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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

LIBRADO SARCENO, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

REGULUS GROUP, LLC, an unknown
business entity; TRANSCENTRA, INC. an
unknown business entity; and DOES 1
through 100, inclusive ,

Defendants.

Case No.: 34-2018-00234541-CU-OE-GDS

Honorable Shama H. Mesiwala
Department 53

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

[Declaration of Class Counsel
(Edwin Aiwazian); Declaration of Class
Representative (Librado Sarceno);
Declaration of Settlement Administrator
(Zachary Cooley); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Date: May 12, 2021
Time: 1:30 p.m.
Department: 53

Complaint Filed: June 11, 2018
FAC Filed: June 1, 2020
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on May 12, 2021 at 1:30 p.m., in Department 53 of the
2 above-entitled Court, located at 813 6th Street, Sacramento, California 95814, Plaintiff Librado
3 Sarceno (“Plaintiff”) will and hereby does move for an order granting final approval of:

4 1. The Joint Stipulation of Class Action and PAGA Settlement and Release None
5 None (“Settlement,” “Agreement,” or “Settlement Agreement”) on the grounds that the
6 Settlement is fair, adequate, and reasonable because:

- 7 • A Net Settlement Amount of approximately **\$813,456.90** will be fully distributed to
8 the Class Members who did not opt out of the Settlement and who submitted a timely
9 and valid Claim Form (“Claimants”);
10 • **No Objections** were submitted to the settlement administrator, Simpluris, Inc.
11 (“Settlement Administrator”);
12 • **No Requests for Exclusion** were submitted to the Settlement Administrator;

13 2. Payment in the amount of **\$490,000.00** to Lawyers *for* Justice, PC (“Class
14 Counsel”), representing thirty-five percent (35%) of the Maximum Settlement Amount, for
15 attorneys’ fees, which is reasonable and justified on a percentage-basis and also based on a
16 lodestar cross-check with a multiplier of 1.21;

17 3. Payment in the amount of **\$10,964.10** to Class Counsel for reimbursement of
18 litigation costs and expenses;

19 4. Payment in the amount of **\$6,500.00** to the Settlement Administrator, Simpluris,
20 Inc. (“Simpluris”), for Settlement Administration Costs;

21 5. Payment in the amount of **\$7,500.00** to Plaintiff Librado Sarceno, as Enhancement
22 Awards, for his time and effort in representing the Settlement Class; and

23 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
24 California Labor Code section 2698, *et seq.*, in the amount of **\$25,000.00**, of which seventy-five
25 percent (75%), or \$18,750.00, will be paid to the California Labor and Workforce Development
26 Agency and twenty-five percent (25%), or \$6,250.00, will be part of the Net Settlement Amount
27 for distribution to the Claimants.
28

1 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules
2 of Court, which require approval by the Court of a class action settlement and permit the Court
3 to extend the page limit for memoranda.

4 Pursuant to Local Rule 1.06(A), the Court will make a tentative ruling on the merits of
5 this matter by 2:00 p.m., the court day before the hearing. The complete text of the tentative
6 rulings for the department may be downloaded off the court's website. If a party does not have
7 online access, they may call the dedicated phone number for the department as referenced in the
8 local telephone directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before
9 the hearing and receive the tentative ruling. If the parties do not call the Court and the opposing
10 party by 4:00 p.m. the court day before the hearing, no hearing will be held.

11 This motion is based upon the following Memorandum of Points and Authorities; the
12 Declaration of Class Counsel (Edwin Aiwanian), Class Representative (Librado Sarceno), and
13 Settlement Administrator (Zachary Cooley of Simpluris) in support thereof; the pleadings and
14 other records on file with the Court in this matter; and such evidence and oral argument as may
15 be presented at the hearing on this Motion.

16 Dated: April 20, 2021

LAWYERS for JUSTICE, PC

17
18 By:



Edwin Aiwanian

Attorneys for Plaintiff and the Settlement Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Librado Sarceno (“Plaintiff”) seeks final approval of: (1) the Maximum Settlement Amount of \$1,400,000.00; (2) attorneys’ fees in the amount of \$490,000.00, which is thirty-five percent (35%) of the Maximum Settlement Amount, and reimbursement of litigation costs and expenses in the amount of \$10,964.10 (together, “Attorneys’ Fees and Costs”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$6,500.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) Enhancement Award in the amount of \$7,500.00 to Plaintiff Librado Sarceno; and (5) allocation of \$25,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Payment”).

Plaintiff seeks relief on behalf of the following Settlement Class:

All persons currently and formerly employed by Defendants as non-exempt employees in California from June 11, 2014 to November 25, 2020 (“Settlement Class” or “Class Members”).¹

The Class, however, shall not include any person who previously settled or released the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as provided in this Settlement.² Any person who submits a timely and valid Request for Exclusion as provided in this Settlement is expressly excluded from the Settlement Class.

This matter involved ongoing investigations, formal and informal discovery, review and analysis of thousands of pages of documents and data prior to and during mediation conducted by Honorable Raul A. Ramirez (Ret.), and extensive settlement negotiations. This matter has required 581.75 hours of attorney time by Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents thirty-five percent (35%) of the Maximum Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have

¹ Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement”), Exh. 1, ¶¶ 4 & 7.

² *Ibid.*

historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys' fees are also supported under the lodestar cross-check method.³

Plaintiff moves for final approval of the Enhancement Award in the amount of \$7,500.00, to compensate Plaintiff for the time and effort that he expended spearheading the lawsuits on behalf of the Settlement Class. Plaintiff also moves for final approval of the payment to the Settlement Administrator in the amount of \$6,500.00 for Settlement Administration Costs. Plaintiff also moves for final approval of the allocation of \$25,000.00 for the PAGA Payment, of which \$18,750.00 will be paid to the California Labor Workforce and Development Agency ("LWDA") for its portion of the PAGA Payment ("LWDA Payment"), and \$6,250.00 will be part of the Net Settlement Amount that will be distributed to Class Members who did not submit a timely and valid request to be excluded from the Settlement and also timely submit a valid Claim Form to the Settlement Administrator ("Claimants").

The requests for Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, and allocation for the PAGA Payment were fully disclosed in the Notice of Pendency of Class Action Settlement ("Class Notice") that was mailed to the Class Members. Most importantly, as of the date of this Motion, *not a single Class Member has objected to any aspect of the Settlement, including the requested Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, or allocation for PAGA Payment.*

The Settlement is fair, adequate, and reasonable, and is the product of arm's-length, good-faith negotiations by experienced counsel presided over by a highly-regarded mediator who is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should grant final approval of the Settlement, and award Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, and PAGA Payment in the amounts as fully disclosed to the Settlement Class and as requested herein.

In order to efficiently present the Court with adequate information to determine whether to grant final approval of the Settlement and award Attorneys' Fees and Costs, Enhancement

³ Applying a modest multiplier of 1.21, the total enhanced lodestar fees are \$492,742.25, and Class Counsel seeks an attorneys' fees award of \$490,000.00 (equal to 35% of the Maximum Settlement Amount).

Award, Settlement Administration Costs, and PAGA Payment, Plaintiff also moves for an order permitting the filing of this single consolidated memorandum, although it exceeds the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several separate motions.

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant TransCentra, Inc. (“TransCentra”) provides billing and payment transaction software and services in both the consumer and business-to-business markets across a variety of industries, including financial services, telecommunications, and utilities. Defendant Regulus Group, LLC (“Regulus”) was a predecessor entity of TransCentra (collectively, “Defendants”) Plaintiff Librado Sarceno is a former employee of Defendants.

On June 11, 2018, Plaintiff Librado Sarceno filed the Class Action Complaint for Damages (“Original Complaint”) in the Sacramento County Superior Court (the “Court”), thereby commencing the above-captioned putative class action (“Action”). On August 6, 2018, Defendants filed an answer to Plaintiff’s Original Complaint.

On August 15, 2018, Plaintiff propounded General Form Interrogatories (Set One), Special Interrogatories (Set One and Set Two), and Requests for Production of Documents (Set One) each onto each Defendants and noticed the depositions of Defendants’ Person Most Knowledgeable designees regarding job duties and organizational structure. On September 21, 2018, Plaintiff propounded Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two) onto each Defendants and noticed the deposition of both Defendants’ Person Most Knowledgeable designee regarding corporate organizational structure and Defendants’ policies and procedures.

On August 15, 2019, the parties conducted a full day mediation with experienced, third party mediator, the Honorable Raul A. Ramirez (Ret.).

On June 1, 2020, Plaintiff filed the First Amended Class Action Complaint for Damages and Enforcement under the Private Attorneys General Act, Cal. Labor Code § 2698 *Et Seq.* (“First Amended Complaint” or “Operative Complaint”). On June 16, 2020, Defendants filed an Answer to the First Amended Complaint.

1 Plaintiff's core allegations are that Defendants have violated the California Labor Code
2 by engaging in a uniform practice and procedure, with respect to Plaintiff and the Class
3 Members, of, *inter alia*, failing to pay all overtime and minimum wages, failing to provide
4 compliant meal period and rest periods and associated premium pay, failing to timely pay wages
5 during employment and upon termination of employment, failing to provide compliant wage
6 statements, failing to maintain requisite payroll records, and failing to reimburse necessary
7 business expenses, and thereby engaged in unfair business practices under California Business
8 and Professions Code section 17200, *et seq.* and conduct giving rise to civil penalties
9 recoverable under the California Private Attorneys General Act, California Labor Code § 2698,
10 *Et. Seq.* ("PAGA")

11 Defendants have denied, and continue to deny, any liability and wrongdoing of any kind
12 associated with any of the allegations in the cases, and further deny that the matter is appropriate
13 for class or representative treatment for any purpose other than for settlement purposes only.

14 The parties have actively litigated the matter since it was commenced June 11, 2018.
15 The parties conducted significant formal and informal discovery, took and defended depositions
16 of Defendants' Person Most Knowledgeable witness and Plaintiff, and exchanged thousands of
17 pages of documents and data. On August 15, 2019, the parties participated in a formal, full-day
18 mediation conducted by Honorable Raul A. Ramirez (Ret.), a well-regarded mediator
19 experienced in mediating complex labor and employment matters. After conducting significant
20 formal and informal discovery and investigation into the facts of the cases and with the aid of
21 the mediator's evaluation, the parties ultimately reached the Settlement described herein to
22 resolve the cases in their entirety.

23 On October 27, 2020, Plaintiff filed a Motion for Preliminary Approval of Class Action
24 Settlement and supporting documents. On November 25, 2020, the Court entered an Order
25 Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement
26 ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement,
27 the Class Notice, the Claim Form, and the proposed administration procedures and associated
28 deadlines.

Plaintiff now moves for final approval of the Settlement, Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, and allocation for PAGA Payment.

III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION

Under the terms of the Settlement Agreement, Defendants have agreed to pay a Maximum Settlement Amount of \$1,400,000.00 on a non-reversionary basis.⁴ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Maximum Settlement Amount: (1) Attorneys' Fees and Costs, consisting of attorneys' fees in the amount of \$490,000.00 and reimbursement of litigation costs and expenses in the amount of \$10,964.10, to Class Counsel; (2) Enhancement Award in the amount of \$7,500.00 to Plaintiff Librado Sarceno; (3) Settlement Administration Costs in the amount of \$6,500.00 to Simpluris; (4) the employer's share of payroll taxes and contributions with respect to the wage portion of Individual Settlement Shares ("Employer Taxes"); and (5) LWDA Payment in the amount of \$18,750.00.⁵

Claimants (i.e., Class Members who do not submit a Request for Exclusion and also timely submit a valid Claim Form to the Administrator) will receive payment of a *pro rata* share of the Net Settlement Amount (his or her "Individual Settlement Payment").⁶ A Claim Form was timely if it was mailed and postmarked to the Settlement Administrator within sixty (60) calendar days from the initial mailing of the Class Notice, Claim Form, and Return Envelope (together, "Notice Packet").⁷

The Individual Settlement Payment that each Class Member is eligible to receive will be determined based on the number of weeks that he or she worked for Defendants as a non-exempt employee in California during the Class Period ("Workweeks"), based on information provided by Defendants.⁸ The amount to be paid per Workweek to Claimants will ultimately be calculated by the Settlement Administrator by dividing the Net Settlement Amount by the number of Workweeks of all Claimants.⁹ **Defendants will maintain no reversionary interest in the**

⁴ Settlement Agreement; ¶¶ 13 & 14.c.

⁵ *Id.*, ¶¶ 14.c, 14.c.ii, 14.c.vi, & 16.

⁶ *Id.*, ¶¶ 14.c.i

⁷ *Id.*, ¶¶ 14.c.ix & 19.

⁸ For the full definition of "Workweeks" and the agreed-upon method of calculating Workweeks, see *id.*, ¶ 14.c.i.

⁹ *Ibid.*

Maximum Settlement Amount, and the entire Net Settlement Amount will be paid out in full to Claimant.¹⁰

The Net Settlement Amount, which is estimated to be \$813,456.90, will be distributed in accordance with the Settlement Agreement.¹¹ One hundred twenty-seven (127) Class Members have submitted Claim Forms, are considered to be Claimants, and will receive a *pro rata* share of the Net Settlement Amount.¹²

Class Members had sixty (60) calendar days after the initial mailing of the Class Notice to Class Members to dispute the number of Workweeks credited to each of them, opt out of the Settlement, and/or object to the Settlement (“Response Deadline”).¹³ The Response Deadline was March 25, 2021.¹⁴ The Settlement Administrator has not received any written requests for exclusion from the Settlement (“Requests for Exclusion”) or objections to the Settlement \ from Class Members.¹⁵

Individual Settlement Shares will be allocated as one-third percent (1/3) wages, to be reported on IRS Form W-2; and two-thirds (2/3) interest and penalties, to be reported on IRS Form 1099.¹⁶ Individual Settlement Shares will be paid out to Claimants subject to reduction for the employee’s and employer’s share of taxes, withholdings, and contribution with respect to the wages portion of the Individual Settlement Shares, and the net payment is referred to as “Individual Settlement Payments”.¹⁷

Any and all Individual Settlement Payment checks issued to Claimants will remain valid for 120 calendar days from the date of mailing, and Claimants who do not cash or deposit their checks within ninety (90) calendar days of issuance will be sent a reminder notice reminding

¹⁰ Settlement Agreement, ¶¶ 14, 14.c, & 14.c.i.

¹¹ This amount is higher than the amount stated in Paragraph 15 of the accompanying Declaration of Zachary Cooley Regarding Notice and Settlement Administration (“Simpluris Declaration” or “Simpluris Decl.”) because the Settlement Administrator’s calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$30,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$10,964.10 for reimbursement of litigation costs and expenses, and the difference of \$19,035.90 will remain part of the Net Settlement Amount.

¹² Simpluris Decl., ¶ 15.

¹³ *Id.*, ¶¶ 14.c.ix., 19, & 20.

¹⁴ Simpluris Decl., ¶ 10, Exh. A.

¹⁵ *Id.*, ¶¶ 13 & 13.

¹⁶ Settlement Agreement, ¶ 14.c.iii.

¹⁷ *Ibid.*

1 them of the deadline to cash or negotiate their check.¹⁸ Thereafter, Individual Settlement
2 Payment checks that are not negotiated within the 120-day period will be void, and the funds
3 associated with such voided checks will be distributed to Koinonia Family Services, a non-profit
4 501(c)(3) organization with child advocacy programs in the State of California, as the *cy pres*
5 recipient pursuant to Code of Civil Procedure section 384.¹⁹

6 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

7 The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps
8 to effectuate the notice and settlement administration process, as set forth in the Court's
9 November 25, 2020 Preliminary Approval Order.

10 On December 12, 2020, Simpluris received the Court-approved text for the Class
11 Notice.²⁰

12 On December 22, 2020, Simpluris received a mailing list from Defendants' counsel that
13 contained the full names, employee numbers, last-known addresses, last-known telephone
14 numbers, Social Security numbers and dates of employment as non-exempt employees in
15 California from June 11, 2014 through November 25, 2020 for individuals identified as Class
16 Members ("Class Data List").²¹ The Class Data List contained information for 181 individuals
17 identified as Class Members.²² Simpluris processed the names and addresses through the
18 National Change of Address Database ("NCOA") and updated the Class Data List with any
19 updated addresses located.²³

20 On January 22, 2021, Simpluris mailed the Class Notice via first class mail to 181
21 individuals identified as Class Members in the Class Data List.²⁴

22 As of the date of this Motion, zero (0) Notice Packets were returned as undeliverable
23 with forwarding addresses.²⁵ Twenty-one (21) Notice Packets were returned as undeliverable
24

25 ¹⁸ Simpluris Decl., ¶ 18.

26 ¹⁹ *Ibid.*

27 ²⁰ *Id.*, ¶ 4.

28 ²¹ *Id.*, ¶ 5.

²² *Ibid.*

²³ *Id.*, ¶ 6.

²⁴ *Ibid.*

²⁵ *Id.*, ¶ 8.

without forwarding addresses.²⁶ Simpluris performed a skip-trace search on the twenty-one (21) Notice Packets that were returned to Simpluris without forwarding addresses, located an updated address for twenty (20) Class Members, and promptly re-mailed the Notice Packet to the updated addresses.²⁷ Ultimately, one (1) Notice Packet remains undeliverable because an updated address was not located through skip-tracing.²⁸

On March 5, 2021, Simpluris mailed a reminder postcard to Class Members who not yet submitted a Claim Form.²⁹

As of the date of this Motion, the Settlement Administrator has not received any Objections or Requests for Exclusion from Class Members.³⁰

To date, the Settlement Administrator received a total of one hundred and twenty-seven (127) Claim Forms from Class Members, who are considered to be Claimants and will be paid a *pro rata* portion of the Net Settlement Amount.³¹

Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$813,456.90 will be distributed to Claimants in accordance with the terms of the Settlement.³² The highest Individual Settlement Share is currently estimated to be at least \$10,954.38 and the average Individual Settlement Share is currently estimated to be at least \$6,255.28.³³

V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.

The trial court has broad discretion to determine whether a class action settlement is fair and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether the settlement is fair and reasonable, courts consider relevant factors such as:

²⁶ Simpluris Decl., ¶ 8.

²⁷ *Ibid.*

²⁸ *Ibid.*

²⁹ *Id.*, ¶ 9.

³⁰ *Id.*, ¶¶ 13 & 14.

³¹ *Id.*, ¶ 15.

³² *Id.*, ¶ 15; see also, n.11, *supra*.

³³ *Id.*, ¶ 16. The actual average and highest Individual Settlement Payments will be larger than the amounts stated in the Simpluris Declaration because the Net Settlement Amount is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$30,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$19,035.90, will be part of the Net Settlement Amount). See n.11, *supra*.

the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk, supra*, 48 Cal.App.4th at 1801.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists where, as here: "(1) the settlement is reached through 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 litigation; and (4) the percentage of objectors is small." *Dunk, supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement, taken as a whole, is "fair, adequate, and reasonable." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the case were to be successfully litigated, that is no bar to a class settlement because the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

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1 A. **The Settlement Resulted from Arm’s-Length Negotiations Based Upon**
2 **Extensive Investigation and Discovery.**

3 The parties actively litigated the cases since it was commenced on June 11, 2018.
4 Counsel for the parties used the pre-mediation time period to investigate the veracity, strength,
5 and scope of the claims, and also to prepare the matter for class certification, representative
6 adjudication, and trial.³⁴ The parties conducted significant formal and informal discovery and
7 investigation into the facts of the cases, and also informally exchanged information and data in
8 preparation for mediation.³⁵ Class Counsel propounded multiple sets of written discovery
9 requests in various forms and noticed the depositions of Defendant’s Persons Most
10 Knowledgeable designees.³⁶ Class Counsel also interviewed and obtained information from
11 Plaintiff and Class Members, including and not limited to the names of potential witnesses, and
12 reviewed and analyzed thousands of pages of documents and data produced by Defendants and
13 obtained through other sources.³⁷ The documents and data reviewed and analyzed by Class
14 Counsel included, and were not limited to, Plaintiff’s employment records, a sampling of Class
15 Members’ payroll and time data (such as Time Card Reports and Earning Statements), multiple
16 iterations of Defendants’ Employee Handbook, agreements (such as Defendants’
17 Confidentiality Agreement, and Employment Inquiry Release), acknowledgments (such as
18 Defendants’ Acknowledgment of Receipt of the Employee Handbook and Employment
19 Policies), internal memoranda (regarding topics such as Defendants’ meal and rest period
20 policies), and Defendants’ operations and employment practices, training and orientation
21 materials, forms (such as Defendants’ Acknowledgment of Receipt of the Employee Handbook
22 and Employment Policies form, procedures and policies (such as Defendants’ Regulus Cash and
23 Card Handling Policy, Smock and Security Policy, timekeeping policies, overtime, and travel
24 costs policy, and meal and rest break policies), among other documents and data.³⁸ Class Counsel
25 researched applicable law, developed damages/valuation models in preparation for mediation,

26
27 ³⁴ Declaration of Edwin Aiwazian (“Aiwazian Decl.”), ¶ 6.

28 ³⁵ *Ibid.*

³⁶ *Ibid.*

³⁷ *Ibid.*

³⁸ *Ibid.*

1 and met and conferred with Defendants' counsel on numerous occasions, e.g., to discuss issues
2 relating to the pleadings, case management, discovery, and production of documents and data
3 prior to mediation.³⁹

4 After conducting significant formal and informal discovery and investigation into the
5 facts of the cases, the parties participated in a formal, full-day mediation conducted by
6 Honorable Raul A. Ramirez (Ret.), a well-regarded mediator experienced in mediating complex
7 labor and employment matters.⁴⁰ Prior to and during mediation and settlement discussions, the
8 parties exchanged information and data, and discussed various aspects of the cases, including
9 and not limited to, the risks and delays of further litigation, the risks and expenses to the parties
10 of proceeding with class certification, representative adjudication, and trial, the law relating to
11 off-the-clock theory, meal and rest periods, representative PAGA claims, and wage-and-hour
12 enforcement, the evidence produced and analyzed, and the possibility of appeals, among other
13 things.⁴¹ During all settlement discussions, the parties conducted their negotiations at arm's
14 length in an adversarial position.⁴² Arriving at a settlement that was acceptable to the parties
15 was not easy.⁴³ Defendants and their counsel felt very strongly about Defendants' ability to
16 prevail on the merits and to obtain a denial of class certification, while Plaintiff and Class
17 Counsel believed that class certification would be obtained and Plaintiff would prevail at trial.⁴⁴
18 After conducting significant formal and informal discovery and investigations, extensive
19 settlement negotiations, and with the aid of the mediator's evaluation, the parties agreed that the
20 matter was well-suited for settlement given the legal issues relating to Plaintiff's principal
21 claims, as well as the costs and risks to the parties that would attend further litigation.⁴⁵

22 The Settlement takes into account the strengths and weaknesses of each side's position
23 and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals.
24 Class Counsel interviewed, and obtained information from Plaintiff and other Class Members.⁴⁶

25 ³⁹ Aiwazian Decl., ¶ 6.

26 ⁴⁰ *Id.*, ¶ 8.

27 ⁴¹ *Ibid.*

28 ⁴² *Ibid.*

⁴³ *Ibid.*

⁴⁴ *Ibid.*

⁴⁵ *Ibid.*

⁴⁶ *Id.*, ¶ 6.

Class Counsel also reviewed and analyzed thousands of pages of documents produced by Defendants and obtained through other sources, and performed significant research into the law concerning certification, off-the-clock theory, meal and rest periods, representative PAGA claims, wage-and-hour enforcement, Plaintiff's claims, and Defendants' defenses, as well as facts discovered.⁴⁷ The Settlement was based on this large volume of facts, evidence, and investigation.⁴⁸ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.⁴⁹

B. The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.

The Settlement, which provides for a Maximum Settlement Amount of \$1,400,000.00, represents a fair, adequate, and reasonable resolution of the matter, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.⁵⁰ The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation.⁵¹ Had the actions not settled, Defendants would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendants contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendants would have likely argued again at trial, if any, that Plaintiff's claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendants also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims on a class-wide or representative basis. Additionally, preparation for trial would have been expensive for all parties.

It is preferable to reach an early resolution of a dispute because such resolutions save time and money that would otherwise go to litigation. If this matter had settled after further

⁴⁷ Aiwazian Decl., ¶ 6.

⁴⁸ *Id.*, ¶¶ 6 & 8.

⁴⁹ *Id.*, ¶¶ 15-18.

⁵⁰ *Id.*, ¶¶ 8 & 21.

⁵¹ *Id.*, ¶¶ 5-8.

litigation, the settlement amount would have taken into account the additional costs incurred, and there might have been less money available for Class Members after all was said and done. This is not just an abstract contention. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. These risks of further litigation include a determination that the claims were unsuitable for class treatment and/or representative adjudication, failure to obtain certification, class de-certification after certification of a class, allowing a jury to decide the claims asserted in the matter, and the real possibility of no recovery after years of litigation. Additionally, the parties were moving into the phase of the litigation where they would have to conduct a significant amount of additional discovery, including and not limited to, depositions of Defendants' Person Most Knowledgeable designees, expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and former employees throughout the State of California. Discovery disputes would have certainly arisen, which would have cost the parties additional time and money. In contrast, the Settlement provides real and significant benefits for the Class Members here and now, while avoiding the further expenses, risks, and delay of prolonged litigation with only the possibility of recovery.

It would be grossly inefficient for such a large class of current and former employees to bring individual actions to recover from Defendants for the alleged violations of wage-and-hour laws. Moreover, the potential individual recovery that could be obtained by a Class Member would not be significant enough to provide him or her with the incentive to sue. By granting final approval of the Settlement, the Court can approve a resolution that provides a certain and substantial recovery for Class Members.

C. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement, which provides for a Maximum Settlement Amount of \$1,400,000.00, represents a fair, reasonable, and adequate resolution of the cases. The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation. The Settlement takes into account the potential risks and rewards inherent in any case and, in

particular, in this matter. Moreover, considering all of the facts in the cases, the Maximum Settlement Amount represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$490,000.00, litigation costs and expenses in the amount of \$10,964.10, Enhancement Award in the amount of \$7,500.00, Settlement Administration Costs in the amount of \$6,500.00, Employer Taxes Estimated to be \$52,829.00, and LWDA Payment in the amount of \$18,750.00 from the Maximum Settlement Amount of \$1,400,000.00, the Net Settlement Amount is currently estimated to be \$813,456.90.⁵² Under the Settlement Agreement, the Maximum Settlement Amount will be fully paid out without any reversion to Defendants, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Claimant will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to him or her. One hundred twenty-seven (127) Class Members have submitted Claim Forms and are considered to be Claimants.⁵³ The highest Individual Settlement Share to a Claimant is currently estimated to be at least \$10,954.38 and the average Individual Settlement Share is currently estimated to be at least \$6,255.28.⁵⁴

At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members.⁵⁵ Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on*

⁵² Simpluris Decl., ¶ 15; see n.11, *supra*.

⁵³ *Id.*, ¶ 15.

⁵⁴ *Id.*, ¶ 26; see n.33, *supra*.

⁵⁵ Aiwazian Decl., ¶ 21.

1 *Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of
2 the Settlement.

3 **D. The Class Was Represented by Competent Counsel.**

4 Class Counsel has extensive experience in employment class action law and complex
5 wage-and-hour litigation.⁵⁶ Lawyers for Justice, PC has been appointed class counsel in
6 numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals
7 in California.⁵⁷ Both parties' counsel were capable of assessing the strengths and weaknesses
8 of the Class Members' claims against Defendants and the benefits of the Settlement under the
9 circumstances of the cases and in the context of a private, consensual settlement agreement.

10 **E. There Are No Objections to the Settlement.**

11 The Settlement has been well received by the Settlement Class – ***not a single Class***
12 ***Member objected to or opted out of the Settlement.***⁵⁸ Specifically, no objections have been
13 made as to the Maximum Settlement Amount or requested Attorneys' Fees and Costs,
14 Enhancement Award, Settlement Administration Costs, or the allocation for PAGA Payment.
15 California courts have consistently found that a small number of objectors indicates the class'
16 support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at
17 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th
18 at 1152-53 (final approval granted despite 9 objectors).

19 Here, the lack of any objections speaks volumes about the fairness, reasonableness, and
20 adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair,
21 reasonable, and adequate, and the Court should grant final approval of the Settlement in its
22 entirety. *Dunk, supra*, 48 Cal.App.4th at 1802.

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27 _____
28 ⁵⁶ Aiwasian Decl., ¶¶ 15-18.

⁵⁷ *Ibid.*

⁵⁸ *Simpluris Decl.*, ¶¶ 12 & 13.

VI. THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.

A. Legal Standard for Attorneys' Fees in a Class Action Settlement.

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The "experienced trial judge is the best judge of the value of professional services rendered in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *see also Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao, supra*, 82 Cal.App.4th at 49.

California law provides that an attorneys' fees award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao, supra*, 82 Cal.App.4th at 53.

"The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long

as the method chosen is applied consistently using percentage figures and/or rates that accurately reflect the marketplace. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32.

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys' fees). California courts routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

B. A Fee Award of a Percentage of the Entire Fund Is Appropriate.

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Graulity* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.⁵⁹ The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent, supra*, 557 F.2d at 769.

When a litigant's efforts result in a settlement from which others may derive benefits, the litigant may require the passive beneficiaries to compensate those whose efforts brought

⁵⁹ The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

1 about the settlement. See, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-
2 7 (permitting attorneys' fees and costs to be paid out of the settlement or directly on behalf of
3 the other parties enjoying the benefit of the settlement). Both state and federal courts have
4 embraced this doctrine. See *Serrano, supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17
5 Cal.App.4th 308, 317; *Vincent, supra*, 557 F.2d at 769.

6 The propriety of calculating and awarding attorneys' fees as a percentage of a monetary
7 settlement that has, by litigation, been preserved or recovered for the benefit of others, has been
8 confirmed by the California Supreme Court. *Laffitte, supra*, 1 Cal.5th 480 at 486 & 506. The
9 California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a
10 lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar
11 cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]"
12 and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

13 Courts have consistently recognized that class and representative action litigation is
14 increasingly necessary to protect the rights of individuals whose injuries and/or damages are too
15 small to economically justify legal action on an individual basis. Accordingly, in determining
16 a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to
17 pursue such litigation in order to achieve increased access to the judicial system for meritorious
18 claims and to enhance deterrents to wrongdoing. This is especially true in situations where
19 multiple similar alleged wrongs would not be economically feasible to pursue individually, such
20 as here. See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

21 When the cases were originally filed, not only were they inescapably contingent, but the
22 prospect of a long, drawn-out battle with defendants represented by experienced counsel, was
23 almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked
24 substantial economic loss if the results were not successful. This substantial risk is the reason
25 that the courts approve the use of the percentage method when a settlement is obtained by the
26 efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
27 (discussing the risks of engaging in litigation without certainty of compensation).
28

Under the terms of the Settlement Agreement, Defendants will pay a Maximum Settlement Amount of \$1,400,000.00 on a non-reversionary basis. The requested attorneys' fees are thirty-five percent (35%) of the total value of the monetary settlement. In light of Class Counsel's successful prosecution and resolution of the cases, the requested attorneys' fees are appropriate and reasonable.

Compensating class counsel in class litigation on a percentage basis makes good sense because: (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the cases; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The requested attorneys' fees in this matter satisfy all of those factors and should be approved on a percentage basis.

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel's work to the class is to review the consideration agreed to be paid by the named plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this case, Plaintiff has agreed to a contingency fee of at least thirty-five percent (35%) of the recovery.⁶⁰

Furthermore, a percentage-fee award is not dependent on a determination of the actual amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is equitable that [the attorney’s] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.*

⁶⁰ Aiwazian Decl., ¶ 9.

(1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be calculated on the basis of the total fund made available rather than the actual payments made to the class.” *Lealao*, *supra*, 82 Cal.App.4th at 51; *see also Boeing*, *supra*, 444 U.S. at 478 (“a litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or his client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

In *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, in determining reasonable attorneys’ fees, the Court of Appeal valued a settlement based on the total value of the settlement made available to class members by the efforts of counsel, decided in favor of granting fees as a percentage of the total value of the settlement, and rejected an objection that the fees be awarded based on the exact amount claimed by class members. *Id.* at 247.

Class Counsel has obtained a substantial recovery on behalf of Plaintiff and the Settlement Class, and the results achieved justify an attorneys’ fees award that is the equivalent of the standard market fee and that is consistent with the contingency-fee agreement entered into by and between Plaintiff and Class Counsel. Thus, the requested attorneys’ fees are appropriate.

C. The Attorneys’ Fees Award Requested by Class Counsel Is Reasonable Based on the Factors Considered in Determination of Fee Awards.

In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors to be considered in determining whether fee awards are reasonable: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney due to the acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *Camden I Condominium Association, Inc. v. Dunkel* (11th Cir. 1991) 946 F.2d 768, 772.

Each and every one of these factors favors the attorneys’ fees sought here; however, some of the most relevant factors to this Court’s fee determination will be addressed herein.

The award of attorneys' fees in the amount of \$490,000.00 (which is 35% of the Maximum Settlement Amount) is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of Class Counsel's fee and the risks taken in commencing the cases, the skill and determination required, the results that Class Counsel has achieved, and the value of the settlement that Class Counsel has obtained for the Class Members.

1. Time & Labor.

Class Counsel used its experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Settlement Class. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.⁶¹

As outlined in the Declaration of Edwin Aiwasian, Class Counsel has fully and actively participated in litigation of the cases.⁶² Prior to commencing the lawsuits, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendants' business, and their operations and employment policies, practices, and procedures.⁶³ During the litigation of the actions, Class Counsel interviewed Plaintiff and other Class Members; propounded formal written discovery requests; noticed the depositions of Defendants' Person Most Knowledgeable witnesses; reviewed and analyzed thousands of pages of pages of documents and data produced by Defendants and obtained through other sources; and prepared damages/valuation calculations.⁶⁴ Class Counsel also met and conferred with Defendants' counsel over the issues relating to pleadings, case management, discovery, and production of documents and data, among other things; engaged in extensive settlement negotiations with Defendants' counsel; and prepared for and attended court proceedings, mediation, and settlement negotiations.⁶⁵

Class Counsel has dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the

⁶¹ Aiwasian Decl., ¶¶ 15-18.

⁶² *Id.*, Exh. A.

⁶³ *Id.*, ¶ 6 & Exh. A.

⁶⁴ Aiwasian Decl., ¶ 6.

⁶⁵ *Ibid.*

litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Edwin Aiwasian, sets forth in detail the hours that Class Counsel has spent performing tasks on behalf of Plaintiff and the Settlement Class.⁶⁶ The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which sets forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and continuing up to settlement and final approval. Class Counsel has spent **581.75** hours performing tasks and to obtain a significant recovery on behalf of Plaintiff and the Settlement Class.⁶⁷ These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating the cases, the requested attorneys' fees are fair, adequate, and reasonable.

2. The Skill Required to Perform Legal Services Properly.

The skill required to properly litigate the cases is evident not only in the results achieved, but in the steps necessary to reach the same. Defendants retained well-respected counsel to represent their defenses. More specifically, Defendants and their counsel felt very strongly about Defendants' ability to obtain a denial of certification and to prevail on the merits. Plaintiff and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing the cases, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the matter to trial on a class-wide basis if Defendants did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declaration of Edwin Aiwasian, Class Counsel used its extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement

⁶⁶ Aiwasian Decl., Exh. A.

⁶⁷ Aiwasian Decl., ¶ 11.

with maximum efficiency.⁶⁸

3. *The Value of the Settlement for the Class Members.*

The Settlement represents an excellent resolution of the actions, given the risks inherent in litigating the cases through certification proceedings, trial, and/or appeals. Had the cases not settled, Defendants would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendants, however, faced risks if the Court certified a class and allowed a jury to decide the claims. Additionally, preparing the matter for trial would have been expensive for the parties.

The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings. The Settlement offers present relief and/or recovery to Claimants while avoiding the further expense, risk, and delay in obtaining possible recovery at an unknown time in the future.

As a result of this litigation and extensive settlement negotiations, Defendants agreed to pay a Maximum Settlement Amount of \$1,400,000.00 to settle the matter. After deducting the attorneys' fees (\$490,000.00), litigation costs and expenses (\$10,964.10), Enhancement Award (\$7,500.00), Settlement Administration Costs (\$6,500.00), and LWDA Payment (\$18,750.00) from the Maximum Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$813,456.90.⁶⁹ The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Share to a Claimant is currently estimated to be at least \$10,954.38 and the average Individual Settlement Share is currently estimated to be at least \$6,255.28.⁷⁰ The Settlement offers significant monetary relief to the Claimants.

⁶⁸ Aiwazian Decl., ¶¶ 15-18.

⁶⁹ Simpluris Decl., ¶ 15; see n.11, *supra*.

⁷⁰ *Id.*, ¶ 16; see n.3, *supra*.

1 **4. Whether the Fee Is Fixed or Contingent.**

2 Plaintiff entered into a contingency fee agreement with Class Counsel, and the
3 representation of the Settlement Class provided by Class Counsel has been wholly contingent.
4 Class Counsel took on the cases without knowing whether any recovery would be obtained.
5 Class Counsel has invested 581.75 hours of time to obtain relief on behalf of Plaintiff and the
6 Settlement Class.⁷¹ Class Counsel has also incurred litigation costs and expenses in the amount
7 of \$10,964.10.⁷²

8 Class Counsel has borne all of the risks and costs of litigation and will not receive any
9 compensation until recovery is obtained.⁷³ Class Counsel is well-experienced in wage-and-hour
10 class action and complex litigation and used that experience to obtain a great result.⁷⁴ The skill
11 and determination that Class Counsel has shown, along with the results obtained, justify the
12 requested Attorneys' Fees and Costs. Considering the amounts requested, the work performed,
13 and the risks incurred, the requested fees and costs are reasonable and should be awarded.

14 In determining the reasonableness of a fee award in a class action settlement, whether or
15 not representation is provided on a contingency basis is an important factor:

16 A contingent fee must be higher than a fee for the same legal services paid as they
17 are performed. The contingent fee compensates the lawyer not only for the legal
18 services he renders but for the loan of those services. A lawyer who both bears the
19 risk of not being paid and provides legal services is not receiving the fair market
value of his work if he is paid only for the second of these functions. If he is paid
no more, competent counsel will be reluctant to accept fee award cases.

20 *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class
21 Counsel litigated the cases on a contingent basis with all of the concomitant risk factors inherent
22 in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class
23 Counsel has devoted to litigating the matter would have been for naught, and would not have
24 produced any fee or any reimbursement of costs or expenses.

25 **5. The Amount Involved and the Results Achieved.**

26 The results achieved, in light of the difficulties inherent in similar cases and the specific

27 ⁷¹ Aiwazian Decl., ¶ 11, Exh. A.

28 ⁷² See Part VII, *infra*.

⁷³ Aiwazian Decl., ¶ 19.

⁷⁴ See *id.*, ¶¶ 15-18.

difficulties faced in this matter, are considerable. The Settlement has yielded a positive response from the Class Members—no Class Members objected to or opted out of the Settlement.⁷⁵

The court in *Camden* noted that, “a key element of the common fund case is that fees are [...] taken from the fund [...] and a common fund is itself the measure of success ... [and] represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768, fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8, 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

Here, the results achieved and obtained on behalf of Plaintiff and the Settlement Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted in a settlement that provides for a Maximum Settlement Amount of \$1,400,000.00.⁷⁶ The Maximum Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share to a Claimant is currently estimated to be at least \$10,954.38 and the average Individual Settlement Share is currently estimated to be at least \$6,255.28.⁷⁷

6. *The Reputation and Ability of the Attorneys.*

Lawyers for Justice, PC is a recognized class action law firm that employed its attorneys’ knowledge, skills, and experience in bringing the cases to a successful conclusion. Class Counsel has years of complex and class action litigation experience, has recovered millions of dollars on behalf of thousands of individuals in California, and has successfully handled numerous significant wage-and-hour class action and complex cases.⁷⁸

D. The Lodestar Methodology Also Justifies Approval of the Requested Fees, Because Class Counsel Has Performed Work That Is of Significant Value Based On Reasonable Hours and Prevailing Hourly Rates of Compensation.

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to “cross-check” the results of the other. See *Laffitte, supra*, 1 Cal.5th at 505 (explaining

⁷⁵ Simpluris Decl., ¶¶ 12 & 13.

⁷⁶ Aiwazian Decl., ¶¶ 5-8.

⁷⁷ *Id.*, ¶ 20; see n.33, *supra*.

⁷⁸ Aiwazian Decl., ¶¶ 15-18.

that “[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time spent by counsel into the trial court’s reasonableness determination”); see also, e.g., *Vizcaino*, 290 F.3d at 1050 (“[W]hile the primary basis of the fee award remains the percentage method, the lodestar may provide a useful perspective on the reasonableness of a given percentage award.”). Importantly, “the lodestar calculation . . . does not override the trial court’s primary determination of the fee as a percentage” of the settlement amount and “does not impose an absolute maximum or minimum on the potential fee award.” *Laffitte*, *supra*, 1 Cal.5th at 505.

The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates for the attorneys. *Ketchum*, *supra*, 24 Cal.4th at 1131-32. Under California law, counsel is entitled to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

1. The Number of Hours Spent on the Litigation was Reasonable.

The reasonableness of hours is assessed by “the entire course of the litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

As discussed above, the cases were highly contested and required a significant amount of time and labor. Defendants made it clear very early on that they disputed all of the allegations of the cases and disputed that the matter was appropriate for class or representative treatment. Defendants raised affirmative defenses and denied liability, and the pursuit of this matter involved gathering and analyzing data not only from Defendants but also from the Class Members. The handling of the cases involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel has as a result of its extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the cases moved toward certification and trial, including taking and defending depositions of Defendants’ Person Most Knowledgeable designees, percipient witnesses, and experts, propounding additional discovery requests and conducting additional document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

Class Counsel had to bring together a large volume of data and documents that were produced by Defendants and obtained from Plaintiff and Class Members and through other sources. Class Counsel conducted extensive review and analysis of these documents and data to strategize the actions and to prepare for and attend mediation and engage in settlement discussions.

As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwasian is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiff and the Settlement Class, and the time required for completing those tasks.⁷⁹ The chart demonstrates that Class Counsel has spent a total of 581.75 hours litigating the cases and finalizing the Settlement.⁸⁰ In light of the facts and circumstances of the matter, as well as the results that Class Counsel has achieved on behalf of Plaintiff and the Class Members, Class Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

2. The Fees Requested Represent a Reasonable Hourly Rate of Compensation in Light of Class Counsel's Efforts and Experience.

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this action. See *Ketchum*, *supra*, 24 Cal.4th at 1132-33. In awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." See *id.*

Class Counsel has been actively involved in this matter, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in this matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of

⁷⁹ See Aiwasian Decl., Exh. A.

⁸⁰ Aiwasian Decl., ¶ 11.

its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$1,400,000.00.

As set forth in the Declaration of Edwin Aiwarzian, the professional backgrounds and experience of Class Counsel support a reasonable hourly rate of compensation of at least \$700 per hour for services provided by Class Counsel.⁸¹ Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$700 for legal service performed, by courts of this state.⁸² While the circumstances of every case is unique, the fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

**3. The Risks Involved, Skill Required, Complexity of the Matter, and Results
Obtained Warrant Upward Enhancement of the Lodestar.**

Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this matter.

Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice

⁸¹ Aiwarzian Decl., ¶ 12.

⁸² For example, final approval of the class and representative action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved a higher hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved a higher hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved a higher hourly rate of \$780.77; final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved a higher hourly rate of \$845.64. Aiwarzian Decl., ¶ 12.

1 in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying
2 them a premium over their normal hourly rates for winning contingency cases.” *Vizcaino*, 290
3 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the
4 financial incentives for enforcing important rights “into line with incentives [attorneys] have to
5 undertake claims for which they are paid on a fee-for-services basis.” *Ketchum*, 24 Cal. 4th at
6 1132.

7 In determining whether or not to enhance the lodestar, California courts take into account
8 multiple factors, many of which were specifically addressed above in §§ VI.B-C, *infra*. See,
9 *Cates* at 822-823. Multiple factors warrant enhancement in this case, including the following:

- 10 • The time and labor required
- 11 • The skill requisite to perform the legal services properly
- 12 • The preclusion of other employment by the attorney due to the acceptance of the case
- 13 • The contingent nature of the fee
- 14 • The amount involved and results obtained
- 15 • The experience, reputation, and ability of the attorney
- 16 • Awards in similar cases

17 *Ketchum* at 1134.

18 Adjustment of the base lodestar figure to compute an award of attorneys’ fees for a claim
19 under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v. Priest* (1977)
20 20 Cal.3d 25, 48-49. “The lodestar is calculated by multiplying the reasonable hours expended
21 by a reasonable hourly rate. The court may then enhance the lodestar with a multiplier, if
22 appropriate.” *Wershba, supra*, 91 Cal.App.4th at 254. In the first stage of the lodestar adjustment
23 method, the trial court determines the reasonable hourly rate of compensation for counsel, which
24 it then multiplies by the number of hours the court finds were reasonably spent preparing the
25 case, to obtain the lodestar figure. *Ketchum, supra*, 24 Cal.4th at 1131-1132. The lodestar figure
26 is the “basic fee for comparable legal services in the community” based upon the “hourly amount
27 to which attorneys of like skill in the area would typically be entitled.” *Id.*, at 1132-1133
28 (quotation marks and citation omitted).

As discussed above, this was a highly-contested matter which required an extensive amount of time and labor. Defendants raised defenses and denied liability, and the cases involved gathering and analyzing documents and data not only from Defendants but also from the Class Members. The handling of this matter involved a great amount of effort, and required the exercise of high-level of skill, which Class Counsel has as a result of extensive experience in employment class actions and wage-and-hour litigation. Class Counsel has been actively involved in the prosecution of this matter, prior to its commencement and Class Counsel's work has continued all the way up to the present. Class Counsel's dedication to the representation of the Class Members has precluded other employment.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of its efforts and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel is entitled to a risk multiplier. The results obtained by way of Class Counsel's efforts are significant here. Class Counsel was successful in achieving substantial results in the form of a settlement of \$1,400,000.00. Also, Class Counsel's efforts throughout the matter demonstrate dedication to the interests of the Class Members.

Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the matter is well within the range of reasonableness. While handling this matter, Class Counsel devoted the hours in legal time summarized above and detailed in the Task and Time Chart, which is attached as EXHIBIT A to the Declaration of Edwin Aiwarzian.⁸³ As the chart indicates, Class Counsel has worked 581.75 hours in the pursuit of this matter. The Attorney Task and Time chart presents the entire picture. Applying a reasonable rate of \$700 per hour to 581.75 hours of work performed by Lawyers for Justice, PC would place a base lodestar value of \$407,225.00 on Class Counsel's services, and applying a modest multiplier of

⁸³ Aiwarzian Decl., Exh. B.

1.21, the total enhanced lodestar fees are \$492,742.25.⁸⁴ Class Counsel seeks an attorneys' fee award of \$490,000.00 (equal to 35% of the Maximum Settlement Amount based on the Settlement Agreement). Far greater multipliers have been awarded in similar cases, and the total amount of fees sought by Class Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance lodestar amounts based on multipliers that "range from **2 to 4 or even higher.**" *Wershba, supra*, 91 Cal.App.4th at 255 (emphasis added); *see also, e.g., Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving **multiplier of 2.5**); *Vizcaino*, 290 F.3d at 1051 (approving **multiplier of 3.65**); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving **multiplier of 3.5**); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

Therefore, application of a modest multiplier of 1.21 is warranted, and the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final approval of, and award, attorneys' fees in the amount of \$490,000.00 to Class Counsel.

VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for reimbursement of litigation costs and expenses of up to \$30,000.00. As set forth in the Declaration of Edwin Aiwazian, Class Counsel has incurred a total of \$10,964.10 in litigation costs and expenses.⁸⁵ This amount was reasonable and necessary in the prosecution of the cases and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.⁸⁶ The cost savings of \$19,035.90 will be part of the Net Settlement Amount, which will be distributed to the Claimants in accordance with the Settlement.⁸⁷ Accordingly, Plaintiff requests that the Court award litigation costs and expenses in the amount of \$10,964.10 to Class Counsel.

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⁸⁴ Aiwazian Decl., ¶ 11; *see n.3, supra*.

⁸⁵ *Id.*, ¶ 19.

⁸⁶ *Ibid.*

⁸⁷ *Ibid.*

VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE AND SHOULD BE APPROVED.

As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$6,500.00.⁸⁸ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, and mailing the Class Notice to the Class Members; performing skip-trace searches on Class Notices returned as undeliverable; re-mailing the Class Notices to any updated addresses located by skip-trace search; receiving, reviewing, and processing Requests for Exclusion, Objections, and Workweeks disputes (if any); handling inquiries from Class Members regarding the Settlement; calculating Individual Settlement Shares and preparing the associated tax forms; and transmitting payments, among other things.⁸⁹

Accordingly, the Court should grant final approval of payment to Simpluris, a necessary third-party for handling of the notice and settlement process, in the amount of \$6,500.00.

IX. THE REQUESTED ENHANCEMENT AWARD IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for an Enhancement Award in the amount of \$7,500.00 to Plaintiff Librado Sarceno to compensate Plaintiff for the time and effort that he expended on behalf of the Settlement Class. The requested Enhancement Award is both common and reasonable and should be awarded.

In determining whether to make service payments, courts consider the following factors: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representatives; (3) the amount of time and efforts spent by the class representatives; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative).

⁸⁸ Simpluris Decl., ¶ 17.

⁸⁹ *Id.*, ¶ 3.

The requested Enhancement Award is fair and appropriate because Plaintiff spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations.⁹⁰ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain, and gave, information that would benefit the Settlement Class.⁹¹ Plaintiff spent numerous hours speaking with Class Counsel about his claims, describing his work experiences with Defendants, and gathering and reviewing documents.⁹² These services merit the requested Enhancement Award to Plaintiff, who has not received any compensation for his efforts on behalf of the Class Members to date.⁹³

The requested Enhancement Award was fully disclosed in the Class Notice that was mailed to the Class Members. No objections were made with regards to the requested Enhancement Award. Accordingly, it is appropriate and just for Plaintiff Librado Sarceno to receive \$7,500.00 as a reasonable Enhancement Award, in addition to his Individual Settlement Payments, for his services on behalf of the Settlement Class.

X. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant final approval of the Settlement, and award Attorneys' Fees and Costs, Enhancement Award, Settlement Administration Costs, and allocation for the PAGA Payment, in their entirety, as sought herein; and permit the filing of a memorandum that exceeds the page limit.

Dated: April 20, 2021

LAWYERS for JUSTICE, PC

By:



Edwin Aiwanian

Attorneys for Plaintiff and the Settlement Class

⁹⁰ Aiwanian Decl., ¶ 20; Declaration of Librado Sarceno ("Sarceno Decl."), ¶¶ 3-5.

⁹¹ Aiwanian Decl., ¶ 20; Sarceno Decl., ¶¶ 3-5.

⁹² Aiwanian Decl., ¶ 20; Sarceno Decl., ¶¶ 2-6.

⁹³ Sarceno Decl., ¶ 8.