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| ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 268489<br>NAME: Julian Hammond<br>FIRM NAME: HammondLaw PC<br>STREET ADDRESS: 1201 Pacific Ave Suite 600<br>CITY: Tacoma STATE: WA ZIP CODE: 98402<br>TELEPHONE NO.: 310 601 6766 FAX NO.: 310 295 2385<br>E-MAIL ADDRESS: jhammond@hammondlawpc.com<br>ATTORNEY FOR (name): Raktv Dominguez | FOR COURT USE ONLY<br><b>E-RECEIVED</b><br>by Superior Court of CA,<br>County of Santa Clara,<br>on 10/19/2023 8:54 AM<br>Reviewed By: R. Walker<br>Case #21CV381890<br>Envelope: 13346951 |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara<br>STREET ADDRESS: 191 N First St<br>MAILING ADDRESS:<br>CITY AND ZIP CODE: San Jose 95113<br>BRANCH NAME: Downtown Superior Court  |  |
| PLAINTIFF/PETITIONER: Plaintiffs Raktv Dominguez and Grace Dominguez<br>DEFENDANT/RESPONDENT: All-Pro Bail Bonds, Inc. et al<br>OTHER:  | CASE NUMBER:<br>21CV381890<br>JUDICIAL OFFICER:<br>Hon Theodore Zayner   |
| <b>PROPOSED ORDER (COVER SHEET)</b>   | DEPT:<br>19  |

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
Plaintiffs Raktv Dominguez and Grace Dominguez
2. Title of the proposed order:  
REVISED [PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Motion for Final Approval of Class Action Settlement
  - b. Date and time: September 20, 2023
  - c. Place: Dept 19, Downtown Superior Court, 191 North First Street San Jose, CA 95113
4. The proposed order was served on the other parties in the case.

Ari Charniak \_\_\_\_\_  
(TYPE OR PRINT NAME)

 \_\_\_\_\_  
(SIGNATURE OF PARTY OR ATTORNEY)

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FILED  
**October 19, 2023**  
 Clerk of the Court  
 Superior Court of CA  
 County of Santa Clara  
  
 21CV381890  
 By: rwalker

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 10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 11 **COUNTY OF SANTA CLARA**  
 12

13  
 14 **RAKLY DOMINGUEZ and GRACE**  
**DOMINGUEZ**, individually and on behalf of  
 15 all others similarly situated,

16 Plaintiffs,

17 vs.

18 **ALL-PRO BAIL BONDS, INC.**, a California  
 19 Corporation, **BANKERS INSURANCE**  
**COMPANY**, A Florida Corporation, and  
 20 **BANKERS SURETY SERVICES, INC.**, a  
 Florida Corporation,  
 21

22 Defendants.  
 23  
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 25  
 26  
 27  
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Case No.: 21CV381890

**REVISED [~~PROPOSED~~] FINAL APPROVAL  
 ORDER AND JUDGMENT**

Date: September 20, 2023  
 Time: 1:30 p.m.  
 Judge: Theodore C. Zayner  
 Dept.: 19

1 Currently before the Court are (1) Plaintiffs’ motion for final approval of class action settlement  
2 and (2) Plaintiffs’ motion for attorneys’ fees and costs, administration costs, and service awards for class  
3 representatives. The motions are unopposed. As discussed below, the Court grants final approval and  
4 approves Plaintiffs’ attorney fees, costs, administration costs, and service awards.

4 **I. INTRODUCTION**

5 This is a class action arising out of credit bail agreements that allegedly violate Civil Code  
6 sections 1799.91, 1799.92, 1799.93, and 1799.95 because they do not provide cosigner with the required  
7 notice. The Class Action Complaint (“Complaint”), filed on May 14, 2021, sets forth the following causes  
8 of action: (1) Violation of California Unfair Competition Law, Cal. Business & Professions Code §§  
9 17200-17210; and (2) Declaratory Judgment. Plaintiffs Rakly Dominguez and Grace Dominguez  
10 (collectively, “Plaintiffs”) have reached a settlement with defendants All-Pro Bail Bonds, Inc. (“All-  
11 Pro”), Bankers Insurance Company, and Bankers Surety Services, Inc. (collectively, “Defendants”).  
12 Plaintiffs moved for preliminary approval of the settlement.

13 On February 1, 2023, the court continued the motion for preliminary approval of the settlement  
14 to March 29, 2023. In the minute order dated February 1, 2023, the court requested Plaintiffs file a  
15 supplemental declaration explaining why Philadelphia Reinsurance Company, and its related persons and  
16 entities, were in included in the release. The court also asked Plaintiffs to clarify the amount of attorney  
17 fees being sought. On March 13, 2023, Plaintiffs’ counsel filed a supplemental declaration. The  
18 declaration explained that the bail bond agreements issued by All-Pro during the class period included  
19 those issued by All-Pro on behalf of the other defendants and Philadelphia Reinsurance Company and  
20 clarified the amount of attorney fees sought. The Court granted the motion for preliminary approval.

21 On September 19, 2023, the Court issued a tentative ruling stating that it was inclined to grant  
22 final approval and approve the requested attorney fees, costs, administration costs, and service awards,  
23 but requested that Plaintiffs’ counsel provide a supplemental declaration explaining the basis for the  
24 requested administration costs. On September 20, 2023, Plaintiff’s Counsel filed a supplemental  
25 declaration from the Settlement Administrator providing a detailed breakdown of the administration costs  
26 by category.

24 **II. LEGAL STANDARD**

25 Generally, “questions whether a settlement was fair and reasonable, whether notice to the class  
26 was adequate, whether certification of the class was proper, and whether the attorney fee award was  
27 proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.*  
28

1 (2001) 91 Cal.App.4th 224, 234-235 (*Wershba*), citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th  
2 1794 (*Dunk*).

3 In determining whether a class settlement is fair, adequate and reasonable, the trial court should  
4 consider relevant factors, such as “the strength of plaintiffs’ case, the risk, expense, complexity  
5 and likely duration of further litigation, the risk of maintaining class action status through trial,  
6 the amount offered in settlement, the extent of discovery completed and the stage of the  
7 proceedings, the experience and views of counsel, the presence of a governmental participant,  
8 and the reaction of the class members to the proposed settlement.”  
9 (*Wershba, supra*, 91 Cal.App.4th at pp. 244-245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1801 and  
10 *Officers for Justice v. Civil Service Com’n, etc.* (9th Cir. 1982) 688 F.2d 615, 624 (*Officers*)).

11 “The list of factors is not exclusive and the court is free to engage in a balancing and weighing of  
12 factors depending on the circumstances of each case.” (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The  
13 court must examine the “proposed settlement agreement to the extent necessary to reach a reasoned  
14 judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the  
15 negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all  
16 concerned.” (*Ibid.*, quoting *Dunk, supra*, 48 Cal.App.4th at p. 1801 and *Officers, supra*, 688 F.2d at  
17 p. 625, internal quotation marks omitted.)

18 The burden is on the proponent of the settlement to show that it is fair and reasonable. However  
19 “a presumption of fairness exists where: (1) the settlement is reached through arm’s-length  
20 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act  
21 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors  
22 is small.”  
23 (*Wershba, supra*, 91 Cal.App.4th at p. 245, citing *Dunk, supra*, 48 Cal.App.4th at p. 1802.)

### 24 **III. DISCUSSION**

25 The case has been settled on behalf of the following class:

26 [A]ll non-spouse co-signers who signed an All Pro Surety Bail Bond Indemnity Agreement and  
27 an All Pro Promissory Note for Surety Bail Bond at any time prior to May 1, 2021 (collectively,  
28 the “All-Pro Agreements(s)”), and for which a payment was sought from, owed, or made to All  
Pro (or any third party collection agency collecting payments on behalf of All Pro) pursuant to  
the All-Pro Agreements at any time between May 25, 2017 and April 24, 2023 (the date of  
Preliminary Approval of this Class Settlement Agreement).

The non-reversionary gross settlement amount is \$2,300,000. Plaintiffs are seeking attorney fees in the  
amount of \$766,590, representing 33.33% of the gross settlement amount. Plaintiffs are also seeking  
costs in the amount of \$12,375.56, less than the \$20,000 requested at preliminary approval. Plaintiffs are  
also seeking \$100,000 in costs for administering notice to the class.

The \$1,413,534.44 class portion of the settlement will be allocated to the settlement class  
members pro rata based on the total number of payments made to All-Pro on the specific event (i.e., series  
of transactions resulting in the posting by All-Pro of criminal bail bond(s) by which a criminal defendant  
is released from custody) for which the Class Member executed an All-Pro Agreement. The average

1 payment to class members will be \$41.82 and the highest payment is \$943.66. Class members will not  
2 be required to submit a claim to receive their payments. Funds associated with checks uncashed after  
3 180 days will be tendered to the Children’s Advocacy Institute.

4 In addition to the monetary settlement, All-Pro agrees that it will be subject to a stipulated  
5 permanent injunction enjoining it, and persons or entities acting in concert with it, from the Effective  
6 Date onwards, from collecting from all non-spouse co-signers any outstanding installment premium  
7 payments remaining due and owing on All-Pro Agreements executed prior to May 1, 2021. Plaintiffs  
8 estimate that the value of the injunction to the class members during the class period is \$21.5 million.

9 In exchange for the settlement, class members who do not opt out will release:

10 [A]ny and all of the Released Parties of and from any and all claims, causes of action, demands,  
11 or legal theories of relief alleged or otherwise raised or that could have been raised based on or  
12 related to the factual allegations pleaded in Plaintiffs’ Class Action Complaint (“Complaint”),  
13 including without limitation all of the following: Violation of Civil Code 1799.91: Violation of  
14 Civil Code 1799.95; Violation of Business and Professions Code § 17200, et seq. (Unfair  
15 competition Law or UCL) based on or related to the alleged Violation of Civil Code 1799.90, et  
16 seq.; Declaratory Relief based on or related to the alleged Civil Code § 1799.90, et seq; violations,  
17 claims for injunctions, and all claims for damages, penalties, interest, fees and costs, restitution,  
18 equitable relief, and other amounts or types of relief recoverable under said claims, causes of  
19 action, demands or legal theories of relief. The period of this release shall extend to the limits of  
20 the Settlement Class Period. The release shall exclude the release of any claims not permitted to  
21 be released by law.

22 The “Settlement Class Period” means the period from April 30, 2017 to the date when the final  
23 approval order becomes final.

24 The “Released Parties” are defined as:

25 Defendants, Philadelphia Reinsurance Company, and each of their past, present, and future  
26 parents, subsidiaries, affiliates, predecessors, successors, assigns, joint venturers, and joint  
27 employers, and each of their past, present, and future owners, officers, directors, principals,  
28 heirs, members, managers, employees, consultants, partners, affiliates, subsidiaries,  
29 parents, investors, shareholders, attorneys, accountants, auditors, consultants, insurers,  
30 reinsurers, joint venturers, agents, representatives, predecessors, successors, assigns, or  
31 legal representatives and any individual or entity who or which could be jointly liable with  
32 Defendants or Philadelphia Reinsurance Company, or all persons or entities acting by,  
33 through under or in concert with any of them.

34 In addition, Plaintiffs agree to a comprehensive general release.

35 At preliminary approval, the Court found that the settlement was a fair a reasonable compromise  
36 of the class claims, and the Court’s findings made at the preliminary approval hearing are incorporated  
37 herein by reference as though set forth in full. The Court finds no reason to deviate from this finding  
38 now, especially considering that there are no objections. The Court thus finds that the settlement is fair  
39 and reasonable for purposes of final approval.

1 The notice process has now been completed. There were no objections to the settlement and only  
2 six individuals requested exclusion from the class. (Declaration of Bryn Bridley re: Notice and Settlement  
3 Administration (Bridley Decl.), ¶ 9.) Of the 33,798 notices mailed by the administrator, 7,307 were  
4 returned to Atticus Administration, LLC (“Atticus”), the settlement administrator. (*Id.*, ¶ 7.) Two  
5 hundred fifty-nine notices were returned with forwarding addresses and were remailed to those addresses;  
6 six of these were ultimately undeliverable. (*Ibid.*) Of the remaining 7,048 returned notices, 6,735 were  
7 sent to a professional service for address tracing and 313 were not sent for tracing because they were  
8 received after the exclusion and objection deadline. After tracing, new addresses were received for 4,027  
9 records and were not received for 2,708 records. (*Ibid.*) Notices were remailed to the 4,027 new addresses  
10 and 591 of those were returned as undeliverable. (*Ibid.*) The total number of notices deemed  
11 undeliverable was 3,612. (*Ibid.*) Thus, the administrator was ultimately able to provide notice to  
12 approximately 89.31 percent of the class. (*Id.*, ¶ 8.)

13 The court also has an independent right and responsibility to review the requested attorney fees  
14 and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone*  
15 *Co.* (2004) 118 Cal.App.4th 123, 127-128.) The benefits achieved by the settlement justify an award of  
16 attorney fees to class counsel. Plaintiffs seek a fee award of \$766,590, amounting to one third of the  
17 gross settlement amount. Plaintiffs also request costs in the amount of \$12,375.56, less than the \$20,000  
18 requested at preliminary approval. Plaintiffs’ litigation costs are approved in the amount of \$12,375.56.

19 With respect to the fees, the lodestar method is a recognized method for calculating attorney fees  
20 in civil class actions, and is appropriately employed in this case. (See *Wershba, supra*, 91 Cal.App.4th  
21 at p. 254 [“Courts recognize two methods for calculating attorney fees in civil class actions: the  
22 lodestar/multiplier method and the percentage of recovery method.”]; *Consumer Privacy Cases* (2009)  
23 175 Cal.App.4th 545, 556-557 [trial court properly awarded attorney fees in consumer class action based  
24 on lodestar method where there was no “common fund” justifying a percentage recovery].)

25 The lodestar (or touchstone) is produced by multiplying the number of hours reasonably expended  
26 by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may increase or  
27 decrease that amount by applying a positive or negative ‘multiplier’ to take into account a variety  
28 of other factors, including the quality of the representation, the novelty and complexity of the  
issues, the results obtained, and the contingent risk presented.  
(*Consumer Privacy Cases, supra*, 175 Cal.App.4th at p. 556, internal citation and quotations omitted.)

“There is ‘no mathematical rule requiring proportionality between compensatory damages and  
attorney’s fees awards, [citation], and courts have awarded attorney’s fees where plaintiffs recovered  
only nominal or minimal damages.’ ” (*Harman v. City and County of San Francisco* (2007) 158  
Cal.App.4th 407, 421.)

1 Plaintiff's counsel submits that their total fees incurred in this action so far, as of August 25,  
2 2023, are \$326,517 based on 427.20 hours spent on the case by counsel with billing rates of \$650 to 925  
3 per hour. (Declaration of Julian Hammond in Support of Motion for Final Approval of Class Action  
4 Settlement, and Motion for Attorneys' Fees and Costs, and Class Representative Service Awards  
5 (Hammond Decl.), ¶ 13.) Counsel indicates that comparing the requested fees result in a multiplier of  
6 2.35 to their current lodestar. (Id., ¶ 49.) The 2.35 multiplier is somewhat high but not outside the realm  
7 of reasonable multipliers. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 ["2.5 multiplier  
8 that class counsel are to receive is [not] so out of line with prevailing case law as to constitute an abuse  
9 of discretion."]; *Wershba, supra*, 91 Cal.App.4th at p. 255 ["Multipliers can range from 2 to 4 or even  
10 higher."].) Additionally, the fees requested are reasonable as a percentage of the common fund and a  
11 large portion of the value achieved by Plaintiffs' counsel is the injunction, which counsel estimates is  
12 worth approximately \$21.5 million. The fees are, therefore, approved.

11 Plaintiffs also request administration costs in the amount of \$100,000. In support of this request,  
12 Plaintiffs have provided a supplemental declaration of Bryn Bridley, Director of Project Management at  
13 Atticus, with a breakdown of the expenses incurred or expected or services performed or expected to be  
14 performed by category.

15 At preliminary approval, the Court reduced Plaintiffs' requested service awards to \$5,000 for  
16 Rakly Dominguez and \$2,500 for Grace Dominguez.<sup>1</sup> The Court approves these amounts.

#### 16 **IV. ORDER AND JUDGMENT**

17 Accordingly, IT IS HEREBY ORDERED AND ADJUDGED as follows:

18 1. The Settlement Agreement is fully and finally approved and is hereby incorporated by  
19 reference.

20 2. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the  
21 conditional class certification contained in the Order Granting Preliminary Approval of Class Action  
22 Settlement defined as: All non-spouse co-signers that signed an All-Pro Surety Bail Bond Indemnity  
23 Agreement and an All-Pro Promissory Note for Surety Bail Bond (collectively, the "All-Pro  
24 Agreements") at any time prior to May 1, 2021, and for which a payment was made to All-Pro pursuant  
25 to the All-Pro Agreements at any time between May 25, 2017, and April 24, 2023.

26 3. The Court hereby appoints Plaintiffs Rakly Dominguez and Grace Dominguez as Class  
27 Representatives and HammondLaw, P.C. as Class Counsel.

28 <sup>1</sup> Plaintiffs initially requested \$10,000 for Rakly Dominguez and \$5,000 for Grace Dominguez.

1           4.       The Court hereby finds that the Class Notice has been mailed to Class Members as  
2 previously ordered by the Court, and that such Notice fairly and adequately described the terms of the  
3 proposed Settlement Agreement, the manner in which Class Members could object to or opt-out of the  
4 settlement; was the best notice practicable under the circumstances; was mailed with sufficient notice to  
5 all Class Members; and complied fully with California Rule of Court 3.769, and all other applicable laws.  
6 The Court further finds that a full and fair opportunity has been afforded to Class Members to participate  
7 in the proceedings convened to determine whether the proposed Settlement Agreement should be given  
8 final approval.

9           5.       In response to the Notice, six Class Members validly requested to be excluded from the  
10 Settlement. These Class Members are: Julianna Arreola, Alondra Santiago, Stephanie Zunga, Adrienne  
11 Keely, Thomas Kelly, and Jackie Hopper.

12           6.       In response to the Notice, no Class Member submitted an objection to the Settlement. The  
13 Court finds that given the absence of objections, and objections being a prerequisite to appeal, that this  
14 Order and Judgment shall be considered as final as of the date of notice of entry.

15           7.       Accordingly, as of the Effective Date, the Released Parties are discharged and released  
16 from any and all liability with respect to the Release by Participating Settlement Class Members.

17           8.       The Court hereby finally and unconditionally approves the Settlement Agreement as fair,  
18 reasonable, and adequate and directs the parties to implement its terms, and specifically,

19           a.       Approves the Gross Settlement Amount of \$2,300,000;

20           b.       Approves the application for Class Representatives' service award of \$5,000 to  
21 Plaintiff Rakly Dominguez and \$2,500 to Plaintiff Grace Dominguez;

22           c.       Approves Class Counsels' request for a fees award of \$766,590, or 1/3 of the Gross  
23 Settlement Amount, as reasonable; approves Class Counsel's hourly rates as reasonable, and within the  
24 range of market rates that attorneys with similar levels of skill, experience and reputation for handling  
25 matters of similar complexity; and finds that the fees' request is justified under the lodestar/multiplier  
26 analysis;

27           d.       Approves Class Counsel's request for reimbursement of litigation expenses of  
28 \$12,375.56;

          e.       Approves payment to Atticus of \$100,000 as costs of settlement administration;

          f.       Approves the payment from the Net Settlement of amounts determined by the  
Settlement Administrator to be due to Class Members, as specified in the Settlement Agreement;



1 g. Approves that any amounts from uncashed settlement checks be send to Children's  
2 Advocacy Institute as the *cy pres* beneficiary; and

3 h. Enters the parties' stipulated permanent injunction as set forth in the Stipulation  
4 for entry of Permanent Injunction, executed by the Parties and filed concurrently herewith, enjoining All-  
5 Pro, and persons or entities acting in concert with All-Pro, from the date of entry of this Order onwards,  
6 from collecting from all non-spouse co-signer that signed an All-Pro Agreement at any time prior to May  
7 1, 2021, any outstanding installment premium payments remaining due and owing on All-Pro  
8 Agreements executed prior to May 1, 2021.

9 9. A Final Accounting is set for May 24, 2023 at 2:30 p.m. in Department 19. At least ten  
10 court days before the hearing, class counsel and the settlement administrator shall submit a summary  
11 accounting of the net settlement fund identifying distributions made as ordered herein, the number and  
12 value of any uncashed checks, amounts remitted to Defendant, the status of any unresolved issues, and  
13 any other matters appropriate to bring to the court's attention. Counsel may appear at the compliance  
14 hearing remotely.

15 10. The Court retains exclusive and continuing jurisdiction over the litigation for purposes of  
16 supervising, implementing, interpreting, and enforcing this Final Approval Order and the Settlement  
17 Agreement, and, if necessary, to conduct a further hearing on certification of distribution of settlement  
18 amounts.

19 **IT IS SO ORDERED AND ADJUDGED.**

20 Dated: October 19, 2023



21 HON. THEODORE C. ZAYNER  
22 Superior Court Judge