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

10/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By:           T. Lewis           Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT  
COMPLEX CIVIL LITIGATION

COORDINATION PROCEEDING SPECIAL  
TITLE [RULE 3.550]

Judicial Council Coordination Proceeding No.  
5017

**PACIFIC BELL WAGE & HOUR CASES**

Assigned For All Purposes to the Honorable  
David S. Cunningham, Department 15

Included actions:

*Steven Leggins and Fernando Lopez v. Pacific  
Bell Telephone Company*, Los Angeles County  
Superior Court, Case No. BC587252 (filed  
July 7, 2015);

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

*David Herrera v. Pacific Bell Telephone  
Company*, Alameda County Superior Court,  
Case No. RG18928072 (filed June 12, 2018);

Date:           October 3, 2023  
Time:           10:00 a.m.  
Place:          Department 15

*Alexander Hernandez v. Pacific Bell Telephone  
Company*, Riverside County Superior Court,  
Case No. RIC1901671 (filed February 22,  
2019).

1 This Court preliminarily approved the Parties’ Amended Class Action and PAGA Settlement  
2 Agreement (“Settlement Agreement” or “Settlement”) in its Order Granting Preliminary Approval of Class  
3 Action Settlement, filed on June 13, 2023, and the Order on *Ex Parte* Application to Amend Order  
4 Granting Preliminary Approval of Class Action Settlement filed June 30, 2023 (collectively “Preliminary  
5 Approval Order”).<sup>1</sup>

6 On October 3, 2023, at 10:00 a.m., the Court held a hearing on Plaintiffs’ Steven Leggins,  
7 Fernando Lopez, David Herrera, and Alexander Hernandez (collectively, “Plaintiffs”) Motion for Final  
8 Approval of the Parties’ Class Action and PAGA Settlement Agreement (“Motion”). The Court—having  
9 received and considered the Settlement Agreement, all of the papers submitted in support of Plaintiffs’  
10 Motion, the oral arguments of counsel and the entire record in this action, and this matter having been  
11 duly heard—grants final approval of the Settlement, and HEREBY ORDERS and MAKES  
12 DETERMINATIONS as follows:

13 1. The following group of persons is hereby certified as Class Members for the purpose of  
14 entering a settlement in this matter:

- 15 a. All persons employed by Defendants in California and who worked in a  
16 Technician job title for Defendants during the Class Period—from July 7, 2011  
17 through June 13, 2023—excluding persons who worked as Premises  
18 Technicians at any point from October 24, 2012 through March 8, 2019, but  
19 only during the time in which they were performing such work.

20 2. In accordance with the Preliminary Approval Order, Class Members have been given  
21 notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude  
22 themselves from its provisions. The Court finds and determines that this notice procedure afforded  
23 adequate protections to Class Members and provides the basis for the Court to make an informed  
24 decision regarding approval of the settlement based on the responses of Class Members. The Court  
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26 <sup>1</sup> The Court preliminarily approved the Parties’ original settlement agreement in its order filed  
27 June 13, 2023. However, the Parties subsequently discovered a scrivener’s error in the original  
28 Settlement Agreement and thus agreed to amend the agreement on June 28, 2023. The agreement, as  
amended, serves as the Parties’ Settlement Agreement. On June 30, 2023, this Court granted the Parties’  
*ex parte* application to amend its preliminary approval order to conform to the Settlement Agreement.

1 finds and determines that the notice provided in this case was the best notice practicable, which  
2 satisfied the requirements of law and due process.

3 3. For the reasons stated in the Preliminary Approval Order, the Court finds and  
4 determines that the proposed class, as defined above, meets all of the legal requirements for class  
5 certification, and it is hereby ordered that the Class is finally approved and certified as a Class for  
6 purposes of the Settlement (the “Settlement Class”). Pursuant to their requests, Chris Rumenapp,  
7 Sharon Dolera, and Desiree Jones are excluded from the Settlement Class.

8 4. The Court hereby appoints (a) Plaintiffs Steven Leggins, Fernando Lopez, David  
9 Herrera, and Alexander Hernandez as the Class Representatives; (b) R. Craig Clark and Alicja A.  
10 Urtnowski of Clark Law Group as Lead Class Counsel; and (c) Shaun Setareh and William M. Pao of  
11 Setareh Law Group and Matthew Righetti and John Glugoski of Righetti Glugoski, P.C. as Co-Lead  
12 Class Counsel.

13 5. The Court finds and determines that the terms of the Settlement are fair, reasonable,  
14 and adequate to each member of the Settlement Class, that the Settlement Class Members who have  
15 not opted out will be bound by the Settlement, that the Settlement is ordered finally approved, and that  
16 all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

17 6. The Court finds and determines that the Settlement Shares to be paid to the Settlement  
18 Class, as provided for by the Settlement, are fair and reasonable. The Court hereby gives final  
19 approval to and orders the payment of those amounts to be made to the Settlement Class out of the Net  
20 Settlement Amount in accordance with the Settlement.

21 7. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code  
22 §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been given  
23 notice of the Settlement. Pursuant to PAGA, Plaintiffs submitted a copy of the Settlement to the  
24 LWDA on the same date they filed their motion seeking approval of the Settlement with the Court.  
25 The Court finds and determines that the notice of the Settlement complied with the statutory  
26 requirements of PAGA.

27 8. As provided in the Settlement, there is one group of Aggrieved Employees for the purposes  
28 of PAGA:

1 a. All persons employed by Defendants in California and who worked in a  
2 Technician job title for Defendants during the PAGA Period—from June 3,  
3 2014 through June 13, 2023.

4 9. The Court finds and determines that payment to the LWDA of \$225,000, and payment  
5 to Aggrieved Employees of \$75,000, as each respective group’s share of the settlement of civil  
6 penalties under PAGA in this case is fair, reasonable, and appropriate. The Court hereby gives final  
7 approval to and orders that the payment of those amounts be paid out of the Gross Settlement Amount  
8 in accordance with the Settlement.

9 10. The Court finds and determines that the fees and expenses of Atticus Administration, in  
10 administering the settlement, in the amount of \$65,955, are fair and reasonable. The Court hereby  
11 gives final approval to and orders that the payment of that amount be paid out of the Gross Settlement  
12 Amount in accordance with the Settlement.

13 11. In addition to any recovery that Plaintiffs may receive from the Net Settlement  
14 Amount, and in recognition of the Plaintiffs’ efforts on behalf of the Settlement Class and in exchange  
15 for a general release of claims, the Court hereby approves the payment of a service payment to each  
16 Class Representative in the amount of \$15,000, and orders that the payment of that amount be paid out  
17 of the Gross Settlement Amount in accordance with the Settlement.

18 12. Pursuant to the authorities and argument presented to the Court, the Court approves the  
19 payment to Class Counsel of attorneys’ fees totaling one-third or \$4,033,333.33 of the Gross  
20 Settlement Amount, and orders that the payment of that amount be paid out of the Gross Settlement  
21 Amount in accordance with the Settlement. Pursuant to Class Counsel’s fee-splitting agreement, these  
22 fees will be divided and paid out as follows:

<b>Firm</b>	<b>Percentage of Fees</b>	<b>Payment</b>
Clark Law Group	55%	\$2,218,333.33
Setareh Law Group	25%	\$1,008,333.33
Righetti Glugoski P.C.	20%	\$806,666.67

26 13. Pursuant to the authorities and argument presented to the Court, the Court also  
27 approves the payment to Class Counsel of litigation expenses in the sum of \$52,029.42, and orders  
28 that the payment of that amount be paid out of the Gross Settlement Amount in accordance with the

1 Settlement and as allocated below:

Firm	Costs
Clark Law Group	\$23,026.95
Setareh Law Group	\$13,869.14
Righetti Glugoski P.C	\$15,133.33

5 14. Pursuant to the Settlement Agreement, Plaintiffs and all Settlement Class Members  
6 permanently release the Released Parties<sup>2</sup> from any and all claims that (1) were alleged, or that  
7 reasonably could have been alleged based on the facts asserted in any of the Complaints filed in the  
8 Action, including the Operative Complaint, and/or PAGA Notices, and/or (2) ascertained in the course  
9 of the Action, for the duration of the Class Period—from July 7, 2011, through June 13, 2023.

10 15. Pursuant to the Settlement, Plaintiffs—on behalf of the State of California, the LWDA,  
11 and all aggrieved employees—permanently release the Released Parties<sup>3</sup> from any and all claims for  
12 civil penalties that (1) were alleged, or that reasonably could have been alleged based on the facts  
13 asserted in any of the Complaints filed in the Action, including in the Operative Complaint, and/or  
14 PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA  
15 Period—from June 3, 2014 through June 13, 2023.

16 16. The Parties are hereby ordered to comply with the terms of the Settlement Agreement.

17 17. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs  
18 except as otherwise provided in the Settlement Agreement and this Order.

19 18. Without affecting the finality of this order in any way, the Court retains jurisdiction of  
20 all matters relating to the interpretation, administration, implementation, effectuation, and enforcement  
21 of this order and the Settlement; including jurisdiction pursuant to California Rule of Court 3.769(h),  
22 solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters,  
23 and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable  
24 law.

25  
26 <sup>2</sup> Per the Settlement Agreement, this includes Defendants Pacific Bell Telephone Company and AT&T  
27 Services, Inc., and any of Defendants' present and former parents, subsidiaries, successors, and affiliated  
28 companies or entities, and their respective directors, employees, officers, partners, shareholders, owners,  
agents, attorneys, insurers, and assigns.

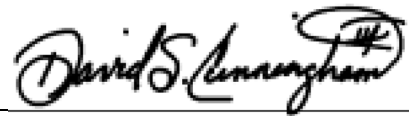
<sup>3</sup> See *supra* n. 2.

1           19. Upon completion of administration of the settlement, the Settlement Administrator will  
2 provide written certification of such completion to the Court and counsel for the Parties.

3           20. The Court Sets a Non-Appearance Case Review re: Final Report re: Distribution of  
4 Settlement Funds for September 3, 2024, at 8:30 a.m.  
5 Final Report is to be filed ~~by~~ five (5) days prior to the above scheduled date.

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7           **IT IS SO ORDERED.**

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9           DATED: 10/03/2023



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Honorable David S. Cunningham  
Los Angeles County Superior Court