

FILED
Superior Court of California
County of Los Angeles

JUN 08 2023

David W. Stayton, Executive Officer/Clerk of Court

By: A. He, Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

ROBERT VEGA, individually, on a
representative basis, and on behalf of all
others similarly situated,

Plaintiff,

v.

MARATHON PETROLEUM LOGISTICS
SERVICES LLC, a Delaware Limited
Liability Company; MARATHON
PETROLEUM COMPANY LP, a Delaware
Limited Partnership; and DOES 1 through
20, inclusive,

Defendants.

Case No.: 20STCV19405

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

Date: June 8, 2023

Time: 10:30 a.m.

Dept.: SSC-1

I. BACKGROUND

Plaintiff Robert Vega sues his former employer, Defendants Marathon
Petroleum Logistics Services LLC and Marathon Petroleum Company LP (collectively,

1 “Defendants”), for alleged wage and hour violations. Defendants are Ohio-based
2 companies specializing in petroleum refining, marketing, and transportation with
3 refinery locations around the world, including California. Plaintiff seeks to represent a
4 class of Defendants’ current and former non-exempt employees.

5 On May 21, 2020, Plaintiff filed a class action complaint, alleging causes of
6 action for: (1) failure to provide accurate itemized wage statements under Labor Code §
7 226(a); and (2) a Private Attorneys General Act (“PAGA”) assessment for the same
8 claim. The putative class in this case initially consisted of approximately 75 similarly
9 situated non-exempt employees who were paid overtime wages under a line-item
10 entitled “Reg Rate Adj,” yet the wage statement did not include any hours or rates of
11 pay for this overtime pay line-item.

12 The parties conducted negotiations between May 7, 2021 through June 25, 2021,
13 which ultimately resulted in settlement. The terms are finalized in the Joint Stipulation
14 of Class and PAGA Representative Action Settlement and Release, a copy of which
15 was filed with the Court.

16 On January 10, 2022, the Court issued a “checklist” of items for the parties to
17 address in regard to deficiencies with Plaintiff’s Motion for Preliminary Approval of
18 Settlement and the settlement agreement. In response, on June 6, 2022, the parties filed
19 supplemental briefing and a revised settlement agreement. On June 27, 2022, the Court
20 issued a second checklist of issues for the parties to address. On July 21, 2022, the
21 parties filed additional briefing and a further revised settlement agreement.

22 The settlement was preliminarily approved on July 29, 2022. Following
23 preliminary approval, Defendants discovered that 349 individuals should qualify as
24 Class Members and that there were approximately 3.1 times more pay periods at issue
25 than estimated prior to preliminary approval. Accordingly, the parties delayed the

1 mailing of notice, engaged in further negotiations, and revised the settlement amount to
2 increase the settlement amount and other terms to account for the increase in class size.
3 On December 16, 2022, the parties submitted a stipulation to amend the settlement
4 agreement and the Court's order granting preliminary approval. The Court granted the
5 parties' stipulation on January 10, 2023. All references below are to the Second
6 Revised Joint Stipulation of Class and PAGA Representative Action Settlement and
7 Release attached as Exhibit 1 to the parties' stipulation.

8 Notice was given to the Class Members as ordered (see Declaration of Jarrod
9 Salinas). Now before the Court is Plaintiff's motion for final approval of the Settlement
10 Agreement, including for payment of fees, costs, and a service award to the named
11 plaintiff. For the reasons set forth below, the Court grants final approval of the
12 settlement.

14 **II. THE TERMS OF THE SETTLEMENT**

16 **A. SETTLEMENT CLASS DEFINITION**

17 "Class Members" or "Class" means all current and former non-exempt
18 employees employed by Defendant Marathon Petroleum Logistics Services LLC in the
19 State of California who, in the same pay period, worked overtime and received a
20 "Regular Rate Adj." payment from April 6, 2019 through the end of 2021 (i.e.,
21 December 31, 2021). Defendant's records reflect that approximately 349 individuals
22 would qualify as "Class Members" and they worked approximately 8,897 pay periods
23 from the start of the Class/PAGA Period (i.e., April 6, 2019) through the end of
24 December 2021. (¶1.7)

1 “Class Period” means the period from April 6, 2019 through the end of 2021
2 (i.e., December 31, 2021). (¶1.9)

3 “PAGA Employees” means Class Members employed during the PAGA Period.
4 PAGA Employees cannot opt out of the PAGA portion of this Settlement. However,
5 they may opt out of the Settlement of the Class Claims provided they timely submit a
6 Request for Exclusion. (¶1.24)

7 “PAGA Period” means the period from April 6, 2019 through the end of 2021
8 (i.e., December 31, 2021). (¶1.25)

9 “Participating Class Members” means Class Members who do not submit a
10 timely Request for Exclusion from this Settlement. (¶1.29)

11

12 **B. THE MONETARY TERMS OF SETTLEMENT**

13 The essential monetary terms are as follows:

- 14 • The Total Settlement Amount is **\$455,290** (¶1.41). This includes payment of a
15 PAGA penalty of **\$31,680** to be paid 75% to the LWDA (\$23,760) and 25% to
16 the Aggrieved Employees (\$7,920) (¶1.22).
- 17 • The Net Settlement Amount (“Net”) (**\$261,360**) is the Total Settlement Amount
18 less:
 - 19 ○ Up to **\$137,500** (30.2%) for attorney fees (¶1.5);
 - 20 ○ Up to **\$10,000** for attorney costs (¶1.4);
 - 21 ○ Up to **\$5,000** for a service award to the proposed class representative
22 (¶1.35); and
 - 23 ○ Estimated **\$9,750** for settlement administration costs (¶1.37).
- 24 • Assuming the Court approves all maximum requested deductions, approximately
25 **\$266,881.72** will be available for automatic distribution to participating class

1 members. The average settlement share will be approximately \$764.70.
2 (\$266,881.72 Net ÷ 349 class members = \$764.70). In addition, each PAGA
3 Employee will receive a portion of the PAGA penalty, estimated to be \$22.69
4 per PAGA Employee. (\$7,920 or 25% of \$31,680 PAGA penalty ÷ 349 PAGA
5 Employees = \$22.69).

- 6 • There is no Claim Requirement (Notice, pg. 1)
- 7 • The settlement is not reversionary (§4.2)
- 8 • Individual Settlement Share Calculation: Defendants will identify the number of
9 pay periods each of the Participating Class Members worked during the Class
10 Period ("Total Class Pay Periods") where, in the same pay period, the employees
11 worked overtime and received a "Regular Rate Adj." payment. The value of
12 each pay period shall be determined by the Settlement Administrator by dividing
13 the Net Distribution Fund (less the 25% of the PAGA Award to be distributed to
14 PAGA Employees) by the total number of pay periods worked by all
15 Participating Class Members during the Class Period where, in the same pay
16 period, these employees worked overtime and received a "Regular Rate Adj."
17 payment ("Class Pay Period Value"). To determine the Individual Settlement
18 Payment for each Participating Class Member, the Settlement Administrator will
19 multiply the individual's Total Class Pay Periods by the Class Pay Period Value.
20 (§4.2.5.1.a)
- 21 • PAGA Payments: For PAGA Employees, Defendants will identify the number of
22 pay periods each PAGA Employee worked during the PAGA Period where, in
23 the same pay period, these employees worked overtime and received a "Regular
24 Rate Adj." payment ("Total PAGA Pay Periods"). (For purposes of this case, and
25 as specified in the definitions above, the Class Period and PAGA Period are the

1 same.) The value of each PAGA Pay Period shall be determined by the
2 Settlement Administrator by dividing the 25% of the PAGA Award allocated for
3 PAGA Employees (i.e., \$2,500) by the Total PAGA Pay Periods for all PAGA
4 Employees ("PAGA Pay Period Value"). (§4.2.5.1.b)

- 5 ○ A Class Member who is also a PAGA Employee will receive a payment
6 for their prorated portion of the PAGA Award even if s/he opt-outs of the
7 Class settlement and will be bound by the release of the PAGA Claims
8 released through this Settlement. (*Ibid.*)

- 9 ● Tax Withholdings: Each Individual Settlement Payment shall be comprised
10 entirely of non-taxable consideration for penalties and interest and for which an
11 IRS Form 1099 will issue. (§4.2.5.2) The Individual Settlement Payments will
12 not be subject to withholdings because Plaintiff's two claims for wage statement
13 penalties and PAGA penalties are solely for the recovery of penalties, and not
14 wages. (§4.2.5.1.a)
- 15 ● Uncashed Settlement Payment Checks: Any checks issued to Participating Class
16 Members shall remain valid and negotiable for one hundred and eighty (180)
17 calendar days from the date of their issuance and then shall become void on the
18 181st day after mailing, i.e., the Void Date. The Parties agree that any unclaimed
19 funds in the Settlement Fund Account as a result of the failure to cash Individual
20 Settlement Payment checks by the Void Date shall be transmitted by the
21 Settlement Administrator to the California State Controller Unclaimed Property
22 Fund. (§4.2.5)
- 23 ● Funding and Distribution of Settlement: Within fifteen (15) calendar days
24 following the date when all conditions of the Effective Date have been satisfied
25 (aside from funding by Defendants), Defendants shall fund the Settlement by

1 providing the Total Settlement Amount to the Settlement Administrator.

2 (¶10.1.2) The Settlement Administrator shall pay the Individual Settlement
3 Payments from the Net Distribution Fund and will mail them by First Class U.S.
4 Mail to Class Members' last known mailing address within ten (10) calendar
5 days following the date when Defendants fund the Settlement as specified in
6 Paragraph 10.1.2. (¶4.2.5)

7
8 **C. TERMS OF RELEASES**

- 9 • Release: As of the Effective Date and Defendants' funding of the Total
10 Settlement Amount, Plaintiff, Participating Class Members, PAGA Employees
11 and the State of California (acting through Plaintiff as its authorized PAGA
12 representative) release the Released Parties from all Class Claims and PAGA
13 Claims for the duration of the Class Period and PAGA Period, respectively. The
14 Class Period and PAGA Period include the period from April 6, 2019 through
15 the end of 2021. The Class Member Released Claims include all claims for any
16 debts, liabilities, demands, obligations, guarantees, penalties, damages, interest,
17 attorneys' fees, costs, and/or other amounts or relief recoverable under state or
18 other applicable law that Plaintiff asserted or could have asserted in the Action –
19 on behalf of himself and the putative Class Members – based on the facts alleged
20 in Plaintiff's Complaint and/or arising out of a claim for Failure to Provide
21 Accurate Itemized Wage Statements (Lab. Code § 226), whether for economic or
22 non-economic damages, restitution, injunctive relief or statutory penalties. The
23 PAGA Released Claims include any and all claims Plaintiff asserted or could
24 have asserted in the Action under PAGA based on the facts alleged in the
25 Plaintiff's Complaint for Failure to Provide Accurate Itemized Wage Statements

1 (Cal. Labor Code §§ 226 and 2698, et seq.) and/or based on the Class Member
2 Released Claims, on behalf of himself, the State of California and PAGA
3 Employees for damages recoverable under PAGA, including civil penalties,
4 interest, attorneys' fees, costs, and any other relief recoverable under California
5 Labor Code § 2698, et seq. It is the intent of the Parties that the Final Approval
6 Order entered by the Court shall have full res judicata (i.e., preclusive) effect and
7 be final and binding upon Participating Class Members, PAGA Employees and
8 the State of California regarding the Class Member Released Claims and PAGA
9 Released Claims. (§5.1)

- 10 • “Class Member Released Claims” means the Class Claims from which
11 Participating Class Members are fully releasing the Released Parties under this
12 Settlement from April 6, 2019 through the end of the Class Period, including all
13 claims for any debts, liabilities, demands, obligations, guarantees, penalties,
14 damages, interest, attorneys' fees, costs, and/or other amounts or relief
15 recoverable under state or other applicable law that Plaintiff asserted or could
16 have asserted in the Action – on behalf of himself and the putative Class
17 Members – based on the facts alleged in Plaintiff's Complaint and/or arising out
18 of a claim for Failure to Provide Accurate Itemized Wage Statements (Lab. Code
19 § 226), whether for economic or non-economic damages, restitution, injunctive
20 relief or statutory penalties. (§1.8)

- 21 ○ “Complaint” means the operative Complaint in the Action. (§1.10)
- 22 ○ “Class Claims” means all claims for any debts, liabilities, demands,
23 obligations, guarantees, penalties, damages, interest, attorneys' fees,
24 costs, and/or other amounts or relief recoverable under state or other
25 applicable law that Plaintiff asserted or could have asserted in the Action

1 – on behalf of himself and the putative Class Members – based on the
2 facts alleged in Plaintiff’s Complaint and/or arising out of or relating to a
3 claim for Failure to Provide Accurate Itemized Wage Statements (Lab.
4 Code § 226), whether for economic or non-economic damages,
5 restitution, injunctive relief or statutory penalties. (¶1.2)

- 6 • “PAGA Released Claims” means the PAGA Claims from which Plaintiff, the
7 PAGA Employees, and the State of California are fully releasing the Released
8 Parties under this Settlement from April 6, 2019 through the end of the PAGA
9 Period, including any and all claims Plaintiff asserted or could have asserted in
10 the Action under PAGA based on the facts alleged in Plaintiff’s Complaint for
11 Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226
12 and 2698, et seq.), and/or based on the Class Member Released Claims, on
13 behalf of himself, the State of California and PAGA Employees for damages
14 recoverable under PAGA, including civil penalties, interest, attorneys’ fees,
15 costs, and any other relief recoverable under California Labor Code § 2698, et
16 seq. (¶1.26)

- 17 ○ “PAGA Claims” means any and all claims Plaintiff asserted or could have
18 asserted in the Action under PAGA for Failure to Provide Accurate
19 Itemized Wage Statements (Cal. Labor Code §§ 226 and 2698, et seq.),
20 on behalf of himself, the State of California and PAGA Employees for
21 damages recoverable under PAGA, including civil penalties, interest,
22 attorneys’ fees, costs, and any other relief recoverable under California
23 Labor Code § 2698, et seq. (¶1.23)

- 24 • “Released Parties” means Defendants Marathon Petroleum Logistics Services
25 LLC and Marathon Petroleum Company LP, and each of their respective

1 subsidiaries, affiliates and/or parents, attorneys, and each of their respective
2 successors and predecessors in interest; all of their respective officers, directors,
3 employees, administrators, fiduciaries, trustees, beneficiaries and agents; and
4 each of their past, present and future officers, directors, shareholders, employees,
5 agents, principals, heirs, representatives, accountants, auditors, consultants,
6 insurers and reinsurers. (¶1.32)

- 7 • The named Plaintiff will also provide a general release and a waiver of the
8 protections of Cal. Civ. Code §1542. (¶¶1.11, 5.2)
- 9 • The releases are effective as of the Effective Date and Defendants' funding of
10 the Total Settlement Amount, which will occur within fifteen (15) calendar days
11 following the Effective Date of the Settlement. (¶10.1.2)

12 13 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

14 “Before final approval, the court must conduct an inquiry into the fairness of the
15 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the
16 settlement agreement after the final approval hearing, the court must make and enter
17 judgment. The judgment must include a provision for the retention of the court's
18 jurisdiction over the parties to enforce the terms of the judgment. The court may not
19 enter an order dismissing the action at the same time as, or after, entry of judgment.”
20 Cal. Rules of Court, rule 3.769(h).

21 As discussed more fully in the Order conditionally approving the settlement, “[i]n
22 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to
23 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class
24 action. The purpose of the requirement [of court review] is the protection of those class
25 members, including the named plaintiffs, whose rights may not have been given due

1 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*
2 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks
3 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
4 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*
5 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the
6 extent necessary to reach a reasoned judgment that the agreement is not the product of
7 fraud or overreaching by, or collusion between, the negotiating parties, and that the
8 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal
9 quotation marks omitted].

10 “The burden is on the proponent of the settlement to show that it is fair and
11 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is
12 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to
13 allow counsel and the court to act intelligently; (3) counsel is experienced in similar
14 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91
15 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,
16 1802. Notwithstanding an initial presumption of fairness, “the court should not give
17 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
18 116, 130. “Rather, to protect the interests of absent class members, the court must
19 independently and objectively analyze the evidence and circumstances before it in order
20 to determine whether the settlement is in the best interests of those whose claims will be
21 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41. p. 90. In
22 that determination, the court should consider factors such as “the strength of plaintiffs'
23 case, the risk, expense, complexity and likely duration of further litigation, the risk of
24 maintaining class action status through trial, the amount offered in settlement, the extent
25 of discovery completed and stage of the proceedings, the experience and views of

1 counsel, the presence of a governmental participant, and the reaction of the class
2 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive and
3 the court is free to engage in a balancing and weighing of factors depending on the
4 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

5 **A. A PRESUMPTION OF FAIRNESS EXISTS**

6 The Court preliminarily found in its Order of July 29, 2022 that the presumption
7 of fairness should be applied. No facts have come to the Court’s attention that would
8 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption
9 of fairness as set forth in the preliminary approval order.

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

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

- 14 Number of class members: 349
- 15 Number of notices mailed: 349
- 16 Number of undeliverable notices: 0
- 17 Number of opt-outs: 0
- 18 Number of objections: 0
- 19 Number of participating class members: **349**

20 (Declaration of Jarrod Salinas (“Salinas Decl.”) ¶¶3-10.)

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

25 //

1 **C. CLASS CERTIFICATION IS PROPER**

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

4 **D. ATTORNEY FEES AND COSTS**

5 Class Counsel requests **\$137,500** (30%) for attorney fees and **\$4,478.28** for costs.
6 (MFA at 8:6-9, 15:15-17.)

7 Courts have an independent responsibility to review an attorney fee provision and
8 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*
9 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is
10 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,
11 503.

12 In the instant case, fees are sought pursuant to the percentage method, as cross-
13 checked by lodestar. (MFA at pp. 9-15.) The \$137,500 fee request is approximately
14 30.2% of the Total Settlement Amount.

15 A lodestar is calculated by multiplying the number of hours reasonably expended
16 by the reasonably hourly rate. *PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
17 1095-1096 (*PLCM*). “Generally, ‘[t]he lodestar is calculated using the reasonable rate
18 for comparable legal services in *the local community* for noncontingent litigation of the
19 same type, multiplied by the reasonable number of hours spent on the case.’ ”
20 *Environmental Protection Information Center v. Dept. of Forestry & Fire Protection*
21 (2010) 190 Cal.App.4th 217, 248, quoting *Nichols v. City of Taft* (2007) 155
22 Cal.App.4th 1233, 1242-1243.

23 As to the reasonableness of the rate and hours charged, trial courts consider
24 factors such as “the nature of the litigation, its difficulty, the amount involved, the skill
25 required in its handling, the skill employed, the attention given, the success or failure,

1 and other circumstances.” *PLCM, supra*, 22 Cal.4th at p. 1096. “The evidence should
2 allow the court to consider whether the case was overstaffed, how much time the
3 attorneys spent on particular claims, and whether the hours were reasonably expended.”
4 *Christian Research Institute v. Alnor* (2008) 165 Cal.App.4th 1315, 1320.

5 Attorney Mankin represents that he and the senior associate at his firm, attorney
6 Carlson, spent a combined 239.9 hours on the case. (Declaration of Brian Mankin ISO
7 Final ¶26.) At hourly rates of \$575 and \$775, they incurred a lodestar of \$157,062.50,
8 which implies a multiplier of 0.87 to reach the requested fees. (*Ibid.*) In support, he
9 attaches time records summarizing each attorney’s time and tasks performed on the case.
10 (*Id.* at Exhibit B.) Attorney Mankin does not indicate whether his rate was approved by
11 other courts, though attorney Carlson represents that his \$575 rate was approved in
12 various courts in California. (Declaration of Peter J. Carlson ISO Final ¶13.)

13 In addition, Mankin contends that his firm’s hourly rates are comparable to those
14 of other attorneys with equal or similar experience based on the Laffey Matrix and the
15 Wolters Kluwer Real Rate Report. (Mankin Decl. ISO Final ¶25.) However, he only
16 references certain rates that were purportedly stated in those documents without
17 attaching copies for the Court’s review.

18 Nonetheless, the **\$137,500** fee request represents a reasonable percentage of the
19 total funds paid by Defendant. Further, the notice expressly advised class members of
20 the fee request, and no one objected. (Salinas Decl. ¶8, Exhibit A thereto.) Accordingly,
21 the Court awards fees in the amount of **\$137,500**.

22 Class Counsel requests **\$4,478.28** in costs. This is less than the \$10,000 cap
23 provided in the settlement agreement (¶1.4). The amount was disclosed to Class
24 Members in the Notice, and no objections were received. (Salinas Decl. ¶8, Exhibit A
25

1 thereto.) Costs include: Complaint Filing Fee (\$1,457), Case Anywhere (\$1,318.80) and
2 OneLegal (\$201.67). (Mankin Decl. ISO Final ¶28, Exhibit C.)

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

5 For all of the foregoing reasons, costs of **\$4,478.28** are approved.

6 **E. SERVICE AWARD TO CLASS REPRESENTATIVE**

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

18 Here, the Class Representative Robert Vega requests an enhancement award of
19 **\$5,000**. (Declaration of Robert Vega ISO Final ¶10.) He represents that his
20 contributions to this action include: assisting his attorneys by compiling and analyzing
21 documentation regarding his claims, explaining Defendant’s practices and procedures,
22 locating and analyzing company documents, assisting in settlement discussions, and
23 reviewing settlement documents. (*Id.* at ¶6.) He estimates spending 60 to 65 hours on
24 the case. (*Ibid.*) He also asserts that he undertook the risk that his lawsuit could impact
25 his ability to find future jobs, though he has not shown that this has occurred. (*Id.* at ¶8.)

1 In light of the above-described contributions to this action, and in
2 acknowledgment of the benefits obtained on behalf of the class, a **\$5,000** service award
3 to Plaintiff is reasonable and approved.

4 **F. SETTLEMENT ADMINISTRATION COSTS**

5 The Settlement Administrator, Phoenix Class Action Administration Solutions,
6 requests **\$9,750** in compensation for its work in administering this case. (Salinas Decl.
7 ¶14.) At the time of preliminary approval, costs of settlement administration were
8 estimated at \$9,750 (¶1.37). Class Members were provided with notice of this amount
9 and did not object. (Salinas Decl. ¶8, Exhibit A thereto.)

10 Accordingly, settlement administration costs are approved in the amount of
11 **\$9,750.**

12
13 **IV. CONCLUSION AND ORDER**

14 The Court hereby:

- 15 (1) Grants class certification for purposes of settlement;
16 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
17 (3) Awards **\$137,500** in attorney fees to Class Counsel, Lauby Mankin & Lauby
18 LLP;
19 (4) Awards **\$4,478.28** in litigation costs to Class Counsel;
20 (5) Approves payment of **\$23,760** (75% of \$31,680 PAGA penalty) to the LWDA;
21 (6) Awards **\$5,000** as a Class Representative Service Award to Robert Vega;
22 (7) Awards **\$9,750** in settlement administration costs to Phoenix Class Action
23 Administration Solutions;
24
25

- 1 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling
2 and containing the class definition, full release language, and a statement that no
3 class members opted out by June 15, 2023;
- 4 (9) Orders class counsel to provide notice to the class members pursuant to
5 California Rules of Court, rule 3.771(b) and to the LWDA pursuant to Labor
6 Code §2699 (1)(3); and
- 7 (10) Sets a Non-Appearance Case Review re: Final Report re: Distribution of
8 Settlement Funds for April 19, 2024, at 8:30 a.m. in Department 17, Spring
9 Street Courthouse. Final Report is to be filed by April 5, 2024.

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12 Dated: June 8, 2023

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15 Stuart M. Rice
16 Judge of the Superior Court
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