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JONATHAN MARTIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JONATHAN MARTIS, an individual,
Plaintiffs,

vs.

RESCUE SERVICES INTERNATIONAL,
LTD., a California corporation, MEDIC-1
AMBULANCE SERVICE, INC., a California
corporation; RSI/MEDIC-1 and DOES 1-20,
Defendants.

) **Case No.: 20STCV11133**
) *[Assigned to: Hon. Robert B. Broadbelt,*
) *Dept. 53]*

) **PLAINTIFF'S NOTICE OF UNOPPOSED**
) **MOTION FOR APPROVAL OF PRIVATE**
) **ATTORNEY GENERAL ACT CLAIMS**
) **SETTLEMENT; MEMORANDUM OF**
) **POINTS AND AUTHORITIES**

) *[Filed concurrently with Declaration of Adam*
) *Bouayad; Proposed Order]*

) **Date: November 22, 2012**
) **Time: 10:00 a.m.**
) **Dept: 53**
) **Reservation ID: 995828429787**

TO DEFENDANT AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on November 22, 2021 at 10:00 a.m. in Department 53 of
the above-entitled Court located at 111 N. Hill Street, Los Angeles, CA 90012, Plaintiff
JONATHAN MARTIN ("Plaintiff") will and hereby does move pursuant to California Labor

1 Code §2699(1)(2) for an Order granting Plaintiff's Unopposed Motion for Approval of Private
2 Attorney General Act Claims Settlement, which includes approval of the following:

- 3 • Plaintiff's Service Award in the Amount of \$14,000;
- 4 • Settlement Administrator Costs not to exceed \$15,000;
- 5 • Attorney's Fees in the amount \$99,900 (i.e. thirty-three percent (33%) of the Total
6 Monetary Settlement);
- 7 • Litigation Costs in the amount of \$14,000; and
- 8 • The Net Settlement Amount of \$171,100 to be divided between the Labor and
9 Workforce Development Agency pursuant to Lab. Code § 2699(i).

10 Plaintiff's Motion will be based on the attached Memorandum of Points and Authorities;
11 the Declaration of Adam Bouayad and exhibits attached thereto; and any and all papers and/or
12 testimony submitted at the hearing.

13
14 **WORKPLACE RIGHTS LAW GROUP, LLP**

15
16 Dated: June 17, 2021

By: 

ADAM N. BOUAYAD
Attorneys for Plaintiff,
JONATHAN MARTIS

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION.**

3 This is an unopposed motion¹ seeking approval of a PAGA-only settlement arising from
4 Defendant RESCUE SERVICES INTERNATIONAL's ("RSI") policies and practices
5 regarding employee reimbursements, meal periods, rest breaks, and the payment of local
6 minimum wages. JONATHAN MARTIS ("Plaintiff") alleges said policies and practices violated
7 several provisions of the California Labor Code subjecting RSI to penalties under the PAGA, as
8 well as costs and attorney's fees. Through this motion, Plaintiff requests that the Court grant
9 approval of the Settlement reached between the parties, which will resolve all claims in the case.
10 A copy of the Settlement and this Motion was served on the Labor Workforce and Development
11 Agency ("LWDA") on June 17, 2021. (ANB Dec., ¶ 5.)

12 Pursuant to the Settlement, Defendant will pay a non-reversionary total of Three-
13 Hundred Thousand Dollars (\$300,000) (the "Total Monetary Settlement Amount"). From the
14 Total Monetary Settlement Amount, Counsel requests approval of *attorney's fees* equal to a
15 thirty-three percent of the Total Monetary Settlement Amount, or \$99,900, and reimbursement
16 of *costs* incurred to prosecute this case, not to exceed Fourteen Thousand Dollars (\$14,000)
17 (currently, Plaintiffs' out-of-pocket costs are at \$12,473.74). Plaintiff also requests the Court to
18 approve a *service award* for the named Plaintiff, for the risk he took and his valuable
19 participation in this litigation on behalf of the LWDA, in the amount of Fourteen Thousand
20 Dollars (\$14,000). Plaintiff further requests the Court to approve CPT Group, as the settlement
21 administrator. CPT Group submitted a quote for its *costs for administration* in the amount of
22 \$9,234.16 that will be capped at \$15,000. After deducting these amounts from the Total
23 Monetary Settlement Amount, One Hundred Seventy-One Thousand Dollars (\$171,100)
24 will be distributed to the LWDA and Aggrieved Employees pursuant to the PAGA.
25

26 Per the PAGA, 75% of the \$171,100 Net Settlement Amount, or \$128,325, shall be paid
27

28 _____
¹ Declaration of Adam N. Bouayad ("ANB Dec."), ¶ 1)

1 to the LWDA. Lab. Code§ 2699(i). The remaining 25%, or \$42,775, shall be distributed
2 among the Aggrieved Employees. Defendant identified 231 Aggrieved Employees who worked
3 during the Settlement Period, from February 21, 2019, up to and including March 25, 2021. Per
4 Defendant's records, these Aggrieved Employees worked approximately 5,595 pay periods.

5 The Aggrieved Employees will be mailed their checks directly by the Settlement
6 Administrator. Aggrieved Employees will have 120 days to cash their checks. If any
7 settlement check is uncashed after the void date, those funds will be paid to the LWDA. (*See*,
8 Settlement Agreement at ¶ II.C.11. (ANB Dec., Exh. A).)

9 The Settlement was the product of extensive arm's-length negotiations, reached in
10 mediation with the Honorable Peter D. Lichtman (Ret.), by experienced counsel on both sides,
11 and is a fair and reasonable resolution on behalf of the LWDA and the Aggrieved Employees.

12 **II. SUMMARY OF THE LITIGATION AND SETTLEMENT.**

13 On February 21, 2020, Plaintiff sent a PAGA Claim Notice to the LWDA, via online
14 submission; and copies of said Notice to RSI, RSI/Medic-1, and Medic-1 Ambulance Service,
15 Inc. (collectively “Defendants”) via certified mail. The Notice notified all parties that Plaintiff
16 intended to pursue a claim against Defendants under Labor Code section 2698, *et seq.* (PAGA)
17 based on Defendants’ alleged failure to: (1) to reimburse pursuant to Labor Code §2802; (2)
18 to pay minimum wages pursuant to LA County Code §8100 *et seq.*, LA Minimum Wage
19 Ordinance §187.02, Labor Code §1194.2, 1197 and Wage Order No. 9; (3) provide lawful meal
20 periods pursuant to Labor Code §§ 226.7, 512, 1198; (4) provide lawful rest breaks pursuant to;
21 §§ 226.7, 512, 1198; (5) issue accurate wage statements pursuant to § 226; and (6) pay all wages
22 at the time of separation §§ 201, 202, 203.

23 On March 20, 2020, Plaintiff filed a Class Action Complaint against Defendants alleging
24 the same claims as those alleged in his February 21st LWDA Notice (“Action”).

25 On April 16, 2020, Plaintiff sent an Amended PAGA Claim Notice to the LWDA, via
26 online submission; and Defendants, via certified mail, alleging the same claims, but elaborating
27 on the factual and legal basis for said claims.
28

1 The LWDA did not respond to either Notice, or otherwise indicate that it intended to
2 investigate Plaintiff's allegations.

3 After waiting the required 65 days without a response from the LWDA, on May 14,
4 2020, Plaintiff filed a First Amended Complaint ("FAC") alleging claims for civil penalties
5 under PAGA only. The FAC omitted Plaintiffs' class claims on account of him
6 receiving notice in the interim that his employment was governed by an
7 enforceable arbitration agreement that included a class waiver. Plaintiff's FAC
8 alleged the same PAGA violations as those alleged in his PAGA Claim Notice and
9 subsequent Amended Notice.

10 As to Plaintiff's class claims, he filed a request for dismissal of said class claims,
11 which was granted by the Court on September 23, 2020.

12 As to Defendants RSI/Medic-1 and Medic-1 Ambulance Service, Inc., Plaintiff became
13 aware that neither entity was actively operating in California after the Action was filed. Thus,
14 Plaintiff filed a Request for Dismissal of RSI/Medic-1 and Medic-1 Ambulance Service, Inc.,
15 without prejudice, which was accepted by the Court on February 2, 2021.

16 RSI is the only Defendant remaining in the Action and is a party to the Settlement.

17 **A. Factual Allegations and Legal Analysis of Plaintiff's Claims**

18 RSI is an emergency/non-emergency ambulance provider headquartered in Irwindale,
19 California. It typically operates around 20 ambulances in the field at once, and services a large
20 swath of territory that includes the city and county of Los Angeles.

21 From February 2018 until about October 25, 2019, Plaintiff worked for RSI as a non-
22 exempt EMT/Attendant Driver, and occasionally as a relief supervisor.

23 Throughout the Settlement Period, Plaintiff alleges that RSI's policies and practices
24 violated the California Labor Code in the following ways:

25 **1. Failure to reimburse for cellular phone usage**

26 Plaintiff alleges RSI failed to reimburse him and Aggrieved Employees who were
27 regularly required to use their personal cellular phones as a consequence of their employment, in
28

1 violation of Labor Code § 2802.² Since §2802's codification, at least one California court has
2 specifically found the section applies to employees who use their personal cellular phones.³

3 Plaintiff alleges RSI violated Labor Code §2802 by requiring its Aggrieved Employees to
4 use their personal cellular phones: (1) to receive calls from, and make calls to, supervisors'
5 cellular phones while out in the field; (2) at the direction of RSI's dispatch operators who
6 regularly directed aggrieved employees to call the company's landline phones; (3) to receive
7 special instructions for patients; (4) to take pictures of ambulances after an accident; (5) when
8 CB radios in the ambulances are off to conserve power during a 24 hours shift; and (6) to use the
9 navigation functions to locate destinations while in the field.

10 RSI maintains the use of personal cellular phones is not necessary, and thus not
11 reimbursable, because each ambulance has a its own Garmon GPS, Thomas Guide, CB radio and
12 company cellular phones. Plaintiff counters this defense does not take into account the realities
13 on the ground wherein: (1) the Garmon GPS systems were regularly broken or not properly
14 updated; (2) company cell phones were often broken, not charged or simply unavailable; (3)
15 Aggrieved Employee were unable to use ambulance CBs in order to conserve their power, or
16 because they were simply broken; and (4) the Thomas Guides were impractical when trying to
17 get from place to place in emergency situations where time is of the essence, which was always.
18
19
20

21
22 ² Pursuant to Labor Code §2802, "(a) An employer shall indemnify his or her employee for all
23 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
24 of his or her duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to be
unlawful."

25 ³ In *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144, the Court
26 considered, "The threshold question [of whether]. . .[an] employer [is] always [required] to
27 reimburse an employee for the reasonable expense of the mandatory use of a personal cell phone,
28 or is the reimbursement obligation limited to the situation in which the employee incurred an
extra expense that he or she would not have otherwise incurred absent the job", and Cochran
held "[t]he answer is that reimbursement is always required."

1 Since May 26, 2020, RSI has begun reimbursing its employees \$20 dollars a pay period
2 (bi-weekly) for the use of their personal cellular phones.

3 **2. Failure to provide lawful meal periods**

4 Pursuant to Labor Code §§ 226.7 and 512(a) and the applicable IWC Wage Order 9, an
5 employer may not require, cause or permit an employee to work for a period of more than five
6 (5) hours per day without providing the employee with an uninterrupted meal period of not less
7 than thirty (30) minutes, except that if the total work period per day of the employee is more than
8 six (6) hours, the meal period may be waived by mutual consent of both the employer and the
9 employee. “[F]irst meal periods must start after no more than five hours”. (*Brinker Rest.*
10 *Corp. v. Superior Court*, (2012) 3 Cal. 4th 1 004, 1 041-1042.) For employees working a 24- hour
11 shift, employees are entitled to at least a third thirty-minute meal period (Id.)

12 Additionally, unique rules apply to RSI under Labor Code §§885 and 886,

13 Labor Code §886 states that:

14 “(a) *all emergency ambulance employees are hereby entitled to meal and rest periods as*
15 *prescribed elsewhere by the Industrial Welfare Commission. (b) Emergency ambulance*
16 *employees shall be compensated at their regular hourly rate of pay during meal and*
17 *rest periods.*”

18 While Labor Code §886 states:

19 “(a)(1) *An emergency ambulance provider shall not require an emergency ambulance*
20 *employee to take a meal period during the first or last hours of a work shift and must*
21 *allow an every ambulance employee to space multiple meal periods during a work shift*
22 *at least two hours apart.*”

23 Plaintiff alleges, RSI’s meal period policies and practices have resulted in the following
24 systemic violations: (1) meal periods regularly scheduled in the first or last hour of shifts; (2)
25 failure to space meal periods at least two hours apart; (3) failure to provide second and third meal
26 periods to employees working a 24 hour shift; (5) a failure to provide a second meal period to
27 employees who signed a second meal period waiver, but worked over 12 hours in a shift; (6)
28

regularly failing to make meal periods available by the fifth hour; (7) regularly interrupted meal periods; and (8) in several cases, a failure to provide any meal period at all during a shift.

RSI argues it regularly made the legally required amount of meal periods available to its Aggrieved Employees. RSI also argues there are no violations pursuant to an “Agreement For On-Duty Meal Period” signed by each aggrieved employee as a condition of their employment.

3. Failure to provide lawful rest breaks

"Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 1/2) hours. **“Employees are entitled to 10 minutes rest for shifts from three and one-half hours to six hours in length [and] 20 minutes for shifts of more than six hours up to 10 hours...”** (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.)

Plaintiff alleges that Aggrieved Employees were not permitted to take rest breaks while out in the field unless authorized by dispatch. Further, Plaintiff alleges that as a result of RSI’s policies and practices, RSI regularly failed to provide Aggrieved Employees: (1) a full ten (10) minute rest breaks; (2) any rest breaks during a shift; (3) an uninterrupted ten (10) minute rest breaks; (4) timely rest breaks; and (5) the legally required amount of rest breaks in a shift.

RSI contends it regularly made the legally required amount of rest breaks available to its Aggrieved Employees.

4. Failure to pay County and City minimum wages

The “local” minimum wages for work performed in Los Angeles County and city are set by County Code, § 8.100 *et seq.*; and the Los Angeles Minimum Wage Ordinance §187.02, respectively.

Plaintiff alleges RSI regularly required Aggrieved Employees to work in the county and city of Los Angeles during the relevant time period but paid them less than the county and city minimum wages, which was higher than the California minimum wage.

RSI denies Plaintiff's allegations and contends it always paid the correct minimum wage based on the location of the work performed by Aggrieved Employees.

5. Additional violations

Plaintiff also alleges claims for inaccurate wage statements (Labor Code § 226) and failure to pay all wages upon separation (Labor Code §§ 201, 202, 203), however, these claims rely on a predicate violation, i.e. failure to pay minimum wages⁴.

B. Mediation

On March 25, 2021, the parties participated in a mediation with the Honorable Peter D. Lichtman (Ret.). (ANB Dec, ¶2.) Prior to the mediation, RSI provided Plaintiff with "Crew Member Shift Work Activity Reports", which identify the day-to-day work activities (including meal and rest breaks) of RSI's Aggrieved Employees; and associated wage statements. (*Id.*, ¶7.) Additionally, Plaintiff interviewed five (5) Aggrieved Employees regarding their experience as to the claims raised in the Action. (*Id.*, ¶7.)

During the mediation, each side was represented by its respective counsel and recognized the substantial risk of an adverse result in the case given the claims and defenses asserted. It was with this understanding that the parties agreed to resolve the claims presented as set forth in the Settlement Agreement. (*Id.*, ¶3.)

The Parties then negotiated the particular terms and conditions of the Settlement Agreement. The Settlement Agreement represents a compromise and settlement of highly disputed claims. (*Id.*, ¶7.) A copy of the fully executed Settlement Agreement is attached as Exhibit "A" to the ANB Dec.

III. THE PROPOSED SETTLEMENT.

A. Overview of the Settlement.

The proposed Settlement is for \$300,000.

⁴ Unpaid premium wages for missed meal periods and rest breaks do not entitle employees additional remedies for inaccurate wage statements or waiting time penalties. (*Naranjo v. Spectrum Security Services*, (2019) 40 Cal.App.5th 444.)

1 *1. Settlement Payout.*

2 Subject to the terms and conditions of the Settlement Agreement, the Total Monetary
3 Settlement Amount will cover (as approved by the Court) (i) the PAGA Settlement Fund
4 payment to Aggrieved Employees; (ii) the Plaintiff's Service Award; (iii) the Plaintiff's
5 Attorney's Fees and Costs; (iv) the PAGA Settlement Fund payment to LWDA; and (iv) the
6 Settlement Administration Costs.

7 *2. Calculation and Distribution of Settlement Payments.*

8 Per the PAGA, 75% of the \$171,100 PAGA Settlement Fund, or no less than
9 \$128,325, shall be paid to the LWDA. (Lab. Code § 2699(i)). The remaining 25%, or \$42,775,
10 shall be distributed among the Aggrieved Employees. RSI identified 231 Aggrieved Employees
11 who worked during the Settlement Period. Per RSI's records, these Aggrieved Employees
12 worked a total of 5,595 pay periods. The Aggrieved Employees' share of \$42,775 will be
13 divided by the total number of pay periods (5,595) for a per-pay period amount of
14 approximately \$7.64, which will be multiplied by the number of pay periods each Aggrieved
15 Employee worked in the PAGA period to determine the amount he or she will receive. For
16 example, an Aggrieved Employee who worked 40 pay periods during the PAGA Period would
17 receive \$305.60 (40 x \$7.64). (*See*, ANB Dec., Ex. A ("Settlement Agreement" at, ¶ II.C.12).)

18 Each PAGA Settlement Share shall be allocated as one hundred percent (100%)
19 penalties, from which there will be no tax withholdings and for which an IRS Form 1099 will be
20 issued, as needed. (*Id.*, at ¶ II.C.13.)

21 The timing of Settlement Payments is as follows:

22 No later than five (5) court days following the Effective Date, RSI will wire the Total
23 Monetary Settlement Amount to the Settlement Administrator. (*Id.*, at ¶ II.C.6.) No later than
24 five (5) court days after the Effective Date, RSI will provide the Settlement Administrator with
25 an Aggrieved Employee List containing each Aggrieved Employee's: name, last-known home
26 address, last-known telephone number, last four digits of their social security and number of pay
27 periods worked in the Settlement Period. (*Id.*, at ¶ II.C.5.) Within ten (10) court days following
28

1 the Effective Date, the Settlement Administrator will pay: (1) the Attorney's Fees and Costs to
2 Workplace Rights Law Group; (2) the Service Award; (3) the Settlement Administrator Costs;
3 (4) 25% of the of the PAGA Settlement Fund to the Aggrieved Employees; and (5) 75% of the
4 PAGA Settlement Fund to the LWDA. (*Id.*, at ¶ II.C.7-11.)

5 Enclosed with each Individual Settlement Payment to the Aggrieved Employees, the
6 Settlement Administrator will mail a “Notice of Private Attorneys General Act (PAGA”)
7 Settlement & Release” (ANB Dec., Ex. B.) explaining how the settlement payment was
8 calculated. If any settlement check is returned as undeliverable, the Settlement Administrator
9 will use reasonable skip-trace methods to locate a new address. If any settlement check is
10 uncashed after 120 days, those funds will be paid to the LWDA.

11
12 3. *Release of Claims.*

13 The Settlement Agreement sets forth the Release of Claims as follows:

14 “[I]n consideration of Defendant's promises and agreements as set forth herein, to fully
15 release and discharge the Released Parties (defined below) from any and all PAGA Released
16 Claims (defined below) and also generally release and discharge the Released Parties from any
17 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which
18 have been or could have been asserted against the Released Parties arising out of any occurrence
19 or failure to act, including but not limited to claims for wages, restitution, and penalties.
20 Plaintiff’s Complete and General Release specifically includes any and all claims, demands,
21 obligations, and/or causes of action for damages, restitution, penalties, interest, and attorneys’
22 fees and costs relating to or in any way connected with Plaintiff’s employment with Defendant,
23 whether or not known or suspected to exist, and whether or not specifically or particularly
24 described herein. Plaintiff’s Complete and General Release includes all federal and state
25 statutory claims, and federal and state common law claims (including but not limited to, those
26 for contract, tort, and equity), including, without limitation, the Americans with Disabilities Act,
27 the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as
28 amended), 42 U.S.C. § 1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee

1 Retirement Security Income Act of 1974, the California Constitution, the California Fair
2 Employment and Housing Act, the California Unfair Competition Act (California Business and
3 Professions Code § 17200, *et seq.*), and the California Labor Code. Plaintiff's Complete and
4 General Release includes a waiver of all rights and benefits afforded by California Civil Code §
5 1542....” (See, ANB Dec.,Ex. A ("Settlement Agreement" at ¶II.A.4).)

6
7 4. *Plaintiff's Service Award*

8 Plaintiff requests, and RSI does not oppose, the award of a Plaintiff a Service Award in
9 the amount of \$14,000 to Plaintiff Jonathan Martis, which will be paid out of the Total
10 Monetary Settlement Amount.

11 Service Awards in the PAGA context follow the same principle that applies in the class
12 action context. "[T]he rationale for making enhancement or incentive awards to named
13 plaintiffs is that they should be compensated for the expense or risk they have incurred in
14 conferring a benefit on other members of the class. An incentive award is appropriate if it is
15 necessary to induce an individual to participate in the suit." *Cellphone Termination Fee Cases*
16 (2010) 186 Cal.App.4th 1380, 1395 (quoting *Clark v. Am. Residential Servs. LLC* (2009) 175 I
17 Cal.App.4th 785, 804-806). An award of \$7,500 actually falls well below the average
18 enhancement award according to one study. See, Theodore Eisenberg & Geoffrey P. Miller,
19 *Incentive Awards to Class Action Plaintiffs: An Empirical Study* (2006) 53 UCLA L. Rev.
20 1303, 1308 (concluding the average award per class representative was \$15,992).

21 Arguably, a service award in a PAGA case is especially important where the Plaintiff
22 has filed suit on behalf of the LWDA and, is thus, providing a vital service for the State. As a
23 result of Plaintiff's efforts, the LWDA will receive no less than \$128,325. Plaintiff spent a
24 significant amount of time helping Counsel with the prosecution of this action, performing
25 the following tasks: (1) meeting with and communicating with counsel on numerous
26 occasions; (2) detailing his experiences and producing copies of documents; (3) contacting
27 witnesses who also provided valuable discovery to the attorneys; (4) assisting in preparing
28 the complaint and motions; (5) reviewing and advising on documents produced by RSI; (6)

1 reviewing the mediation documents prepared; (7) participating in the mediation; (8)
2 reviewing the terms of and signing the Settlement Agreement; and (9) preparing a
3 declaration in support of approval of the Settlement. (*See*, ANB Dec. ¶¶13-15; Declaration
4 of Jonathan Marti ¶¶ 2-10 (ANB Dec., Ex. “C”).) Plaintiff undertook personal and financial
5 risks as a PAGA representative and should be rewarded. (*Id.*, ¶¶16, 17.)

6 In light of the work that Plaintiff performed on behalf of the LWDA and Aggrieved
7 Employees, the requested PAGA Service Award of \$14,000 is reasonable and appropriate.

8
9 *5. Settlement Administrator Costs.*

10 The Settlement Administrator will pay out of the Total Monetary Settlement Amount
11 to itself its reasonable fees and expenses, not to exceed \$15,000.00⁵, after such payment has
12 been approved by the Court. Plaintiffs sought other quotes from claims administrators and
13 that of CPT Group was fair and reasonable. (*See*, ANB Dec ¶27, Ex. D.) CPT Group is a
14 well-known/respected Settlement Administrator and should be approved by the Court. (*Id.*)

15 *4. Attorney's Fees and Litigation Costs.*

16 In considering the overall fairness of the Settlement, the Court may look to the
17 reasonableness of the Attorney's Fees and Costs allocated in the Settlement Agreement.
18 Plaintiffs' Counsel's litigation costs were all reasonable and necessary expenses in litigating
19 and resolving this action. A copy of the itemized list of out-of-pocket costs, in the
20 approximate amount of \$12,473.74, is attached to the supporting Declaration of Adam N.
21 Bouayad. (*See* ANB Dec., ¶¶25-26, Ex. F). Plaintiff also seeks thirty-three percent of the
22 Total Monetary Settlement Amount, or \$99,900, in attorney's fees.

23 The attorney's fees sought will compensate Plaintiffs' Counsel for work performed in
24 recovering a significant benefit for the LWDA and Aggrieved Employees. In reviewing
25 attorney's fees in the class action context, one court explained, "The fee was negotiated at
26 arm's-length with sophisticated defendants by the attorneys who were intimately familiar
27

28 ⁵ CPT Group submitted a quote for its *costs for administration* in the amount of \$9,234.16
(ANB Dec, Exh. E.)

1 with the case, the risks, the amount and value of their time, and the nature of the result
2 obtained for the class." *Ir.Re First Capital Holdings Corp. Fin. Prods. Securities Litig.* (C.D.
3 Cal. June 10, 1992) 1992 WL 226321, at *4 (awarding attorney's fees of \$8 million.)

4 Courts have long recognized the "common fund" or "common benefit" doctrine,
5 underwhich attorneys who create a common fund or benefit for a group of persons may be
6 awardedtheir fees and costs to be paid out of the fund. (*Laffitte v. Robert Half Internat. Inc.*
7 (2016) 1 Cal. 5th 480, 504; *see also, Serrano v. Priest ("Serrano III")* (1977) 20 Cal.3d 25,
8 34; *Glendale City Employees' Assoc. v. City of Glendale* (1975) 15 Cal.3d 328,341, fn. 19;
9 *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557; *In re Sumitomo Copper*
10 *Litig.* (S.D.N.Y. 1999) 74 F.Supp.2d 393, 396-398 (describing the overwhelming weight of
11 federal authority in favor of the percentage fee method); *Mills v. Electric Auto-Lite Co.*
12 (1970) 396 U.S. 375, 391-392 (United States Supreme Court endorsing the common fund
13 approach toclass actions.)

14
15 The California Practice Guide: Civil Trials and Evidence (The Rutter Group) at §
16 7.172.3 explains the common fund doctrine as follows:

17 Where the lawsuit results in the recovery of a fund or property benefiting others as
18 well as plaintiff (*e.g.*, a class action), the court has inherent equitable power to order
19 plaintiffs attorney fees paid out of the common fund or property [citations]. Such fee
20 spreading assures that all of those benefited by the litigation pay their fairshare of
21 obtaining the recovery.

22 Numerous appellate courts have similarly endorsed the "percentage fee" method for
23 determining reasonable attorney's fees in common benefit cases.⁶

24
25 ⁶ *See, e.g., Knoff v. City and County of San Francisco* (1969) 1 Cal.App.3d 184, 203-204
26 (court uphelda "contingent percentage" award of attorneys' fees in a representative action as
27 the proper exercise of the court's equitable powers); *Rider v. County of San Diego* (1992)
28 11 Cal.App.4th 1410, 1423 (attorneys' fees and expenses properly awarded from common
benefit composed of illegally imposed sales and use tax); *Bank of America v. Cory* (1985)
164 Cal.App.3d 66, 89-92 (fees awarded from common benefit created by action compelling
state to claim dormant bank accounts); *Parker v. Los Angeles* (1974) 44 Cal.App.3d 556, 567-

1 In the *Laffitte* decision, the California Supreme Court held that, "when class action
2 litigation establishes a monetary recovery fund for the benefit of the class members, and the
3 trial court in its equitable powers awards class counsel a fee out of that fund, the court may
4 determine the amount of a reasonable fee by choosing an appropriate percentage of the fund
5 created." *Laffitte*) 1 Cal.5th at 503. The California Supreme Court also noted that the
6 percentage of the fund method "more accurately reflects the results achieved" than the lodestar
7 method, serves as a "better approximation of market conditions in a contingency case," and
8 encourages "counsel to seek an early settlement and avoid unnecessarily prolonging the
9 litigation." (*Id.* at 503-504.)

10 The attorney's fees requested here are in line with other fee awards in California wage
11 and hour cases. For example, in *Smiles v. Walgreens Co.*, Alameda Superior Court Case
12 Number RG17862495, this Court awarded attorney's fees of 35% of the \$15,000,000
13 settlement in a PAGA case, plus costs; in *Pearce v. Linens 'N Things. Inc.* Orange County
14 Superior Court Case No. 00CC04830, Judge McDonald awarded attorney's fees equal to 33
15 1/3% of the settlement fund, plus costs; in *Albrecht v. Rite Aid Corp.* San Diego Superior
16 Court Case No. 729129, Judge Haden awarded attorney's fees equal to 35% of the settlement
17 fund, plus costs; in *Crandall v. U-Haul International L.A.* Superior Court Case No. BC
18 178775, Judge Czuleger awarded plaintiffs' counsel attorney's fees equal to 40% of the
19 settlement fund; in *Graubard v. Goodyear Tire Rubber Company* LA Superior Court Case
20 No.BC 230520, Judge Mohr awarded attorney's fees equal to 32.1% of the settlement fund, plus
21 costs. These cases illustrate that California courts recognize that the requested thirty-three
22 percent (33%) fee is appropriate in a wage and hour common fund case.
23
24
25
26

27 _____
28 568 (court upheld fee award equal to one-third of the damages to owners of residential
property in an inverse condemnation action.)

1 Given the results achieved under the circumstances of this litigation, the requested
2 fee award is reasonable. As discussed in *Sumitomo Copper Litigation supra*, 74 .F.Supp.2d
3 at 396:

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

9 In that vein, this Court should consider the contingent nature of this case, the
10 uncertainty of the outcome, the quality of the counsel, and the preclusion from other
11 employment.

12
13 **a. The Contingent Nature**

14 Prosecution of the wage and hour claims at issue in this case has involved
15 significant financial risk for Plaintiff's Counsel as it undertook the matter solely on a
16 contingent basis, with no guarantee of recovery. Plaintiff's Counsel have placed their own
17 resources at risk, including over 255 hours of attorney time, to prosecute this action with no
18 guarantee of success. (ANB Dec., ¶19, Ex. F.) The lodestar expended in this case, which is
19 more than the attorney's fees requested in this motion, is further proof that the contingency
20 factor is especially relevant here. (*Id.*) Even though a compromise to resolve the matter has
21 been reached, Plaintiff's Counsel will not be fully compensated for their time spent on this
22 matter. (*Id.*) That is the real risk taken in a contingency case - even if a case can be
23 successfully resolved, Plaintiff's Counsel understands they may not be fully compensated
24 for the work put into the action. (*Id.*)

25 Furthermore, if Defendant prevailed on any one of the defenses raised, it could
26 substantially reduce, if not wholly defeat, recovery. (*Id.*) Despite such challenges, Plaintiff's
27 Counsel took their duty seriously to represent the LWDA and Aggrieved Employees and
28

1 expended all of the time necessary, even knowing they may not be fully compensated for those
2 hours.

3 **b. The Experience, Reputation, and Ability of Counsel, and the Skill**
4 **Displayed in Litigation**

5 Plaintiffs' Counsel has substantial experience in complex and representative action
6 litigation, including many wage and hour cases. (*See*, ANB Dec ¶ 17.)

7 The quality of opposing counsel is also important to evaluating the quality of the work
8 done by Plaintiff's Counsel. Here, Charley M. Stoll, APC, a law firm with extensive experience
9 in defending employment, corporate, and representative action litigation, represented Defendant.
10 Thus, the complexity and potential duration of the case, and that in the face of experienced and
11 resourceful opposition, weigh in favor of awarding the requested attorney's fees. (*Id.*, ¶ 20.)

12 **c. The Results Achieved**

13 The results achieved by the Settlement support Plaintiff's requested attorney's fees.
14 As noted, the Settlement will result in payment of not less than \$128,325 to the LWDA; and
15 \$42,775 to Aggrieved Employees. This is a significant sum of money in light of Defendant's
16 defenses and the overall risk of trial. (*Id.*, ¶ 21.)

17 Finally, the efficiency with which this litigation was conducted and resolved should be
18 rewarded. (*Id.*, ¶ 22.) The LWDA and Aggrieved Employees will directly benefit from the
19 prompt and fair resolution of their claims. They will be receiving a significant award in a
20 reasonable period of time as opposed to waiting years to recover some undetermined amount if
21 they succeeded at trial, which is an uncertainty in itself. (*Id.*)

22 **d. Preclusion of Other Employment**

23 As California law recognizes, Plaintiff's Counsel's commitment to this litigation should
24 not be assessed in a vacuum. (*See, Serrano, supra*, 20 Cal.3d at 49.) A relevant factor in
25 determining attorney's fees is whether the litigation required Plaintiff's Counsel to forego
26 other employment. (ANB Dec, ¶ 23.) Additional work was available that Plaintiff's Counsel
27 had to forgo to devote the time necessary to pursue this litigation. (*Id.*)
28

1 Accordingly, attorney's fees in the amount of \$99,900, which is thirty-three percent of
2 the Total Monetary Settlement Amount is fair and reasonable under the circumstances, and
3 under California precedent, along with 12,473.74 in litigation costs. (*Id.* ¶¶ 25-26.).

4 **B. THE STANDARD FOR APPROVAL OF PAGA SETTLEMENTS.**

5 Labor Code section 2699(1)(2) provides: "[t]he superior court shall review and approve
6 any settlement of any civil action filed pursuant to this part." However, because PAGA claims
7 are not class actions, the usual rules or various findings required by Rule 23 or CCP §382 do
8 not apply. (*See, e.g., Navarro v. Ordaz Cultured Marble & Onyx, Inc.* (N.D. Cal. Feb. 23,
9 2015) 2015 U.S. Dist. LEXIS 21374, *2.) There is no requirement to provide notice to the
10 Aggrieved Employees (although, here, the parties do propose sending a notice), the Aggrieved
11 Employees do not have the right to object to or opt out of the Settlement, and there is no need
12 for separate preliminary and final hearings. (*See, Amalgamated Transit Union, Local 1756 v*
13 *Superior Court* (2009) 46 Cal.4th 993, 1003; *Urbino v. Orkin Services of California* (9th
14 Cir.2013) 726 F.3d 1118, 1122-23.) Further, PAGA does not set forth any standards for
15 evaluating a settlement. However, here is what we do know.

16 The only potential objector is the LWDA, whose comments, if any, will be submitted to
17 the Court in advance of the approval hearing. Also, PAGA does not give absent employees any
18 substantive right to bring their own PAGA claim. (*Sakkab v. Luxottica Retail North*
19 *American, Inc.* (2015) 803 F.3d 425,436). Rather, "[a]n employee bringing a PAGA action
20 does so 'as the proxy or agent of the state's labor law enforcement agencies,' who are the real
21 parties in interest ... However, by obtaining such penalties, the employee-plaintiff does not
22 vindicate absent employees' claims, for the PAGA does not give absent employees any
23 substantive right to bring their 'own' PAGA claims." (*Id.* at 435-436.)

24 Also, while the PAGA does not provide instruction on how courts are to evaluate a
25 settlement under the Act, California law provides some general guidance concerning judicial
26 approval of any settlement. First, California courts recognize a strong public policy in favor of
27 settlements. *See, Kaufman v. Goldman* (2011) 195 Cal.App.4th 734, 735 ["We note there is well-
28

1 established policy in the law to discourage litigation and favor settlement. Pretrial settlements are
2 highly favored because they diminish the expense of litigation]. Here, the Settlement not only
3 avoids the complexities and legal uncertainties discussed above, but also the delay, expense,
4 and drain on judicial resources that would result from a lengthy trial. Second, in all
5 circumstances, the decision to approve or reject a settlement is committed to the trial court's
6 sound discretion. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235.) This
7 basic principle coincides with the discretion the Legislature specifically afforded courts under
8 sections 2699(e)(1) and (2) of the PAGA, granting to the courts the same discretion as that held
9 by the LWDA in assessing civil penalties and specifically authorizing courts the ability to
10 award lesser amounts than the maximum civil penalties set forth in section 2699. Third, although
11 the court possesses discretion in approving a PAGA settlement, it seems logical that the court's
12 role "must be limited to the extent necessary to reach a reasoned judgment that the agreement is
13 not the product of fraud or overreaching by, or collusion between, the negotiating parties, and
14 that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*In re*
15 *Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723 (quoting *Officers for Justice v. Civil*
16 *Service Com.* (9th Cir. 1982) 688 F.2d 615, 625).) Here, the parties and the mediator agreed
17 that settlement, on the terms set forth in the Settlement Agreement, is fair, reasonable.
18

19 **C. THE PAGA SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE.**

20 The Settlement was reached only after investigation; and arm's-length and good faith
21 negotiations. (*See* ANB Dec. ¶ 7.)

22 Here, the Honorable Peter D. Lichtman (Ret.), a former head of the LA County
23 Superior Court's MSC Program and founder of the Court's Complex Civil Litigation
24 Department, mediated the settlement and agreed it was reasonable. (*See* ANB Dec. ¶ 6.)

25 Prior to the mediation, RSI provided, and Plaintiff's Counsel reviewed, over 5000
26 pages of RSI employee documents, which included "Crew Member Shift Work Activity
27 Reports" identifying the day-to-day work activities (including the location of the work
28 performed, and the timing of meal and rest breaks) of the Aggrieved Employees during the

1 Settlement Period; and associated wage statements. (*Id.*, ¶7.) Additionally, Plaintiff’s
2 Counsel interviewed five (5) Aggrieved Employees about their experiences regarding the
3 claims raised in the action. (*Id.*) Therefore, the parties had sufficient information to evaluate
4 the strengths and weaknesses of their claims and defenses, whether to pursue litigation or settle,
5 and the appropriate settlement value of the claims at issue. (*Id.*)

6 **1. Failure to reimburse for cellular phone usage**

7 Under the PAGA, for the failure to reimburse business expenses under Labor Code
8 Section 2802, a maximum penalty of \$100 per pay period is assessed for initial violations and
9 \$200 for subsequent violations. Here, because Defendant has not been previously penalized for
10 the violations set forth in Plaintiffs' PAGA charge, only the initial \$100 amount per pay period
11 would likely be awarded. (See ANB Dec. ¶¶ 8-9.)

12 As to the Plaintiff’s failure to reimburse claim, RSI began reimbursing its employees
13 \$10 per pay period for their personal cellular phone usage beginning with the May 26, 2020
14 payroll. Plaintiff argues that \$10 per pay period is insufficient to compensate the Aggrieved
15 Employees based on the amount of work conducted on their personal cellular phones, and
16 therefore estimates \$279,750 in penalties during the Settlement Period, which is based on the
17 following calculation: $11190^7/4^8 = 2,797.5 \times \$100^9 = \$279,750$. (*Id.*)

18 **2. Failure to provide lawful meal periods**

19 Here, based on a review of the “Crew Member Shift Work Activity Report[s]” provided
20 by RSI, Plaintiff estimates an average of 2.4 meal period violations per employee, per pay
21 period. Based on that number, Plaintiff calculates PAGA penalties in the amount of \$1,242,800
22 in penalties for the Settlement Period. Plaintiff arrived at that figure as follows: 2.4 (avg.
23
24
25

26 ⁷ Total amount of work weeks for all Aggrieved Employees.

27 ⁸ Plaintiff divides by four because reimbursement for cellular phones should arguably be paid
each month, i.e. when subscribers’ bills are typically due.

28 ⁹ “Gov. Code §2699(f), assigns a “civil penalty [of] one hundred dollars (\$100) for each
aggrieved employee per pay period for the initial...”

violations in a pay period) x 5,595 (number of aggrieved employees pay periods) = 13,428 (total violations during settlement period) x \$100 (civil penalty) = \$1,242,800. (*Id.*)

3. Failure to provide lawful rest breaks

Based Plaintiff's Counsel's review of the "Crew Member Shift Work Activity Report[s]" provided by RSI, Plaintiff estimates an average of 1 violation per employee, per pay period.

Based on that number, Plaintiff calculates PAGA penalties in the amount of \$614,500 in penalties for the Settlement Period. Plaintiff arrived at that figure as follows: 1 (average violations in a pay period) x 5,595 (number of aggrieved employees pay periods) = 5,595 (total violations from 2/17/19 to 12/8/20) x \$100 (civil penalty) = \$614,500. (*Id.*)

4. Failure to pay County and City minimum wages

Based on the employment records received by Plaintiff, this claim appears to be unsupported by the evidence as RSI regularly paid an hourly rate at, or above, the Los Angeles County and City minimum wages. (*Id.*)

In reviewing the reasonableness of PAGA settlements, the PAGA grants trial courts discretion to reduce the amount of civil penalties to be imposed.¹⁰ Additionally, some courts require an analysis of the stacking of all available penalties for violations alleged in the case.¹¹ (*See, e.g., Gonzalez v. Corecivic of Tenn., LLC* (E.D.Cal. 2018) 2018 US.Dist.LEXIS 156549, at *24-25 ("stacking' PAGA penalties is not inappropriate under California law and, therefore, there is no obvious reason to use 'unstacked' calculations to estimate the value of the case ... plaintiff has not adequately explained why, in attempting

¹⁰ *See*, Labor Code § 2699(e)(2); *see also, Bernstein v. Virgin Am., Inc.* (N.D.Cal. 2019) 365 F. Supp. 3d 980, 985, 992 judgment reducing PAGA penalties from \$33,300,000 to \$24,981,150).

¹¹ PAGA permits "stacking" of penalties where a defendant's conduct violates more than one provision of the Labor Code. *See, e.g., Fleming v. Dollar Tree Stores, Inc.* (N.D.Cal. 2006) 2006 U.S.Dist.LEXIS 67749, at *23-28; *Hernandez v. Towne Park, Ltd.* (C.D.Cal. 2012) 2012 U.S.Dist.LEXIS 86975, at *59, fn. 77 ("federal courts applying California law have concluded that stacking is appropriate").

1 to set out the total potential value of the claims in this case, he both 'unstacked' them and
2 suggested they might only be worth a quarter of the statutory penalty.".)

3 Plaintiff provided various scenarios at the settlement conference of the potential
4 exposure analysis, including the full stacking of penalties, with the failure to reimburse
5 based on \$100 per violation. Under this calculation, Plaintiff estimates RSI's maximum
6 potential liability as exceeding \$2,137,000. (See, ANB Dec. , ¶10.) However, Plaintiff's
7 Counsel knows of no court in California that has yet to award the stacking of penalties at
8 their maximum penalty amounts. (*Id.*)

9 Based on the foregoing calculations, the law as it relates to "stacking", Defendant's
10 defenses addressed in Section A above, and the uncertainties of trial, the Court should
11 determine the reasonableness of the parties' Settlement based on the Total Monetary
12 Settlement Amount (\$300,000), divided by the total amount of Aggrieved Employee pay
13 periods in the Settlement Period (5,595), which equals a penalty of \$53.62 per Aggrieved
14 Employee, per payroll period. (*Id.*, ¶11.) This compromised amount is quite favorable in
15 comparison to other PAGA settlements and court awards. (*Id.*) For example, in *Garrett v.*
16 *Bank of America*, Alameda Superior Court Case Number RG13699027, involving almost
17 one million pay periods, the Alameda Superior Court, on October 28, 2016, approved a \$15
18 million PAGA settlement, which would be a penalty of \$15 per pay period.

19 In *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, the trial Court reduced
20 the PAGA penalty amount to only \$5 per pay period. In *Carrington*, the plaintiff requested
21 penalties in excess of \$70 million, which was based on a \$25 to \$75 penalty per violation.
22 The trial court instead awarded a \$5 penalty per pay period and stated this reduction was
23 warranted because imposing the maximum penalty would be unjust, arbitrary, and
24 oppressive based on Starbucks's "good faith attempts" to comply with meal period
25 obligations and because the court found the violations were minimal. Similarly, here,
26 Defendant will argue it had a good-faith belief that it was complying with the law on
27 the grounds that it had validly executed on duty meal period agreements. Plaintiff has a
28

1 strong argument against this, but even if Defendant was held liable for the PAGA violations,
2 it was highly possible that this Court would give deference to RSI's "good faith attempt to
3 comply with the law" argument and reduce any penalty amount.

4 Other courts have also reduced PAGA civil penalties, often dramatically. For
5 example, in *Thurman v. Bayshore Transit Mgmt., Inc.* (2012) 203 Cal.App.4th 1112, 1136,
6 the Court of Appeal affirmed the trial court's reduction of PAGA civil penalties by 30
7 percent, finding that awarding the full penalties would have been "unjust" because the
8 "evidence showed... defendants took their obligations... seriously and attempted to comply
9 with the law," and that the defendants' financial condition "rendered them unable to pay
10 penalties from ongoing revenues." Similarly, in *Fleming v. Covidien, Inc.* (C.D.Cal. Aug.
11 12, 2011, No. ED CV10- 01487 RGK (OPx)) 2011 U.S.Dist.LEXIS 154590, at *8-9, the
12 court reduced PAGA civil penalties for wage statement violations from \$2,800,000 to
13 \$500,000. Accordingly, while courts cannot deny PAGA civil penalties outright if liability
14 is found, they can and do reduce the awarded penalties based on such considerations.

15 Finally, the fact that the total amount potentially available, assuming a full recovery on
16 all claims is greater than the value of a settlement, this does not militate against approval of
17 this Settlement. As the court in *Shames v. Hertz Corp.* (N.D. Cal. Nov. 5, 2012) 2012 U.S.
18 Dist LEXIS 158577 at *6 (citing *Dunleavy v. Nadler (In re Mego Fin. Corp. Sec. Litig.)*
19 (2000) 213 F.3d 454 (court approved a settlement constituting one-sixth of the potential
20 recovery) held: "While settlement amounts that are close to the plaintiffs estimate of damages
21 provide strong support for approval of the settlement, settlement offers that constitute only a
22 fraction of the potential recovery do not preclude a court from finding the settlement offer is
23 fair."
24

25 Here, the Settlement amount is excellent, especially given Defendant's defenses, as well
26 as the Court's discretion to discount any penalty awarded down to the proverbial peppercorn.

27 **IV. CONCLUSION.**

28

1 Because the Settlement is fair, reasonable, and adequate, Plaintiff respectfully requests
2 that the Court grant approval of all terms of the Settlement, as set forth in the Settlement
3 Agreement, attached to ANB Dec., Ex. A.

4 **WORKPLACE RIGHTS LAW GROUP, LLP**

5
6 Dated: June 17, 2021

By: 

ADAM N. BOUAYAD
Attorneys for Plaintiff,
JONATHAN MARTIS

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18
4 and not a party to the within action; my business address is 130 North Brand Boulevard, Suite
5 410, Glendale, California 91203.

6 On **June 17, 2021**, I served the foregoing document described as:

7 **PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PRIVATE**
8 **ATTORNEY GENERAL ACT CLAIMS SETTLEMENT; MEMORANDUM OF POINTS**
9 **AND AUTHORITIES**

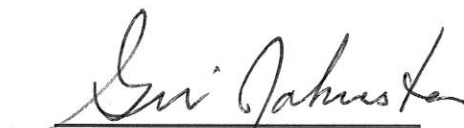
10 on the interested parties set out as follows, by the method indicated below:

11 Law Offices of Charley M. Stoll, a PC 12 340 Rosewood Ave., Suite K 13 Camarillo, CA 93010 14 Email: stoll@cmsapc.com; dlavenant@cmsapc.com 15 Tel: 805-389-5296 16 <i>Attorneys for Rescue International Services, Ltd.</i>	
--	--

17 **XXX** **(BY EMAIL)** Pursuant to Emergency Rules Related to COVID-19, Emergency Rule 12.
18 Electronic service.

19 **XXX** **(STATE)** I declare under penalty of perjury under the laws of the State of California that
20 the above is true and correct.

21 Executed on June 17, 2021, at Glendale, California.

22 
23 Geri Johnston

24
25
26
27
28
**PLAINTIFF'S NOTICE OF UNOPPOSED MOTION FOR APPROVAL OF PRIVATE ATTORNEY
GENERAL ACT CLAIMS SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES**