

FILED  
1/09/26  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara

21CV380268  
By: MJacobo

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SANTA CLARA**

JESSIE CALLES, individually, and on behalf of  
other members of the general public similarly  
situated,

Plaintiff,

v.

BARRACUDA NETWORKS, INC., et al.,

Defendants.

Case No. 21CV380268

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR FINAL APPROVAL**

This is a putative class action. Plaintiff Jessie Calles alleges that defendant Barracuda Networks, Inc. committed various wage and hour violations.

Before the Court is Plaintiff's motion for final approval, which is unopposed. As discussed below, the Court GRANTS the motion.

**I. BACKGROUND**

According to the allegations of the operative complaint, Plaintiff was employed as an hourly-paid, non-exempt employees in California. (Complaint, ¶ 17.) Defendants failed to pay wages owed during and after employment; provide meal breaks or premiums in lieu thereof; provide rest breaks or premiums in lieu thereof; provide compliant wage statements; keep requisite payroll records; and reimburse business expenses.

Based on the foregoing, Plaintiff initiated this action on April 19, 2021, with the filing of the Complaint, which asserts the following causes of action: (1) violation of Labor Code §§ 510,

1 1198 (unpaid overtime); (2) violation of Labor Code §§ 226.7, 512, subdivision (a) (unpaid meal  
2 period premiums); (3) violation of Labor Code § 226.7 (unpaid rest period premiums); (4)  
3 violation of Labor Code §§ 1194, 1197, 1197.1 (unpaid minimum wages); (5) violation of Labor  
4 Code §§ 201, 202 (final wages not timely paid); (6) violation of Labor Code § 204 (wages not  
5 timely paid during employment); (7) violation of Labor Code § 226, subdivision (a) (non-  
6 compliant wage statements); (8) violation of Labor Code § 1174, subdivision (d) (failure to keep  
7 requisite payroll records); (9) violation of Labor Code §§ 2800, 2802 (unreimbursed business  
8 expenses); and (10) violation of Business & Professions Code §§ 17200, et seq. On July 11,  
9 2025, the Court issued its order granting Plaintiff’s motion for preliminary approval.

10 Plaintiff now seeks an order finally approval the settlement; awarding attorneys’ fees;  
11 awarding litigation costs; awarding payment to the settlement administrator, ILYM Group, Inc.  
12 (“ILYM”); and award an enhancement award to Plaintiff.

13 **II. MOTION FOR FINAL APPROVAL**

14 **A. Legal Standard**

15 **i. Class Action**

16 Generally, “questions whether a [class action] settlement was fair and reasonable,  
17 whether notice to the class was adequate, whether certification of the class was proper, and  
18 whether the attorney fee award was proper are matters addressed to the trial court’s broad  
19 discretion.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App. 4th 224, 234-235 (*Wershba*),  
20 disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th  
21 260.)

22 In determining whether a class settlement is fair, adequate and reasonable, the  
23 trial court should consider relevant factors, such as the strength of plaintiffs’ case,  
24 the risk, expense, complexity and likely duration of further litigation, the risk of  
25 maintaining class action status through trial, the amount offered in settlement, the  
26 extent of discovery completed and the stage of the proceedings, the experience  
27 and views of counsel, the presence of a governmental participant, and the reaction  
28 of the class members to the proposed settlement.

1 (*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

2 In general, the most important factor is the strength of the plaintiffs’ case on the merits,  
3 balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008)  
4 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and  
5 weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91  
6 Cal.App.4th at p. 245.) The trial court must examine the “proposed settlement agreement to the  
7 extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or  
8 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a  
9 whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*, citation and internal quotation  
10 marks omitted.) The trial court also must independently confirm that “the consideration being  
11 received for the release of the class members’ claims is reasonable in light of the strengths and  
12 weaknesses of the claims and the risks of the particular litigation.” (*Kullar, supra*, 168  
13 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be  
14 “provided with basic information about the nature and magnitude of the claims in question and  
15 the basis for concluding that the consideration being paid for the release of those claims  
16 represents a reasonable compromise.” (*Id.* at pp. 130, 133.)

17 **B. SETTLEMENT CLASS**

18 Plaintiff requests certification of the following Class for settlement purposes:

19 All current and former hourly-paid, non-exempt employees who worked for  
20 Defendant within the State of California at any time during the Class Release  
21 Period.”<sup>1</sup>

22 Rule 3.769(d) of the California Rules of Court states that “[t]he court may make an order  
23 approving or denying certification of a provisional settlement class after [a] preliminary  
24 settlement hearing.” California Code of Civil Procedure Section 382 authorizes certification of a  
25 class “when the question is one of a common or general interest, of many persons, or when the  
26 parties are numerous, and it is impracticable to bring them all before the court ....”

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28 <sup>1</sup> The Class Release Period is defined as the period from October 15, 2015 through April  
24, 2025.

1 Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence:  
2 (1) an ascertainable class and (2) a well-defined community of interest among the class  
3 members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On*  
4 *Drug Stores*)). “Other relevant considerations include the probability that each class member  
5 will come forward ultimately to prove his or her separate claim to a portion of the total recovery  
6 and whether the class approach would actually serve to deter and redress alleged wrongdoing.”  
7 (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of  
8 establishing that class treatment will yield “substantial benefits” to both “the litigants and to the  
9 court.” (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

10 In the settlement context, “the court’s evaluation of the certification issues is somewhat  
11 different from its consideration of certification issues when the class action has not yet settled.”  
12 (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the  
13 settlement-only context, the case management issues inherent in the ascertainable class  
14 determination need not be confronted, and the court’s review is more lenient in this respect. (*Id.*  
15 at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or  
16 overbroad class definitions require heightened scrutiny in the settlement-only class context, since  
17 the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

18 At preliminary approval, the Court provisionally certified the above-described class,  
19 determining that Plaintiff demonstrated by a preponderance of the evidence (1) an ascertainable  
20 class, (2) a well-defined community of interest among the class members and (3) that a class  
21 action provides substantial benefits to both litigants and the Court. Consequently, the Court will  
22 certify the class for settlement purposes as requested.

### 23 C. TERMS AND ADMINISTRATION OF SETTLEMENT

24 The non-reversionary gross settlement amount is \$450,000. Attorney fees of up to 35%  
25 (\$157,500), litigation costs of up to \$90,000, and administrative costs of up to \$15,000. Plaintiff  
26 will seek a class representative award of \$10,000. The net settlement amount will be allocated  
27 between Class members. ILYM will divide the estimated net settlement amount by the  
28 workweeks of all class members and multiply each class member’s individual workweeks by the

1 estimated workweek value to calculate their individual settlement amount. For tax purposes,  
2 20% of each class member's settlement payment will be allocated as wages and 80% will be  
3 allocated as penalties, interest, and non-wages. The employer's share of payroll taxes and  
4 contributions on the wages portion will be paid by Defendant, separate from the settlement  
5 amount. Checks will be valid and negotiable for 180 days from the date the checks are issued.  
6 After that, the checks will be cancelled, and funds associated with checks uncashed after 180  
7 days will be distributed to the Santa Clara chapter of the Special Olympics.

8 In exchange for settlement, Class Members who do not opt out will release:  
9 [A]ny and all claims, debts, liabilities, demands, obligations, penalties, premium  
10 pay, guarantees, costs, expenses, attorney's fees, damages, actions, causes of  
11 action whether known or unknown, contingent or accrued, under all factual and  
12 legal theories under federal or state law that arose during the Class Period that  
13 were alleged, or could have been asserted based on the facts and legal theories  
14 contained in the Complaint in the Action, including all claims for violations of the  
15 California Labor Code, including *inter alia* sections 201, 202, 203, 204, 210,  
16 226(a), 226.7, 510, 1194, 1197, 1197.1, 1198, 2800, 2802, and applicable  
17 Industrial Welfare Commission Wages Orders, for failure to pay all and overtime  
18 wages due; failure to provide compliant meal periods and associated premiums;  
19 failure to provide compliant rest periods and associated premiums; failure to pay  
20 all minimum wages due; failure to pay all wages timely during employment;  
21 failure to pay all wages timely at the time of terminations; failure to provide sick  
22 days or pay sick days at the appropriate rate; claims related to donning and  
23 doffing; claims related to pre and post-shift work; failure to calculate the regular  
24 rate of pay; failure to provide complete, accurate, or properly formatted wage  
25 statements; failure to maintain requisite time records and payroll records; failure  
26 to reimburse business expenses; and unfair business practices that were or could  
27 have been premised on the claims, causes of action or legal theories of relief  
28

1 described above or any of the claims, causes of action, or legal theories of relief  
2 pleaded in the Complaint in the Action.

3 The notice period has now been completed. ILYM case manager Nick Castro (“Castro”)  
4 submitted a declaration in support of the motion. Castro states that on July 22, 2025, ILYM  
5 received the approved notice packet from Class Counsel and on August 1, 2025, it received the  
6 Class data from defense counsel, which contained the name, social security number, last known  
7 mailing address, last known telephone number, last known e-mail address, the dates of  
8 employment worked for each individual, and the number of workweeks worked for each Class  
9 Member during the Class Release Period. The Class list contained 691 individuals who worked  
10 68,414.71 workweeks.<sup>2</sup>

11 On August 15, 2025, the Notice Packet was mailed out. As of the date of Castro’s  
12 declaration, there were no returned notice packets or any deemed undeliverable. The deadline to  
13 respond was October 14, 2025 and as of the date of Castro’s declaration, ILYM received 1  
14 request for exclusion, 0 objections, and 0 disputes from Class Members. Consequently, there are  
15 690 participating Class Members representing 99.86% of the Class Members. Based on this  
16 number, the average gross payment will be \$275.59, with the estimated highest gross payment  
17 being \$1,391.2 and the lowest being \$0.40.

18 The Settlement provides for administration costs for up to \$15,000. Castro’s declaration  
19 states the amount owed is \$9,550. Thus, this amount is approved.

20 At the preliminary approval, the Court found that the proposed settlement provides a fair  
21 and reasonable compromise to Plaintiff’s claims. It finds no reason to depart from these findings  
22 now, especially considering that there are no objections. Therefore, the Court finds that the  
23 settlement is fair and reasonable for the purposes of final approval.

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28 <sup>2</sup> The escalator clause was not triggered.

1           **D. ATTORNEYS’ FEES, LITIGATION COSTS, AND PLAINTIFF’S SERVICE**  
2           **AWARD**

3           Class Counsel seeks a fee award of \$157,500, or thirty-five (35%) of the gross settlement  
4 amount, which is not an uncommon contingency fee in a wage and hour class action. Class  
5 Counsel did not provide a lodestar figure but they do state 644.40 hours of work at a blended  
6 billing rate of \$850 per hour, thus, the lodestar figure is approximately \$547,740. This results in  
7 a negative multiplier of approximately 0.29. This is below the range of multipliers that courts  
8 typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p. 255 [“[m]ultipliers can range from  
9 2 to 4 or even higher”]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6  
10 [stating that multipliers ranging from one to four are typical in common fund cases and citing the  
11 court’s own survey of large settlements funding a range of 0.6-19.6, with most (20 to 24, or  
12 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range”].)

13           “While the percentage method has been generally approved in common fund cases,  
14 courts have sought to ensure the percentage fee is reasonable by refining the choice of a  
15 percentage or by checking the percentage result against the lodestar-multiplier calculation.”  
16 (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*)). Applying the latter  
17 approach,

18           [T]he percentage-based fee will typically be larger than the lodestar based fee.  
19           Assuming that one expects rough parity between the results of the percentage  
20 method and the lodestar method, the difference between the two computed fees  
21 will be attributable solely to a multiplier that has yet to be applied. Stated another  
22 way, the ratio of the percentage-based fee to the lodestar-based fee implies a  
23 multiplier, and that implied multiplier can be evaluated for reasonableness. If the  
24 implied multiplier is reasonable, then the cross-check confirms the reasonableness  
25 of the percentage-based fee; if the implied multiplier is unreasonable, the court  
26 should revisit its assumptions.

27 (*Laffitte, supra*, 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a*  
28 *Lodestar Cross-check: Judicial Misgivings About “Reasonable Percentage” Fees in Common*

1 *Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California  
2 Supreme Court, “[i]f the multiplier calculated by means of a lodestar crosscheck is  
3 extraordinarily high or low, the trial court should consider whether the percentage used should be  
4 adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not  
5 necessarily required to make such an adjustment.” (*Laffitte, supra*, 1 Cal.5th at 505.)

6 Here, the multiplier sought by Class Counsel is well below the range of modifiers  
7 typically approved by courts and is supported by the percentage cross-check, thus, the Court  
8 finds Class Counsel’s requested fee award is reasonable.

9 Class Counsel also seeks \$13,086.59 in litigation costs, which is lower than the  
10 \$20,000.00 allowed for in the Settlement. Based on the information contained in Class  
11 Counsel’s declaration, this amount is reasonable and thus, it is approved.

12 Plaintiff requests a service payment in the amount of \$10,000. To support this request,  
13 Plaintiff submits a declaration in which she describes her efforts in this action. Plaintiff states  
14 she spent nearly 80 hours on this action. (Plaintiff’s Declaration (“Decl.”), ¶ 3.) She spent time  
15 reviewing Defendant’s discovery requests, locating documents, and providing documents and  
16 discovery responses to Class Counsel. (*Ibid.*) She attended a full-day deposition on February  
17 21, 2024. (*Ibid.*) She spent considerable time and effort preparing for it and reviewing her  
18 testimony thereafter. (*Ibid.*) She also spent significant time assisting Class Counsel prepare a  
19 motion for class certification, identifying potential witnesses, and she made herself available for  
20 any questions they had. (*Ibid.*) The Court finds that Plaintiff is entitled to the award and the  
21 amount requested is reasonable and thus, the request is approved.

### 22 **III. CONCLUSION**

23 In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND  
24 DECREED THAT:

25 Plaintiff’s motion for final approval is GRANTED. The following Class is certified for  
26 settlement purposes only:

1 All current and former hourly-paid, non-exempt employees who worked for  
2 Defendant within the State of California at any time during the Class Release  
3 Period.

4 Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc.,  
5 § 668.5.) Plaintiff and the members of the Class will take from the Complaint only the relief set  
6 forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the  
7 California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms  
8 of the settlement agreement and the final order and judgment.

9 The Court sets a compliance hearing for **September 3, 2026 at 2:30 P.M.** in Department  
10 22. At least At least ten court days before the hearing, class counsel and the settlement  
11 administrator shall submit a summary accounting of the net settlement fund identifying  
12 distributions made as ordered herein; the number and value of any uncashed checks; amounts  
13 remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of any  
14 unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel  
15 shall also submit an amended judgment as described in Code of Civil Procedure section 384,  
16 subdivision (b). Counsel may appear at the compliance hearing remotely.

17 **IT IS SO ORDERED.**

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21 Date: January 9, 2026



22 CHARLES F. ADAMS  
23 Judge of the Superior Court  
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