

FILED
LOS ANGELES SUPERIOR COURT

AUG 04 2020

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
BY N. Navarro Deputy
NANCY NAVARRO

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

FRANCISCO MEZA, on behalf of himself and
others similarly situated,

Plaintiffs,

v.

TROPICANA MANUFACTURING
COMPANY, INC.; TROPICANA PRODUCTS,
INC.; and DOES 1 to 100, inclusive.

Defendants.

Case No.: BC672737

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: August 4, 2020
Time: 9:00 a.m.
Dept.: SSC-17

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1 **I. BACKGROUND**

2 Plaintiff Francisco Meza sues his former employer, Defendants Tropicana
3 Manufacturing Company and Tropicana Products, Inc., for alleged wage and hour violations.
4 Defendant is a producer and marketer of fruit-based beverages. Plaintiffs seeks to represent
5 approximately 203 current and former hourly, nonexempt employees employed by Defendant at
6 its City of Industry Naked Juice plant from the period beginning on August 16, 2013 and ending
7 on October 25, 2019 (the date on which the Court granted preliminary approval of the
8 settlement).

9 Plaintiff filed his initial complaint on August 16, 2017. The operative First Amended
10 Complaint (“FAC”), filed July 19, 2018, adds class member Paul Martinez as an additional
11 named plaintiff, and asserts the following causes of action: (1) Failure to Pay Minimum Wage;
12 (2) Failure to Pay Overtime; (3) Meal Period Violations; (4) Wage Statement Violations; (5)
13 Waiting Time Penalties; (6) Unfair Business Practices; and (7) PAGA Penalties.

14 Following the exchange of informal discovery, on January 15, 2019, the Parties
15 participated in a full-day mediation session with mediator Rob Kaplan. The case did not settle at
16 mediation, but the parties continued to negotiate, and ultimately reached agreement regarding
17 settlement terms. They subsequently executed a long-form *Stipulation and Settlement of Class*
18 *Claims* (“Settlement Agreement”), a fully executed copy of which was filed with the Court.

19 On October 25, 2019, following supplemental briefing and revisions to the Settlement
20 Agreement, the Court granted preliminary approval, contingent on the filing of a stipulation and
21 proposed order modifying certain settlement terms. Class Counsel filed the requisite documents
22 on November 8, 2019.

23 A hearing on final approval was conducted on July 23, 2020, following which the Court
24 issued an Order requesting the parties address certain issues. These were addressed by
25 stipulation filed August 3, 2020.

1 **II. DISCUSSION**

2 **A. SETTLEMENT CLASS DEFINITION**

3 The Settlement Agreement defines “Plaintiffs” as all hourly, non-exempt employees
4 employed by Defendant Tropicana Manufacturing Company, Inc. during the Class Period at its
5 City of Industry Naked Juice plant. (Settlement Agreement ¶I.C)

- 6 • “Class Period” means the time period beginning on August 16, 2013, and ending on
7 the date preliminary approval of the settlement is granted (October 25, 2019). (¶I.I)
- 8 • “Class Members” means all Plaintiffs who do not validly exclude themselves from
9 the settlement. (¶I.H)
- 10 • The Parties stipulate to class certification for settlement purposes only. (¶X.A)
- 11 • There are 219 putative class members. (Declaration of Madely Nava ¶5.)

12 **B. TERMS OF SETTLEMENT AGREEMENT**

13 The essential terms are as follows:

- 14 • The Settlement Fund (“SF”) is **\$500,000**, with the potential for a partial reversion. (¶¶
15 X.F; pg. 11, ¶X.)
- 16 • The Payout Fund (“Net”) (**\$268,265**) is the SF minus:
 - 17 ○ Up to **\$165,000** (33 and 1/3%) for attorney fees (¶X.F.d);
 - 18 ○ Up to **\$13,500** for attorney costs (¶X.F.e);
 - 19 ○ Up to **\$13,800** for service awards to the class representatives [$\$6,900 \times 2$]
20 (¶X.F.b);
 - 21 ○ Estimated **\$20,000** for claims administration costs (¶X.F.c);
 - 22 ○ Payment of **\$15,000** (75% of \$20,000 PAGA penalty) to the LWDA (¶X.F.c); and
 - 23 ○ Estimated **\$4,435** for Defendant’s share of payroll taxes. (¶X.F.f)
- 24 • The potential for reversion arises because, under the terms agreed to, any amounts
25 allocated to Named Plaintiffs’ Service Awards, Claims Administration Costs, Attorneys’

1 Fees and Litigation Costs, and PAGA penalties not awarded by the Court shall remain the
2 property of Defendants. (pg. 11, ¶X.)

- 3 • Opt-Out/Objection Deadline. The Objection/Exclusion Deadline Date is the date 45
4 calendar days from the date of the initial notice mailing. (¶¶ X.G.5.a)
 - 5 ○ If more than 15% of Plaintiff's validly request exclusion, Defendant has the
6 option to terminate the settlement. (¶X.G.9)
- 7 • Individual Settlement Awards. The Individual Settlement Awards to be allocated to each
8 Class Member shall be calculated as follows: After deducting the amount of the Fees
9 Award, the Costs Award, the Service Awards, employer-owed payroll taxes, the
10 LWDA's share of the PAGA Payment, and settlement administration expenses that are
11 all finally approved by the Court, the remaining Payout Fund will be allocated to the
12 Class Members. To arrive at these amounts, the Payout Fund will be distributed on a pro-
13 rata basis to Class Members based on a per-workweek basis. Class Members will receive
14 their pro-rata share based on how many workweeks they worked during the Class Period
15 as compared to all workweeks worked by all Class Members during the Class Period
16 ("Workweek Totals"). The number of workweeks for each Plaintiff will be determined by
17 adding all the calendar days within the inclusive dates of employment and dividing that
18 number by seven. Any partial workweek will be expressed as a percentage of a full
19 workweek. This shall be considered each Plaintiff's "Workweek Figure." Class Members'
20 Gross Settlement Amounts will be calculated by dividing the Payout Fund by the total of
21 all Plaintiffs' Workweek Figures to arrive at a Per-Workweek Amount, and then
22 multiplying this amount by each Class Member's Workweek Figure. (¶X.F.b.1-2)
 - 23 ○ Funds associated with the Individual Settlement Awards of Unlocated Plaintiffs
24 and Plaintiffs who have submitted valid and timely requests for exclusion shall be
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1 included in the Payout Fund and will be distributed amongst Class Members in
2 accordance with the formulas above. (§X.F.e)

- 3 ▪ “Unlocated Plaintiff” means any Plaintiff whose Notice has been returned
4 as undeliverable after all procedures have been followed. Unlocated
5 Plaintiffs will not be sent individual settlement awards, but will remain
6 Class Members. (§I.J)

- 7 • Allocation. Payments will be allocated 10% to wages and 90% to non-wage penalties and
8 interest. (§X.F.c)
- 9 • Non-Cashed Settlement Checks. Any checks paid to Settlement Class Members shall
10 remain valid and negotiable for 180 days from the date of their issuance ("Check State
11 Date"). (§X.G.12) Funds associated with uncashed checks will be transferred by the
12 Settlement Administrator to the California State Controller with the identity of the Class
13 Member to whom the funds belong, to be held for the Class Member per California
14 Unclaimed Property Law, in the interest of justice. (§X.F.e)
- 15 • ILYM Group, Inc. will perform settlement administration. (§X.G.4.b)
- 16 • Notice of Final Judgement will be posted on a website maintained by the Settlement
17 Administrator or by Defendant and available for viewing by Class Members for a period
18 of 1 year following final judgment. (§X.G.10.) As discussed with counsel, the
19 preliminary approval of this settlement is contingent upon modification of this term to
20 provide that the website shall be maintained by the claims administrator.
- 21 • The proposed settlement was submitted to the LWDA on September 13, 2019.
22 (Plaintiff’s Further Briefing ISO Prelim at Ex. 7.)
- 23 • Release of Claims. As of the Effective Date, the Class Members, including Named
24 Plaintiffs, release Defendants and each of their past or present officers, directors,
25 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors.

1 consultants, insurers and reinsurers, and its and their respective successors and
2 predecessors in interest, subsidiaries, affiliates, parents and attorneys and each of their
3 company-sponsored employee benefit plans and all of their respective officers, directors,
4 employees, administrators, fiduciaries, trustees, and agents (the “Released Parties”),
5 from the “Released Claims.” For the purposes of the Agreement, “Released Claims”
6 means those arising out of, relating to, or in connection with the Class Claims pleaded or
7 that could have been pleaded under any theory of law based upon the facts set forth in
8 the Complaints of every nature and description whatsoever, known or unknown, asserted
9 or that might have been asserted whether in contract, or for violation of any California or
10 federal statute rule or regulation, based on California or federal wage-and-hour laws.
11 whether for economic damages, restitution, penalties or liquidated damages, including
12 but not limited to claims for unpaid minimum wage, straight time, bonus, or overtime
13 wages (including on a rounding, off-the-clock, or other theory), meal and rest period
14 claims, and any and all associated penalties and damages (including but not limited to
15 PAGA penalties, penalties for wage statement violations, waiting time penalties,
16 recordkeeping penalties, and liquidated damages), and claims for alleged unlawful,
17 unfair and/or fraudulent business practices under California Business and Professions
18 Code §§ 17200, et seq. based on the alleged Labor Code violations; alleged violations of
19 PAGA based on the alleged Labor Code violations; claims under the Fair Labor
20 Standards Act (“FLSA”); and interest, attorneys’ fees and/or costs, at any time during
21 the Class Period. (¶X.B)

- 22 • In addition, the Settlement Administrator shall include the following language on each
23 settlement check issued to Class Members: “By endorsing and cashing this check, I
24 consent to join the FLSA settlement class and release any claims under the Fair Labor
25 Standards Act that were pleaded or that could have been pleaded based upon the facts

1 alleged in this action,” and copies of these signed endorsements shall be provided to
2 Defendants and shall be filed with the Court as additional proof of consent, with
3 confidential information redacted, if filing the consents is requested by the Court. The
4 Released Claims expressly do not include claims for unemployment compensation,
5 workers” compensation, discrimination, or retaliation. (*Ibid.*)

- 6 • The Agreement provides that the Class Members may hereafter discover facts in
7 addition to or different from those they now know or believe to be true, but upon the
8 Effective Date, shall be deemed to have, and by operation of the Final Judgment shall
9 have fully, finally, and forever settled and released any and all of the Released Claims,
10 whether known or unknown, suspected or unsuspected, contingent or non-contingent,
11 which now exist, or heretofore have existed upon any theory of law or equity now
12 existing or coming into existence in the future, including but not limited to, conduct that
13 is intentional, with or without malice, or a breach of any duty, law or rule, without
14 regard to the subsequent discovery or existence of such different or additional facts.
15 (*Ibid.*)

- 16 • Class Representatives will additionally provide a general release, Civil Code §1542
17 waiver, and agree to not be rehired. (§X.C, D). The latter is void as against public policy
18 and the parties’ August 3, 2020 Stipulation provides that it is stricken.

19 **C. ANALYSIS OF SETTLEMENT AGREEMENT**

20 **1. Standards for Final Fairness Determination**

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

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

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

1 consider factors such as “the strength of plaintiffs' case, the risk, expense, complexity and likely
2 duration of further litigation, the risk of maintaining class action status through trial, the amount
3 offered in settlement, the extent of discovery completed and stage of the proceedings, the
4 experience and views of counsel, the presence of a governmental participant, and the reaction of
5 the class members to the proposed settlement.” (*Id.* at 128.) “Th[is] list of factors is not
6 exclusive and the court is free to engage in a balancing and weighing of factors depending on the
7 circumstances of each case.” (*Wershba supra*, 91 Cal.App.4th at pg. 245.)

8 Nevertheless, “[a] settlement need not obtain 100 percent of the damages sought in order
9 to be fair and reasonable. Compromise is inherent and necessary in the settlement process.
10 Thus, even if ‘the relief afforded by the proposed settlement is substantially narrower than it
11 would be if the suits were to be successfully litigated,’ this is no bar to a class settlement
12 because ‘the public interest may indeed be served by a voluntary settlement in which each side
13 gives ground in the interest of avoiding litigation.’” (*Wershba, supra*, 91 Cal.App.4th at pg.
14 250.)

15 **2. Does a presumption of fairness exist?**

16 a. Was the settlement reached through arm’s-length bargaining? Yes. Class
17 Counsel represents that, on January 15, 2019, the Parties participated in a full-day
18 mediation session with mediator Rob Kaplan. With the assistance of the
19 mediator, Class Counsel represents that the parties reached agreement regarding
20 terms of settlement. (Declaration of Vincent Granberry ISO Prelim ¶¶ 5, 7.)

21 b. Were investigation and discovery sufficient to allow counsel and the court to act
22 intelligently? Yes. Class Counsel represents that the Parties engaged in an
23 informal discovery exchange, which included a sample of 25% of putative class
24 members’ punch data over the course of 7,719 sample workweeks as well as
25 information regarding number of current and former employees; number of total

workweeks; number of pay periods; average date of pay; and Plaintiffs' expert witnesses' and counsel's analysis of both the aforementioned sample data and Defendants' relevant policies and procedures and employee handbooks. (*Id.* at ¶5.)

c. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶17.)

d. What percentage of the class has objected? Zero objectors. (Nava Decl., ¶12.)

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

a. 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, supra*, 168 Cal.App.4th at pg. 130.) Here, Class Counsel has provided detailed information, summarized below, regarding the strengths, weaknesses, and estimated values of the claims alleged.

Violation	Maximum Exposure
Failure to Pay Overtime	\$148,806.00
Meal Break Violations	\$2,400,000.00
Wage Statement Violations	\$542,000.00
Waiting Time Penalties	\$453,600.00
PAGA Penalties	\$3,454,406
Total	\$6,998,812.00

(Granberry Decl. ¶¶ 9-14.)

In total, Class Counsel estimated Defendant's maximum exposure at \$6,998,812. Class Counsel obtained a gross settlement valued at \$500,000, which is 7% of Defendant's maximum exposure but in excess of the claimed lost wages,

1 which total \$148,806. Given the uncertain outcomes, including the discretion
2 afforded in allowing certain penalties, this is within the “ballpark of
3 reasonableness.”

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

8 c. Risk of maintaining class action status through trial. Even if a class is certified,
9 there is always a risk of decertification. (*Weinstat v. Dentsply Intern., Inc.*
10 (2010) 180 Cal.App.4th 1213, 1226 [“Our Supreme Court has recognized that
11 trial courts should retain some flexibility in conducting class actions, which
12 means, under suitable circumstances, entertaining successive motions on
13 certification if the court subsequently discovers that the propriety of a class
14 action is not appropriate.”].)

15 d. Amount offered in settlement. As indicated above, Class Counsel negotiated a
16 \$500,000, non-reversionary settlement. Assuming the Court approves all of the
17 requested deductions, including the estimated \$4,435 for Defendant’s share of
18 payroll taxes, and assuming the \$84.46 allocated to costs of litigation and not
19 claimed by Class Counsel reverts to Defendant, approximately \$268,265 will be
20 available for automatic distribution to participating class members. The average
21 settlement share to the 219 participating class members will be approximately
22 \$1,224.95. [$\$268,265 \text{ net} \div 219 \text{ participating class members} = \$1,224.95$]

23 e. Extent of discovery completed and stage of the proceedings. As discussed
24 above, at the time of the settlement, the parties had conducted extensive
25 discovery.

1 f. Experience and views of counsel. The settlement was negotiated and endorsed
2 by Class Counsel who, as indicated above, is experienced in class action
3 litigation, including wage and hour cases. Class Counsel believes that the
4 settlement is fair, reasonable and adequate for each participating Class Member.
5 (Granberry Decl. ISO Final ¶22.)

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

7 h. Reaction of the class members to the proposed settlement.

8	Number of class members:	219
9	Number of notices mailed:	219
10	Number of undeliverable notices:	2
11	Number of opt-outs:	0
12	Number of objections:	0
13	Number of participating class members:	219

14 (Nava Decl., ¶¶ 5-13)

15 CONCLUSION: The settlement can be deemed “fair, adequate, and reasonable.” The
16 Court finds that the notice was adequate and conforms to due process requirements.

17 **3. May conditional class certification be granted?**

18 a. Standards

19 A detailed analysis of the elements required for class certification is not required, but it
20 is advisable to review each element when a class is being conditionally certified. (*Amchem*
21 *Products, Inc. v. Winsor* (1997) 521 U.S. 591, 620, 622-627.) The trial court can appropriately
22 utilize a different standard to determine the propriety of a settlement class as opposed to a
23 litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement
24 cases. (*Dunk* at 1807, FN 19.) Finally, the Court is under no “ironclad requirement” to conduct
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1 an evidentiary hearing to consider whether the prerequisites for class certification have been
2 satisfied. (*Wershba* at 240.)

3 CONCLUSION: Based on information presented to the Court prior to preliminary approval,
4 the Court finds that Class Members are numerous and ascertainable, and that a community of
5 interest exists as to the settlement class.

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7 **D. ATTORNEY FEES AND COSTS**

8 Class Counsel requests **\$165,000** (33%) for attorney fees and **\$13,415.54** for costs.
9 (Notice of Motion ISO Final at 2:19-20.)

10 In determining the appropriate amount of a fee award, courts may use the lodestar
11 method, applying a multiplier where appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22
12 Cal.4th 1084, 1095-96.) A percentage calculation is permitted in common fund cases. (*Laffitte v.*
13 *Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503.) Despite any agreement by the parties to the
14 contrary, courts have an independent responsibility to review an attorney fee provision and
15 award only what it determines is reasonable. (*Garabedian v. Los Angeles Cellular Telephone*
16 *Company* (2004) 118 Cal.App.4th 123, 128.)

17 In the instant case, fees are sought pursuant to the percentage method. (Motion ISO Fees
18 at 4:19-20.) The \$165,000 fee request is 33% of the Settlement Fund, which is average. (*In re*
19 *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 [“Empirical studies show that,
20 regardless whether the percentage method or the lodestar method is used, fee awards in class
21 actions average around one-third of the recovery.”].)

22 Here, the \$165,000 fee request represents a reasonable percentage of the total funds paid
23 by Defendant. Further, the notice expressly advised class members of the fee request, and no
24 one objected. (Nava Decl. ¶12 and Ex. A.) Accordingly, the Court awards fees in the amount of
25 **\$165,000**.

1 Fee Split. Plaintiff has consented in writing to the following fee split: 55% to the Law
2 Office of Lavi & Ebrahimian, LLP and 45% to the Law Offices of Sahag Majarian II.
3 (Plaintiff's Supp. Brief ISO Prelim at Ex. 6.)

4 As for costs, Class Counsel requests **\$13,415.54**. (Notice of Motion ISO Final at 2:19-
5 20.) This is less than the \$13,500.00 cap provided in the settlement agreement (¶X.F.e). The
6 amount was disclosed to Class Members in the Notice, and no objections were received. (Nava
7 Decl. ¶12 and Ex. A.) Class Counsel incurred actual costs in the amount of \$13,415.54.
8 (Declaration of Vincent Granberry ISO Final ¶27.) Costs include mediation (\$7,750), expert
9 costs (\$1,662.50), and complex filing fees (\$1,435). (*Ibid.*)

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

12 For all of the foregoing reasons, costs of **\$13,415.54** are approved. Pursuant to the terms
13 of settlement (see Settlement Agreement pg. 11, ¶X), the \$84.46 allocated to costs and not
14 claimed by Class Counsel, will revert to Defendant.

15 **E. INCENTIVE AWARD TO CLASS REPRESENTATIVE**

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

1 Here, the Class Representatives request enhancement awards of **\$6,900** each [**\$13,800**
2 total]. (Notice of Motion ISO Final at 2:15-16.)

3 Plaintiff Francisco Meza worked for Defendant as a non-exempt “blender” employee at
4 the Naked Juice plant in the City of Industry from approximately 2008 to August 29, 2016.
5 (Declaration of Francisco Meza ¶3.) Plaintiff represents that he has contributed to this action as
6 follows: searching for an attorney; attending an intake meeting with Class Counsel; attending
7 and participating in numerous meetings with Class Counsel regarding the claims; searching for
8 relevant documents in his possession and providing those documents to Class Counsel;
9 reviewing the discovery requests prior to propounding them on Defendant; attending the
10 mediation; and reviewing the terms of settlement. (*Id.* at ¶7.) In total, Mr. Meza estimates that
11 he has devoted approximately 25 hours to activities relating to this litigation. (*Id.* at ¶9.)

12 Plaintiff Paul Martinez worked for Defendant as a non-exempt “production operator”
13 employee at the Naked Juice plant in the City of Industry from approximately November 2011
14 until April 21, 2017. (Declaration of Paul Martinez ¶3.) Plaintiff represents that he has
15 contributed to this action as follows: searching for an attorney; attending an intake meeting with
16 Class Counsel; attending and participating in numerous meetings with Class Counsel regarding
17 the claims; searching for relevant documents in his possession and providing those documents
18 to Class Counsel; reviewing the discovery requests prior to propounding them on Defendant;
19 attending the mediation; and reviewing the terms of settlement. (*Id.* at ¶7.) In total, Mr. Martinez
20 estimates that he has devoted approximately 20 hours to activities relating to this litigation. (*Id.*
21 at ¶9.)

22 The amount sought is higher than that awarded to many Class representatives in claims
23 of this type. But, no class member objected and any amount not paid would revert to
24 Defendant. Accordingly, and light of the above-described contribution to this action, and in
25 acknowledgment of the benefits obtained on behalf of the class, **\$6,900** awards for Mr. Meza

1 and Mr. Rodriguez appear to be reasonable inducement for Plaintiffs' participation in the case
2 **[\$13,800 total]**. Accordingly, enhancement awards in the requested amounts are approved.

3 **F. CLAIMS ADMINISTRATION COSTS**

4 Claims administrator, ILYM Group, Inc., requests **\$20,000** in compensation for its work
5 in administering this case. (Nava Decl. ¶20.) At the time of preliminary approval, costs of
6 settlement administration were estimated at \$20,000. (Settlement Agreement ¶X.F.c.) Class
7 Members were provided with notice of this amount and did not object. (Nava Decl. ¶12 and Ex.
8 A.)

9 Accordingly, claims administration costs are approved in the amount of **20,000**.

10 **III. CONCLUSION AND ORDER**

11 **A. RULING**

12 The Court hereby:

- 13 (1) Grants class certification for purposes of settlement;
 - 14 (2) Grants final approval of the settlement as fair, adequate, and reasonable contingent
15 upon Defendant timely paying all settlement amounts in full, as set forth in the
16 Stipulation filed August 3, 3030. Specifically, without such payment, the releases
17 herein are null and void;
 - 18 (3) Awards **\$165,000** in attorney fees to Class Counsel,;
 - 19 (4) Awards **\$13,415.54** in litigation costs to Class Counsel;
 - 20 (5) Approves payment of **\$15,000** (75% of \$20,000 PAGA penalty) to the LWDA;
 - 21 (6) Awards **\$13,800** as Class Representative Service Awards to Plaintiffs Meza and
22 Martinez (\$6,900 each);
 - 23 (7) Awards **\$20,000** in claims administration costs to ILYM Group, Inc.;
- 24
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- 1 (8) Orders class counsel to lodge a proposed Judgment, consistent with this ruling and
2 containing the class definition, full release language, and a statement that no class
3 members opted out by August 15, 2020;
- 4 (9) Orders class counsel to provide notice to the class members pursuant to California
5 Rules of Court, rule 3.771(b); and
- 6 (10) A Non-Appearance Case Review re: Final Report re: Distribution of Settlement Funds
7 is set for July 22, 2021 at 8: 30 a.m. Final Report is to be filed by July 12, 2021.
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11 Dated:

8/4/2020



12 MAREN E. NELSON

13 Judge of the Superior Court
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