

11/04/2025

David W. Slayton, Executive Officer / Clerk of Court

R. Arraiga Deputy

RULING RE: MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Caravantes v. Gil & Roy Props, LLC, et al.

Case No.: 23STCV12786

Department SSC-9

Hon. Elaine Lu

Hearing: November 4, 2025

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

The essential terms are:

- The Gross Settlement Amount ("GSA") is **\$470,000**, non-reversionary. (¶3.1.)
- The Court hereby approves and awards the following from the GSA:
 - **\$156,666.67** (33%) for attorney fees to Class Counsel, Lavi & Ebrahimian, LLP (¶3.2.2);
 - **\$16,622.30** for litigation costs to Class Counsel (*Ibid.*);
 - **\$7,500** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - **\$5,650** for settlement administration costs (¶3.2.3); and
 - Payment of **\$47,000** PAGA penalty (75% or \$35,250 to the LWDA; and 25% or \$11,750 to the Aggrieved Employees) (¶3.2.5.)
- Defendant shall pay Employer's share of the payroll taxes on the taxable portion of the settlement payments separately from the GSA. (¶3.1)
- Plaintiffs' release of Defendants from claims described herein.

The Court will sign the [REVISED PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT that Plaintiff electronically lodged on 10/27/2025. However, the Court will make revisions to the proposed order and judgment consistent with the instant ruling:

- If no objectors appear at the hearing on the Parties' Motion for Final Approval of Class Action Settlement, then the Court will add a sentence to paragraph ??? reflecting that "No objectors appeared at the duly noticed hearing on the Parties' Motion for Final Approval of Class Action Settlement."

- In paragraph 8, the amount of Plaintiff's incentive award shall be amended from \$10,000 to \$7,500.
- Paragraph 16 shall be amended to reflect the due date for filing and service of Class Counsel's Final Report re: Distribution of the settlement funds as **02/03/2027**.
- Paragraph 17 shall be amended to reflect a Non-Appeal Case Review date of **02/10/2027**, 8:30 a.m., Department 9.

By 01/05/2026, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **02/03/2027**, Class Counsel must file a Final Report Re: Distribution of the Settlement Funds.

The Court hereby sets a **Non-Appeal Case Review Re: Distribution for 02/10/2027, 8:30 a.m., Department 9**.

BACKGROUND

This is a wage and hour class action. On June 5, 2023, Plaintiff David Caravantes ("Plaintiff") commenced this class action ("Action") by filing a complaint against Defendants Gil & Roy Studios, LLC dba Gil & Roy Props and Defendant Modernica, Inc. (collectively "Defendants") alleging the following causes of action: (1) Failure to Pay Wages For All Hours Worked At Minimum Wage in Violation of Labor Code Sections 1194 and 1197, (2) Failure to Pay Overtime Wages for Daily Overtime Worked In Violation Of Labor Code Section 510 and 1194, (3) Failure to Authorize or Permit Meal Periods In Violation of Labor Code Sections 512 and 226.7, (4) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7, (5) Failure to indemnify employees for employment-related losses/expenditures in violation of labor code section 2802, (6) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code Section 226, and (7) Unfair Business Practices, in Violation of Business and Professions Code Sections 17200, et seq.

On August 15, 2023, Plaintiff filed an action in the Los Angeles County Superior Court under the Private Attorneys General Act of 2004 (PAGA) against the same Defendants seeking civil penalties for alleged violations by Defendants ("PAGA Action").

On February 27, 2024, Plaintiff filed a First Amended Complaint in the Action ("Operative Complaint") which added the claim from the PAGA Action to the instant Action.

On August 20, 2024, the parties participated in a full-day mediation h David Phillips, Esq. After a full day of arm's-length negotiations, the Parties reached an agreement which was later memorialized in a Memorandum of Understanding. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement and Class Notice* ("Settlement

Agreement”), a copy of which is attached to the Declaration of Eric Naessig (“Naessig Decl.”) ISO Preliminary Approval as Exhibit 1.

Preliminary Approval was granted on May 20, 2025. Notice was given to the Class Members as ordered. (See Declaration of Amanda Howard (“Howard Decl.”)).

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

CLASS DEFINITION AND ESSENTIAL TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

- “Class” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the Class Period. (¶1.5.)
 - “Class Period” means the period from June 5, 2019 through August 20, 2024. (¶1.12.)
 - The Class List contained unique records for 145 individuals who worked a total of 19,198 workweeks. (Howard Decl., ¶15.)
- “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period. (¶1.4.)
 - “PAGA Period” means the period from June 5, 2022 through August 20, 2024. (¶1.31.)
 - There are 90 Aggrieved Employees who worked 3,636 pay periods during the PAGA period. (Howard Decl., ¶17.)
- Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 146 Class Members and 19,000 Total Workweeks during the Class Period and (2) there were 95 Aggrieved Employees who worked 3,612 PAGA Pay Periods during the PAGA Period. If the total number of Workweeks as of the end of the Class Period exceeds the above figure by greater than 10% (exceeds 20,900), then the Gross Settlement Amount shall increase pro rata based on the number of additional Workweeks above 10% (i.e., if the number of Workweeks is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). (¶18.)
 - There are there are 145 Class Member who worked a total of 19,198 work weeks and 90 Aggrieved Employees who worked 3,636 pay periods. (Howard Decl., ¶¶15, 17.)
- The Gross Settlement Amount (“GSA”) is **\$470,000**, non-reversionary. (¶13.1.)
- The Net Settlement Amount (“Net”) (**\$243,083.33**) is the GSA minus the following:
 - Up to **\$156,666.67** (33%) for attorney fees (¶13.2.2);
 - Up to **\$18,000** for litigation costs (*Ibid.*);
 - Up to **\$10,000** for Service Payment to the Named Plaintiff (¶13.2.1);
 - Up to **\$7,000** for settlement administration costs (¶13.2.3); and
 - Payment of **\$35,250** PAGA penalty (75% or \$47,000 to the LWDA). (¶13.2.5.)
- Defendants will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶13.1.)
- Funding of Settlement: Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by

transmitting the funds to the Administrator no later than 14 days after the Effective Date. (¶4.3.)

- Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.4.1.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). (¶4.4.3.)
- The proposed settlement was submitted to the LWDA on March 14, 2025. (Naessig Decl. ISO Preliminary Approval, ¶37, Exh. 2.)

ANALYSIS OF SETTLEMENT AGREEMENT

A. Does a presumption of fairness exist?

The Court preliminarily found in its Order on May 20, 2025, that the presumption of fairness should be applied. No facts have come to the Court's attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

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

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class and the LWDA.

Reaction of the class members to the proposed settlement.

Number of class members: 145 Class members. (Howard Decl., ¶5.)

Number of notice packets mailed: 145 (*Id.* at ¶7.)

Number of undeliverable notices: 3 (*Id.* at ¶10.)

Number of opt-outs: 1 (*Id.* at ¶11.)

Number of objections: 0 (*Id.* at ¶12.)

Number of participating class members: 144 (*Id.* at ¶15.)

Average individual payment: \$1,615.86 (*Id.* at ¶16.)

Highest estimated payment: \$3,344.07 (*Ibid.*)

Lowest estimated payment: \$12.29 (*Ibid.*)

Number of Aggrieved Employees: 90 (*Id.* at ¶17.)

Average PAGA payment: \$130.56 (*Id.* at ¶18.)

Highest estimated PAGA payment: \$187.43 (*Ibid.*)

Lowest estimated PAGA payment: \$3.23 (*Ibid.*)

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

C. Attorney Fees and Costs

Class Counsel, request \$156,666.67 (33%) in fees and litigation costs and expenses in the amount of \$16,622.30 to Class Counsel. (Motion ISO Final: 11:9-13.) The Settlement provides for attorney's fees up to \$156,666.67 and costs of \$18,000 (Settlement Agreement, ¶3.2.2); the class was provided notice of the requested awards, and no one objected. (Howard Decl., ¶12 and Exhibit A thereto.)

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (*Wershba* at 254.) Here, class counsel requests attorney fees using the percentage method, as cross checked by lodestar. (Motion ISO Final, pgs. 11-17.)

The fee request represents 33% of the gross settlement amount which is the average generally awarded in class actions. See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 ("Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.").

Counsel has provided the following lodestar information:

Attorney	Hours	Hourly Rate	Total
Joseph Lavi	25	\$1,000	\$25,000.00
Vincent C. Granberry	24	\$750	\$18,000.00
Alan A. Wilcox	10	\$675	\$6,750.00
Melanie S. Rodriguez,	36	\$675	\$24,300.00
Ericc J. Naessig	35	\$675	\$23,625.00
Total:	130		\$97,675.00

(Naessig Decl. ISO Final, ¶¶28, 30, 32-35.)

Therefore, counsel represent they have spent over 130 hours in connection with this litigation, resulting in a lodestar of \$97,675.00, which would require a multiplier of 1.6 to yield the requested fee amount. (Naessig Decl. ISO Final, ¶¶28, 30, 32-35; Motion ISO Final, 16:3-12.)

As for costs, class counsel has incurred costs of \$16,622.30. (Naessig Decl. ISO Final, ¶37 and Exhibit 3 thereto.) Class Counsel is requesting \$16,622.30 in costs, which is less than the settlement cap of \$18,000. The costs in this case include, but are not limited to, filing fees(\$1,435), service costs, expert costs (Berger Consulting Group) (\$3,915), case anywhere costs (\$1,015), and mediation (\$7,450). (*Ibid.*) The costs seem reasonable and necessary to litigation.

Based on the above, the Court hereby awards **\$156,666.67 (1/3)** for fees and **\$16,622.30** for litigation costs.

D. Incentive Awards to Class Representatives

The Settlement agreement provides for up to \$10,000 as an incentive award for the Named Plaintiff. (Settlement Agreement, ¶3.2.1.)

Plaintiff Caravantes represents that his contributions to this litigation include, and are not limited to spending 30 hours on the following: obtaining counsel, gathering documents, reviewing documents, identifying witnesses, having numerous conversations with counsel, remaining available during mediation, and reviewing the settlement. (Caravantes Decl., ¶4.)

The court notes that such efforts are commendable, yet not exceptional. Based on the above, the Court hereby awards an enhancement in the amount of **\$7,500**.

E. Claims Administration Costs

The claims administrator requests **\$5,650** for the costs of administering the settlement. (Howard Decl., ¶19.) This is less than the \$7,000 maximum amount estimated in the Settlement Agreement; (Settlement Agreement, ¶3.2.3); and disclosed in the notice to class members. Based on all the work performed by the Claims Administrator, the Court hereby awards costs in the requested amount.

CONCLUSION AND ORDER

The Parties' Motion for Final Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms are:

- The Gross Settlement Amount ("GSA") is **\$470,000**, non-reversionary. (¶3.1.)
- The Court hereby approves and awards the following from the GSA:
 - **\$156,666.67** (33%) for attorney fees to Class Counsel, Lavi & Ebrahimian, LLP (¶3.2.2);
 - **\$16,622.30** for litigation costs to Class Counsel (*Ibid.*);
 - **\$7,500** for a Service Payment to the Named Plaintiff (¶3.2.1);
 - **\$5,650** for settlement administration costs (¶3.2.3); and
 - Payment of **\$47,000** PAGA penalty (75% or \$35,250 to the LWDA; and 25% or \$11,750 to the Aggrieved Employees) (¶3.2.5.)
- Defendant shall pay Employer's share of the payroll taxes on the taxable portion of the settlement payments separately from the GSA. (¶3.1)
- Plaintiffs' release of Defendants from claims described herein.

The Court will sign the [REVISED PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT that Plaintiff electronically lodged on 10/27/2025. However, the Court will make revisions to the proposed order and judgment consistent with the instant ruling:

- If no objectors appear at the hearing on the Parties' Motion for Final Approval of Class Action Settlement, then the Court will add a sentence to paragraph ??? reflecting that "No objectors appeared at the duly noticed hearing on the Parties' Motion for Final Approval of Class Action Settlement."
- In paragraph 8, the amount of Plaintiff's incentive award shall be amended from \$10,000 to \$7,500.
- Paragraph 16 shall be amended to reflect the due date for filing and service of Class Counsel's Final Report re: Distribution of the settlement funds as **02/03/2027**.
- Paragraph 17 shall be amended to reflect a Non-Appearance Case Review date of **02/10/2027**, 8:30 a.m., Department 9.

By 01/05/2026, Class Counsel must give notice to the class members pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if applicable, pursuant to Labor Code §2699 (1)(3).

By **02/03/2027**, Class Counsel must file a Final Report Re: Distribution of the Settlement Funds.


The Court hereby sets a **Non-Appearance Case Review Re: Distribution for 02/10/2027, 8:30 a.m., Department 9**.

THE PLAINTIFF IS ORDERED TO DOWNLOAD THE INSTANT **SIGNED** ORDER FROM THE COURT'S WEBSITE AND TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: November 4, 2025




ELAINE LU
Judge of the Superior Court
~~Elaine Lu / Judge~~