

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

Anthony Lingle v. Centimark Corporation, et al.

Lingle · No. 2:22-cv-01471-KJM-JDP · Decided November 21, 2025

SUMMARY

The United States District Court for the Eastern District of California granted final approval of a class-action settlement resolving Anthony Lingle’s wage-and-hour and California Private Attorneys General Act claims against Centimark Corporation. The court certified the settlement class, found the agreement fair, reasonable, and adequate, and retained jurisdiction to enforce it. The court awarded class counsel \$150,000 in attorneys’ fees, approved specified litigation and administrative costs, and awarded Lingle a \$5,000 incentive payment.

CASE DETAILS

COURT	United States District Court for the Eastern District of California
JURISDICTION	United States District Court for the Eastern District of California
DECIDED	November 21, 2025
DOCKET	2:22-cv-01471-KJM-JDP
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for certification of a settlement class, final approval of a class and representative PAGA settlement, and an award of attorneys’ fees and costs. The motions were unopposed.
STANDARD OF REVIEW	The court independently evaluated whether the settlement was fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e), applying the Rule 23(e)(2) factors and the Ninth Circuit’s Churchill factors. It exercised discretion in evaluating attorneys’ fees through percentage-of-recovery and lodestar methods, including a lodestar cross-check.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Anthony Lingle v. Centimark Corporation, et al.

TOPICS

- class actions
- attorney fees
- costs
- wage and hour
- civil procedure

PRACTICE AREAS

class actions

employment law

wage and hour

attorneys' fees

settlement approval

QUESTIONS PRESENTED

1. Whether the proposed settlement class satisfied Federal Rule of Civil Procedure 23(a) and (b)(3) for settlement purposes.
2. Whether the proposed class and PAGA settlement was fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e).
3. Whether class counsel was entitled to the requested attorneys' fee award of \$200,000, or one-third of the settlement fund.
4. Whether plaintiff was entitled to the requested \$10,000 class-representative incentive award.
5. Whether the requested litigation and settlement-administration costs were reasonable.

HOLDINGS

1. The proposed settlement class satisfied the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), including numerosity, commonality, typicality, adequacy, predominance, and superiority.
2. The settlement was fair, reasonable, and adequate under Rule 23(e), and the settlement of Lingle's PAGA claims satisfied the applicable California-law standard.
3. Class counsel was entitled to \$150,000 in attorneys' fees, representing 25 percent of the \$600,000 settlement fund, but was not entitled to the requested \$200,000 award.
4. Lingle was entitled to a \$5,000 incentive award, but not the requested \$10,000 award.
5. The requested litigation costs of \$11,668.27 and settlement-administration costs of \$8,687.04 were reasonable and approved.

KEY QUOTATIONS

"The court must next decide whether the proposed settlement agreement is "fair, reasonable and adequate.""
(at 4)

"A settlement agreement eliminates these uncertainties and permits class members to receive a substantial recovery now." (at 7)

"The court therefore grants counsel's request for an attorneys' fees award at the 25 percent benchmark rate, i.e., \$150,000." (at 12)

FACTUAL BACKGROUND

Lingle alleged that Centimark failed to pay wages owed to him and similarly situated employees and failed to provide meal and rest breaks required by California law. He also asserted representative claims under California's Private Attorneys General Act. The proposed settlement covered approximately 180 class members, with one opt-out and no objections; it provided a \$600,000 gross settlement fund.

PROCEDURAL HISTORY

Lingle filed the action in state court, and Centimark removed it to the Eastern District of California under the Class Action Fairness Act. After the court denied Centimark's motion to dismiss, the parties reached a settlement. The court twice denied or deferred preliminary approval without prejudice because of concerns about the settlement's fairness, arm's-length negotiation, class compensation, and proposed fee award. After reviewing confidential mediation briefs, the court granted final settlement approval and granted the fee motion in part.

DISPOSITION

other

CASES CITED

- Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 620 (1997)
- Kim v. Allison, 8 F.4th 1170, 1178 (9th Cir. 2021)
- In re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 941–46 (9th Cir. 2011)
- Churchill Vill., LLC v. Gen. Elec., 361 F.3d 566, 575 (9th Cir. 2004)
- Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998)
- Wal-Mart Stores, Inc. v. Dukes, 564 U.S. 338 (2011)
- Knisley v. Network Associates, Inc., 312 F.3d 1123, 1125 (9th Cir. 2002)
- Adoma v. Univ. of Phoenix, Inc., 913 F. Supp. 2d 964, 972 (E.D. Cal. 2012)
- Class Plaintiffs v. Seattle, 955 F.2d 1268, 1276 (9th Cir. 1992)
- Staton v. Boeing Co., 327 F.3d 938, 952 (9th Cir. 2003)
- Mangold v. Cal. Public Util. Comm'n, 67 F.3d 1470, 1478 (9th Cir. 1995)
- Rodriguez v. Disner, 688 F.3d 645, 653 n.6 (9th Cir. 2012)
- Serrano v. Priest, 20 Cal. 3d 25, 34 (1977)
- Vizcaino v. Microsoft Corp., 290 F.3d 1043, 1047–50 (9th Cir. 2002)
- Espinosa v. Cal. Coll. of San Diego, Inc., No. 17-0744, 2018 WL 1705955, at *8 (S.D. Cal. Apr. 9, 2018)
- In re Consumer Privacy Cases, 175 Cal. App. 4th 545, 557–58 & n.13 (2009)
- In re Nat'l Collegiate Athletic Ass'n Athletic Grant-in-Aid Cap Antitrust Litig., 768 F. App'x 651, 653 (9th Cir. 2019)
- Seguin v. County of Tulare, No. 16-01262, 2018 WL 1919823, at *6 (E.D. Cal. Apr. 24, 2018)
- Adams v. City & Cty. of Honolulu, No. 12-00667, 2017 WL 3880651, at *1 (D. Haw. Sept. 5, 2017)
- Van Vranken v. Atl. Richfield Co., 901 F. Supp. 294, 299 (N.D. Cal. 1995)
- In re Online DVD-Rental Antitrust Litig., 779 F.3d 934, 947 (9th Cir. 2015)