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9 Attorneys for Plaintiff, Francine D. Bibian, as an individual
10 and on behalf of all employees similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 FOR THE COUNTY OF LOS ANGELES

13 FRANCINE D. BIBIAN, as an individual and) Case No.: BC547258
14 on behalf of all employees similarly situated,) Hon. Ann I. Jones
15) Dept. 307
16 Plaintiff,)
17 vs.) CLASS ACTION
18) **NOTICE OF ENTRY OF JUDGMENT**
19 DS WATERS OF AMERICA, INC., a)
20 Delaware Corporation dba DS SERVICES OF) Date: May 24, 2016
21 AMERICA, INC., a business form unknown,) Time: 11:00 a.m.
22 and DOES 1 through 100, inclusive,) Dept.: 307
23)
24 Defendant) Action Filed: May 30, 2014
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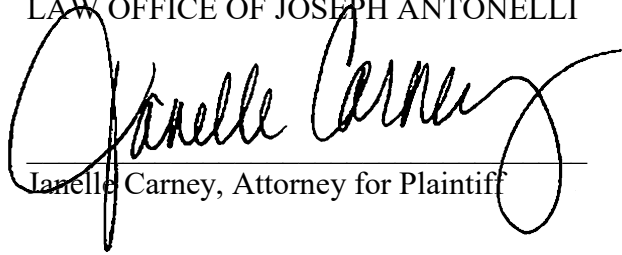
TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 26, 2016, the Honorable Lisa Hart Cole, entered the Final Judgment in the herein action. A true and correct copy of the Judgment is attached hereto as **Exhibit 1**.

Dated: August 30, 2016

LAW OFFICE OF JOSEPH ANTONELLI

By:

A handwritten signature in black ink, appearing to read "Janelle Carney". The signature is written in a cursive style with a large loop at the end.

Janelle Carney, Attorney for Plaintiff

EXHIBIT 1

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10 and on behalf of all employees similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF LOS ANGELES

13 FRANCINE D. BIBIAN, as an individual and
14 on behalf of all employees similarly situated,

15 Plaintiff,

16 vs.

17 DS WATERS OF AMERICA, INC., a
18 Delaware Corporation dba DS SERVICES OF
19 AMERICA, INC., a business form unknown,
20 and DOES 1 through 100, inclusive,

21 Defendant

Case No.: BC547258
Hon. Ann I. Jones – Dept. 307

CLASS ACTION

~~PROPOSED~~ JUDGMENT

Date: May 24, 2016
Time: 11:00 a.m.
Dept.: 307

Action Filed: May 30, 2014

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 26 2016

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Navarro, Deputy

RECEIVED
Central Civil West

AUG 11 2016

By: I. Arellanes

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[PROPOSED] JUDGMENT

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JUDGMENT


In accordance with, and for reason stated in, the Order Granting Motion for Final Approval of Class Action Settlement, judgement shall be entered whereby Representative/Named Plaintiff and all Settlement Class Members shall take nothing from Defendant, except as expressly set forth in the Stipulation, which was previously filed, as part of the Plaintiff's Motion for Preliminary Approval of Class Action Settlement. A true and correct copy of the Court's Order Granting Final Approval of Class Action Settlement, entered on May 24, 2016, is attached hereto as **Exhibit 1**.

Pursuant to California Code of Civil Procedure § 664.6 and California Rules of Court, Rule 3.769(h), this Court reserves exclusive and continuing jurisdiction over this action, the Representative/Named Plaintiff, Class Members and Defendant, for the purposes of:

- (a) Supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) Supervising distribution of amounts paid under this Settlement.

IT HEREBY ORDERED, ADJUDGED AND DECREED:

DATED: AUG 26 2016



JUDGE OF THE SUPERIOR COURT
LISA HART COLE

EXHIBIT 1

FILED
LOS ANGELES SUPERIOR COURT
MAY 24 2016
BY N. Navarro Deputy
NANCY NAVARRO

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

FRANCINE D. BIBIAN, as an individual and
on behalf of all employees similarly situated,

Plaintiff,

v.

DS WATERS OF AMERICA, INC., a
Delaware Corporation dba DS SERVICES OF
AMERICA, INC., a business form unknown,
and DOES 1 through 100, inclusive,

Defendant.

Case No.: BC547258

ORDER GRANTING
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT

Date: May 24, 2016
Time: 11:00 a.m.
Dept.: 307

I. BACKGROUND

This is a wage and hour class action filed by Plaintiff Francine Bibian ("Plaintiff"), on behalf of herself and similarly situated employees of Defendant DS Waters of America, Inc. ("Defendant").

The Fourth Amended Complaint (filed September 14, 2015) alleges causes of action for: (1) Recovery of Unpaid Wages & Penalties; (2) Failure to Pay Wages of Terminated or Resigned Employees; (3) Unfair Competition; (4) Failure to Provide Accurate Wage Statements; (5) Failure to Pay All Wages Due to Illegal Rounding; (6) Violation of Labor Code §226(b)(c); (7)

1 Penalties under PAGA; (8) Failure to Provide Meal Periods; (9) Failure to Provide Rest Periods;
2 and (10) Unpaid Wages and Overtime Wages Under the FLSA.

3 Following mediation, the parties entered into a *Joint Stipulation of Settlement and*
4 *Release Between Plaintiff and Defendant* ("Settlement Agreement") and sought preliminary
5 approval. The Court granted preliminary approval on September 30, 2015.

6 The hearing for the motion for final approval was originally set for March 23, 2016. The
7 Court issued a checklist on March 15, 2016 and requested that the parties submit supplemental
8 briefing by May 10, 2016. The parties submitted supplemental declarations that address the
9 Court's concerns.

10 Now before the Court is the motion for final approval of the settlement agreement.

11 **II. DISCUSSION**

12 **A. SETTLEMENT CLASS DEFINITION**

13 Solely for purposes of settlement, the parties stipulate to class certification. (Settlement
14 Agreement, ¶6) The proposed settlement classes are:

- 15
- 16 • Class 1: "All hourly non-exempt Telesales Representative Employees who are or were
17 employed by DS Services and who worked in California at any time during the Class
18 Period who did not execute a Release with Defendant and were entitled to unpaid wages
19 as determined by Defendant during its review of employment records conducted during
20 2014 and which wages have been paid by Defendant, approximately 26 persons."

21 (Settlement Agreement, ¶4.a.)

- 22 • Class 2: "All hourly non-exempt Telesales Representative Employees who are or were
23 employed by DS Services and who worked in California at any time during the Class
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1 Period and executed a Release with Defendant and received a settlement payment from
2 Defendant, approximately 62 persons.” (*Id.* at ¶4.b.)

- 3 • Class 3: “All hourly non-exempt Telesales Representative Employees who are or were
4 employed by Defendant and who worked in California at any time during the Class
5 Period who did not execute a Release with Defendant and were not entitled to any
6 unpaid wages as determined by Defendant during its employment records conducted
7 during 2014, approximately 32 persons. (*Id.* at ¶4.c.)
- 8 • The “Class Period” is defined as May 30, 2010 to June 30, 2015. (*Id.* at ¶5.)

9
10 **B. TERMS OF SETTLEMENT AGREEMENT**

11 A copy of the fully executed Settlement Agreement is attached to the Declaration of
12 Joseph Antonelli re: Preliminary Approval as Exhibit 1. Its essential terms are as follows:

- 13 • The Gross Settlement Amount is \$275,000, non-reversionary. ¶¶14, 15.e.
 - 14 • The Net Settlement Amount (\$132,000) is the Gross Settlement Amount minus the
15 following (¶14):
 - 16 ○ Up to \$82,500 (30% of the Gross Settlement Amount) for attorney fees (¶14.b) ;
 - 17 ○ Up to \$30,000 for attorney costs (¶14.b);
 - 18 ○ Up to \$15,000 for an enhancement award to the sole named Plaintiff (¶14.c);
 - 19 ○ Up to \$8,000 for claims administration costs (¶14.e); and
 - 20 ○ \$7,500 in PAGA penalties (of \$10,000) payable to the LWDA (¶14.d).
 - 21 • Defendant’s portion of employment taxes will be paid separately from the gross
22 settlement amount. ¶14.f.
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- 1 • To receive a settlement share, a class member need not do anything. All class members
2 who do not submit a valid and timely request for exclusion will receive a settlement
3 payment based on the number of workweeks during the class period. ¶15.c.iv.
 - 4 ○ If the total number of employment weeks is determined to be less than 5% greater
5 than the Estimated Total Employment Weeks,¹ there will be no change to the
6 gross settlement fund. ¶15.i.iii. If the total number of employment weeks is
7 greater than 5% of the Estimated Total Employment Weeks, then Plaintiff may
8 void this agreement and the parties may return to status quo and resume litigation.
- 9 • For tax purposes, 20% of the payments will be allocated as wages for which W-2 forms
10 will be issued, and 80% will be allocated as penalties and interest for which form 1099s
11 will be issued. ¶15.g.²
- 12 • Checks will be valid for 180 days from the date of issuance. ¶15.e.
- 13 • Funds attributable to uncashed checks will be distributed to the State of California,
14 California Department of Industrial Relations Unpaid Wage Fund. ¶15.e.
- 15 • The claims administrator is not identified in the settlement agreement. ¶19.³
- 16 • The named Plaintiff and participating class members will release certain claims against
17 Defendant. (Addendum to Joint Stipulation, Settlement Agreement, ¶27.) The parties
18 also added an Addendum to the effect that the cashing of a settlement check will be
19 considered an opt-in to the settlement of all related federal wage hour claims under the
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23 ¹ The Estimated Total Employment Weeks from May 30, 2010 to June 30, 2015 is 9,824 work weeks. Class
24 1 is calculated to have 2,988 work weeks; class 2 has 5,539 work weeks; and Class 3 has 1,297 work weeks.
(Settlement Agreement, ¶15.i.i.)

25 ² The Notice breaks this down further to 40% penalties and 40% interest. (Notice, §E.1.)

³ The Notice provides that Dahl Administration is the claims administrator. (Notice, §C.) Exhibit 3 of the
Motion for Preliminary Approval also provides information on Dahl Administration.

1 FLSA. The named Plaintiff will also provide a general release and Civil Code §1542
2 release. (Id. at ¶¶28-29.)

- 3 • Notice of final judgment will be posted on the class counsel's webpage for 60 days
4 (www.antonellilaw.com). (Supplemental Antonelli Declaration, ¶5.)

5 **C. ANALYSIS OF SETTLEMENT AGREEMENT**

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

7 "Before final approval, the court must conduct an inquiry into the fairness of the proposed
8 settlement." CRC 3.769(g). "If the court approves the settlement agreement after the final
9 approval hearing, the court must make and enter judgment. The judgment must include a provision
10 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
11 The court may not enter an order dismissing the action at the same time as, or after, entry of
12 judgment." CRC 3.769(h).

13
14 "In a class action lawsuit, the court undertakes the responsibility to assess fairness in order
15 to prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action.
16 The purpose of the requirement [of court review] is the protection of those class members,
17 including the named plaintiffs, whose rights may not have been given due regard by the negotiating
18 parties." See Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America (2006) 141 Cal.
19 App.4th 46, 60 (internal quotation marks omitted); see also Wershba v. Apple Computer, Inc.
20 (2001) 91 Cal.App.4th 224, 245 (Court needs to "scrutinize the proposed settlement agreement to
21 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud
22 or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as
23 a whole, is fair, reasonable and adequate to all concerned") (internal quotation marks omitted).
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1 “The burden is on the proponent of the settlement to show that it is fair and reasonable.
2 However ‘a presumption of fairness exists where: (1) the settlement is reached through arm’s-
3 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
4 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors
5 is small.’” See Wershba at 245 (citing Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1802.
6 Notwithstanding an initial presumption of fairness, “the court should not give rubber-stamp
7 approval.” See Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130. “Rather, to
8 protect the interests of absent class members, the court must independently and objectively analyze
9 the evidence and circumstances before it in order to determine whether the settlement is in the best
10 interests of those whose claims will be extinguished.” *Id.* In that determination, the court should
11 consider factors such as “the strength of plaintiffs’ case, the risk, expense, complexity and likely
12 duration of further litigation, the risk of maintaining class action status through trial, the amount
13 offered in settlement, the extent of discovery completed and stage of the proceedings, the
14 experience and views of counsel, the presence of a governmental participant, and the reaction of
15 the class members to the proposed settlement.” *Id.* at 128. “Th[is] list of factors is not exclusive
16 and the court is free to engage in a balancing and weighing of factors depending on the
17 circumstances of each case.” Wershba at 245.

19 Nevertheless, “[a] settlement need not obtain 100 percent of the damages sought in order
20 to be fair and reasonable. Compromise is inherent and necessary in the settlement process. Thus,
21 even if ‘the relief afforded by the proposed settlement is substantially narrower than it would be
22 if the suits were to be successfully litigated,’ this is no bar to a class settlement because ‘the public
23 interest may indeed be served by a voluntary settlement in which each side gives ground in the
24 interest of avoiding litigation.’” *Id.* at 250.
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2. **Does a presumption of fairness exist?**

- a. Was the settlement reached through arm's-length bargaining? Yes. The parties engaged in a full-day mediation with Michael Dickstein, extensive review of data and numerous post-mediation negotiations and settlement discussions. (Antonelli Decl. re: Preliminary Approval, ¶¶8, 13.)
- b. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Plaintiff served requests for production, special interrogatories, and form interrogatories, for which Defendant served responses. (*Id.* at ¶8.) Plaintiff served a notice of deposition to Defendant's Person Most Qualified, which Defendant objected to. (*Id.*) Prior to mediation, Defendant provided time records, payroll records, personnel files, and Defendant's policies and procedures. (*Id.*) Plaintiff also hired an expert to review the data and compile damage calculations, and Plaintiff prepared an exposure analysis. (*Id.*)
- c. Is counsel experienced in similar litigation? Yes. Class counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶4-6.)
- d. What percentage of the class has objected? Zero. (Supplemental Kelly Kratz Declaration, ¶11.)

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

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

- a. Strength of Plaintiffs' case. "The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement." See Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130. Here, Plaintiff estimates that the exposure is \$73,000 for the overtime and wage claim; \$9,000 for

1 the meal break claim; \$144,000 for the rest break claim; \$48,750 for the pay stub
2 penalty; \$65,000 for the waiting time penalty; and \$1,300 for the debit card claim.
3 (Antonelli Decl. re: Preliminary Approval, ¶10.A.) Class counsel believes the full
4 exposure at trial for the class members would be \$341,050. (*Id.*) Thus, the gross
5 settlement amount of \$275,000 is approximately 80% of the estimated exposure.
6 (*Id.*) As for the PAGA claim, the full exposure is estimated to be \$3.8 million, but
7 class counsel predicts that there is only a 27% of recovering under PAGA. (*Id.*) As
8 such, the parties settled for \$10,000 on the PAGA claim. Defendant argued that it
9 could defeat class certification; it had a good faith defense as to the regular rate
10 calculation claim for the failure to pay wages claim; it calculated the regular rate of
11 pay properly as it included all nondiscretionary remuneration; time records reveal
12 minimal to no overtime hours worked for the failure to pay wages claim; Plaintiffs
13 would be unable to prove “injury” for the pay stub claim, plus the pay stubs were
14 legally compliant; it had a good faith defense for waiting time penalty claims; and it
15 believed it was in substantial compliance with the meal period practices and rest
16 break practices. (*Id.* at ¶10(a).)

- 17
- 18 b. Risk, expense, complexity and likely duration of further litigation. Given the nature
19 of the class claims, the case is likely to be expensive and lengthy to try. Procedural
20 hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as
21 well as any recovery by the class members.
- 22 c. Risk of maintaining class action status through trial. Even if a class is certified, there
23 is always a risk of decertification. See *Weinstat v. Dentsply Intern., Inc.* (2010) 180
24 Cal.App.4th 1213, 1226 (“Our Supreme Court has recognized that trial courts should
25

1 retain some flexibility in conducting class actions, which means, under suitable
2 circumstances, entertaining successive motions on certification if the court
3 subsequently discovers that the propriety of a class action is not appropriate.”).

4 d. Amount offered in settlement. As indicated above, the Gross Settlement Amount
5 is \$275,000. According to the Motion for Final Approval, Class 1 members will
6 receive on average \$3,873 (highest payout at \$7,890); Class 2 members will receive
7 on average \$478 (highest payout of \$1,447); and each Class 3 member will receive
8 a flat rate of \$50. (Motion for Final Approval at pp.3-4.)

9 e. Extent of discovery completed and stage of the proceedings. As discussed above,
10 at the time of the settlement, Plaintiffs had conducted extensive discovery.

11 f. Experience and views of counsel. The settlement was negotiated and endorsed by
12 class counsel who, as indicated above, is experienced in class action litigation,
13 including wage and hour cases.

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

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

16 Number of class members: 120⁴
17 Number of notices mailed: 120⁵
18 Number of undeliverable notices: 9⁶
19 Number of opt-outs: 0⁷ (0%)
20 Number of objections: 0⁸ (0%)
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24 ⁴ Supplemental Kratz Declaration, ¶4.
25 ⁵ Supplemental Kratz Declaration, ¶6.
⁶ Supplemental Kratz Declaration, ¶7.
⁷ Supplemental Kratz Declaration, ¶10.
⁸ Supplemental Kratz Declaration, ¶11.

1 On October 20, 2015, Defendants provided Dahl with an Excel file of 120 class members.
2 (Supplemental Kratz Declaration, ¶4.) Dahl processed the class list through the NCOA database
3 to update addresses for class members. (*Id.*, ¶5.) On November 9, 2015, the notices packets were
4 mailed by first class U.S. mail to all class members, with a response deadline of December 24,
5 2015. (*Id.*, ¶6.) As of May 1, 2016, 25 notice packets were returned as undeliverable for which
6 Dahl conducted address searches. (*Id.*, ¶7.) Total, 9 notice packets remain undeliverable. (*Id.*)
7 Dahl received 1 notice packet re-mail request from class members. (*Id.*, ¶9.)

8 Dahl received 0 request for exclusion and 0 objections. (*Id.*, ¶¶10-11.) Thus, the settlement
9 appears to have been favorably received by the class members.

10 CONCLUSION: The settlement can be deemed “fair, adequate, and reasonable.”

11
12 **D. ATTORNEY FEES AND COSTS**

13 Class counsel, LAW OFFICE OF JOSEPH ANTONELLI, requests \$82,500 for attorney
14 fees and up to \$30,000 for costs. The timekeeping record for class counsel is attached as Exhibit 1
15 to the Supplemental Antonelli Declaration.

16 The lodestar calculation is as follows:⁹

17

Timekeeper	Hours	Hourly Rate	Total Lodestar
Joseph Antonelli (Partner)	212.6	\$800	\$170,080
Janelle Carney (Partner)	72.2	\$650	\$46,930
Jason Hatcher (Former Associate Attorney)	33.6	\$450	\$15,120
TOTAL	317.3		\$232,130

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23 ⁹ See Antonelli Declaration re: Final Approval, ¶¶48-53. The declaration provides that the total hours
24 worked is 212.6 hours for a total lodestar of \$226,210. *Id.*, ¶53. However, the Court has calculated the hours to be
slightly higher at 317.3 hours and thus the lodestar amount is higher at \$232,130.

25 In the Supplemental Antonelli Declaration, class counsel states that the total hours worked on this case to
include the supplemental briefing for this motion is 348.80 hours, for a total lodestar of \$256,210. (Suppl. Antonelli
Declaration, ¶3.)

1 Based on a review of class counsel's declarations and time-keeping records, the hours spent
2 on the tasks performed appear to be reasonable for this nearly 2-year-old+ case. (See Supplemental
3 Antonelli Declaration, ¶4; Ex. 1.) The hourly rates charged also appear to be reasonable and in
4 line with prevailing rates in the community. (Antonelli Declaration re: Final Approval, ¶¶49-52.)
5 Class counsel states that the current lodestar is \$226,210. (*Id.*, ¶53.) (Including the hours worked
6 on the supplemental papers for this motion, the lodestar is \$256,210.)

7 The \$82,500 fee request is less than the lodestar.

8 Applying the cross-check, the fee request represents 30% of the gross settlement amount.
9 This percentage is within the ballpark of the average 33.33% generally awarded in class actions.
10 See In re Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, FN13 ("Empirical studies
11 show that, regardless whether the percentage method or the lodestar method is used, fee awards
12 in class actions average around one-third of the recovery."); see also Laffitte v. Robert Half
13 International Inc. (2014) 231 Cal.App.4th 860, 878 (holding that "the trial court's use of a
14 percentage of 33 1/3 percent of the common fund is consistent with, and in the range of, awards
15 in other class action lawsuits").
16

17 Further, the notice expressly advised class members of the fee request, and not a single
18 class member objected to it (or to any other aspect of the settlement for that matter). (Notice,
19 §E.1.)

20 As for costs, class counsel requests up to \$30,000, which is the settlement cap of requested.
21 (Antonelli Declaration re: Final Approval, ¶54, Ex. 1 [Costs].) Class counsel states that the actual
22 costs incurred are \$21,023.65. (*Id.*) This includes costs for mediation, expert fees, outside
23 contractor, messenger, outside consultant, filing fees, photocopies, research, jury fees, FedEx,
24 postage, fax, and travel costs. (*Id.*, Ex. C.) The notice advised the class members on the attorney's
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1 costs request of up to \$30,000, and not a single class member objected. (Notice, §E.1.) Thus,
2 costs awarded will be reduced to the actual costs incurred, \$21,023.65.

3 For all of the foregoing reasons, the fee request in the amount of **\$82,500** and costs of
4 **\$21,023.65** may be approved.

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

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

16 Here, the named Plaintiff requests incentive award in the amount of \$15,000.

17 In her declaration, Plaintiff Francine D. Bibian states that she believes the settlement has
18 produced an excellent benefit for class members. (Bibian Decl., ¶4.) She states that she spent
19 between 150 to 200 hours on this action and that she accepted the potential risk of being liable for
20 Defendant’s costs if the action were unsuccessful. (*Id.*, ¶5.) She also states that she risked her
21 job at Defendant, and eventually had to resign. (*Id.*) Furthermore, she points out that she is
22 providing a general release, which other class members are not doing. (*Id.*)

23 In light of the above, as well as the benefits obtained on behalf of the class after
24 approximately 2 years of litigation, a reduced amount of **\$10,000** for the class representative
25 appears to be a reasonable inducement for the named Plaintiff’s participation in this case.

1 **F. CLAIMS ADMINISTRATION COSTS**

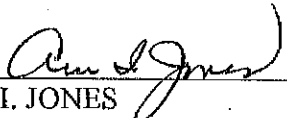
2 The claims administrator requests \$7,122, which is less than the \$8,000 cap.
3 (Supplemental Kratz Declaration, ¶12; Antonelli Decl. re: Final Approval, ¶54.) Given the tasks
4 performed (and still to be performed), this amount appears to be reasonable. The \$8,000 amount
5 was also disclosed to class members and deemed unobjectionable. (Supplemental Kratz
6 Declaration, Ex. A [Notice], §E.1.) Claims administration costs in the reduced amount of \$7,122
7 may therefore be approved.

8 **III. CONCLUSION AND ORDER**

9 **A. TENTATIVE RULING**

- 10 (1) Grant class certification for purposes of settlement;
- 11 (2) Grant final approval of the settlement as fair, adequate, and reasonable;
- 12 (3) Award \$82,500 in attorney fees and \$21,023.65 in costs to class counsel;
- 13 (4) Award \$10,000 as an incentive award to the sole class representative;
- 14 (5) Award \$7,122 claims administration costs to Dahl Administration;
- 15 (6) Award \$7,500 to California's Labor and Workforce Development Agency;
- 16 (7) Order class counsel to file a proposed Order and Judgment, consistent with this ruling by
17 May 27, 2016.
- 18 (8) Order class counsel to provide notice to the class members pursuant to California Rules of
19 Court, rule 3.771(b).
- 20 (9) A Non-Appearance Case Review re: Final Report re: Distribution of Settlement Funds is
21 set for November 28, 2016, at 8:30 am. Final Report is to be filed by
22 November 21, 2016.

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25 Dated: 5-24-16


ANN I. JONES

Judge of the Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On August 30, 2016, I served the foregoing document described as:

NOTICE OF ENTRY OF JUDGMENT

on INTERESTED PARTIES in this action as stated below:

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XX CASE ANYWHERE: A true and correct copy of the above document was electronically served on counsel of record by transmission to the Case Anywhere system.

Executed on August 30, 2016 at Chino Hills, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Lynette Gonzalez