–9; Doc. No. 12-3 (“Lebow Decl.”)
10 ¶¶ 3–4. Further, Plaintiffs, as representatives of the Class, have been “instrumental” in
11 prosecuting this action and achieving a resolution for the Class by promptly responding
12 to requests for material and information and attending the mediation. Cardone Decl.
13 ¶ 25.

14 Based upon the sworn declarations and the pertinent other portions of the record,
15 the Court finds that both Plaintiffs and Class Counsel have adequately represented the
16 Settlement Class Members and therefore this factor favors approval of the Settlement
17 Agreement.

18 2. *Arm’s Length Negotiation*

19 Rule 23(e)(2) requires the Court to consider whether “the proposal was negotiated
20 at arm’s length.” Fed. R. Civ. P. 23(e)(2)(B). Courts must ensure settlements are not the
21 product of collusion or other conflicts of interest. See *In re Bluetooth Headset Prod.*
22 *Liab. Litig.*, 654 F.3d at 947; *Staton*, 327 F.3d at 960. “A settlement following sufficient
23 discovery and genuine arms-length negotiation is presumed fair.” *Nat’l Rural Telecomm.*
24 *Coop.*, 221 F.R.D. at 528. The Ninth Circuit has outlined several circumstances that may
25 indicate collusion:

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27 (1) “when counsel receive a disproportionate distribution of the settlement, or
28 when the class receives no monetary distribution but class counsel are amply
rewarded”; (2) “when the parties negotiate a ‘clear sailing’ arrangement

1 providing for the payment of attorneys’ fees separate and apart from class
2 funds”; and (3) “when the parties arrange for fees not awarded to revert to
3 defendants rather than be added to the class fund.”

4 *Ferrell v. Buckingham Prop. Mgmt.*, No. 1:19-cv-00332-LJO-SAB, 2020 WL 291042, at
5 *20 (E.D. Cal. Jan. 21, 2020), *report and recommendation adopted*, 2020 WL 4364647
6 (E.D. Cal. July 30, 2020) (quoting *In re Bluetooth*, 654 F.3d at 947); *see also In re*
7 *Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 569 (9th Cir. 2019).

8 The parties reached this Settlement after an extensive investigation and attending a
9 full-day mediation with Antonio Piazza, Esq. Class Counsel will not recover an
10 unreasonable portion of the Gross Settlement Amount and no portion of that fund will
11 revert to Defendant. Accordingly, the Court finds that the arm’s length negotiations
12 favor approval of the Settlement Agreement. *See, e.g., Nunez v. BAE Sys. San Diego*
13 *Ship Repair Inc.*, 292 F. Supp. 3d 1018, 1052 (S.D. Cal. 2017) (finding the settlement to
14 have been reached through arms-length negotiations where, among other things, counsel
15 reached the agreement before Mr. Piazza, “a respected third-party mediator”); *see also*
16 *Cody v. Soulcycle Inc.*, No. CV 15-6457 MWF (JEMx), 2017 U.S. Dist. LEXIS 234741,
17 at *16 (C.D. Cal. June 22, 2017) (finding that the settlement was the product of arms-
18 length negotiations where “the parties utilized experienced mediators to reach the
19 settlement agreement” and engaged in meaningful discovery).

20 3. Adequate Relief

21 Rule 23(e)(2) requires the Court to consider whether “the relief provided for the
22 class is adequate” after assessing several factors, such as the risks associated with
23 continued litigation, the effectiveness of proposed relief to the class, the terms of any
24 proposed attorneys’ fees, and the underlying settlement agreement. Fed. R. Civ. P.
25 23(e)(2)(C). To determine whether the relief is adequate and in assessing the other
26 underlying subfactors, “the Court must balance the continuing risks of litigation
27 (including the strengths and weaknesses of Plaintiffs’ case), with the benefits afforded to
28 members of the Class, and the immediacy and certainty of a substantial recovery.” *Baker*

1 *v. SeaWorld Entm't, Inc.*, No. 14-cv-02129-MMA-AGS, 2020 WL 4260712, at *6 (S.D.
2 Cal. July 24, 2020). In particular,

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4 [t]he Court shall consider the vagaries of litigation and compare the
5 significance of immediate recovery by way of the compromise to the mere
6 possibility of relief in the future, after protracted and expensive litigation. In
7 this respect, “[i]t has been held proper to take the bird in hand instead of a
8 prospective flock in the bush.”

9 *Nat'l Rural Telecommunications Coop.*, 221 F.R.D. at 526 (quoting *Oppenlander*
10 *v. Standard Oil Co. (Indiana)*, 64 F.R.D. 597, 624 (D. Colo. 1974)).

11 a. Risks of Continued Litigation

12 “In determining whether to approve a Settlement Agreement, the Court should also
13 consider the expense, complexity and likely duration of further litigation or delay of trial
14 and appeal.” *Baker*, 2020 WL 4260712, at *7 (citing Fed. R. Civ. P 23(e)(2)(C)(i)).

15 “Generally, unless the settlement is clearly inadequate, its acceptance and approval are
16 preferable to lengthy and expensive litigation with uncertain results.” *In re LinkedIn*
17 *User Privacy Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015) (quoting *Ching v. Siemens*
18 *Indus., Inc.*, No. 11-cv-04838-MEJ, 2014 WL 2926210, at *4 (N.D. Cal. June 27, 2014)).

19 Here, if the parties had not settled, Plaintiffs would have had to spend considerable
20 time and effort litigating formal discovery, class certification, and summary judgment.
21 While Plaintiffs are confident in the merits of their claims, the parties acknowledge that
22 continuing with this litigation would be protracted and expensive for both sides, *see*
23 Settlement Agreement at 23, and that there are uncertainties and risks to proceeding with
24 the action in light of Defendant’s position that Plaintiffs signed arbitration agreements
25 excluding class-wide recovery and the evolving legal landscape of misclassification law
26 in California, *see* Doc. No. 12-1 at 18–19. Accordingly, the Court finds that the strength
27 of the case, the costs associated with trial and appeal, the stage of the proceedings, and
28 the risk of maintaining class action status throughout the trial favor approval of the
Settlement Agreement.

1 b. Effectiveness of Proposed Relief Distribution

2 In determining the effectiveness of distributing the proposed relief to the class and
3 the processing of class claims, the Court should “scrutinize the method of claims
4 processing to ensure that it facilitates filing legitimate claims. A claims processing
5 method should deter or defeat unjustified claims, but the court should be alert to whether
6 the claims process is unduly demanding.” Fed. R. Civ. P. 23(e) advisory committee’s
7 note to 2018 amendment.

8 In this case, the Notice of Proposed Class Action Settlement provided as follows:
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| OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT | |
|--|--|
| DO NOTHING | Subject to the Court’s final approval of the terms of the Settlement, you will receive a settlement payment (unless you timely provide a forwarding address to the Settlement Administrator) at the address where this notice was mailed, in exchange for which you will give up your claims in this case within the scope of the release set forth below. |
| EXCLUDE YOURSELF | If you submit a Request for Exclusion, which must be postmarked by 60-calendar days after settlement administrator mails class notice , you will <u>not</u> receive a settlement payment but you will keep your claims against Defendant. |
| OBJECT | If you wish to object to the Settlement, you must submit a written objection, and supporting papers, to the Settlement Administrator that is postmarked no later than 60-calendar days after settlement administrator mails class notice . |

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20 Cardone Decl. at 50.

21 This method of distribution imposes no burden on the Settlement Class Members.
22 Accordingly, the effectiveness of the proposed method of distributing relief to the Class
23 favors approval of the Settlement Agreement.

24 c. Terms of Proposed Attorney’s Fees

25 In assessing whether the relief for a class is adequate, “[e]xamination of the
26 attorney-fee provisions may also be valuable in assessing the fairness of the proposed
27 settlement.” Fed. R. Civ. P. 23(e) advisory committee’s note to 2018 amendment.
28 “Ultimately, any award of attorney’s fees must be evaluated under Rule 23(h), and no

1 rigid limits exist for such awards. Nonetheless, the relief actually delivered to the class
2 can be a significant factor in determining the appropriate fee award.” *Id.*

3 This subfactor considers the “terms” of any proposed and agreed upon request for
4 attorney’s fees. *See* Fed. R. Civ. P. 23(e)(C)(iii). Here, the Settlement Agreement
5 contains an attorney’s fees provision which permits Class Counsel to apply for an
6 attorneys’ fees award of up to \$170,000, which would be paid from the Gross Settlement
7 Amount. *See* Settlement Agreement at 34. Class Counsel’s entitlement to such award is
8 ultimately contingent upon the corresponding motion for attorney’s fees and costs, which
9 is addressed in detail below.

10 The Court must be mindful when determining whether to approve a proposed
11 attorney’s fee award in the class action settlement context that “settlement class actions
12 present unique due process concerns for absent class members.” *Hanlon*, 150 F.3d at
13 1026. Accordingly, “the district court has a fiduciary duty to look after the interests of
14 those absent class members.” *Allen v. Bedolla*, 787 F.3d 1218, 1223 (9th Cir. 2015).

15
16 [C]ourts should scrutinize pre-class certification settlements because
17 plaintiffs’ counsel may collude with the defendant to strike a quick settlement
18 without devoting substantial resources to the case. The potential for collusion
19 reaches its apex pre-class certification because, among other things, (1) the
20 court has not yet approved class counsel, who would owe a fiduciary duty to
21 the class members; and (2) plaintiffs’ counsel has not yet devoted substantial
22 time and money to the case, and may be willing to cut a quick deal at the
23 expense of class members’ interests.

24 In contrast, by the time a court has certified a class — the theory goes
25 — the parties have vigorously litigated the dispute, reducing the chance that
26 class counsel will settle on the cheap for a quick buck. By devoting substantial
27 time and resources to the case, class counsel has skin in the game,
28 guaranteeing his or her interest in maximizing the size of the settlement fund.
Likewise, because a district court has appointed class counsel who owes a
fiduciary duty to the class members, class counsel would be ethically
forbidden from sacrificing the class members’ interests.

Briseño v. Henderson, 998 F.3d 1014, 1024–25 (9th Cir. 2021) (internal citations
omitted).

1 Here, the parties reached their Settlement prior to class certification. This requires
2 the Court to take on the fiduciary role that would ordinarily fall to Class Counsel. *See*
3 *Allen*, 787 F.3d at 1223. Upon review, the Court does not find any evidence of collusion
4 but the Settlement Agreement in this case does contain a “clear sailing” provision. *See*
5 Settlement Agreement at 34. However, the parties also agreed that if the Court approves
6 a lesser attorney’s fee award, the difference will revert to the Net Settlement Amount and
7 therefore the Settlement Class, *see id.* at 34, thus ameliorating the collusive concerns
8 addressed in *Briseño*.

9 d. Underlying Settlement Agreement

10 “It is well-settled law that a proposed settlement may be acceptable even though it
11 amounts to only a fraction of the potential recovery that might be available to the class
12 members at trial.” *Rodriguez v. Bumble Bee Foods, LLC*, No. 17-cv-2447-MMA
13 (WVG), 2018 WL 1920256, at *4 (S.D. Cal. Apr. 24, 2018) (brackets omitted) (quoting
14 *Nat’l Rural Telecommunications Coop.*, 221 F.R.D. at 527). That is because a settlement
15 “embodies a compromise; in exchange for the saving of cost and elimination of risk, the
16 parties each give up something they might have won had they proceeded with litigation.”
17 *Officers for Justice*, 688 F.2d at 624 (quoting *United States v. Armour & Co.*, 402 U.S.
18 673, 681 (1971)). Further, the Ninth Circuit has held that the number of class members
19 who object to a proposed settlement is a factor to be considered. *See Mandujano v. Basic*
20 *Vegetable Prod., Inc.*, 541 F.2d 832, 837 (9th Cir. 1976) (first citing *Bryan v. Pittsburgh*
21 *Plate Glass Co. (PPG Indus.)*, 494 F.2d 799, 803 (3d Cir. 1974); and then citing
22 *Amalgamated Meat Cutters & Butcher Workmen of N. Am., Local 340 v. Safeway Stores,*
23 *Inc.*, No. W-3915, 1972 WL 141, at *1 (D. Kan. Feb. 4, 1972)). The absence of a large
24 number of objectors supports the fairness, reasonableness, and adequacy of the
25 settlement. *See In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 175
26 (S.D.N.Y. 2000); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 624 (N.D. Cal. 1979).

27 Here, the Settlement Agreement provides for a Gross Settlement Amount of
28 \$930,000 for 729 Class Members and, after deducting various fees and costs, each Class

1 Member is estimated to recover, on average, \$897.65. Hoelscher Decl. ¶ 8. Only eight
2 Class Members timely opted out of the Settlement and no objections to the Settlement
3 terms have been received by either the attorneys, the Settlement Administrator, or the
4 Court. Doc. No. 27-1 at 5; Doc. No. 26-1 at 18. Accordingly, the Court finds that the
5 underlying Settlement Agreement favors approval of the Settlement.

6 e. Conclusion

7 Based on the foregoing, the Court finds that on balance, the relief provided for the
8 Class is adequate and favors approval of the Settlement Agreement.

9 4. *Equitable Treatment of Class Members*

10 Rule 23(e)(2) requires the Court to consider whether “the proposal treats class
11 members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). “Matters of
12 concern could include whether the apportionment of relief among class members takes
13 appropriate account of differences among their claims, and whether the scope of the
14 release may affect class members in different ways that bear on the apportionment of
15 relief.” Fed. R. Civ. P. 23(e) advisory committee’s note to 2018 amendment. In
16 assessing this factor, courts determine whether the settlement unreasonably gives
17 preferential treatment to the class representatives or other class members. *See Ferrell*
18 *v. Buckingham Prop. Mgmt.*, 2020 WL 291042, at *23 (quoting *In re Tableware Antitrust*
19 *Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007)).

20 Twenty percent of the Net Settlement Amount will be distributed to the Class
21 equally, the remaining 80% will be distributed pro rata based on sales to stores. Doc.
22 No. 12-1 at 21. This is fair, reasonable, and adequate in light of the underlying harm and
23 the lack of facts indicating certain Class Members suffered a disproportionate injury
24 compared to others. Further, as discussed below, the Court finds that Plaintiffs’
25 requested Class Representative Service Award is reasonable. Accordingly, the general
26 equitable treatment of class members favors approval of the Settlement Agreement.

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1 **C. Conclusion**

2 Upon due consideration of the factors set forth above, the Court finds that the Class
3 Settlement is on balance “fair, reasonable, and adequate” under Rule 23(e)(2) and
4 therefore **GRANTS** Plaintiffs’ motion for final approval of the Settlement.

5 **D. PAGA Penalty**

6 Under PAGA, an “aggrieved employee” may bring an action for civil penalties for
7 labor code violations on behalf of himself and other current or former employees. Cal.
8 Lab. Code § 2699(a). A plaintiff suing under PAGA “does so as the proxy or agent of the
9 state’s labor law enforcement agencies.” *Arias v. Superior Ct.*, 95 Cal. Rptr. 3d 588, 600
10 (2009). A PAGA plaintiff thus has “the same legal right and interest as state labor law
11 enforcement agencies” and the action “functions as a substitute for an action brought by
12 the government itself”; therefore, “a judgment in that action binds all those, including
13 nonparty aggrieved employees, who would be bound by a judgment in an action brought
14 by the government.” *Id.* A plaintiff bringing a representative PAGA action not only
15 owes a duty to their “fellow aggrieved workers,” but “also owes responsibility to the
16 public at large; they act, as the statute’s name suggests, as a private attorney general.”
17 *O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1133–34 (N.D. Cal. 2016).

18 Under PAGA, civil penalties collected are distributed between the aggrieved
19 employees (25%) and the LWDA (75%). Cal. Lab. Code § 2699(i). Any settlement of
20 PAGA claims must be approved by the Court. Cal. Lab. Code § 2699(1)(2). The
21 proposed settlement must also be sent to the agency at the same time that it is submitted
22 to the court. Cal. Lab. Code § 2699(1)(2).

23 While PAGA requires a trial court to approve a PAGA settlement, district courts
24 have noted there is no governing standard to review PAGA settlements. *Sanchez*
25 *v. Frito-Lay, Inc.*, No. 1:14cv797-DAD-BAM, 2019 U.S. Dist. LEXIS 170556, at *31
26 (E.D. Cal. Sept. 30, 2019) (acknowledging the “absence of authority governing the
27 standard of review of PAGA settlements”). “[N]either the California legislature, nor the
28 California Supreme Court, nor the California Courts of Appeal, nor the [LWDA] has

1 provided any definitive answer’ as to what the appropriate standard is for approval of a
2 PAGA settlement.” *Jordan v. NCI Grp., Inc.*, No. EDCV 161701 JVS (SPx), 2018 U.S.
3 Dist. LEXIS 25297, at *5 (C.D. Cal. Jan. 5, 2018) (quoting *Flores v. Starwood Hotels &*
4 *Resorts Worldwide, Inc.*, 253 F. Supp. 3d 1074, 1075 (C.D. Cal. 2017)). Consequently,
5 some district courts have used the guidance provided by the LWDA in *O’Connor v. Uber*
6 *Techs., Inc.*, 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016). See *Haralson v. U.S. Aviation*
7 *Servs. Corp.*, 383 F. Supp. 3d 959, 971 (N.D. Cal. 2019); *Sanchez*, 2019 U.S. Dist.
8 LEXIS 170556, at *32. In *O’Connor*, the LWDA commented,

9
10 It is thus important that when a PAGA claim is settled, the relief provided for
11 under the PAGA be genuine and meaningful, consistent with the underlying
12 purpose of the statute to benefit the public and, in the context of a class action,
13 the court evaluate whether the settlement meets the standards of being
14 “fundamentally fair, reasonable, and adequate” with reference to the public
policies underlying the PAGA.

15 *O’Connor*, 201 F. Supp. 3d at 1133. Based on LWDA’s response in *O’Connor*, district
16 courts have applied “a Rule 23-like standard” asking whether the settlement of the PAGA
17 claims is “fundamentally fair, reasonable, and adequate.” *Haralson*, 383 F. Supp. 3d at
18 972.

19 First, in accordance with the statutory requirements, Plaintiffs submitted the
20 Settlement Agreement to the LWDA. Lebow Decl. ¶ 9. The Court finds it persuasive
21 that the LWDA was permitted to file a response to the proposed Settlement and no
22 comment or objection has been received.

23 The Settlement Agreement provides for a \$20,000 PAGA penalty. Plaintiffs’
24 expert estimated a PAGA penalty range of approximately \$28,427,000 to \$53,227,000.
25 Doc. No. 20 at 2. Nonetheless, as noted above, the \$20,000 PAGA penalty represents
26 roughly 2 percent of the Gross Settlement Amount, which is within the range of penalties
27 approved by courts. See *Magadia v. Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058, 1101
28 (N.D. Cal. 2019) (collecting cases in which settlements providing for \$10,000 in PAGA

1 penalties were preliminarily or finally approved despite total settlement amounts of
2 \$900,000 and \$6.9 million); *see also Alcala v. Meyer Logistics, Inc.*, No. CV 17-7211
3 PSG (AGRx), 2019 U.S. Dist. LEXIS 166879, at *26 (C.D. Cal. June 17, 2019)
4 (collecting cases in which PAGA penalties within the zero to two percent range were
5 approved by courts). Further, the Settlement Agreement provides that 75% of the PAGA
6 Penalty will be paid to the LWDA and 25% will be paid to the PAGA Class, in
7 accordance with California Labor Code § 2699(i). Therefore, the Court finds that the
8 Settlement Agreement’s \$20,000 PAGA penalty is reasonable, fundamentally fair, and
9 adequate.

10 ATTORNEY’S FEES AND COSTS

11 Plaintiffs also seek an award of attorney’s fees and costs. *See* Doc. No. 13.
12 Plaintiffs request fees in the aggregate amount of \$170,000, which is 18% of the Gross
13 Settlement Amount, as well as \$49,646.40 in litigation costs. *Id.* at 8, 15.

14 **A. Attorney’s Fees**

15 *1. Legal Standard*

16 Rule 23(h) of the Federal Rules of Civil Procedure provides that, “[i]n a certified
17 class action, the court may award reasonable attorney’s fees and nontaxable costs that are
18 authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). And as
19 mentioned above, in addition to the reasonableness inquiry mandated under Rule 23(h),
20 “district courts must now consider ‘the terms of any proposed award of attorney’s fees’
21 when determining whether ‘the relief provided for the class is adequate’” pursuant to
22 Rule 23(e). *Briseño*, 998 F.3d at 1024 (quoting Fed. R. Civ. P. 23(e)(2)(C)(iii)).
23 Importantly, “whether the attorneys’ fees come from a common fund or are otherwise
24 paid, the district court must exercise its inherent authority to assure that the amount and
25 mode of payment of attorneys’ fees are fair and proper.” *Zucker v. Occidental Petroleum*
26 *Corp.*, 192 F.3d 1323, 1328 (9th Cir. 1999).

27 The Court has discretion in a common fund case such as this to choose either the
28 lodestar method or the percentage-of-the-fund method when calculating reasonable

1 attorneys' fees. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002).
2 Under the percentage-of-recovery method, 25% of a common fund is the benchmark for
3 fee awards. *See, e.g., In re Bluetooth*, 654 F.3d at 942 (“[C]ourts typically calculate 25%
4 of the fund as the ‘benchmark’ for a reasonable fee award, providing adequate
5 explanation in the record of any ‘special circumstances’ justifying a departure.”). Under
6 the lodestar method, a “lodestar figure is calculated by multiplying the number of hours
7 the prevailing party reasonably expended on the litigation (as supported by adequate
8 documentation) by a reasonable hourly rate for the region and for the experience of the
9 lawyer.” *Id.* at 941 (citing *Staton*, 327 F.3d at 965).

10 Whether the Court awards the benchmark amount or some other rate, the award
11 must be supported “by findings that take into account all of the circumstances of the
12 case.” *Vizcaino*, 290 F.3d at 1048. To guard against an unreasonable result, the Ninth
13 Circuit has encouraged district courts to cross-check any calculations done in one method
14 against those of another method. *See id.* at 1050–51.

15 2. Discussion

16 As noted above, Plaintiffs on behalf of Class Counsel request \$170,000 in fees, or
17 18% of the Gross Settlement Amount. This amount is less than the Ninth Circuit’s
18 “benchmark” for a reasonable fee award under the percentage-of-recovery method. *See,*
19 *e.g., Espinosa v. Ahearn (In re Hyundai & Kia Fuel Econ. Litig.)*, 926 F.3d 539, 570 (9th
20 Cir. 2019) (noting the 25% benchmark). As discussed below, it is also less than Class
21 Counsel’s fees would be if calculated using the lodestar method.

22 a. Lodestar Calculation

23 In order to determine the lodestar figure, the Court calculates the number of hours
24 reasonably expended on the litigation and then multiplies that number by a reasonable
25 hourly rate. *See Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983).

26 The Court first considers whether Class Counsel’s hourly rates are reasonable. A
27 reasonable hourly rate is typically based upon the prevailing market rate in the
28 community for “similar work performed by attorneys of comparable skill, experience,

1 and reputation.” *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1211 (9th Cir. 1986)
2 (citing *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984)).

3 Here, Plaintiffs requests hourly rates ranging from \$150 to \$500 for paralegals,
4 associates, and partners. In addition to the declarations of counsel, the Court relies on its
5 own knowledge and experience of customary rates concerning reasonable and proper
6 fees, see *Ingram v. Oroudjian*, 647 F.3d 925, 928 (9th Cir. 2011), and considers the
7 relevant *Kerr* factors. See *Davis v. City of San Francisco*, 976 F.2d 1536, 1546 (9th Cir.
8 1992) (finding that district courts may consider the *Kerr* factors in determining an
9 appropriate market rate). Recently, courts in this District have awarded hourly rates for
10 work performed in civil cases by attorneys with significant experience anywhere in range
11 of \$550 per hour to more than \$1000 per hour. See, e.g., *Herring Networks, Inc. v.*
12 *Maddow*, No. 3:19-cv-1713-BAS-AHG, 2021 U.S. Dist. LEXIS 23163, at *21 (S.D. Cal.
13 Feb. 5, 2021) (finding \$1150-\$1050 to be reasonable rates for partners with more than 30
14 years of experience from a Top 100 law firm); *Kries v. City of San Diego*, No. 17-cv-
15 1464-GPC-BGS, 2021 U.S. Dist. LEXIS 6826, at *26–27 (S.D. Cal. Jan. 13, 2021)
16 (finding rates of \$650 per hour for attorneys with more than 30 years of experience to be
17 reasonable); *Sunbelt Rentals, Inc. v. Dubiel*, No. 20-cv-876-WQH-BGS, 2020 WL
18 6287462, at *2 (S.D. Cal. Oct. 27, 2020) (finding \$405 rate per hour to be a reasonable
19 rate for a partner in a breach of contract action); *Kailikole v. Palomar Cmty. Coll. Dist.*,
20 No. 18-cv-2877-AJB-MSB, 2020 WL 6203097, at *3 (S.D. Cal. Oct. 22, 2020) (finding
21 \$550 rate per hour to be a reasonable rate for a partner in an employment action);
22 *Vasquez v. Kraft Heinz Foods Co.*, No. 3:16-CV-2749-WQH-BLM, 2020 WL 1550234,
23 at *1–2, 7 (S.D. Cal. Apr. 1, 2020) (approving of rates between \$700 and \$725 for
24 attorneys with approximately 30 years of experience and rate of \$550 for attorney with 12
25 years of experience); *San Diego Comic Convention v. Dan Farr Productions*, No.
26 14cv1865-AJB-JMA, 2019 WL 1599188, at *13–14 (S.D. Cal. Apr. 15, 2019) (finding
27 reasonable the hourly rates of \$760 for partners from a Top 100 law firm with 28-29
28 years of experience), *attorney fees aff'd* by 807 F. App'x 674 (9th Cir. Apr. 20, 2020);

1 *Kikkert v. Berryhill*, No. 14cv1725-MMA-JMA, 2018 WL 3617268, at *2 n.1 (S.D. Cal.
2 July 30, 2018) (an unopposed fee motion after a successful social security appeal, finding
3 de facto hourly rate of \$943 reasonable, citing other decisions in the district approving
4 rates from \$656 to \$886). Therefore, the Court finds that Class Counsel’s rates are
5 reasonable.

6 The Court next considers whether Class Counsel’s expenditure of 729.4 hours on
7 this case is reasonable. “The fee applicant bears the burden of documenting the
8 appropriate hours expended in the litigation and must submit evidence in support of those
9 hours worked.” *Gates v. Deukmejian*, 987 F.2d 1392, 1397 (9th Cir. 1992) (citing
10 *Hensley*, 461 U.S. at 433, 437). A district court “should defer to the winning lawyer’s
11 professional judgment as to how much time he was required to spend on the case.”
12 *Chaudhry*, 751 F.3d at 1111 (citing *Moreno*, 534 F.3d at 1112). However, the Court
13 “should exclude from [the] initial fee calculation hours that were not ‘reasonably
14 expended.’” *Hensley*, 461 U.S. at 434. Hours are not “reasonably expended” if they are
15 “excessive, redundant, or otherwise unnecessary.” *Id.*

16 Class Counsel has provided detailed billing records, which indicate that the hours
17 of work performed on this case were generally reasonable, necessary, and thus
18 compensable. *See* Lebow Decl. Ex 1. Moreover, “[t]he lodestar ‘cross-check’ need not
19 be as exhaustive as a pure lodestar calculation” because it only “serves as a point of
20 comparison by which to assess the reasonableness of a percentage award.” *Fernandez v.*
21 *Victoria Secret Stores, LLC*, No. CV 06-04149 MMM (SHx), 2008 U.S. Dist. LEXIS
22 123546, 2008 WL 8150856, at *14 (C.D. Cal. July 21, 2008). Accordingly, “the lodestar
23 can be approximate and still serve its purpose.” *Id.* Accordingly, finding the hourly rates
24 identified above and hours expended to be reasonable, the Court agrees with Class
25 Counsel’s calculation of the lodestar figure in this case of \$316,524.00.

26 b. Lodestar Crosscheck

27 This Court has previously acknowledged that “California courts routinely award
28 attorneys’ fees of one-third of the common fund.” *Espinosa v. Cal. Coll. of San Diego*,

1 *Inc.*, No. 17cv744-MMA (BLM), 2018 U.S. Dist. LEXIS 60106, at *24 (S.D. Cal. Apr. 9,
2 2018) (quoting *Beaver v. Tarsadia Hotels*, No. 11-CV-01842-GPC-KSC, 2017 U.S. Dist.
3 LEXIS 160214, 2017 WL 4310707, at *9 (S.D. Cal. Sept. 28, 2017)) (collecting cases).
4 But “[r]egardless of whether the Court uses the percentage approach or the lodestar
5 method, the ultimate inquiry is whether the end result is *reasonable*.” *Espinosa*, 2018
6 U.S. Dist. LEXIS 60106, at *27-28 (emphasis added) (citing *Powers v. Eichen*, 229 F.3d
7 1249, 1258 (9th Cir. 2000)). “Calculation of the lodestar, which measures the lawyers’
8 investment of time in the litigation, provides a check on the reasonableness of the
9 percentage award. Where such investment is minimal, as in the case of an early
10 settlement, the lodestar calculation may convince a court that a lower percentage is
11 reasonable.” *Vizcaino*, 290 F.3d at 1050.

12 “[A]n appropriate positive or negative multiplier reflect[s] . . . the quality of
13 representation, the benefit obtained for the class, the complexity and novelty of the issues
14 presented, and the risk of nonpayment.” *In re Bluetooth*, 654 F.3d at 941–42 (quoting
15 *Hanlon*, 150 F.3d at 1029). Likewise, a “percentage amount can . . . be adjusted upward
16 or downward to account for any unusual circumstances involved in this case.” *Paul*,
17 *Johnson, Alston & Hunt v. Graulty*, 886 F.2d 268, 272 (9th Cir. 1989).

18 The lodestar crosscheck supports the requested fee award in this case. The
19 requested award of \$170,000—18% of the Gross Settlement Amount—is less than the
20 lodestar figure. Accordingly, the Court **GRANTS** Plaintiff’s motion for an attorney’s fee
21 award of \$170,000.

22 **B. Costs**

23 Plaintiffs further request reimbursement of \$49,696.40 in actual litigation costs
24 expended by Class Counsel.

25 *1. Legal Standard*

26 Rule 23(h) of the Federal Rules of Civil Procedure provides that, “[i]n a certified
27 class action, the court may award reasonable attorney’s fees and nontaxable costs that are
28 authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Counsel is

1 entitled to reimbursement of the out-of-pocket costs they reasonably incurred
2 investigating and prosecuting the case. *See In re Media Vision Tech. Sec. Litig.*, 913 F.
3 Supp. 1362, 1366 (N.D. Cal. 1996) (citing *Mills v. Elec. Auto-Lite Co.*, 396 U.S. 375,
4 391–92 (1970)); *see also Staton*, 327 F.3d at 974.

5 2. *Discussion*

6 Plaintiff seeks an award of costs totaling \$49,696.40 expended by Class Counsel
7 for filing fees, service fees, photocopying costs, postage, mediation fees, and other
8 litigation related expenses. *See* Doc. No. 13-1 at 15–16. The Court finds that upon
9 review, the requested award is reasonable in light of the itemized costs. Costs for service
10 of process are taxable under 28 U.S.C. § 1920 as well as Civil Local Rule 54.1.b.1, which
11 provides that “(c)osts for service of subpoenas are taxable as well as service of
12 summonses and complaints.” Filing fees are recoverable under 28 U.S.C. §1920(1).
13 Additionally, the Ninth Circuit has held that an award to a prevailing party “can include
14 reimbursement for out-of-pocket expenses including . . . travel, courier and copying
15 costs.” *Grove v. Wells Fargo Fin. Cal., Inc.*, 606 F.3d 577, 580 (9th Cir. 2010). Other
16 recoverable expenses include expenses related to discovery and expenses related to
17 computerized research. *See Harris v. Marhoefer*, 24 F.3d 16, 19–20 (9th Cir. 1994)
18 (noting that “expenses related to discovery” are recoverable); *Trs. Of Constr. Indus. &*
19 *Laborers’ Health & Welfare Trust v. Redland Ins. Co.*, 460 F.3d 1253, 1258-59 (9th Cir.
20 2006) (holding that “reasonable charges for computerized research may be recovered.”);
21 *Hartless v. Clorox Co.*, 273 F.R.D. 630, 646 (S.D. Cal. 2011) (holding that consulting
22 fees as costs were reasonable because the evidence was necessary to negotiate a
23 settlement).

24 Accordingly, because Class Counsel’s out-of-pocket costs were reasonably
25 incurred in litigating this action and were advanced by counsel for the benefit of the
26 Class, the Court **APPROVES** reimbursement of litigation costs in the full amount
27 requested. *See, e.g., Fontes v. Heritage Operating, L.P.*, No. 14-cv-1413-MMA (NLS),
28 2016 WL 1465158, at *6 (S.D. Cal. Apr. 14, 2016).

1 CLASS REPRESENTATIVE SERVICE AWARD

2 Finally, Plaintiffs request a total incentive award of \$5,000 for their service as the
3 Class Representatives in this action.

4 **A. Legal Standard**

5 “Incentive awards are payments to class representatives for their service to the
6 class in bringing the lawsuit.” *Radcliffe v. Experian Info. Sols. Inc.*, 715 F.3d 1157, 1163
7 (9th Cir. 2013). “Such awards are discretionary.” *Rodriguez v. W. Publ’g Corp.*
8 (*Rodriguez I*), 563 F.3d 948, 958 (9th Cir. 2009). The Ninth Circuit has instructed
9 district courts to “to scrutinize carefully the awards so that they do not undermine the
10 adequacy of the class representatives.” *See Radcliffe*, 715 F.3d at 1163. Incentive
11 awards that are disproportionate to the class’s recovery risk a conflict of interest between
12 a class representative’s interests and the class’s interests. *See id.* (quoting *Rodriguez I*,
13 563 F.3d at 959). This is especially relevant where retainer agreements require class
14 counsel to request an incentive award or where the settlement agreement conditions the
15 award on the class representatives’ approval of the settlement. *See id.* at 1163–64.
16 “Where . . . the class representatives face significantly different financial incentives than
17 the rest of the class because of the conditional incentive awards that are built into the
18 structure of the settlement, we cannot say that the representatives are adequate.” *Id.* at
19 1165. Additionally, in evaluating the reasonableness of incentive awards,

20
21 [t]he district court must evaluate their awards individually, using “relevant
22 factors includ[ing] the actions the plaintiff has taken to protect the interests of
23 the class, the degree to which the class has benefitted from those actions, . . .
24 the amount of time and effort the plaintiff expended in pursuing the litigation
25 . . . and reasonabl[e] fear[s of] workplace retaliation.”

26 *Staton*, 327 F.3d at 977 (quoting *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998)).

27 Further, “class members can certainly be repaid from any cost allotment for their
28 substantiated litigation expenses.” *Id.* Taken together, courts examine the following
factors when scrutinizing incentive awards on an individual basis in class action

1 settlements: (1) conflicts of interest between the class representative and the class in
2 assessing the terms or disparity of an award, (2) actions taken by the class representative
3 to protect the class's interest, (3) the benefit received by the class based on the class
4 representative's actions, (4) the time and effort expended by the class representative, and
5 (5) the class representative's reasonable fears of workplace retaliation.

6 **B. Discussion**

7 Pursuant to the Settlement Agreement,

8
9 Defendant agrees not to oppose or object to any application or motion by
10 Plaintiffs to be appointed Class Representatives and for a Class
11 Representatives' Enhancement Award. Class Counsel shall seek a Class
12 Representatives' Enhancement Award for Class Representatives of up to One
13 Thousand Dollars (\$1,000) each. Defendant agrees not to oppose the motion
14 by Plaintiffs for said Class Representatives' Enhancement Award, so long as
15 the requested Class Representatives' Enhancement Award does not exceed
16 this amount. Any portion of the requested Class Representatives'
17 Enhancement Award that is not awarded shall be a part of the Net Settlement
18 Amount to be distributed to Settlement Class Members as provided in this
19 Agreement. The Class Representatives' Enhancement Award is intended to
be in recognition of the Class Representatives' efforts and time as Class
Representatives, and in consideration for the Class Representatives' execution
of this Stipulation. The Enhancement Award shall be paid to Class
Representatives from the Maximum Settlement Amount together with, and in
addition to, their Individual Settlement Payments.

20 Settlement Agreement at 22–23.

21 Here, there are eight Plaintiffs. However, as counsel explained at the Final
22 Approval Hearing, only the five individual Plaintiffs, not their entities, seek an award.
23 The \$5,000 incentive award as requested by Plaintiffs in this case is well within the range
24 of such awards in this Circuit. After reviewing the declarations of both Class Counsel
25 and Plaintiff, the Court agrees that an incentive award is appropriate here in light of the
26 time and effort Plaintiffs expended on this litigation, the benefit obtained for the class,
27 and the risks associated with bringing a class action lawsuit against a former employer.
28 Accordingly, the Court **APPROVES** Plaintiffs' request for a \$5,000 incentive award.

1 CONCLUSION

2 Based on the foregoing, the Court **GRANTS** Plaintiffs' motion for final approval
3 of the class settlement and **GRANTS** Plaintiffs' motion for attorney's fees, costs, and a
4 class representative enhancement award.

5 The Court **CERTIFIES** the Settlement Class for the purposes of the Settlement.
6 The Court **APPROVES** the Settlement as fair, reasonable, and adequate pursuant to
7 Federal Rule of Civil Procedure 23(e). The Court **ORDERS** the parties to undertake the
8 obligations set forth in the Settlement Agreement that arise out of this Order.

9 The Court **AWARDS** attorneys' fees to Class Counsel in the amount of **\$170,000**
10 and costs in the amount of **\$49,696.40**.

11 The Court further **AWARDS** to Plaintiffs an incentive payment for work
12 performed as the Class Representatives in the total amount of **\$5,000**; \$1,000 to each of
13 the following: Sophamany Moch, Gerardo Fuentes, Sr., Gerardo Fuentes, Jr., Jorge
14 Franco, and Mayte Gastelum.

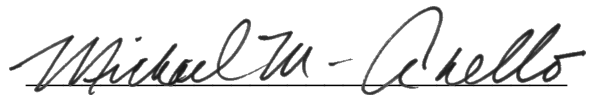
15 The Court **AWARDS** settlement administration fees and costs to Atticus
16 Administration, LLC in the total amount of **\$14,370.72**.

17 The Court **DIRECTS** the Clerk of Court to enter a separate judgment of dismissal
18 in accordance herewith, *see* Fed. R. Civ. P. 58(a), and to close the case.

19 Without affecting the finality of this Order, the Court maintains jurisdiction over
20 this matter for purpose of enforcing the Judgment.

21 **IT IS SO ORDERED.**

22 Dated: December 19, 2023

23 

24 HON. MICHAEL M. ANELLO
25 United States District Judge