

**FILED**  
Superior Court of California  
County of Los Angeles

**MAY 25 2022**

Sherri R. Carter, Executive Officer/Clerk  
By Alfredo Morales deputy  
ALFREDO MORALES

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

EVELYN ESCALANTE, an individual; and  
BRIANA McFASHION, an individual, on  
behalf of themselves and all others similarly  
situated,

Plaintiffs,

vs.

SP PLUS CORPORATION, a Delaware  
corporation; STANDARD PARKING  
CORPORATION IL, a Delaware corporation;  
SP PLUS PROPERTY MANAGEMENT, INC,  
a Delaware corporation; SP PLUS SECURITY  
SERVICES, INC, a Delaware corporation; and  
DOES 1 through 50, inclusive,

Defendants

Case No.: BC660410  
Related Cases Nos.: BC666238; BC667294;  
BC689752; 18STCV05358

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

Date: May 25, 2022  
Time: 11:00 a.m.  
Dept.: SSC-7

1 **I. BACKGROUND**

2 This is a wage and hour class action. On May 5, 2017, Plaintiff Escalante filed a  
3 class action complaint in Los Angeles County Superior Court against Defendants  
4 alleging: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required  
5 Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages;  
6 (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to  
7 Furnish Accurate Itemized Wage Statements; (7) Failure to Maintain Required Records;  
8 (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge  
9 of Duties; and (9) Unfair and Unlawful Business Practices.

10 On June 9, 2017, Plaintiff Escalante filed a First Amended Complaint against  
11 Defendants, alleging an additional cause of action for penalties under the Labor Code  
12 Private Attorneys General Act (“PAGA”) and adding Briana McFashion as an additional  
13 named plaintiff and class representative.

14 On June 16, 2017, Plaintiff Angelico Cruz filed a class and representative action  
15 in Orange County Superior Court against Defendant Standard Parking Corporation,  
16 alleging eight causes of action for: (1) failure to provide meal periods; (2) failure to  
17 provide rest periods; (3) failure to pay minimum and straight time wages; (4) failure to  
18 pay overtime compensation; (5) failure to timely pay wages upon termination of  
19 employment; (6) failure to provide accurate statements and maintain required records;  
20 (7) unfair business practices; and (8) civil penalties pursuant to PAGA.

21 On June 23, 2017, Plaintiffs Chavez, Cerritos, and Payes filed a class action  
22 complaint in Los Angeles County Superior Court against Defendants SP Plus  
23 Corporation and Standard Parking Corporation, alleging eight cause of action for: (1)  
24 recovery of unpaid wages; (2) recovery of unpaid overtime wages; (3) failure to provide  
25 meal periods; (4) failure to provide rest periods; (5) failure to reimburse business

1 expenses; (6) failure to timely furnish accurate wage statements; (7) violation of Labor  
2 Code section 203 et seq.; and (8) unfair business practices.

3 On July 3, 2017, Plaintiffs Rosa Ortiz and Manuel De Guia filed a class action  
4 complaint in Los Angeles County Superior Court against Defendant Standard Parking  
5 Corporation IL, alleging ten causes of action for: (1) failure to pay all earned wages; (2)  
6 failure to pay all earned overtime wages; (3) failure to permit paid ten minute rest periods;  
7 (4) failure to provide thirty minute meal periods; (5) failure to timely pay all earned wages  
8 and compensation; (6) failure to pay all earned wages and compensation upon  
9 termination; (7) failure to provide lawful wage statements; (8) conversion; (9) violation  
10 of California wage theft prevention act; and (10) unfair business practices.

11 On September 7, 2017, the Chavez action was deemed related to the Escalante  
12 action and on December 4, 2017, the Ortiz action was deemed related to the Escalante  
13 action. On February 13, 2018, the Cruz action was transferred to the Los Angeles County  
14 Superior Court and related to the Escalante action.

15 On March 21, 2018, Plaintiffs Chavez, Cerritos, and Payes filed a First Amended  
16 Class Action Complaint, adding a ninth cause of action for penalties pursuant to PAGA.

17 On November 16, 2018, Plaintiff Domenic Mastro filed a class and representative  
18 action in Los Angeles County Superior Court against Defendant SP Plus Corporation,  
19 alleging ten causes of action for: (1) failure to pay overtime wages; (2) failure to pay all  
20 hours worked; (3) failure to provide rest breaks; (4) failure to provide meal breaks; (5)  
21 waiting time penalties; (6) failure to maintain records and provide wage statement; (7)  
22 unfair business practices; (8) failure to indemnify; (9) failure to pay minimum wage; and  
23 (10) violation of PAGA.

24 On October 22, 2019, Plaintiffs Escalante, Chavez, Ortiz, Mastro and Cruz filed a  
25 Consolidated Class Action Complaint.

1 Counsel represents that prior to mediation, the parties engaged in investigation  
2 and discovery wherein Plaintiffs' Counsel assessed the value of the class claims using  
3 production by Defendants of applicable policies and procedures and a sampling of data  
4 relevant to class claims. Specifically, prior to mediation, Defendants turned over a 10%  
5 data sample of time and payroll records consisting of over 420,000 time punch records  
6 and over 14,000 pay records (14,000 unique pay periods). Further it is represented that  
7 Plaintiffs' Counsel spoke to Class Members and conducting interviews.

8 On March 28, 2019, plaintiffs' counsel in the Escalante, Chavez, and Ortiz actions  
9 and defense counsel attended an unsuccessful mediation with the Honorable Herbert B.  
10 Hoffman. On June 27, 2019, the parties participated in a second unsuccessful private  
11 mediation with Hon. Michael D. Marcus (Ret.). On July 14, 2020, having made some  
12 progress towards settlement in the previous two mediations, Plaintiff Mastro and defense  
13 counsel attended a third mediation, this time with mediator the Scott Markus, and were  
14 able to come to an agreement. A fully executed copy of the Settlement Agreement was  
15 filed on June 3, 2021, attached to the Declaration of Shoham J. Solouki ("Solouki Decl.")  
16 ISO Preliminary Approval, as Exhibit 1.

17 On July 20 and 21, 2021, the Court issued checklists of items for the parties to  
18 address. In response, on October 13, 2021 counsel filed supplemental briefing ("Supp.  
19 Brief") ISO Preliminary Approval and a fully executed Amended Settlement Agreement  
20 attached as Exhibit E to the Further Supplemental Declaration of Shoham J. Solouki  
21 ("Solouki 2<sup>nd</sup> Supp. Decl.") ISO Preliminary Approval.

22 On November 2, 2021, the Court issued another checklist of items for the parties  
23 to address. In response, on December 1, 2021 counsel filed supplemental briefing ("2<sup>nd</sup>  
24 Supp. Brief") ISO Preliminary Approval and a partially executed Amended Settlement  
25 Agreement attached as Exhibit D to the Further Supplemental Declaration of Shoham J.  
Solouki ("Solouki 3<sup>rd</sup> Supp. Decl.") ISO Preliminary Approval.

1 On December 2, 2021 counsel filed a fully executed Amended Settlement  
2 Agreement attached as Exhibit G to the Further Supplemental Declaration of Shoham J.  
3 Solouki ("Solouki 4<sup>th</sup> Supp. Decl.") ISO Preliminary Approval.

4 The Court granted preliminary approval of the Amended Settlement Agreement  
5 on December 17, 2021. Notice was given to the Class Members as ordered. (See  
6 Declaration of Makenna Snow ("Snow Decl.")..)

7 Now before the Court is Plaintiff's motion for final approval of the Settlement  
8 Agreement, including for payment of fees, costs, and service awards to the named  
9 plaintiffs.

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

### 11 **A. SETTLEMENT CLASS DEFINITION**

12 "Class" or "Class Members" means all current and former non-exempt, hourly  
13 paid employees employed by Defendant in California during the Class Period. "Class  
14 Member" means an individual, current or former non-exempt, hourly paid employee  
15 employed by Defendant in California during the Class period. (Settlement Agreement,  
16 ¶I, 2:2-5.)

17 "Class Period" means from March 6, 2015 through preliminary approval of this  
18 Joint Stipulation of Class Action Settlement. (¶I, 2:9-13.)

19 "PAGA Group Members" means all current and former non-exempt, hourly paid  
20 employees employed by Defendant in the State of California at any time during the  
21 PAGA Period. (¶I, 3:17-18.)

22 "PAGA Period" means the time from April 4, 2016 to Preliminary Approval. (¶I,  
23 3:21.)

24 Defendant estimates there are approximately 9,000 Class Members who worked  
25 approximately 684,538 workweeks. If the number of Class Members exceeds 9,000 by  
more than ten percent (10%), or if the number of workweeks exceeds 684,538 by more

1 than ten percent (10%), the Gross Settlement Amount will increase by a proportionate  
2 percentage for all additional Class Members and/or workweeks above the original  
3 estimates (i.e., 9,000 Class Members and 684,538 workweeks). (§IV.B)

4 There are 9,892 class members. (Snow Decl., ¶5.)

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

6 The essential monetary terms are as follows:

7 The Gross Settlement Amount (“GSA”) is **\$1,500,691.64**<sup>1</sup> (§I, 5:6-7). This  
8 includes payment of a PAGA penalty of \$50,000 to be paid 75% to the LWDA (\$37,500)  
9 and 25% to the Aggrieved Employees (\$12,500) (§IV.K).

10 The Net Settlement Amount (“Net”) (**\$807,895.86**) is the GSA less:

- 11 ○ Up to \$500,230.55 (33%) for attorney fees (§IV.D.i);
  - 12 ■ Fee Split: 19% to Verum Law Group, APC; 44% to Matern Law  
13 Group, PC; 22% to Solouki & Savoy, LLP; 6% to Rastegar Law  
14 Group, APC; and 9% to Peter Beck, PC, Alizadeh Employees Law,  
15 Prof. Corp, and The Law Office Of Robert Skripro, Jr. PC, to be  
16 split 20%, 40%, and 40%, respectively.) (Exhibit A to Supplemental  
17 Declaration of Sam Kim ISO Preliminary Approval.)
- 18 ○ Up to \$80,000 for attorney costs (§IV.D.ii);
- 19 ○ Up to \$40,000 for service awards to the proposed class representatives  
20 (\$5,000 each) (§IV.D.iii);
- 21 ○ \$50,000 allocated as the PAGA Payment (§IV.D.v); and
- 22 ○ Up to \$47,000 for settlement administration costs. (§IV.D.iv)
- 23 ● The employer's portion of the payroll taxes will be paid outside of and in addition  
24 to the Gross Settlement Amount. (§I, 3: 15-16.)

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25 <sup>1</sup> Due to the escalator clause, the Gross Settlement Amount increased by \$691.64 (0.05%). (Snow Decl., ¶16.)

- 1 • Assuming the Court approves all maximum requested deductions, approximately  
2 \$783,461.09 will be available for automatic distribution to participating class  
3 members. Therefore, the average settlement share will be approximately \$79.58.  
4 (\$783,461.09 Net ÷ 9,845 class members = \$79.58). In addition, each class  
5 member will receive a portion of the PAGA penalty, estimated to be \$1.26 per  
6 class member. (\$12,500 (25% of \$50,000 PAGA penalty) ÷ 9,892 employees =  
7 \$1.26)
- 8 • There is no Claim Requirement. (§I, 5:6-7).
- 9 • The settlement is not reversionary. (§I, 5:6-7).
- 10 • Payout to Class Members: The Settlement Administrator will calculate the  
11 individual settlement payments to Class Members who do not submit valid Opt-  
12 Outs. These payments will be calculated by assigning a certain dollar value to each  
13 week Class Members worked during the Class Period. The dollar value of each  
14 week will be calculated by dividing the aggregate value of the Payout Fund by the  
15 total number of weeks worked by the Class Members who do not submit valid  
16 Opt-Outs during the Class Period. Partial weeks will be rounded up to the nearest  
17 full week. A Class Member who does not submit a valid Opt-Out will receive an  
18 individual settlement payment determined by multiplying the number of weeks  
19 worked during the Class Period by the dollar value of each week. (§IV.E.2)
- 20 ○ Tax Allocation: 20% wages, 30% interest, and 50% penalties. (§IV.D.vii)
- 21 • Payout to PAGA Group Members: The Settlement Administrator will calculate  
22 the PAGA Payments to PAGA Group Members. These payments will be  
23 calculated by assigning a certain dollar value to each week PAGA Group Members  
24 worked during the PAGA Period. The dollar value of each week will be calculated  
25 by dividing \$12,500 by the total number of weeks worked by the PAGA Group  
Members during the PAGA Period. Partial weeks will be rounded up to the nearest

1 full week. A PAGA Group Member who submits a valid Opt-Out will still receive  
2 a PAGA Payment. (§IV.E.2)

3 ○ Tax Allocation: 100% penalties. (*Ibid.*)

- 4 ● Uncashed Settlement Checks: Settlement checks issued to Class Members and  
5 PAGA Group Members will expire 180 days from the date they are issued by the  
6 Settlement Administrator. The void date of all settlement checks issued to Class  
7 Members and PAGA Group Members shall be stated on the checks. Any check  
8 not cashed within 180 calendar days will be void. The Settlement Administrator  
9 will provide the Parties with a report of uncashed checks. The money from the  
10 uncashed checks, plus any interest accrued thereon, shall be distributed by the  
11 Settlement Administrator to the California State Controller's Office Unclaimed  
12 Property Fund in the name of the Class Member or PAGA Group Member.

13 (§IV.F)

- 14 ● Funding of the Settlement: Seven calendar days after the Effective Date,  
15 Defendant shall provide the Settlement Administrator with the Gross Settlement  
16 Amount and the employer's portion of the payroll taxes. (§IV.E.1)

### 17 **C. TERMS OF RELEASES**

18  
19 Upon the Settlement Administrator's receipt of the Gross Settlement Amount and  
20 the employer's portion of payroll taxes, and after the Effective Date, Plaintiffs and all  
21 participating Class Members will be deemed to have released the Released Parties of and  
22 from all of the Released Class Claims during the Class Period, excluding the Released  
23 PAGA Claims. The Released Class Claims include all claims which Plaintiffs, the Class,  
24 and/or any Class Member had, or may claim to have, against any of the Released Parties,  
25 that were alleged or could have been alleged arising out of the facts, circumstances, and  
primary rights at issue in the Complaint during the Class Period, including: (1) unpaid



1 wages, including minimum and overtime wages; (2) failure to provide meal periods and  
2 claims regarding meal period premium pay; (3) failure to provide rest periods and claims  
3 regarding rest period premium pay; (4) failure to provide accurate wage statements; (5)  
4 failure to maintain required records; (6) failure to reimburse expenses; (7) conversion;  
5 (8) failure to timely pay wages or compensation upon termination and during  
6 employment; (9) claims for violation of California Business and Professions Code §§  
7 17200, et seq.; and (10) violation of California's Wage Theft Prevention Act. The  
8 Released Class Claims do not include the California WARN Act (Labor Code §§1400-  
9 1408) or any derivative PAGA penalties pursuant to Labor Code §2699, et seq. based  
10 upon an alleged underlying violation of Labor Code §§1400-1408. (¶V)

11 "Released Class Claims" means all claims which Plaintiffs, the Class, and/or any  
12 Class Member had, or may claim to have, against any of the Released Parties, excluding  
13 the Released PAGA Claims, that were alleged or could have been alleged arising out of  
14 the facts, circumstances, and primary rights at issue in the Complaint during the Class  
15 Period, including claims for: (1) failure to pay wages, including minimum and overtime  
16 wages; (2) failure to provide meal periods and claims regarding meal period premium  
17 pay; (3) failure to provide rest periods and claims regarding rest period premium pay; (4)  
18 failure to provide accurate wage statements; (5) failure to maintain required records; (6)  
19 failure to reimburse expenses; (7) conversion; (8) failure to timely pay wages or  
20 compensation upon termination and during employment; (9) violation of California  
21 Business and Professions Code §§17200, et seq.; and (10) violation of California's Wage  
22 Theft Prevention Act. This release does not cover the California WARN Act (Labor Code  
23 §§1400-1408) or any derivative PAGA penalties pursuant to Labor Code §2699, et seq.  
24 based upon an alleged underlying violation of Labor Code §§ 1400-1408.(¶I,4:4-16.)

25 Upon the Settlement Administrator's receipt of the Gross Settlement Amount and  
the employer's portion of payroll taxes, and after the Effective Date, Plaintiffs and the

1 LWDA only will be deemed to have released the Released Parties of and from all of the  
2 Released PAGA Claims during the PAGA Period. However, PAGA Group Members will  
3 all be bound by the settlement, judgment, and order entered by the Court as to the  
4 Released PAGA Claims, regardless of whether the PAGA Group Member submits a valid  
5 Opt-Out to the settlement. (¶VI)

6 "Released PAGA Claims" means all claims for civil penalties that could have  
7 been sought by the Labor Commissioner for the violations identified in Plaintiffs'  
8 respective Labor Code Section 2699 Notices to the LWDA, including Labor Code ¶¶201,  
9 2015.5, 202, 203, 204, 204.1, 204.2, 205.5, 210, 219, 221, 223, 224, 225.5, 226, 226.3,  
10 226.7, 256, 403, 404, 510, 512, 559, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,  
11 1198, 1199, 2802, and 2810.5. (¶I, 4:17-21.)

12 "Released Parties" means Defendant and all of its past and present owners,  
13 officers, directors, shareholders, employees, agents, assigns, attorneys, insurers, brands  
14 and concepts, parent companies, subsidiaries, and affiliates, and their respective  
15 predecessors, successors, assigns, and any individual or entity that could be jointly liable  
16 with Defendant, without limitation. (¶I, 4:22-25.)

17 The named Plaintiffs will also provide a general release and a waiver of the  
18 protections of Cal. Civ. Code §1542. (¶VII)

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

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

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

15 “The burden is on the proponent of the settlement to show that it is fair and  
16 reasonable. However ‘a presumption of fairness exists where: (1) the settlement is  
17 reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to  
18 allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
19 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91  
20 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
21 1802. Notwithstanding an initial presumption of fairness, “the court should not give  
22 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
23 116, 130. “Rather, to protect the interests of absent class members, the court must  
24 independently and objectively analyze the evidence and circumstances before it in order  
25 to determine whether the settlement is in the best interests of those whose claims will be

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

10 **A. A Presumption of Fairness Exists**

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

15 **B. The Settlement Is Fair, Adequate, and Reasonable**

16 The settlement was preliminarily found to be fair, adequate and reasonable.

17 The notice process resulted in the following:

18 Number of class members: 9,892

19 Number of notices mailed: 9,892

20 Number of undeliverable notices: 389

21 Number of opt-outs: 47

22 Number of objections: 0

23 Number of participating class members: 9,845

24 (Snow Decl. ¶¶5-14.)

25

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

5 **C. CLASS CERTIFICATION IS PROPER**

6 For the reasons set forth in the preliminary approval order certification of the  
7 Class for purposes of settlement is appropriate.

8  
9 **D. ATTORNEY FEES AND COSTS**

10 Class Counsel requests **\$500,230.55** (33%) for attorney fees and **\$68,065.23** for  
11 costs. (Motion ISO Final, 12:14-18.)

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

17 The following fee split has been agreed to herein: 19% to Verum Law Group,  
18 APC; 44% to Matern Law Group, PC; 22% to Solouki & Savoy, LLP; 6% to Rastegar  
19 Law Group, APC; and 9% to Peter Beck, PC, Alizadeh Employees Law, Prof. Corp, and  
20 The Law Office Of Robert Skripro, Jr. PC, to be split 20%, 40%, and 40%, respectively.)  
21 (Exhibit A to Supplemental Declaration of Sam Kim ISO Preliminary Approval.)

22 In the instant case, fees are sought pursuant to the percentage method. (Motion Iso  
23 Final, pgs. 23-24.) The \$500,230.55 fee request is 33% of the Gross Settlement Amount.

24 Here, the \$500,230.55 fee request represents a reasonable percentage of the total  
25 funds paid by Defendant. Further, the notice expressly advised class members of the fee

1 request, and no one objected. (Snow Decl., ¶13 and Exhibit A thereto.) Accordingly, the  
2 Court awards fees in the amount of **\$500,230.55**.

3 Class Counsel requests **\$68,065.23** in costs. This is less than the \$80,000 cap  
4 provided in the settlement agreement (¶IV.D.ii). The amount was disclosed to Class  
5 Members in the Notice, and no objections were received. (Snow Decl., ¶13 and Exhibit  
6 A thereto.)

7 Class Counsel represent that they have incurred actual costs in the amount of  
8 **\$68,065.23** (Matern Law Group, PC: \$35,656.97; Rastegar Law Group, APC: \$4,650.40;  
9 Solouki & Savoy, LLP: \$16,391.21; Alizadeh Employees Law Prof. Corp.: \$1,297.30;  
10 Law Office of Robert W. Skripko, Jr., APLC: \$2,751.67; Peter Beck, PC: \$2,024.00;  
11 Verum Law Group, APC: \$5,293.68). (Motion ISO Final Approval, 30:16-22; Matern  
12 Decl. ISO Final, ¶31; Perlman Decl. ISO Final, ¶11; Solouki Decl. ISO Final, ¶¶105-  
13 106; Alizadeh Decl. ISO Final, ¶31; Skripko Decl. ISO Final, ¶63; Beck Decl ISO Final,  
14 ¶24; Kim Decl. ISO Final, ¶25.). The costs include, but are not limited to professional  
15 services, mediation, filing fees, and service costs. (*Ibid.*)

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

18 For all of the foregoing reasons, costs of **\$68,065.23** are approved.

19 **E. SERVICE AWARDS TO CLASS REPRESENTATIVES**

20 A service (or incentive) fee award to a named class representative must be  
21 supported by evidence that quantifies the time and effort expended by the individual and  
22 a reasoned explanation of financial or other risks undertaken by the class representative.  
23 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;  
24 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395  
25 [“Criteria courts may consider in determining whether to make an incentive award

1 include: (1) the risk to the class representative in commencing suit, both financial and  
2 otherwise; (2) the notoriety and personal difficulties encountered by the class  
3 representative; (3) the amount of time and effort spent by the class representative; (4) the  
4 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the  
5 class representative as a result of the litigation. (Citations.)”].

6 Here, the settlement agreement provides for up to \$40,000 for service awards to the  
7 proposed class representatives (\$5,000 each) . (Settlement Agreement, ¶IV.D.iii .)

8 Plaintiffs have each submitted a declaration attesting to their active participation  
9 and contributions to this Action. (Escalante Decl. ¶4; McFashion Decl. ¶4; Mastro Decl.  
10 ¶5; Cruz Decl., pgs. 6-7; Ortiz Decl. ¶¶18-21; De Guia Decl. ¶¶18-21; Cerritos Decl. ¶5;  
11 Payes Decl. ¶5.).

12 In light of the above-described contributions to this action, and in  
13 acknowledgment of the benefits obtained on behalf of the class, a **\$5,000** service award  
14 to each Plaintiff for a total of **\$40,000** is reasonable and approved.

#### 16 **F. SETTLEMENT ADMINISTRATION COSTS**

17 The Settlement Administrator requests **\$47,000** in compensation for its work in  
18 administering this case. At the time of preliminary approval, costs of settlement  
19 administration were estimated at \$47,000. (¶IV.D.iv) Class Members were provided with  
20 notice of this amount and did not object. (Snow Decl., ¶13 and Exhibit A thereto.)

21 Accordingly, claims administration costs are approved in the amount of **\$47,000**.

#### 23 **IV. CONCLUSION AND ORDER**

24 The Court hereby:

- 25 (1) Grant class certification for purposes of settlement;

- 1 (2) Grant final approval of the settlement as fair, adequate, and reasonable;  
2 (3) Award **\$500,230.55** in attorney fees to Class Counsel;  
3 (4) Award **\$68,065.23** in litigation costs to Class Counsel;  
4 (5) Award **\$40,000** as Class Representative Service Awards (\$5,000 each);  
5 (6) Award **\$47,000** in claims administration costs;  
6 (7) Orders class counsel to lodge a proposed Judgment, consistent with this ruling  
7 and containing the class definition, full release language, and the names of the  
8 class members who requested exclusion by June 1, 2022;  
9 (8) Orders class counsel to provide notice to the class members pursuant to  
10 California Rules of Court, rule 3.771(b); and  
11 (9) Sets a Non-Appearance Case Review re: Final Report re: Distribution of  
12 Settlement Funds for January 17, 2023 at 10:00 a.m. Final Report is to be filed  
13 by January 9, 2023.  
14 (10) The Court approves the parties' stipulation to allow Moosa Munnee to opt-out of  
15 the settlement, notwithstanding the late submission to opt-out.

16  
17  
18 Dated: May 25, 2022

  
**AMY A. HOQUE**

Hon. Amy Hogue

Judge of the Superior Court