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Superior Court of California
County of Los Angeles

DEC 27 2022

Sherri B. Casper, OFC
By: Roxanne Arraiga, Deputy
Executive Officer/Clerk of Court

FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

Macedo v. Claud Townsley, Inc., et al., Case No. 21STCV02998

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable on the condition that counsel file and serve a fully executed copy of the Second Amended Settlement Agreement.

The Parties' supplemental paperwork must be filed by January 10, 2023.

Non-Appearance Case Review is set for January 17, 2023, 8:30 a.m., Department 9.

The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$275,000 [Escalator: CTI estimates that, as of the date of this Settlement Agreement, (1) there are 32 Class Members and 6,525 Total Workweeks during the Class Period. If the actual number of Class Members through the end of the Class Period exceeds 32 by more than 25% (i.e., more than 8 Class Members) as of the end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount equal to \$8,593.75 per additional Class Member in excess of 40 Class Members.] (¶9)

B. The Net Settlement Amount (\$161,333.33) is the GSA minus the following:
Up to \$91,666.67 (33 1/3%) for attorney fees (¶3.2.2);
Up to \$10,000 for litigation costs (Ibid.);
Up to \$7,500 for a service award to the named Plaintiff (¶3.2.1);
Up to \$4,500 for settlement administration (¶3.2.3).

C. Employer payroll taxes shall be paid by Defendants separately from the GSA. (¶3.1)

D. Plaintiffs release of Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by August 2, 2023. The parties are

ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed] Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

Non-Appearance Case Review is set for August 9, 2023, 8:30 a.m., Department 9.

I.
BACKGROUND

This is a wage and hour class action. On January 25, 2021, Plaintiff Jose Alfonso Macedo filed this putative class action against Defendant Claud Townsley, Inc. ("Defendant" or "CTI") in the Los Angeles County Superior Court, and alleged that Defendant (1) failed to pay all wages; (2) failed to provide meal periods; (3) failed to provide rest periods; (4) failed to provide accurate itemized wage statements; (5) failed to timely pay all wages due upon separation of employment; and (6) violated Business and Professions Code §§ 17200, et seq.

On August 11, 2021, the Parties attended mediation with the Hon. Thierry Colaw (Ret.) and reached a settlement in principle, and spent the next few months drafting, negotiating, and finalizing the Class Action Settlement Agreement ("Settlement Agreement"), a copy of which was filed with the Court.

On June 23, 2022, the Court issued a checklist of items for counsel to address. In response, counsel filed further briefing and the First Amended Settlement Agreement attached as Exhibit A to the Declaration of Jose R. Garay filed 9/28/2022 ("Garay Decl."). A fully executed copy was filed on October 5, 2022 attached to Plaintiff's Notice of Errata as Exhibit 1.

On November 4, 2022, the Court continued the matter of preliminary approval and ordered the parties to address remaining issues with the agreement and notice form. In response, the parties filed the Second Amended Settlement Agreement attached as Exhibit A to the Second Supplemental Declaration of Jose R. Garay as Exhibit A.

Now before the Court is Plaintiff's motion for preliminary approval of the settlement agreement.

II.

SETTLEMENT AGREEMENT

A. Definitions

"Class": all persons currently or formerly employed by CTI in California and classified as non-exempt, non-supervisory roofers who worked for CTI during the Class Period. (§1.4)

"Class Period": January 25, 2017 and continuing until date of Preliminary Approval. (§1.11)

"Class Member" or "Settlement Class Member": a member of the Class, as either a Participating Class Member or Non-Participating Class Member. (§1.8)

"Participating Class Member": a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. (§1.26)

The Parties stipulate to class certification for settlement purposes only. (§25.)

B. Terms of Settlement Agreement

The essential terms are:

- The Gross Settlement Amount ("GSA") is \$275,000, non-reversionary. (§1.21)
 - o Escalator: Based on its records, CTI estimates that, as of the date of this Settlement Agreement, (1) there are 32 Class Members and 6,525 Total Workweeks during the Class Period. If the actual number of Class Members through the end of the Class Period exceeds 32 by more than 25% (i.e., more than 8 Class Members) as of the end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount equal to \$8,593.75 per additional Class Member in excess of 40 Class Members. (§9)
- The Net Settlement Amount (\$161,333.33) is the GSA minus the following:
 - o Up to \$91,666.67 (33 1/3%) for attorney fees (§3.2.2);
 - o Up to \$10,000 for litigation costs (Ibid.)
 - o Up to \$7,500 for a service award to the named Plaintiff (§3.2.1); and
 - o Up to \$4,500 for settlement administration (§3.2.3).

- Employer payroll taxes shall be paid by Defendants separately from the GSA. (§3.1)
- There is no claims process. (§3.1)
- Response Deadline: "Response Deadline" means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 calendar days beyond the Response Deadline has expired. (§1.33) It also applies to the submission of workweek disputes. (§8.6)
 - o The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the [60] days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. (§8.4.4)
 - o If the number of valid Requests for Exclusion identified in the Exclusion List exceeds twenty-five percent (25%) of the total of all Class Members, CTI may, but is not obligated, elect to withdraw from the Settlement. (§10)
- Individual Settlement Payments: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (§3.2.4)
 - o Effect of Non-Participating Class Members on Calculation of Individual Class Payments: Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. (§3.2.4.2)
 - o Tax Allocation: 50% wages and 50% as interest and penalties. (§3.2.4.1)
- Funding of GSA: CTI shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay CTI's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (§4.3)
- Distribution: Within 14 days after CTI funds the Gross Settlement Amount, the Administrator will mail checks for the initial round of all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class

Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments. (¶4.4)

- **Uncashed Checks:** The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. (¶4.4.1) For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).] (¶4.4.3)
- The settlement administrator will be Phoenix Class Action Administration Solutions. (¶1.2)
- Notice of final judgment will be posted on the administrator's website. (¶8.8.1)
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

III. DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On August 11, 2021, the Parties attended mediation with mediator Hon. Thierry Colaw (Ret.) and reached a settlement in principle and spent the next few months drafting, negotiating, and finalizing a memorandum of understanding, which was finalized in January 2022. (Garay Decl., ¶6.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that prior to mediation, Defendant substantially produced all evidence required to evaluate the merits and damages alleged in this Action. For example, Defendant provided Plaintiff with a significant amount of informal discovery, including the total number of putative Class Members, job titles, dates of employment, and a representative sampling of employment records for the Class. (Id. at ¶4.)

Specifically, Defendant produced its payroll data for 31.25% of the class members. Defendant produced in Excel spreadsheets data for 10 randomly selected exemplar putative

class members, and the number of putative class members during the putative class period (32) with their job titles and dates of employment, and documents pertaining to the class such as anonymized payroll records, showing check dates, straight time and overtime hours paid on a weekly basis during the putative class period of January 25, 2017, through May 31, 2021, plus time sheets compiled by Defendant and earnings statements for the 10 sample putative class members, amounting to 724 pages of evidence for the 10 sample putative class members. Counsel contends that the sample of 10 of 32 putative class members is reliable because Defendant had a stable, reliable workforce with very little turnover; only five (5) of the 32 putative class members (including the lead Plaintiff) are no longer employed with Defendant. Defendant's employees largely traveled and worked together in cohesive teams based on weather, and therefore largely worked under similar conditions on the same dates for the same number of hours. Counsel contends that the payroll for one employee would be largely interchangeable with the other employees who worked the same days on the same projects. Plaintiff's counsel formulated a damages analysis based on the records provided by Defendant and records in Plaintiff's possession. (Id. at ¶25.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (Id. at ¶53.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

The Court concludes that the settlement is entitled to a presumption of fairness.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Class Counsel has provided information, summarized below, regarding the estimated exposure for each of the claims alleged:

CLAIM	MAXIMUM EXPOSURE	REALISTIC EXPOSURE	
Unpaid Wages	\$1,601,089.88	\$914,908.50	
Meal Periods	\$914,908.50	\$640,435.95	
Rest Periods	\$914,908.50	\$91,490.85	
Waiting Time Penalties	\$32,400.00	\$18,468.00	
Wage Statement Penalties	\$128,000.00	\$72,960.00	
TOTAL	\$3,591,306.88	\$1,738,263.30	

(Garay Decl., ¶¶ 28-34.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (Weinstat v. Dentsply Intern., Inc. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Plaintiff's counsel obtained a \$275,000 non-reversionary settlement, which is approximately 7.7% of Defendant's maximum estimated exposure in this matter and approximately 15.8% of the estimated realistic exposure, which given the uncertain outcomes is within the "ballpark of reasonableness."

The \$275,000 settlement amount, after reduced by the requested deductions, leaves approximately \$161,333.33 be divided among approximately 32 class members. Assuming full participation, the resulting payments will average approximately \$5,041.67 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

The Court concludes that the settlement can be preliminarily deemed fair, adequate, and reasonable.

C. Scope of the Release

Effective on the date when CTI fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶6)

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including, under state law and the Wage Orders of the California Industrial Welfare Commission, that were alleged or which could have been alleged based on the factual allegations in the Class Action Complaint in the Action, including claims for unpaid wages, including but not limited to failure to pay minimum wages, straight time compensation, overtime compensation, double time compensation, and interest; failure to timely pay regular and final wages; wages related to time rounding and timekeeping; missed meal period and rest period wages and premiums; meal period waivers and on duty meal period waivers; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to keep accurate records; deductions; declaratory relief; unfair business

practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; and attorneys' fees and costs. Without limiting the foregoing, the Released Claims include those claims arising under California Labor Code Sections 201, 202, 203, 204, 206, 218.6, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198 and/or those arising under the Industrial Welfare Commission Wage Orders; California Business and Professions Code section 17200 et seq.; California Code of Regulations, title 8, Section 11160; the California Civil Code sections 3287, 3289, and 3294; California Code of Civil Procedure section 1021; and any claims under the Fair Labor Standards Act ("FLSA") [29 U.S.C. §§ 201, et seq.] arising during the Class Period and based on the factual allegations alleged or which could have been alleged in the Complaint. (¶6.2)

Participating Class Members acknowledge and understand that their respective claims for unpaid wages are the subject of a bona fide dispute, that this Settlement amounts to a good faith resolution of that dispute, and that any failure to pay wages when due was not willful. (¶6.2)

Upon payment of the Individual Class Payment, Participating Class Members, and each of them, acknowledge compensation in full for all hours worked during their employment with CTI. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (¶6.2)

"Released Parties" means: CTI and each of its former and present directors, officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns [subsidiaries] [affiliates]. (¶1.31)

Named Plaintiff will also provide a general release and a Civil Code § 1542 waiver. (¶¶ 6.1, 6.1.1)

D. May Conditional Class Certification Be Granted?

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (Amchem Products, Inc. v. Winsor (1997) 521 U.S. 620, 622-627.)

The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (Dunk at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)

1. Numerosity. There are approximately 32 class members. (Garay Decl., ¶12.) This element is met.

2. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (Sevidal v. Target Corp. (2010) 189 Cal.App.4th 905, 919.) All Class Members are identifiable through a review of Defendant's records. (Garay Decl., ¶12.)

3. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435.)

As to commonality, Counsel contends that Plaintiff's allegations present common legal and factual questions of, inter alia, whether Defendant applied the same wage compensation, meal period, and rest break policies to all Class Members; whether those policies or their implementation resulted in Labor Code violations; whether Defendant's conduct was intentional; and whether Class Members are entitled to penalties. (Garay Decl., ¶15.)

As to typicality, Counsel contends that Plaintiff, like all Class Members, worked for Defendant and suffered damages as a result of the alleged violations of California's wage and hour laws and regulations. Plaintiff's claims are typical of all Class Members because Defendant's policies and practices regarding the payment of wages, and payment or non-payment of penalties for missed meal and rest periods are identical and applied to all non-exempt, non-supervisory roofers. (Id. at ¶46.)

Finally, Plaintiff represents that he is aware of the duties and risks of serving as class representative, and has participated in the litigation. (Declaration of Jose Alfonso Macedo ¶¶ 6-9.)

4. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

5. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

The Court finds that the class may be conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the Notice Proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and claims administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be issued in English and Spanish (¶8.4.2).

2. Method of class notice. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, CTI will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. CTI has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. (¶4.2)

No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data. (§8.4.1) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. (§8.4.2)

Not later than 15 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (§8.4.3)

The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the [60] days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. (§8.4.4)

3. Cost of class notice. As indicated above, claims administration costs are estimated not to exceed \$4,500. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney Fees and Costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a

multiplier, if appropriate. (PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084, 1095-1096; Ramos v. Countrywide Home Loans, Inc. (2000) 82 Cal.App.4th 615, 625-626; Ketchum III v. Moses (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (Garabedian v. Los Angeles Cellular Telephone Company (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to \$91,666.67 (1/3) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought (capped at \$10,000) by detailing how they were incurred.

G. Incentive Award to Class Representative

The Settlement Agreement provides for an enhancement award of up to \$7,500 for the class representative.

In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit" (Id. at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

IV.
CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Preliminary Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable on the condition that counsel file and serve a fully executed copy of the Second Amended Settlement Agreement.

2) The Parties' supplemental paperwork must be filed by January 10, 2023.

3) Non-Appearance Case Review is set for January 17, 2023, 8:30 a.m., Department 9.

4) The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$275,000 [Escalator: CTI estimates that, as of the date of this Settlement Agreement, (1) there are 32 Class Members and 6,525 Total Workweeks during the Class Period. If the actual number of Class Members through the end of the Class Period exceeds 32 by more than 25% (i.e., more than 8 Class Members) as of the end of the Class Period, there will be a pro rata adjustment to the Gross Settlement Amount equal to \$8,593.75 per additional Class Member in excess of 40 Class Members.] (¶9)

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Up to \$7,500 for a service award to the named Plaintiff (¶3.2.1);
Up to \$4,500 for settlement administration (¶3.2.3).

C. Employer payroll taxes shall be paid by Defendants separately from the GSA. (¶3.1)

D. Plaintiffs release of Defendants from claims described herein.

5) The Parties' Motion for Final Approval of Class Action Settlement must be filed by August 2, 2023. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

6) The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed]

Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

7) Non-Appearance Case Review is set for August 9, 2023, 8:30 a.m., Department 9.

CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: December 27, 2022

YVETTE M. PALAZUELOS

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT