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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

DIEN TRUONG, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

DS SERVICES OF AMERICA, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: FCS054399

[Assigned to the Hon. E. Bradley Nelson, Dept. 4]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT**

Date: July 29, 2021

Time: 9:00 A.M.

Dept.: 4

Complaint Filed: February 20, 2020

Trial Date: Not Set

ADDITIONAL ATTORNEYS

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Attorneys for Plaintiff, the Class, and Aggrieved Employees

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on July 29, 2021, at 9:00 a.m., or as soon thereafter as
3 the matter may be heard, before the Honorable E. Bradley Nelson, judge presiding, in
4 Department 4 of the above referenced Court located at 600 Union Avenue, Fairfield, California
5 94533, Plaintiff Dien Truong (“Plaintiff”) will seek an Order:

6 (1) granting final approval to the Joint Stipulation and Settlement Agreement
7 (“Stipulation” or “Settlement Agreement”) between Plaintiff and Defendant DS Services
8 America, Inc. (“Defendant”) in this matter;

9 (2) approving distribution of the settlement funds to the class members pursuant to
10 the terms of the Settlement Agreement;

11 (3) approving Plaintiff’s request for an award of the class representative enhancement
12 of \$15,000.00 to Plaintiff pursuant to the terms of the Settlement Agreement;

13 (4) approving Plaintiff’s Counsel’s request for an award of attorneys’ fees to Class
14 Counsel for one-third of the \$725,000.00 Gross Fund Value, or \$241,666.67, and reimbursement
15 of litigation costs of \$15,012.65, pursuant to the terms of the Settlement Agreement;¹

16 (5) approving Plaintiff’s request for payment of the class administration costs to
17 ILYM in the amount of \$2,997.45 pursuant to the terms of the Settlement Agreement;

18 (6) approving Plaintiff’s request for payment to the LWDA for \$30,000.00 pursuant
19 to the terms of the Settlement Agreement; and

20 (7) entering final judgment as to all members of the Settlement Class in this action.

21 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
22 provides for court approval of the settlement of a purported class action and allows the Court to
23 grant final certification of a class for settlement purposes. In light of the overwhelmingly positive
24 response, as shown by the lack of objections to the settlement and twenty-one opt-outs, there is
25 no question that the settlement is fair, reasonable, and adequate and thus should be granted final
26 approval.

27
28 ¹ While the Agreement expressly provides for Plaintiff to seek up to 35% of the Gross Fund Value for Plaintiff’s attorneys’ fees, and Plaintiff’s attorneys’ lodestar such amount, Plaintiff’s attorneys will only be seeking 1/3 of the Gross Fund Value as the attorneys’ fees.

1 This Motion will be based on the attached Memorandum of Point and Authorities and the
2 supporting Declarations of Larry W. Lee, Mai Tulyathan, Dennis S. Hyun, Plaintiff Dien
3 Truong, and Makenna Snow of ILYM and upon the oral arguments of counsel (should there be
4 any), and on the complete records and file herein.

5
6 DATED: July 8, 2021

DIVERSITY LAW GROUP, P.C.

7
8 By: 
9 Larry W. Lee
10 Mai Tulyathan
11 Attorneys for Plaintiff, the Class, and Aggrieved
12 Employees
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1 **I. INTRODUCTION**

2 Plaintiff Dien Truong (“Plaintiff”) now seeks the Court’s final approval of the Class
3 Action Settlement. The settlement provides for a \$725,000.00 **non-reversionary** fund to be
4 created for the benefit of the Class, from which attorneys’ fees, litigation costs, enhancement
5 payment to the Plaintiff, payment to the California Labor and Workforce Development Agency
6 (“LWDA”), and costs of settlement administration are to be paid pursuant to the Joint Stipulation
7 and Settlement Agreement (“Stipulation” or “Settlement Agreement”). The Net Fund Value after
8 these deductions will be paid to all Class Members who did not opt-out of the Settlement.

9 The history of this litigation was previously detailed in Plaintiff’s Motion for Preliminary
10 Approval of Class Action Settlement. The Court preliminarily approved this Settlement on
11 March 29, 2021, directing distribution of class notice and scheduling the hearing for final
12 approval of settlement (the “Preliminary Approval Order”).

13 As directed by the Court, the Administrator distributed the class notice to 136 class
14 members. Declaration of Makenna Snow for ILYM (“Snow Decl.”) ¶¶ 5-10. To date, **not a**
15 **single class member has requested exclusion and/or objected to the settlement.** *Id.* at ¶¶ 11-
16 12. Given the lack of objections and opt-outs, an inference can be made that the Class supports
17 the Court’s Preliminary Approval Order finding that the Settlement Agreement is fair and
18 reasonable.

19 In sum, as a result of the settlement administration process, the lack of any objections and
20 opt-outs, and the amount of class funds being paid out to the Class Members, the Court may
21 confirm its preliminary approval as this process supports the Court’s initial finding that the
22 settlement is fair and reasonable. The fact that no objections were filed is instructive that class
23 members believe that the settlement was fair and reasonable.

24 In addition to the results of the notice process, for the same reasons as set forth earlier in
25 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the following represent
26 the basic points previously covered supporting approval of the settlement:

- 27 ▪ The settlement provides a total settlement sum of \$725,000.00 which is **non-**
28 **reversionary;**

- 1 ▪ The settlement is fair given that claiming Class Members will receive (*after*
2 *deductions for fees, costs, etc.*) on average, approximately \$3,090.61, with the
3 estimated highest gross payment being \$4,797.23 (Snow Decl. ¶ 14);
- 4 ▪ Class Members did not need to submit claim forms to participate in the
5 settlement, but are being paid automatically;
- 6 ▪ The allocation reflects that payment of claims will be paid to all Class Members
7 in proportion to the number of wage statements received by each Class Member;
- 8 ▪ Plaintiff conducted significant investigation in this case, including substantial
9 discovery by Plaintiff and Defendant, significant motion practice in a related case,
10 and exchanges of class data for the entire class necessary for Plaintiff to fully
11 evaluate this case;
- 12 ▪ A highly regarded claims administrator, ILYM, was retained for approximately
13 \$2,997.45; and
- 14 ▪ California’s LWDA will also be the beneficiary of this Settlement as it will
15 receive \$30,000.00, should this Settlement be granted final approval.

16 Accordingly, the Court should grant Final Approval consistent with the Preliminary
17 Approval Order.

18 **II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE** 19 **SETTLEMENT**

20 The notice procedures required by the Preliminary Approval Order have been followed
21 and satisfy all due process rights of Class Members. The Preliminary Approval Order
22 contemplated that the Notice of Class Action Settlement (the “Notice”), as approved in the
23 Preliminary Approval Order, be sent to all Class Members by first class mail, as specified in the
24 Settlement. The Preliminary Approval Order contemplated, further, that ILYM would serve as
25 the Administrator.

26 As clearly stated in the Snow Declaration, notice was provided to Class Members, as
27 required by the Preliminary Approval Order. On or about April 8, 2021, the Administrator
28 received a class member mailing list from Defendant’s counsel that included 136 Class

1 Members. Snow Decl. ¶ 5. On or about April 19, 2021, each of the persons identified on the
2 mailing list were sent the Notice via first class mail. *Id.* at ¶ 7. As part of the administration
3 process, the Administrator has re-mailed Notices to 2 Class Members using newly updated
4 addresses after performing a skip-trace using an address trace. *Id.* at ¶ 8. As of the date of this
5 filing, 2 Notices remain undeliverable. *Id.* ¶¶ 8-9. Specifically, these 2 Notices were
6 undeliverable since an updated address could not be obtained through skip-trace searches. *Id.*
7 Further, the Notice provided Class Members with the Class Counsel’s contact information,
8 where they could further seek information regarding the class settlement, leave questions for the
9 Administrator, and update their address. Snow Decl. at ¶ 7, Ex. A.

10 The provision of sending the notice to class members as described above meets the
11 requirements for the “best notice practicable” in this case as necessary to protect the due process
12 rights of class members. *See, Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)
13 (provision of “best notice practicable” with description of the litigation and explanation of opt-
14 out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974)
15 (individual notice must be sent to class members who can be identified through reasonable
16 means); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best
17 practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise
18 interested parties of the pendency of the action and afford them an opportunity to present their
19 objections”).

20 Here, the Class Members were provided with a mailing regarding the settlement that
21 explained the settlement and allowed Class Members to seek information, ask questions, seek
22 additional forms, and object, if so desired. As such, proper notice has been given to the Class
23 Members. Thus, the Court may proceed to determine the fairness and adequacy of the Settlement
24 and enter its Order granting final approval, secure in the knowledge that all absent Class
25 Members have been given the opportunity to participate fully in the claims, exclusion, and the
26 approval process.

27 //

28 //

1 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE,**
2 **AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

3 Settlements of disputed claims are favored by the courts. *Huens v. Tatum*, 52 Cal. App.
4 4th 259, 265 (1997). In evaluating settlements, the courts have long recognized that compromise
5 is particularly appropriate since such litigation is difficult and notoriously uncertain. *7-Eleven*
6 *Owners for Fair Fran. v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2000) ("[V]oluntary
7 conciliation and settlement are the preferred means of dispute resolution. This is especially true
8 in complex class action litigation.").

9 "[T]o prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a
10 class action requires court approval." *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801
11 (1996) (citing *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal. App. 3d 573, 578
12 579 (1980).) The court must decide whether the proposed settlement falls within the range of
13 reasonable settlements, taking into account that settlements are compromises between the parties
14 reflecting subjective, unquantifiable judgments concerning the risks and possible outcomes of
15 litigation. *See Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 246 (2001) ("The proposed
16 settlement is not to be judged against a hypothetical or speculative measure of what might have
17 been achieved had plaintiffs prevailed at trial.") In *Wershba*, appellants argued that the
18 settlement was too low given the "clear" liability, however, the Court rejected this argument and
19 held that "the merits of the underlying class claims are not a basis for upsetting the settlement of
20 a class action." *Id.*; *see also 7-Eleven, supra*, at 1150.

21 In these cases, Courts have repeatedly emphasized that there is a strong initial
22 presumption that the compromise is fair and reasonable. *Wershba*, 91 Cal. App. 4th at 245.
23 Courts should not substitute their judgment for that of the parties who negotiated the settlement.
24 *Id.* at 246.

25 The law favors settlement, particularly in class actions and other complex cases, where
26 substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.
27 *See 4 Newberg on Class Actions*, 4th § 11.41 (2008); *Chemical Bank v. City of Seattle*, 955 F.2d
28 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

1 Although the Court possesses “broad discretion” in determining that a proposed class
2 action settlement is fair, the Court’s role must be limited to the extent necessary to reach a
3 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
4 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and
5 adequate to all concerned. *See Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625 (9th
6 Cir. 1982). Accordingly, the Court should give due regard to what is otherwise a “private
7 consensual agreement” between the parties. *Id.*; *see also Church v. Consolidated Freightways,*
8 *Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F.
9 Supp. 1379 (D. Ariz. 1989), *aff’d sub nom.*, *City of Seattle*, 955 F.2d 1268; Manual § 21.6 at 309
10 (“The judicial role in reviewing a proposed settlement is critical, but limited to approving the
11 proposed settlement, disapproving it, or imposing conditions on it. The judge cannot rewrite the
12 agreement”).

13 A court’s approval of a class action settlement will only be reversed for a clear abuse of
14 discretion. *See Dunk*, 48 Cal. App. 4th at 1801; *Officers for Justice*, 688 F.2d at 626 (“reverse
15 only upon a strong showing that the district court’s decision was a clear abuse of discretion”);
16 *Chemical Bank*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993 WL 326453 (9th Cir. 1993);
17 *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

18 As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
19 Cal. App. 4th 1135, 1146 (2000):

20 “It cannot be overemphasized that neither the trial court in approving the
21 settlement nor this Court in reviewing that approval have the right or duty to reach
22 any ultimate conclusions on the issues of fact and law which underlie the merits
23 of the dispute. It is well settled that in the judicial consideration of proposed
settlements, ‘the [trial] judge does not try out or attempt to decide the merits of
the controversy,’ [citation] and the appellate court ‘need not and should not reach
any dispositive conclusions on the admittedly unsettled legal issue.’”

24 **A. The Settlement is Presumed to Be Fair**

25 The Court should begin its analysis with the presumption that the settlement is fair and
26 should be approved:

27 [A] presumption of fairness exists where: (1) the settlement is reached through
28 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
counsel and the court to act intelligently; (3) counsel is experienced in similar

1 litigation; and (4) the percentage of objectors is small.
2 *Dunk*, 48 Cal. App. 4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at
3 1146; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash.*
4 *Pub Power Supply*, 720 F. Supp. at 1387.

5 The settlement in the case at bar warrants approval and carries a presumption of fairness.
6 As previously noted in the application for Preliminary Approval, this current settlement was
7 negotiated at arm's length after a full day of mediation with Michael E. Dickstein. Hyun Decl. ¶
8 12. Since the filing of the Complaint, the Parties engaged in formal and informal discovery,
9 including the production of payroll records for the Class, after which the Parties agreed to
10 mediate the case. *Id.* at ¶ 12. In connection with the mediation, Defendant produced data,
11 including payroll records for the Class, which allowed Plaintiff to conduct a full damage
12 analysis. *Id.*

13 Further, this case was heavily litigated in another matter entitled, *Corona v DS Services*
14 *of America, Inc.*, Los Angeles County Superior Court Case No. 19STCV03835 (the "*Corona*
15 *Action*"). Defendant and the plaintiff therein, Hector Corona ("Corona"), entered into a class
16 and PAGA settlement and they were asserting the position that the release in the *Corona Action*
17 applied to this action and wiped out at least some of the claims asserted by Plaintiff herein.
18 (Hyun Decl. ¶ 14). As a result, Plaintiff filed a motion to intervene in the *Corona Action* and
19 objected to the settlement reached therein in an effort to protect the claims in this current action.
20 (*Id.*) As a result of the efforts of Plaintiff and his counsel, they preserved the viability of this
21 action and did not concede the applicability of the settlement in the *Corona Action*. (*Id.*)
22 Indeed, Plaintiff and his counsel achieved a settlement where the average award is approximately
23 \$3,090.61, with the estimated highest gross payment being \$4,797.23. (*Id.*) These numbers
24 undisputedly show a fair and adequate settlement, which was achieved only after Plaintiff and
25 his counsel fought to preserve the rights of class members in this action by objecting to the
26 settlement in the *Corona Action*. (*Id.*)

27 Additionally, Class Counsel is highly experienced in this type of litigation. As shown in
28 the supporting declarations, Class Counsel has significant experience in class actions and

1 employment wage and hour matters. Declaration of Larry W. Lee (“Lee Decl.”) ¶¶ 4-6;
2 Declaration of Mai Tulyathan (“Tulyathan Decl.”) 5-7; Hyun Decl. ¶¶ 3-6. Moreover, the
3 negotiations were at arm’s length and conducted during mediation.

4 **B. Two-Way Costs and Other Risks Inherent in Continued Litigation Favor**
5 **Final Approval**

6 To assess the fairness, adequacy and reasonableness of a class action settlement, the
7 Court also should weigh the immediacy and certainty of substantial settlement proceeds against
8 the risks inherent in continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806
9 (3d Cir. 1995) (“present value of the damages plaintiffs would likely recover if successful,
10 appropriately discounted for the risk of not prevailing, should be compared with the amount of
11 the proposed settlement”) (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 1 53, 157 (3d
12 Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

13 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have
14 been potentially responsible for Defendant’s costs. (Truong Decl. ¶ 7). As such, should
15 individual current or former employees of Defendant bring individual claims on the same causes
16 of action, they would each face the uncertainty of prevailing and the possibility of paying costs
17 to Defendant. Accordingly, such claims likely would not be brought by many of these current
18 and former employees—thus, this lawsuit achieves a true benefit for the class that they might not
19 otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been
20 reached, neither Plaintiff, nor any of the class members will be required to pay for Defendant’s
21 litigation costs.

22 The risks of this case were weighed by Class Counsel and, should be considered a
23 significant factor by the Court in its determination of final approval. Class Counsel obtained a
24 very substantial settlement for the Class that resulted in a fair recovery which at the same time
25 provides for finality and no risk of costs by the Class Members or the Class Representative.

26 The Settlement Agreement also affords the Class prompt, fair relief, while avoiding
27 significant legal and factual battles that otherwise may have prevented the Class from obtaining
28 any recovery at all. While Class Counsel believe the Class Members’ claims are meritorious and

1 can be successfully litigated, they are experienced and fully understand the inherent risks and
2 uncertainty involved with such matters as the resolution of class certification, the outcome of a
3 potential trial, and the outcome of any appeals that would inevitably follow should the Class
4 prevail at trial. Class Counsel has also assessed the same risks in connection with the current
5 settlement. Because the settlement provides immediate and substantial relief, without the
6 attendant risks and delay of continued litigation—not to mention the threat of litigation fees and
7 costs—Class Counsel believe that the settlement warrants the Court’s final approval.

8 **C. The Complexity, Expense, and Likely Duration of Continued Litigation**
9 **Against Defendant Favor Final Approval**

10 Another factor considered by courts in approving a settlement is the complexity, expense,
11 and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at
12 157. In applying this factor, the Court must weigh the benefits of the settlement against the
13 expense and delay involved in achieving an equivalent or more favorable result at trial. *Young v.*
14 *Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

15 As noted above, continued litigation could have led to appeals on a number of issues. On
16 the other hand, the settlement that was reached provides to all Class Members—regardless of
17 their means—fair relief in a prompt and efficient manner. Were the Court to deny final approval,
18 the Class Members would be left without a remedy as a practical matter and courts across the
19 State would have to address the issues presented here in a piecemeal, costly, and time-consuming
20 manner. The settlement in this case is therefore consistent with the “overriding public interest in
21 settling and quieting litigation” that is “particularly true in class action suits.” *See Van*
22 *Bronkhorst*, 529 F.2d at 950 (footnote omitted); *see also 4 Newberg* at § 11.41. Here, this case
23 would have likely involved years of litigation, as evidenced by the Parties’ litigation record.

24 **D. The Opinion of Experienced Counsel Favors Final Approval**

25 Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best
26 interest of the Class Members as a whole. Lee Decl. ¶ 3; Tulyathan Decl. ¶ 3; Hyun Decl. ¶¶ 12-
27 14. Similarly, counsel for Defendant is in favor of this settlement. The endorsement of qualified
28 and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to

significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney*, 151 F.3d at 1242.

IV. THE RISKS REGARDING CLASS CERTIFICATION SUPPORT FINAL APPROVAL

A. Strength of Plaintiff’s Case and Likelihood of Certifying the Class

In order to proceed as a class, there are two requirements which must be met—ascertainability and community of interest. *See Daar v. Yellow Cab Co.*, 67 Cal. 2d. 695, 704 (1967); *Vasquez v. Superior Court*, 4 Cal.3d 800, 809 (1971) (there are two basic requirements which must exist to sustain a class action: “[t]he first is existence of an ascertainable class, and the second is a well-defined community of interest in the questions of law and fact involved.”) “The community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Richmond v. Dart Industries*, 29 Cal. 3d. 462, 470 (1981).

B. The Class is Ascertainable

Whether a class is “ascertainable” within the meaning of Code of Civil Procedure section 382 “is determined by examining (1) class definition, (2) the size of the class, and (3) the means available for identifying the class members.” *Reyes v. San Diego County Board of Supervisors*, 196 Cal. App. 3d 1263, 1271 (1987). Here, the Settlement Class is comprised of one class that is defined as: (1) “all non-exempt employees who were employed by Defendant or its predecessors in the State of California from January 1, 2019 through the date of preliminary approval, and who were paid a base hourly rate less than the applicable minimum wage at any time during the Class Period.” The Class Period is defined as “January 1, 2019, through the date of preliminary approval.” 136 individuals comprise the Settlement Class. Snow Decl. ¶¶ 5-6. This is far more than the minimum required to certify a class. Within the context of manageability, the issue is whether there exists sufficient means for identifying class members at the remedial stage. *Reyes*, 196 Cal. App. 3d at 1274-75. Class members have already been identified by Defendant and Notice was sent to all of the above Class Members.

1 **C. There is a Community of Interest**

2 The “community of interest” requirement embodies three separate factors: (1)
3 predominant common questions of law or fact; (2) class representatives whose claims are typical
4 of the class; and (3) class representatives who can adequately represent the class. *Richmond*, 29
5 Cal. 3d at 470; *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).

6 **D. There Are Predominant Common Questions of Law and Fact**

7 “The ultimate question in every case of this type [class actions] is whether...the issues
8 which may be jointly tried, when compared with those requiring separate adjudication, are so
9 numerous and substantial that the maintenance of a class action would be advantageous to the
10 judicial process and to the litigants.” *Lockheed Martin Corp. v. Superior Court*, 29 Cal. 4th 1096,
11 1104-05 (2003).

12 Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure
13 violated the Labor Code by its failure to pay minimum wages to class members. However, even
14 if Plaintiff prevailed on class certification, then Defendant would assert that any violations were
15 not willful and therefore do not justify imposition of waiting time penalties. Moreover,
16 Defendant would have argued that the minimum wage claim was not viable because of
17 Defendant’s payment of commissions to supplement the minimum wage, and that this claim
18 could only possibly apply to hours when the employees were not earning commissions.
19 Defendant also asserted that the employees in question fall within the California outside sales
20 exemption and are therefore exempt from any minimum wage requirements. Defendant would
21 also have argued that the rest break claims were not viable because employees received off-duty
22 rest breaks and because a Section 226.7 claim is not an action brought for non-payment of
23 wages. Defendant would also have argued that the PAGA action was not manageable and that
24 any PAGA penalties should be reduced substantially.

25 **E. Plaintiff’s Claims are Typical of the Class Claims**

26 The purported class representative’s claim must be “typical” but not necessarily identical
27 to the claims of other class members; it is sufficient that the representative is similarly situated so
28 that he or she will have the motive to litigate on behalf of the class. *Classen v. Weller*, 145 Cal.

1 App. 3d 27, 45 (1983). Courts look to whether class members have similar injuries, “whether the
2 action is based on conduct which is not unique to the named Plaintiff,” and whether other class
3 members were injured by the same conduct. *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508
4 (9th Cir. 1992). The purpose of the typicality requirement “is to assure that the interest of the
5 named representative aligns with the interests of the class.” *Id.* at 508.

6 Plaintiff has been employed by Defendant as an hourly, or non-exempt route delivery
7 driver from on or about March 27, 2004, until on or about October 28, 2019 and was subjected to
8 Defendant’s payroll policies, like all other Class Members. Declaration of Dien Truong (“Truong
9 Decl.”) ¶ 2. In other words, Plaintiff was subjected to the same policies and practices as other
10 Class Members. Thus, Plaintiff’s claims are typical to those of Class Members.

11 **F. Plaintiff Adequately Represented the Class**

12 The class representative, through qualified counsel, must be capable of “vigorously and
13 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d
14 834, 846 (1984). Here, Plaintiff does not have any interests adverse to the class, nor has any such
15 issues been raised or presented. Truong Decl. ¶¶ 4-6. Plaintiff has taken all necessary steps to
16 represent the interests of the Class, including providing information and documents to his
17 counsel and reviewing pleadings in this case. *Id.* at ¶ 3. For such reasons, Plaintiff has adequately
18 represented the Class Members and will continue to do so.

19 **G. Risks, Expenses, and Complexity of Further Litigation**

20 Plaintiff believes in the fairness of the settlement that is based on factoring in the
21 uncertainty and risks to Plaintiff involved in not prevailing on one or more of the causes of
22 action or theories alleged in his Complaint, the possibility of decertification and potential for
23 appeals. These risks on class certification are compounded by the California Supreme Court’s
24 holding in *Duran v. U.S. Bank Nat’l Ass’n*, 59 Cal. 4th 1 (2014).

25 As stated above, Defendant alleges that a class should not have been certified. Further,
26 Defendant may have prevailed on any of the elements for liability, including whether it acted
27 willfully to warrant waiting-time penalties. Based on the foregoing, there was a substantial risk
28 that Plaintiff would not have obtained the total amount of damages alleged, and a substantial

1 amount of complex issues that would have necessitated significant expenditure of time and
2 expenses. Therefore, the risks, expenses and complexity of further litigation warrant granting of
3 this Motion.

4 **H. The Terms of the Settlement, Negotiation of the Settlement, and Reception of**
5 **the Settlement by Class Members All Strongly Support the Conclusion that**
6 **the Settlement is Fair, Adequate, and Reasonable**

7 Without reiterating the Parties' showing that the Settlement Agreement and the
8 negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for
9 Preliminary Approval of Class Action Settlement, the Parties highlight the following facts. The
10 Agreement was the product of negotiation between highly able and experienced attorneys on
11 both sides who possessed the relevant data and extensive legal research which they had carefully
12 analyzed. Hyun Decl. ¶ 12. The parties engaged in arm's length negotiations at mediation with
13 an highly experienced and known mediator, Michael E. Dickstein. (*Ibid.*)

14 The results after mailing of the Notice support confirmation of the Court's preliminary
15 approval of the settlement with final approval of the settlement, as evidenced by the fact that to
16 date, no objections and/or requests for exclusion have been received. Snow Decl. ¶¶ 11-12. The
17 Court may appropriately infer that the class action settlement is fair, adequate, and reasonable,
18 given that not a single class member has submitted an objection. *See Class Plaintiff v. City of*
19 *Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992).

20 **V. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE**
21 **APPROVED**

22 Class Representative Truong requests an enhancement of \$15,000.00. Plaintiff personally
23 met with Class Counsel on a number of occasions to discuss the case, including providing
24 substantive documents and information regarding Defendant's practices. Truong Decl. ¶ 3.
25 Accordingly, Plaintiff provided invaluable information, evidence, and documents that resulted in
26 this settlement.

27 In addition to the invaluable services that Plaintiff provided, he took significant risks,
28 both professionally and monetarily, in acting as the Class Representative, seeking benefits on

1 behalf of the class. Truong Decl. ¶ 7. Because the claims alleged by the Class Representative
2 involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying
3 the costs of Defendant, had he not prevailed in this action. *Id.* Despite this, however, Plaintiff
4 agreed to pursue this case on behalf of the Class.

5 Also, given that future employers are much less likely to hire individuals who have filed
6 employment-related lawsuits, particularly cases of this nature, the Class Representative also
7 faced significant risk in not being able to find suitable employment, all as a result of filing of this
8 case against Defendant. Plaintiff took these risks upon himself to the benefit of the Class. *Id.*
9 Class Members did not have to file individual lawsuits and bear the risks of payment of costs if
10 they did not prevail, nor did they have to face the potential for retaliation and not getting future
11 employment had they filed a lawsuit which is a public record. These are significant benefits that
12 weigh in favor of granting the requested enhancement. Moreover, this litigation has resulted in a
13 significantly valuable benefit to the class, *i.e.*, an average award to class members in the amount
14 of \$3,090.61, with the estimated highest gross payment being \$4,797.23, and Plaintiff took on
15 substantial risks in helping to get this financial benefit to the Class. As such, Plaintiff's
16 requested enhancement is only 5x the average award and 3.2x the highest award.

17 Courts have routinely granted approval of settlements containing such enhancements. *See*
18 *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive
19 award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374
20 (S.D. Ohio 1990) (two incentive awards of \$ 55,000, and three incentive awards of \$35,000);
21 *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000
22 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240,
23 251-52 (S.D. Ohio 1991) (\$50,000 awarded to each class representative); *Glass v. UBS Fin.*
24 *Servs.*, No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007)
25 (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142
26 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 Incentive award to class representative in
27 ERISA case).

1 **VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

2 Class Counsel seeks a fee award calculated as one-third of the Gross Fund Value of the
3 Settlement for the successful prosecution and resolution of this action. Again, while the
4 Agreement expressly provides Plaintiff's counsel to seek up to 35% of the Gross Fund Value as
5 attorneys' fees and as their lodestar such amount, Plaintiff's counsel is requesting only one-third
6 of the Gross Fund Value for attorneys' fees, or \$241,666.67. The California Supreme Court
7 issued its ruling regarding the award of attorney's fees in wage and hour class action settlements.
8 Under California law, the award of attorneys' fees in common fund wage and hour class action
9 settlements should start with the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th
10 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that
11 when class action litigation establishes a monetary fund for the benefit of the class members, and
12 the trial court in its equitable powers awards class counsel a fee out of that fund, the court may
13 determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
14 created"). Under the percentage of the fund method, the Court's objective remains to "mimic the
15 market" in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998)
16 ("When a fee is set by a court rather than by contract, the object is to set it at a level that will
17 approximate what the market will set...The judge, in other words, is trying to mimic the market
18 in legal services").

19 An award of one-third of the fund in attorneys' fees mimics the marketplace as it "is
20 supported by the fact that typical contingency fee agreements provide that class counsel will
21 recover 33% if the case is resolved before trial and 40% if the case is tried." *Fernandez v.*
22 *Victoria Secret Stores LLC*, 2008 WL 8150856, *16 n. 59 (C.D. Cal. July 21, 2008) (citing
23 Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-*
24 *Competitive Fees* (Fall 2003) 81 Wash U. L. Q. 653, 659 n. 11). Indeed, "empirical studies [that]
25 show that...fee awards in class actions average around one-third of the recovery." *Chavez v.*
26 *Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

27 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3
28 percent of the fund. *Laffitte*, 1 Cal. 5th at 506. And this was based on a lodestar amount that

1 required a multiplier of 2.13. *Id.* at 487. As the Court held, only when the multiplier is
2 “extraordinarily high or low [should] the trial court [] consider whether the percentage method
3 should be adjusted so as to bring the imputed multiplier within a justifiable range.” *Id.* at 505.

4 Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3
5 percent of the common fund is consistent with, and in the range of, awards in other class action
6 lawsuits.” *Laffitte v. Robert Half Int’l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award
7 representing one-third of the fund clearly falls within that range and is consistent with other
8 comprehensive surveys of class action settlements and fee awards. *See Fitzpatrick, An Empirical*
9 *Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833
10 (2010) (analyzing 444 cases between 2006-2007 and concluding that “[m]ost fee awards were
11 between 25 percent and 35 percent, with almost no awards more than 35 percent”); Eisenberg &
12 Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7 J. of
13 Empirical Leg. Stud. 248, 262, fn.16 (2010) (independent studies of class action litigation
14 nationwide conclude that fees representing one-third of the total recovery is consistent with
15 market rates).

16 The results delivered by Plaintiff’s Counsel also support the requested percentage of the
17 fund. Here, Plaintiff and his counsel secured a \$725,000.00 non-reversionary common fund
18 settlement.

19 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,
20 is relevant to the... reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d
21 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s
22 “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case, the Notice
23 specifically notified Class Members that Plaintiff’s Counsel would be seeking \$253,750.00 of the
24 Gross Fund Value as attorneys’ fees. To date, no class member has objected to the settlement.
25 This strong favorable response also supports the requested fees and even more so, now that
26 Plaintiff’s counsel have voluntarily reduced their fee request to only one-third, or \$241,666.67.

27 In addition, it is recognized that one of the primary factors justifying an enhanced
28 attorney’s fees reward is the attendant risks inherent in the litigation. As observed in *City of*

1 *Detroit v. Grinnell Corp.*:

2 No one expects a lawyer whose compensation is contingent upon his success to
3 charge, when successful, as little as he would charge a client who had agreed to
4 pay for his services, regardless of success. Nor, particularly in complicated cases
producing large recoveries, is it just to make a fee depend solely on the reasonable
amount of time expended.

5 495 F. 2d 448, 470 (2d Cir. 1974). Here, it is clear that a common fund of \$725,000.00 has been
6 created as the entire amount is to be paid out without any reversions. For Class Counsel, the fees
7 here were wholly contingent in nature and the case presented far more risk than the usual
8 contingent fee case. Among the risks was the cost inherent in class action litigation, as well as a
9 potentially drawn-out battle with a defendant that has retained premier defense counsel.

10 As a secondary backup support for the percentage of the fund method, when fees are
11 allocated by percentage method, courts have discretion to “cross-check” the fees awarded
12 through the lodestar method. However, the *Laffitte* Court “emphasize[d] [that] the lodestar
13 calculation, when used in this manner, does not override the trial court’s primary determination
14 of the fee as a percentage of the common fund and thus does not impose an absolute maximum
15 or minimum on the potential fee award.” *Laffitte*, 1 Cal. 5th at 505 (emphasis added); *In re Rite*
16 *Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-check does
17 not trump the primary reliance on the percentage of common fund method”).

18 The Supreme Court in *Laffitte* stated: “If the multiplier calculated by means of a lodestar
19 cross-check is extraordinarily high or low, the trial court should consider whether the percentage
20 used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the
21 court is not necessarily required to make such an adjustment.” *Id.* Thus, a lodestar cross-check is
22 aimed at astronomical multipliers. Indeed, cross-checks are not required; in many cases,
23 performing a cross-check “undermines” one of the primary reasons for using the percentage
24 method: aligning counsel’s incentives with the benefits delivered to the class and discouraging
25 protracted litigation. *Id.* at 506 (finding trial courts “retain the discretion to forgo a lodestar
26 cross-check”); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees* 108 F.R.D.
27 237, 258 (1985); *Lealao*, 82 Cal. App. 4th 19, 29–30 (citing the recommendations of the Third
28 Circuit Task Force with approval and observing that “[t]he criticisms of the lodestar approach set

1 forth in this Report are now echoed by many authorities, who have been most vocal about the
2 manner in which it exacerbates the problem of ‘cheap settlements’ and burdens already
3 overworked trial judge”).

4 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to
5 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also*,
6 *e.g.*, *Sutter Health Uninsured Pricing Cases*, 171 Cal App.4th 495, 512 (2009) (applying a 2.52
7 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal. App. 4th at 60
8 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203
9 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in
10 *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed
11 a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82. The intermediate court opinion was
12 affirmed in full by the California Supreme Court in its new decision guiding lower courts on
13 assessing fees.

14 With respect to Class Counsel’s lodestar, to date, approximately 310.8 hours have been
15 expended by Class Counsel in this matter. Lee Decl. ¶ 7, Ex. A; Tulyathan Decl. ¶ 8, Ex. A;
16 Hyun Decl. ¶ 15, Ex. A. Moreover, Class Counsel expects to incur approximately 30 additional
17 hours of attorney time in finalizing this settlement. Lee Decl. ¶ 8; Tulyathan Decl. ¶ 9; Hyun
18 Decl. ¶ 15. Plaintiff’s attorneys request an hourly rate of \$750 for attorneys Lee and Hyun, and
19 \$500 for attorney Tulyathan. Lee Decl. ¶ 9; Hyun Decl. ¶ 15; Tulyathan Decl. ¶ 10. The courts
20 are quite liberal in the evidence required to prove an attorney’s hours. Detailed time records are
21 not required. An attorney’s testimony alone may suffice: “Testimony of an attorney as to the
22 number of hours worked on a particular case is sufficient evidence to support an award of
23 attorney fees, even in the absence of detailed time records.” *Martino v. Denevi*, 182 Cal. App. 3d
24 553, 559 (1986).

25 Reasonable hours include, in addition to time spent during litigation, the time spent
26 before the action is filed, including time spent interviewing the clients, investigating the facts and
27 the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54,
28 62 (1980). Further, the fee award should include fees incurred to establish and defend the

1 attorneys' fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. Thus, Class
2 Counsel requests that the court find that these hours were reasonable in this litigation.

3 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
4 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095
5 (2000). The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the
6 attorney's skill and experience, the nature of the work performed, the relevant area of expertise
7 and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App.
8 4th 629, 632-33 (1998).

9 Class Counsel's skill and experience justify the requested rate. As shown in the
10 supporting declarations, Class Counsel have significant experience in the area of employment
11 and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing
12 employees in employment matters, particularly wage and hour cases. Lee Decl. ¶ 4-6; Tulyathan
13 Decl. ¶ 5-7; Hyun Decl. ¶¶ 3-6. As such, based on the hours and applicable rate, the total lodestar
14 to be expended by Class Counsel through finalizing this settlement will be approximately
15 \$239,150.00. Lee Decl. ¶ 9; Hyun Decl. ¶ 15.

16 Once the court establishes the lodestar amount, it may enhance the fee award by a
17 multiplier in order to make an appropriate fee award. *Serrano III*, 20 Cal. 3d at 48. The pertinent
18 factors include the difficulty of the questions involved and the skill in presenting them, the
19 contingent nature of the fee award, the extent to which the litigation precluded other
20 employment, and the percentage-of-the-fund the attorney would have received on the fair
21 market. *Id.*, *Lealao*, 82 Cal. App. 4th at 49. However, this list is not exhaustive and the court can
22 consider other factors it deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal. 4th
23 1122, 1139 (2001).

24 *Lealao* contains several factors justifying an enhancement based on the percentage-of-
25 the-benefit, namely, no objections by Class Members, commendable conduct by counsel, and
26 significant recoveries by Class Members, all of which were previously detailed above. *Lealao*,
27 82 Cal. App. 4th at 51-53. As in *Lealao*, the Class was notified of the settlement and attorney's
28 fee with no objections. The extreme effort undertaken by counsel, as shown by their hours and

1 the significantly high number of claims being paid out, shows commendable conduct.

2 It is also critical to note that prompt settlement cannot be used to diminish the fee or the
3 enhancement based on a percentage-of-the-fund. *Lealao*, 82 Cal. App. 4th at 52 (the promptness
4 of settlement “cannot be used to justify the refusal to apply a multiplier”). According to *Lealao*,
5 courts placed “an extraordinarily high value” on settlement, and counsel should be rewarded, not
6 punished, for achieving this goal in a timely fashion. *Id.*

7 The multiplier should be enhanced by the contingent nature of counsel’s fee recovery.
8 The risks in taking on a class action case are enormous, not the least of which is time and effort.
9 Not only was there significant risk taken upon by Plaintiff’s counsel, but their ability to obtain
10 the current settlement should be seen as quite commendable.

11 Here based upon Plaintiff’s counsel’s lodestar of \$239,150.00, Plaintiff’s request for a
12 multiplier of only 1.01 is reasonable and fair, particularly based on the factors described above.
13 *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (Ct. App. 2001) (noting that courts using
14 the lodestar method to calculate attorney fees awards in class actions typically apply multipliers
15 in the range of 2 to 4); *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist. LEXIS 162880 (C.D. Cal.
16 Nov. 18, 2014) (awarding 33% of the common fund, based on a multiplier of 2.58, in a wage and
17 hour class action settlement); *Vandervort v. Balboa Capital Corp.*, 8 F. Supp. 3d 1200, 1210
18 (C.D. Cal. 2014) (awarding 33% of the common fund, based on a multiplier of 2.52).

19 Lastly, Plaintiff’s counsel have been awarded one-third, or more of the common fund in
20 numerous class action cases. Some examples of cases are as follows: *Huertas v. Chevron*
21 *Stations*, Santa Clara Sup. Ct. Case No. 17CV309996; *Chavez v. Hugo Boss, Inc.*, Santa Clara
22 Sup. Ct Case No. 18CV322644; *Ramirez v. Walgreen*, N.D. Cal. Case No. 18-cv-03921-EJD
23 (Dkt. No. 34); *Reilly v. Recreational Equipment, Inc.*, N.D. Cal. Case No. 3:18-cv-07385-LB
24 (Dkt. No. 61); and *Hernandez v. Wells Fargo Bank*, Santa Clara Sup. Ct. Case No. 16CV299319.

25 As such, the requested fee award is fair and reasonable, and should be awarded in its
26 entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to
27 ensure the successful litigation of this action on behalf of all Class Members. For such reasons,
28

Class Counsel's request for attorneys' fees in the amount of \$241,666.67 is fair, reasonable, and adequate.

VII. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF COSTS

The request for reimbursement of costs in the amount of \$15,012.65 is fair and reasonable, which is significantly lower than the amount set forth in the Settlement Agreement of \$30,000.00. The costs are all litigation related costs, which have been detailed in the supporting declarations of Class Counsel. Lee Decl. ¶ 10, Ex. B. The authority for the Court to award this is the Parties' Settlement Agreement and Labor Code §§ 218.5, 226, 1194, and 2699. As such, this request should be approved.

VIII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE APPROVED

Pursuant to the terms of the Settlement Agreement, the fees and costs of the Administrator, ILYM, are to be paid out of the class settlement funds. The class administration fees, including fees incurred and future costs, are capped at \$2,997.45. Snow Decl. ¶ 14. For such reasons, it is requested that the Administrator's fees be approved.

IX. CONCLUSION

For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff respectfully submits that the standards for final approval have been met, and the terms of the Settlement Agreement are fair, adequate, and reasonable.

Accordingly, Plaintiff respectfully request that the Court enter an Order in the form proposed and submitted:

1. Granting final approval to the proposed Settlement Agreement in this action;
2. Approving distribution of the settlement funds to the class members pursuant to the terms of the Settlement Agreement;
3. Approving Plaintiff's request for an award of the class representative enhancement of \$15,000.00 to Plaintiff, with payments pursuant to the terms of the Settlement Agreement;

1 4. Approving Plaintiff Counsel's request for an award to Class Counsel for
2 \$241,666.67 in attorneys' fees and \$15,012.65 in costs with payment pursuant to the terms of the
3 Settlement Agreement;

4 5. Approving Plaintiff's request for payment of the class administration costs to
5 ILYM in the amount of \$2,997.45 with payment pursuant to the terms of the Settlement
6 Agreement;

7 6. Approving Plaintiff's request for payment to the LWDA for \$30,000.00 with
8 payment pursuant to the terms of the Settlement Agreement; and

9 7. Entering final judgment as to all members of the Class in this action.

10 DATED: July 8, 2021

DIVERSITY LAW GROUP, P.C.

11
12 By 

13 Larry W. Lee
14 Mai Tulyathan

15 Attorneys for Plaintiff, the Class, and Aggrieved
16 Employees
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STATE OF CALIFORNIA]
COUNTY OF LOS ANGELES] ss.

On July 8, 2021, I served the following document(s) described as:

- on the interested parties in this action as follows:

 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list

1 from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s)
2 indicated above or on the attached mailing list. I certify that said electronic transmission was
3 completed and that all pages were received by the party(ies) identified herein or on the attached
4 mailing list.

5 I declare under penalty of perjury under the laws of the State of California that the
6 above is true and correct. Executed on July 8, 2021, at Los Angeles, California.

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8 Erika Mejia
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