

Preliminary Approval of Class Action Settlement  
Department SSC-9  
Hon. Elaine Lu

**FILED**  
Superior Court of California  
County of Los Angeles  
02/26/2026

David W. Slayton, Executive Officer / Clerk of Court

By:                     M. Zavala                     Deputy

**Hermosillo v. Air-City, Inc., et al.**

**Case No.: 22STCV07714 (consolidated with 22STCV06252)**

Hearing: February 26, 2026 (continued from December 18, 2025)

**FINAL RULING**

The Parties' Motion for Preliminary Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms of the Settlement Agreement are:

- The Gross Settlement Amount ("GSA") is **\$675,000**, non-reversionary. (¶1.K)
- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
  - Up to **\$236,250 (35%)** for attorney fees (¶3.2.2);
  - Up to **\$35,000** for litigation costs (*ibid.*);
  - Up to **\$7,500** for a Service Payment to the Named Plaintiff (¶1.CC);
  - Up to **\$7,490** for settlement administration costs (¶1.DD); and
  - \$20,000 PAGA penalty (**\$15,000** or 75% to the LWDA; and **\$5,000** or 25% to the Aggrieved Employees. (¶1.O)
- Defendants will pay their share of taxes separate from the GSA. (¶1.K)
- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **05/12/2026** and will be heard on **06/11/2026 at 8:30 a.m.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review is set 05/19/2026, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

### **BACKGROUND**

This is a wage and hour class action. On March 3, 2022, Plaintiff Hector Hermosillo filed this putative wage-and-hour class action, alleging that Defendants SEKO Worldwide LLC and Air-City, Inc., *inter alia*, failed to pay overtime and minimum wages; failed to provide compliant meal and rest periods or compensation in lieu thereof; waiting time penalties; wage statement violations; violated Labor Code section 2802; failed to timely pay wages; and engaged in unfair competition based on the alleged Labor Code violations.

On February 18, 2022, Hermosillo filed the PAGA action, Case No. 22STCV06252, alleging Plaintiff Hermosillo's related representative allegations and claims for civil penalties under PAGA (the "PAGA Action").

On August 8, 2022, the Court found the class action and the PAGA Action related and designated the class action as the lead action. On August 8, 2023, the Court consolidated the Class Action and the PAGA Action for all purposes.

On August 22, 2024, Plaintiff Hermosillo amended the Complaint in the Action to add Elizabeth Rivera as an additional named Plaintiff.

On September 9, 2024, the Parties participated in an initial unsuccessful mediation session before Hon. Daniel Buckley (Ret.). On May 9, 2025, the Parties participated in a second mediation session before Hon. Daniel Buckley (Ret.), where the Parties reached the Settlement to resolve the Action.

A copy of the Settlement Agreement was filed with the Court on September 2, 2025 attached to the Declaration of Jasmine K. Gill ("Gill Decl."), as Exhibit 1.

However, Plaintiffs' Counsel could not locate Mr. Hermosillo to obtain his signature on the Settlement Agreement. Despite extensive efforts and several continuances, Plaintiffs' Counsel we're unable to locate Mr. Hermosillo.

On or about January 26, 2026, Plaintiff filed a request for dismissal of Mr. Hermosillo pursuant to California Rules of Court, Rule 3.770, and on or about January 29, 2026, this Court granted Plaintiffs' request for dismissal of Mr. Hermosillo from this action.

On December 18, 2025, the court continued preliminary approval for further briefing. In response, on February 11, 2026, counsel filed a fully executed Amended Settlement Agreement attached to the Declaration of Ashlie E. Fox ("Fox Dec.") as Exhibit 1.

Now before the Court is Plaintiff's Motion for Preliminary Approval of the Settlement Agreement filed on February 11, 2026.

### **SETTLEMENT CLASS DEFINITION**

- “Settlement Class”, “Settlement Class Members” or “Class Members” means Plaintiff Rivera, Hermosillo, and as well as all persons currently or formerly employed by Defendants SEKO Worldwide LLC and Air-City, Inc. that were directly hired by SEKO Worldwide LLC and/or Air-City, Inc. as non-exempt, hourly-paid employees during the Class Period in the State of California. (¶1.FF)
  - “Class Period” means the period from February 18, 2018 through May 9, 2025. (¶1.D)
- “Aggrieved Employees” or “PAGA Employees” means Plaintiff Rivera, Hermosillo, and all non-exempt, hourly-paid employees of Defendants SEKO Worldwide, LLC and Air-City, Inc. that were hired directly by SEKO Worldwide LLC and/or Air-City, Inc. and who worked during the PAGA Period in California. (¶1.B)
  - “PAGA Period” means the period from February 18, 2018 through the end date of the Class Period. (¶1.S)
- The parties stipulate to class certification for settlement purposes only. (¶4.)

### **TERMS OF SETTLEMENT AGREEMENT**

#### The essential terms are as follows:

- The Gross Settlement Amount (“GSA”) is **\$675,000**, non-reversionary. (¶1.K)
  - Defendants represent that there are no more than 20,074 Workweeks worked by Class Members during the Class Period. In the event the number of Workweeks worked increases by more than 10%, or 2,007 Workweeks worked (i.e., collectively more than 22,081 workweeks), then the GFV shall be increased proportionally by the Workweeks worked in the Class Period in excess of 22,081 Workweeks multiplied by the Workweek Value. The Parties agree that the Workweek Value amounts to and the settlement amounts to \$33.63 per Workweek. Thus, for example, should there be 30,000 Workweeks worked by Class Members in the Class Period, then the GFV shall be increased by \$226,315.97.  $((30,000 \text{ Workweeks} - 22,081 \text{ Workweeks}) \times \$33.63 \text{ per Workweek.})$ . (¶17)
- The Net Settlement Amount (“Net”) (**\$373,760**) is the GSA minus the following:
  - Up to **\$236,250 (35%)** for attorney fees (¶3.2.2);
  - Up to **\$35,000** for litigation costs (*ibid.*);
  - Up to **\$7,500** for a Service Payment to the Named Plaintiff (¶1.CC);
  - Up to **\$7,490** for settlement administration costs (¶1.DD); and
  - Payment of **\$15,000** (75% of \$20,000 PAGA penalty) to the LWDA. (¶1.O)
- Defendants will pay their share of taxes separate from the GSA. (¶1.K)
- Funding of Settlement: Within fourteen (14) calendar days after the Final Approval Date, Defendants shall deposit the Gross Settlement Amount in the amount of Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) (or escalated GFV should the same be escalated pursuant to Paragraph 17) along with the full amount of employer’s share of taxes to the Settlement Administrator (i.e., Employer’s Taxes) pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for

distribution in accordance with this Agreement and the Court's orders and subject to the conditions described herein. (¶11.B)

- Distribution of Settlement: No more than seven (7) calendar days after payment of the full Gross Settlement Amount by Defendants (as the same may be increased to in accordance with Paragraph 17), as well as Employer Taxes, the Settlement Administrator shall distribute all payments due under the Settlement, including the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments for the Incentive Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to the LWDA. (¶11.C)
- There is no claim form requirement. (Notice, pg. 1)
- Individual Settlement Payment Calculation: To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Share = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount. (¶10.C)
  - Tax Allocation: 20% as wages and 80% as interest and penalties. (¶14.A)
- PAGA Payments: To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = ([Aggrieved Employee's Pay Periods ÷ PAGA Pay Periods] x \$5,000.00) (the "PAGA Payment"). (¶10.E)
  - Tax Allocation: 100% penalties. (¶14.A)
- "Response Deadline" means the deadline for Settlement Class Members to mail any Requests for Exclusion, objections, or Workweek disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute or objection. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, objection, or Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator shall inform the Class Member of the extended deadline with the re-mailed Class Notice. (¶1.AA)
  - Not including the opt outs of any Class Members and employees who already have pending lawsuits against Defendants and choose to opt out of this Settlement, if more than 10% of Class Members validly opt out of the class, Defendants will have the right to void the Settlement. (¶18)
- Uncashed Settlement Checks: Individual Settlement Payment checks and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after

expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be transmitted to the State Controller Unclaimed Property Division in the name of the Participating Class Member or Aggrieved Employee to whom the check had been issued, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure section 384, subdivision (b), as amended. (¶11.A)

- The settlement administrator will be Apex Class Action Administration. (¶1.EE)
- The proposed Settlement was submitted to the LWDA on September 2, 2025. (Gill Decl., Exhibit 4. ) The proposed Amended Settlement was submitted to the LWDA on February 6, 2026. (Fox Decl., Exhibit 2. )
- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

### **ANALYSIS OF SETTLEMENT AGREEMENT**

#### **A. Does a presumption of fairness exist?**

1. Was the settlement reached through arm’s-length bargaining? Yes. On September 9, 2024, the Parties participated in an initial unsuccessful mediation session before Hon. Daniel Buckley (Ret.). (Gill Decl., ¶11.) On May 9, 2025, the Parties participated in a second mediation session before Hon. Daniel Buckley (Ret.), where the Parties reached the Settlement to resolve the Action. (*Ibid.*)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that prior to the mediation, Plaintiff and Defendants engaged in both formal and informal discovery and Defendants provided Class Counsel with, among other things: (1) all relevant employee handbooks and wage-and-hour policies in effect during the Class Period; (2) the number of current and former non-exempt employees of Defendants in the Class Period and the number of current and former non-exempt employees of Defendants in the PAGA Period; (3) a sampling of time and payroll records for the estimated 294 Class Members; (4) information regarding job titles in effect during the Class Period; (5) class data points and class contact information; (6) a meal period waiver exemplar; and (7) all documents pertaining to Plaintiff that Defendants were able to retrieve. (*Id.* at ¶10.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel represents that they are experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶¶83-89; Fox Decl., ¶¶10-18.)

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

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

#### **B. Is the settlement fair, adequate, and reasonable?**

1. Strength of Plaintiff’s case. “The most important factor is the strength of the case for Plaintiff on the merits, balanced against the amount offered in settlement.” (*Kullar v. Foot*

*Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 130.) Here, Class Counsel has provided detailed analysis, summarized below, of the estimated values of the claims asserted:

<b>Violation</b>	<b>Maximum Exposure</b>	<b>Discounted Exposure</b>
Unpaid Wages	\$342,382.88	\$342,382.88
Unpaid Overtime (Off-the-clock)	\$667,596.13	\$667,596.13
Underpaid Overtime	\$51,339.96	\$51,339.96
Underpaid Vacation/Sick Pay	\$746,298.00	\$746,298.00
Meal Break Violations	\$214,312.66	\$214,312.66
Unpaid Second Meal Periods	\$131,484.90	\$131,484.90
Rest Break Violations	\$1,295,199.75	\$1,295,199.75
Business Expenses	\$29,400.00	\$29,400.00
Wage Statement Violations	\$904,400.00	\$904,400.00
Waiting Time Penalties	\$930,384.00	\$930,384.00
PAGA	\$6,615,700.00	\$1,323,140.00
<b>TOTAL</b>	<b>\$11,928,498.28</b>	<b>\$6,635,938.28</b>

(Gill Decl. ¶¶ 20-56.)

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

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

4. Amount offered in settlement. Plaintiff’s counsel obtained a \$675,000 non-reversionary settlement. The \$675,000 settlement amount constitutes approximately 5.66% to 10.17% of Defendant’s maximum and discounted exposure. Given the uncertain outcomes, the settlement appears to be within the “ballpark of reasonableness.”

The \$675,000 settlement amount, if reduced by the requested deductions, will leave \$363,760 to be divided among approximately 294 class members. The resulting payments will average \$1,237.28 per class member. [ $\$363,760 / 294 = \$1,237.28$ ].

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

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

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

8. Reaction of the class members to the proposed settlement. The class members’ reactions will not be known until they receive notice and are afforded an opportunity to object,

opt-out and/or submit claim forms. This factor becomes relevant during the final fairness hearing.

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

**C. Scope of the release**

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer’s Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members will release the Released Parties of all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in the Action, or that could have been brought by Plaintiff in the Action, except for any claim(s) for civil penalties under PAGA (the “Class Released Claims”). (¶7.A)

- Aggrieved Employees and the LWDA (to the extent permitted by law) will release the Released Parties only claims for civil penalties under PAGA brought in the Action and alleged in the PAGA Notices filed with the LWDA on August 23, 2021 and June 10, 2024 by Hermosillo and Plaintiff, which arose during the PAGA Period (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims”. (¶7.B)
- The releases above in paragraph 7(A) and paragraph 7(B) expressly exclude all other claims, including claims for vested benefits, wrongful termination, claims arising under the Fair Employment and Housing Act, unemployment insurance, disability, social security, and workers’ compensation, and any other claims outside of the Class Released Claims of Participating Class Members, including Plaintiff, arising during the Class Period and the PAGA Released Claims of Aggrieved Employees, including Plaintiff (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period. (¶7.C)
- “Released Parties” shall mean SEKO Worldwide LLC and Air-City, Inc., as well as each of their parent companies, subsidiaries, related companies, affiliates, dbas, shareholders, and any past, present or future officers, directors and employees, predecessors, successors, and assigns, as well as American Freight Int’l LAX Corp. and Langfan Ruan. (¶1.Z)
- Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶1.D)

**D. May conditional class certification be granted?**

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19.) Finally, the Court is under no

“ironclad requirement” to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 240.)

2. Analysis

a. Numerosity. There are approximately 294 class members. (Gill Decl. ¶72.) This element is met.

b. Ascertainability. A class is ascertainable, as would support certification under statute governing class actions generally, when it is defined in terms of objective characteristics and common transactional facts that make the ultimate identification of class members possible when that identification becomes necessary.” (*Noel v. Thrifty Payless, Inc.* (2019) 7 Cal.5th 955, 961.) The proposed class is defined above. The class members are ascertainable from Defendant’s employment records. (Gill Decl. ¶71.)

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

Here, regarding commonality, Plaintiff contends that common questions of law and fact include whether Class Members are entitled to pay for tasks performed off-the-clock, whether Defendants provided full, timely and uninterrupted meal and rest periods, whether Class Members are entitled to premium pay for incomplete, untimely or interrupted meal or rest periods, among other claims. (Gill Decl., ¶73.)

As to typicality, Plaintiff contends that her claims are typical of those of the Class Members she seeks to represent because she: (1) is a hourly-paid, non-exempt employee like other Class Members; (2) complains of not being paid for all time under Defendants’ control or suffered and/or permitted to work for Defendants; (3) did not receive premium pay for meal periods that were not compliant with the Labor Code; (4) never received premium pay for rest periods that were not provided to Class Members; and (5) was not reimbursed for all of her necessary business expenses incurred while working for Defendants. (*Id.* at ¶74.)

As to adequacy, Plaintiff represents that she was informed of the risks of serving as class representatives, participated in the litigation, and does not have conflicts of interest with the class. (Declaration of Elizabeth Rivera, *passim*.)

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

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

CONCLUSION: The class is conditionally certified as the prerequisites of class certification have been satisfied.

**E. Is the notice proper?**

a. Content of class notice. The proposed notice is attached to the Amended Settlement Agreement. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement

agreement; attorney fees and costs; enhancement awards; the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be given in English with Spanish translation. (¶1.AA)

b. Method of class notice. Within fourteen (14) calendar days after the Preliminary Approval Date, Defendants' Counsel shall provide the Settlement Administrator, in Microsoft Excel format, with information with respect to each Settlement Class Member, including his or her: (1) full name, last known address(es) and last known telephone number(s) currently in Defendants' possession, custody, or control; (2) full Social Security Number in Defendants' possession, custody, or control; and (3) the hire dates, re-hire dates (if applicable) and termination dates (if applicable) for each Settlement Class Member<sup>4</sup> ("Class List"). Defendants have a continuing duty to immediately notify Class Counsel and the Settlement Administrator if they discover that the Class List omitted a Settlement Class Member's identifying information and to provide corrected or updated class data for the Class List as soon as reasonably feasible. Without any extension of the deadline by which Defendants' Counsel must send the Class List to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted class data or identifying information from the Class List. The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly found addresses, if any. Within seven (7) calendar days of receiving the Class List from Defendants, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. (¶9.A.1)

If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class Member within three (3) business days. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto within three (3) business days by the Settlement Administrator. (¶9.A.1)

Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶19)

c. Cost of class notice. As indicated above, settlement administration costs are estimated to be **\$7,490**. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

## F. Attorney fees and costs

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

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

The question of whether Class Counsel is entitled to **\$236,250 (35%)** in attorney fees and up to **\$35,000** in costs will be addressed at the final fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method, and must indicate what multiplier (if applicable) is being sought as to each counsel.

Class Counsel should also be prepared to justify the costs sought by detailing how they were incurred.

#### **G. Incentive Award to Class Representative**

The named Plaintiff will request a service award of **\$7,500**. In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he “should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4<sup>th</sup> 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than pro forma claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named Plaintiff, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit . . . .’” (*Id.* at 806-807, italics and ellipsis in original.)

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

### **FINAL RULING**

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- The Parties will request the Court to approve and award the following payments and deductions to be made from the GSA:
  - Up to **\$236,250 (35%)** for attorney fees (¶13.2.2);
  - Up to **\$35,000** for litigation costs (*ibid.*);
  - Up to **\$7,500** for a Service Payment to the Named Plaintiff (¶1.CC);
  - Up to **\$7,490** for settlement administration costs (¶1.DD); and
  - \$20,000 PAGA penalty (**\$15,000** or 75% to the LWDA; and **\$5,000** or 25% to the Aggrieved Employees. (¶1.O)
- Defendants will pay their share of taxes separate from the GSA. (¶1.K)
- Plaintiffs shall release Defendants from claims described in the Settlement.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by **05/12/2026** and will be heard on **06/11/2026 at 8:30a.m.** *Failure to file the Parties' Motion for Final Approval of Class Action Settlement by this deadline will result in a continuance of the final approval hearing to the Court's first available hearing date, which could be months after the hearing date noted here.* Prior to filing the moving papers, Plaintiff must contact the court staff for Department 9 to obtain a briefing schedule, which must be included in the caption of the moving papers.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged **single document** that constitutes a [Proposed] Order and Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out.

Non-Appearance Case Review is set for 05/19/2026, 8:30 a.m., Department 9 re filing of Motion for Final Approval of Class Action Settlement.

The Judicial Assistant is to give notice to Counsel for Plaintiff who is ordered to give further and formal notice to all parties and file proof of service of such within 10 days.

IT IS SO ORDERED.

DATED: February 26, 2026



*Elaine Lu*

Elaine Lu / Judge  
Judge of the Superior Court