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Attorneys for Plaintiffs ADRIANA HUERTA and
MARIA SANCHEZ on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ADRIANA HUERTA and MARIA SANCHEZ
on behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

PRO-TECH DESIGN & MANUFACTURING,
INC. a California corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. 19STCV36380
Assigned For All Purposes To:
Judge: Lawrence P. Riff
Dept.: 7

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT; [PROPOSED] ORDER**

[Declarations of James Hawkins, Antonia
McKee, Mary Butler, and Estephany Avalos
Concurrently Filed Herewith]

[Declarations of James Hawkins, Phillip Song,
Adriana Huerta and Maria Sanchez Filed ISO
Plaintiffs' Motion for Preliminary Approval]]

Date: March 12, 2024
Time: 10:00 a.m.
Dept.: 7

PLEASE TAKE NOTICE THAT on March 12, 2024 at 10:00 a.m. in Department 7 of the
above-entitled court located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiffs
Adriana Huerta, Maria Sanchez and Estephany Avalos ("Plaintiffs") will and hereby do move the

1 Court for an Order: (1) granting final approval of the Class Action and PAGA Settlement
2 Agreement (hereinafter “Settlement Agreement”); (2) approving the “Gross Settlement Amount”
3 or “GSA”, of Nine Hundred Twenty Eight Thousand Nine Hundred Eighteen Dollars and Thirty
4 Three Cents \$928,918.33; (3) approving all Individual Class Payments and Individual PAGA
5 Payments; (4) allocating a Plaintiffs’ Class Representative Service Award of Seven Thousand Five
6 Hundred Dollars (\$7,500) to each of the three Plaintiffs Adriana Huerta, Maria Sanchez and
7 Estephany Avalos; (5) One Hundred Thousand Dollars (\$100,000) in PAGA penalties; (6) costs of
8 administering the Settlement to the Settlement Administrator, Simpluris, Inc., in the amount of Eight
9 thousand Nine Hundred Seventy-Seven Dollars (\$8,977); (7) a Class Counsel Fees Payment to Class
10 Counsel, James Hawkins, APLC, and Lavi & Ebrahimian in the amount of Three Hundred Nine
11 Thousand Six Hundred Thirty Six Dollars and Thirty Four Cents (\$309,636.34) and; (8) a Class
12 Counsel Litigation Expenses Payment in the amount of Twenty Five Thousand Dollars (\$25,000).

13 This Motion is made pursuant to California Rules of Court Rule 3.769, which requires court
14 approval of the settlement of a putative class action. Further, this Motion will be based on the
15 following: the Memorandum of Points and Authorities set forth herein; the Settlement Agreement
16 attached to the Declaration of James R. Hawkins as Exhibit 1; the Declarations of James R. Hawkins,
17 Antonia McKee, Mary Butler, and Plaintiff Estephany Avalos concurrently filed herewith in
18 support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement; the
19 Declarations of Phillip Song and Plaintiffs Adriana Huerta and Maria Sanchez filed concurrently with
20 Plaintiffs’ Motion for Preliminary Approval, and any supplements thereto and such evidence or oral
21 argument as may be presented at the hearing, and on the complete records and file herein.

22
23 **DATED: February 16, 2024**

JAMES HAWKINS APLC

24
25 By: 
26 James R. Hawkins
27 Isandra Fernandez
28 Lance Dacre
Kacey E. Cook
Attorneys for Plaintiffs

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs Adriana Huerta, Maria Sanchez and Estephany Avalos (“Plaintiffs” or “Class
4 Representatives”), on behalf of themselves and the putative class (“Class” or “Class Members”),
5 seek final approval of the Class Action and PAGA Settlement Agreement (“Settlement” or
6 “Settlement Agreement”) reached with Defendant, Pro Tech Design & Manufacturing, Inc.
7 (“Defendant” or “Pro Tech” hereinafter with Plaintiffs collectively the “Parties”).

8 On August 9, 2023, this Court preliminarily approved the settlement amount of Nine
9 Hundred Twenty Eight Thousand Nine Hundred Eighteen Dollars and Thirty Three Cents
10 (\$928,918.33) as being fair, adequate, and reasonable. Further, this Court preliminarily appointed
11 Plaintiffs’ counsel, James Hawkins, Isandra Fernandez, and Lance Dacre of James Hawkins
12 APLC and Joseph Lavi of Lavi & Ebrahimian as Class Counsel, the named Plaintiffs Adriana
13 Huerta, Maria Sanchez and Estephany Avalos as Class Representatives, and preliminarily
14 certified the Settlement Class (“Class Members”) which means a member of the Class, as either a
15 Participating Class Member or Non-Participating Class Member (including a Non-Participating
16 Class Member who qualifies as an Aggrieved Employee) from October 10, 2015 to September
17 12, 2022 (the “Class Period”) (Settlement Agreement, p.1-2 ¶ 1.9, 1.12.) The Court also
18 preliminarily approved Simpluris, Inc. (“Simpluris”) as the Settlement Administrator.

19 On October 26, 2023, the Parties notified the Class Members about the settlement through
20 the Settlement Administrator, Simpluris, Inc., (Declaration of Mary Butler (“Butler Decl.”) ¶ 8).
21 On December 8, 2023, Simpluris was notified by Defense Counsel that four (4) Class Members
22 had inadvertently been omitted from the Mailing List. (Butler Decl. ¶ 10.) Simpluris emailed and
23 mailed Notice Packets to these Class Members on December 15, 2023 (*Id.*) The deadline for
24 Class Members to submit a Request for Exclusion from the Class Settlement, Object to the Class
25 Settlement, or Workweeks Dispute is December 11, 2023. For the additional four (4) Class
26 members, the deadline was January 29, 2024. (Butler Decl. ¶ 11.) The benefits conferred to the
27 Settlement Class, as a result of this Settlement, are extremely favorable. Specifically, as
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1 previously set forth in Plaintiffs’ Motion for Preliminary Approval (“Preliminary Approval
2 Motion”), this is a cash settlement with no reversionary aspect. Every Class Member who has not
3 opted out of the Settlement will automatically be mailed an individual settlement payment. There
4 is no claims filing process, and Class Members do not have to file a claim to be mailed a
5 payment. Moreover, out of the 271 Class Members there are zero (0) requests for exclusion, zero
6 (0) disputes, and zero (0) objections to the settlement. (Butler Decl. ¶¶ 12-14).

7 The average estimated Individual Settlement Payment is \$1,701.49, the highest estimated
8 Individual Settlement Payment is \$4,813.96, and the lowest estimated Individual Settlement
9 Payment is \$13.30. (Butler Decl. ¶ 14).

10 In sum, the proposed Settlement, which is the product of diligent advocacy and arms-
11 length negotiations by Class Counsel, provides significant benefits to the Class and has been well
12 received as a favorable outcome. The Settlement of this action is fair, reasonable, and adequate,
13 and in the best interest of the Class. Accordingly, final approval of the Settlement should be
14 granted.

15 **II. LITIGATION AND SETTLEMENT**

16 **A. Pleadings**

17 On October 11, 2019, Plaintiff Adriana Huerta initiated this action in the Superior Court
18 for the County of Los Angeles on behalf of herself and all others similarly situated, styled *Huerta*
19 *et al. v. Pro Tech Design & Manufacturing*, Case No. 19STCV36380. The Complaint asserts
20 causes of action for; (1) failure to pay lawful wages including overtime wages; (2) failure to
21 provide lawful meal periods or compensation in lieu thereof; (3) failure to provide lawful rest
22 periods or compensation in lieu thereof; (4) failure to pay timely wages; (5) knowing and
23 intentional failure to comply with itemized employee wage statement provisions and; (6)
24 violations of the unfair competition law (Bus. & Prof. Code § 17200 *et seq.*) (the “Huerta
25 Action”) (See Declaration of James R. Hawkins “Hawkins Decl.” ¶ 2.)

26 On February 3, 2020, Adriana Huerta and Maria Sanchez filed a First Amended
27 Complaint, adding Maria Sanchez as a named Plaintiff. On that same date, Maria Sanchez
28 provided notice to the Labor and Workforce Development Agency (“LWDA”) of Plaintiffs’

1 intent to pursue Defendant for all civil penalties arising from Defendant’s alleged failure to, inter
2 alia, pay all wages earned including failure to provide proper rest periods and meal breaks, failure
3 to provide accurate wage statements to Plaintiffs and other similarly situated aggrieved
4 employees (Hawkins Decl. ¶ 3). On March 18, 2022, Plaintiffs Adriana Huerta and Maria
5 Sanchez filed a Second Amended Complaint, adding a cause of action for violations of the
6 Private Attorney General Act (Labor Code § 2699 *et seq.*) (“PAGA”). (Hawkins Decl., ¶ 4). The
7 Second Amended Complaint is the operative complaint in this matter (*Id.*)

8 On September 7, 2021, Estephany Avalos initiated her wage and hour class action in the
9 Superior Court for the County of Los Angeles entitled *Avalos v. Pro Tech Design &*
10 *Manufacturing* Case No. 21STCV32967 (“Avalos Class Action”). On November 12, 2021,
11 Estephany Avalos initiated a separate action under PAGA, *Avalos v. Pro Tech Design &*
12 *Manufacturing* Case No. 21STCV41807 (“Huerta Class and PAGA Action”, “Avalos Class
13 Action” and “Avalos PAGA Action” collectively hereinafter the “Action(s)”).

14 **B. Discovery and Mediation**

15 Through formal and informal discovery, Plaintiffs and Pro Tech have exchanged
16 extensive documents and information related to the claims asserted (Hawkins Decl. ¶ 7.)
17 Defendant has produced thousands of pages of information, including timecard records and wage
18 reports of putative Class Members (*Id.*) Defendant also provided Plaintiffs with class data and
19 random samples of time records, wage statements, information regarding the number of non-
20 exempt employees during the relevant time period. (Hawkins Decl. ¶ 8.)

21 After conducting formal and informal discovery, exchanging relevant information and
22 engaging in numerous discussions regarding the claims alleged, on February 23, 2022, the
23 Plaintiffs in the Huerta Action and Defendant participated in a private mediation with Hon.
24 Ronald Sabraw (Ret.), an experienced wage and hour class action mediator. (Hawkins Decl. ¶ 9.)
25 During the course of the mediation, the Parties exchanged further information and documentation
26 concerning Plaintiffs’ claims and Pro-Tech’s defenses thereto, and aggressively advocated for
27 their respective positions; however, they did not reach a settlement (*Id.*)

1 After the mediation, the parties continued in settlement negotiations, with the assistance
2 of the mediator. (Hawkins Decl. ¶ 10.) On June 13, 2022, a second mediation took place which
3 also did not result in a settlement its conclusion (*Id.*) However, the parties continued to engage in
4 settlement discussions with the assistance of the mediator and, after several months, reached a
5 settlement in principle of this Action (*Id.*)

6 Thereafter, the Parties exchanged multiple drafts of the proposed settlement agreement
7 and class notice documents and engaged in communications regarding the settlement terms
8 (Hawkins Decl. ¶ 11.) The final terms and provisions of the settlement agreement were approved
9 and executed by all the parties on or about February 7, 2023. (Hawkins Decl. ¶ 12; **Exhibit 1-**
10 **Settlement Agreement.**)

11 **C. The Preliminarily Approved Settlement**

12 On April 14, 2023, Plaintiffs filed the Motion for Preliminary Approval of Class Action
13 and PAGA Settlement (“Preliminary Approval Motion”) and on July 14, 2023, filed a
14 Supplement to the Preliminary Approval Motion. On August 9, 2023, the Court entered the Order
15 granting preliminary approval and preliminarily appointed Class Counsel (James R. Hawkins,
16 Isandra Fernandez and Lance Dacre of James Hawkins APLC and Joseph Lavi of Lavi &
17 Ebrahimian), the Class Representatives (Adriana Huerta, Maria Sanchez and Estephany Avalos),
18 and the Settlement Administrator (Simpluris, Inc.). The Court also approved the proposed Court
19 Approved Notice of Class Action Settlement. Now that administration has been completed,
20 subject to the Court’s final approval, the fees and expenses will be paid from the Gross Settlement
21 Amount (GSA) of \$928,918.33 as follows:

22 1. Subject to Court approval, Counsel shall be paid a Class Counsel Fees Payment of
23 \$309,636.34 and a Class Counsel Litigation Expenses Payment of \$25,000. (Settlement
24 Agreement, p. 5, ¶ 3.2.2.).

25 2. Subject to Court approval, all three of the Class Representatives shall be paid Class
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1 Representative Service Payments of \$7,500 each (in addition to any Individual Class Payment
2 and any Individual PAGA Payment the Class Representatives are entitled to receive as a
3 Participating Class Member) (Settlement Agreement, p. 5, ¶ 3.2.1).

4 3. Subject to Court approval, the Administrator's Expenses Payment shall be deducted from
5 The GSA in the amount of \$8,977.00 (Butler Decl. ¶ 20) and were estimated at \$10,000
6 (Settlement Agreement, p.5 ¶ 3.2.3). To the extent the Administration Expenses are less, or the
7 Court approves payment less than \$10,000 the Administrator will retain the remainder of the
8 Administrator's Expenses Payment in the Net Settlement Amount (*Id.*)

9 4. Subject to Court approval, the total amount of PAGA civil penalties to be paid from the
10 Gross Settlement Amount is \$100,000, of which 25% (\$25,000.00) will be allocated to the
11 Aggrieved Employees and 75% (\$75,000.00) to LWDA (the "LWDA PAGA Payment") in
12 settlement of PAGA claims. (Settlement Agreement, p.3, ¶ 1.34; p. 6, ¶ 3.2.5).

13 5. The Net Settlement Amount ("NSA") means the Gross Settlement Amount, less the
14 following payments in the amounts approved by the Court: Individual PAGA Payments, the
15 LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment,
16 Class Counsel Litigation Expenses Payment, and the Settlement Administration Expenses
17 Payment. The remainder is to be paid to Participating Class Members as Individual Class
18 Payments (Settlement Agreement, p. 3, ¶ 1.28).

19 6. Each Participating Class Member shall have 33% of their Individual Class Payment
20 allocated to settlement of their wage claims (the "Wage Portion"), which is subject to IRS W-2
21 reporting and taxes/withholdings (Settlement Agreement, p. 5 ¶ 3.2.4.1. The remaining 67% of
22 each Participating Class Member's Individual Class Payment shall be allocated to interest and
23 penalties (the "Non-Wage Portion") and subject to IRS Form 1099 (Settlement Agreement, p. 5-
24 6, ¶ 3.2.4.1.)

25 7. The employer's share of payroll taxes will be paid separately by Defendant (Settlement
26 Agreement p. 6, ¶ 4.3.)

27 8. This settlement is non-reversionary and has no reversion to Pro Tech, meaning any
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1 Individual PAGA Payment or Individual Settlement Payment check funds that are uncashed after
2 the void date, will be transmitted the to the California Controller's Unclaimed Property Fund by
3 the Administrator, leaving no "unpaid residue" in compliance with California Code of Civil
4 Procedure Section 384, subd. (b) (Settlement Agreement, p. 7, ¶ 4.4.3).

5 **D. Dissemination of Notice Packet**

6 On September 18, 2023, Defendant's Counsel provided Simpluris a Class List containing .
7 data for two hundred sixty-seven (267) individuals (Identification numbers, full names, last
8 known mailing addresses, Social Security Numbers, email addresses, and such other information
9 as was necessary for Simpluris to calculate Workweeks during the Class Period and PAGA
10 Period with Defendant during the Class Period. (Butler Decl. ¶ 6). The mailing addresses
11 contained in the Class List were processed and updated utilizing the National Change of Address
12 Database ("NCOA"). On October 26, 2023, the Class Notice was mailed to two hundred sixty-
13 seven (267) Class Members, of which one hundred seventy-eight (178) were Aggrieved
14 Employees. (Butler Decl. ¶¶ 7, 8). A total of sixteen (16) Class Notices were returned to
15 Simpluris. as undeliverable and without a forwarding address. Simpluris performed an advanced
16 address search (i.e. skip trace) through which Simpluris was able to locate thirteen (13) updated
17 addresses and Simpluris promptly mailed a Class Notice to those updated addresses. Ultimately,
18 there are three (3) Class Notices that remain undeliverable. (Butler Decl. ¶ 9).

19 **E. The Settlement Provides Reasonable Compensation to the Class Members**

20 Even without the presumption of fairness and reasonableness, the Settlement is clearly
21 well within the range of reasonableness. All Settlement Class Members will be paid their portion
22 of the Net Settlement Fund. Subject to Court approval, the Net Settlement Fund amount available
23 to pay the Settlement Class is approximately \$462,804.99 (Butler Decl. ¶ 16).

24 As of this date, two hundred seventy-one (271) Class Members are to be paid Individual
25 Settlement Payments out of the Net Settlement Fund, (Butler Decl. ¶ 15). The *average* estimated
26 Individual Settlement Payment to Class Members is \$1,701.49, the *highest* estimated Individual
27 Settlement Payment is \$4,813.96, and the *lowest* estimated Individual Settlement Payment is
28 \$13.30. (Butler Decl. ¶ 17). Also as of this date, one hundred eighty-one (181) of the Class

1 Members are also Aggrieved Employees. These Aggrieved Employees will be issued Individual
2 PAGA Payments in addition to the Individual Settlement Payments they are to receive as Class
3 Members. (Butler Decl. ¶¶ 15, 18). The Individual PAGA Payments are each Aggrieved
4 Employees' pro-rata share of the Employee PAGA Amount (\$25,000.00), and paid from the
5 Gross Settlement Amount, instead of the Net Settlement Fund (*Id.*). The *average* estimated
6 Individual PAGA Payment is \$138.12, the *highest* estimated Individual PAGA Payment is
7 \$253.43, and the *lowest* estimated Individual PAGA Payment is \$1.34 (Butler Decl. ¶ 19).

8 The predominant claims in this action arise from alleged violations of California law with
9 respect to hours worked, meal breaks and breaks. Specifically, the claim for failure to pay wages
10 for all hours worked is based on allegations that Plaintiffs and Class Members were required to
11 clock in prior to the start of shift and complete work for which they were not paid. Plaintiffs
12 further allege that Defendant unlawfully rounded time clock punches to the detriment of
13 employees, who were not compensated for this "off the clock" work and thus not paid all lawful
14 wages owed including overtime and/or minimum wage. (Hawkins Decl. ¶ 13)

15 Defendant adamantly disputes Plaintiffs' claim, and asserts that: (i) its time clock
16 rounding policy is fair and neutral and thus lawful under California law (ii); that employees were
17 not required to work "off the clock" and; (iii) Plaintiffs have no evidence of any "off the clock"
18 work (Hawkins Decl. ¶ 14) Defendant further contends that this claim would be difficult to
19 certify given the predominance of individualized inquiries that would be necessary to obtain
20 certification (*Id.*)

21 The meal period violation claim is based primarily on allegations that Pro Tech failed to
22 provide an uninterrupted thirty (30) minute meal break by the end of the fifth hour and failed to
23 pay putative Class Members, one hour of pay at their regular rate of compensation for each
24 workday that a meal period was not lawfully provided. Specifically, due requirements,
25 Defendant's policies and practices, Plaintiffs allege that they and Class Members routinely
26 worked in excess of five hours without being provided a compliant thirty-minute meal break.
27 (Hawkins Decl. ¶ 15) Similarly, with respect to the rest break claim, Plaintiffs allege that,
28 Defendant used a bell system to signal the start and end of the ten minute rest periods, and due to

1 the time it took to walk to the break room and back, (especially for the employees who were
2 required to doff the gear prior to leaving on the rest break), Plaintiffs and Class Members were
3 not provided a net 10 minute rest break and were not compensated one (1) hour of pay at their
4 regular rate of compensation for each workday that a lawful rest period was not provided
5 (Hawkins Decl., ¶ 16.) Defendant disputes Plaintiffs' meal and rest break claims and contends
6 that: (i) Class Members were allowed to take 30-minute meal breaks (ii) were allowed ten-minute
7 rest periods and; (iii) regularly took lawful meal and rest breaks. Defendant also contends that the
8 bell system did not preclude non-exempt employees from taking compliant meal or rest breaks
9 (Hawkins Decl. ¶ 17). Defendant also disputes the propriety of certification in this case and
10 contend that its policies and practices concerning the claims asserted in this lawsuit are compliant
11 with California law. Defendant have also denied and continue to deny that the lawsuit is
12 appropriate for class treatment for any purpose other than for settlement (*Id.*).

13 As thoroughly discussed in Plaintiffs' motion for preliminary approval, Plaintiffs' counsel
14 estimated the maximum potential liability between \$565,185.6 and \$1,368,952 that may be owed
15 to the putative class, assuming Plaintiffs and the Class were able to obtain an order certifying the
16 class and were also able to fully prove all their claims. Similarly, Plaintiff estimated a maximum
17 potential liability of \$913,200 for the PAGA claim that may be owed to the Aggrieved Employees
18 (Hawkins Decl. ¶ 18).

19 Through their counsel, Plaintiffs took into consideration the significant risk that class
20 certification could be denied on the central claims, or that a merits decision on the central claims
21 would not favor the Class (Hawkins Decl. ¶ 20). Plaintiffs considered the expense and length
22 continued proceedings necessary to continue the Action against Defendant through trial and any
23 possible appeals along with Defendant's financial position (*Id.*). Thus, the settlement for
24 Settlement Class members is fair, reasonable, and adequate, given the inherent risk of litigation,
25 the risk relative to class certification and the costs of pursuing such litigation (*Id.*)
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1 1. **The Settlement Resulted From Non-Collusive, Arms-Length Negotiations**

2 There certainly is no collusion between the Parties. The involvement of a neutral third-
3 party mediator is a factor that favors approval and evidences the presumptive fairness of the arms-
4 length negotiations. Indeed, courts should give considerable weight to the competency and
5 integrity of counsel and the involvement of a neutral mediator in assuring themselves that a
6 settlement agreement represents an arms-length transaction entered without self-dealing or other
7 potential misconduct *Kullar v. Foot Locker, supra*, 168 Cal. App. 4th at 129. Here, the Parties
8 engaged in two mediation sessions with a knowledgeable wage and hour mediator Hon. Ronald
9 Sabraw (Ret.) (Hawkins Decl. ¶¶ 9,10.)

10 2. **The Settlement is Supported by Substantial Investigative and Discovery**
11 **Efforts**

12 As discussed in the preliminary approval papers, supporting declaration and herein, Class
13 Counsel analyzed a significant amount of information that Defendant produced in response to
14 formal and informal discovery requests and requests in preparation for mediation (Hawkins Decl.
15 ¶¶ 7-9). The Parties have conducted significant investigation of the facts and law during the
16 prosecution of the Action. Class Counsel's research enabled them to pinpoint the relevant issues
17 and claims and to assess potential liability and damages. These efforts resulted in the parties
18 having a clear view of the strengths and weaknesses of their respective cases and achieving a
19 resolution on favorable terms, as was evidenced during mediation and negotiations leading to
20 Settlement (Hawkins Decl. ¶¶ 7-10)

21 3. **Class Counsel is Experienced in Similar Litigation**

22 The endorsement of qualified and well-informed counsel of the settlement as fair is
23 entitled to significant weight. *See Dunk, supra*, 48 Cal.App.4th at 1802. As discussed in the
24 preliminary approval papers and set forth in the declarations of Class Counsel, Class Counsel
25 have represented, mediated, and settled other employee class actions in wage and hour litigation
26 and have knowledge of the strengths and weaknesses of the claims against Defendant and the
27 benefits of the proposed settlement under the circumstances of the case. (Hawkins Decl. ¶¶ 21-27;
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McKee Decl. ¶¶ 16, 17). Class Counsel contends that the Settlement is fair, adequate, reasonable, and in the best interests of the Class as a whole.

4. **Class Members' Positive Reaction to the Settlement Favors Final Approval**

Finally, courts look at the reaction of class members to determine if a settlement that directly affects their interests should be approved as fair, adequate, and reasonable. As noted above, out of 271 Class Members presumed to have received the Class Notice, there were no objections and no disputes to the Settlement (Butler Decl. ¶¶ 12- 14.)

A court may appropriately infer that a class action settlement is fair, adequate, and reasonable even when class members object to it. Indeed, a court may approve a class action settlement as fair, adequate, and reasonable even over the objections of a significant percentage of class members. *See Boyd v. Betchel Corp.* (D.C. Cal 1976) 485 F. Supp. 610, 624. *Reed v. General Motors* (5th Cir. 1983) 703 F.2d 170, 174; *In re Wash. Pub. Power Supply System Sec. Litig.* (D. Ariz. 1989) 720 F. Supp. 1379, 1394. In our case, there were no objections to the Settlement and no disputes. The Court should construe this as a further indication of Class Members' support for the Settlement as fair, adequate, and reasonable.

IV. CLASS REPRESENTATIVES SERVICE PAYMENT IS REASONABLE

The settlement provides for a Class Representative Service Payment to be paid to the Class Representatives. The purpose is to provide an additional incentive payment, taking into consideration the risks, time and effort in coming forward to fulfill all the duties associated with being a Class Representative. Awarding incentive awards to compensate named Plaintiffs in class actions has been specifically recognized. *See, e.g., Clark v. American Residential Services, LLC*, (2009) 175 Cal App 4th 785, 804 (incentive awards to named Plaintiffs appropriate for participation in class action); *Bell v Farmers Ins. Exchange*, (2004) 115 Cal App 4th 715, 726 (upholding "service payments" to named Plaintiffs for their efforts in bringing class case).

As stated by the Court of Appeal in the *Cellphone Termination Fee Cases*: incentive awards are "intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to

1 recognize their willingness to act as a private attorney general." *Cellphone Termination Fee*
2 *Cases*, (2010) 186 Cal. App. 4th 1380, 1394 (approving an incentive award of \$10,000).

3 The Class Representative Service Payment is intended to compensate named Plaintiffs
4 Adriana Huerta, Maria Sanchez and Estephany Avalos as the Class Representatives for their
5 willingness to accept the responsibility of representing the interests of all Class Members. The
6 purpose is to provide an incentive payment, taking into consideration the risks, time, and effort
7 expended by their coming forward to provide invaluable information and to litigate this matter on
8 behalf of all Class Members. (Hawkins Decl. ¶ 19.) The Class Representative Service Payment is
9 also in consideration for executing a general release of all their claims against Defendant
10 (Hawkins Decl. ¶ 19; Declarations of Adriana Huerta, Maria Sanchez and Estephany Avalos).

11 Plaintiffs also risked potential judgment against them if this case had been unsuccessful.
12 In class action losses, class representatives are deemed the losing party that is liable for the
13 prevailing party's costs *Earley v. Superior Court*, (2000) 79 Cal. App. 4th 1420, 1433-1434.
14 Finally, Plaintiffs also risked this lawsuit having a negative impact on future employment
15 opportunities, as prospective employers may be less inclined to hire an employee who has served
16 as a class representative (Hawkins Decl. ¶ 19.) *See, e.g. Staton v. Boeing*, 327 F.3d 938, 977 (9th
17 Cir. 2003). As such, Plaintiffs respectfully request that this Court approve the Class
18 Representative Service Payments in the amount of \$7,500 to each of the three Plaintiffs

19 **V. CLASS COUNSEL'S REQUEST FOR FEES IS REASONABLE**

20 Subject to court approval, this settlement amount of \$928,918.33 includes Class Counsel
21 Fees Payment of \$309,636.34. Plaintiffs and class members are entitled to recover their
22 attorneys' fees and costs. (Labor Code §2802; Code Civ. Proc. §1021.5(a); *Earley v. Super. Ct.*,
23 (2000) 79 Cal.App.4th 1420. A fee award is justified when class benefits are obtained via
24 settlement. *Maria P. v. Riles*, (1987) 43 Cal.3d 1281, 1290-91; *Westside Cty. for Indep. Living*,
25 *Inc. v. Obledo*, (1983) 33 Cal.3d 348, 352-53.

26 Fee awards may be based on (1) the percentage-of-the-benefit method; or (2) the lodestar
27 plus multiplier method. *See Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254;

1 *Lealao v. Beneficial California, Inc.*, (2000) 82 Cal.App.4th 19, 27. Both methods are proper in
2 California, with courts often only using a lodestar-multiplier method as a check against the
3 reasonableness of a percentage fee award. (See, e.g., *Serrano v. Priest (Serano III)*, (1977) 20
4 Cal.3d 25, 48-49 fn. 23; *People ex rel. Dept. of Transportation v. Yuki*, 31 (1995) Cal. App. 4th
5 1754, 1769-1772; *Salton Bay Marina, Inc. v. Imperial Irrigation Dist.*, (1985)172 Cal. App. 3d
6 914, 954.)

7 **A. Class Counsels' Requested Fees Are Reasonable Under the**
8 **Lodestar/Multiplier Method**

9 When fees are allocated by percentage method, courts have discretion to “cross-check” the
10 fees awarded through the lodestar method. However, the Supreme Court in *Laffitte v. Robert Half*
11 *Internat. Inc.*, 1 Cal. 5th at 505, “emphasize[d] [that] the lodestar calculation, when used in this
12 manner, does not override the trial court’s primary determination of the fee as a percentage of the
13 common fund and thus does not impose an absolute maximum or minimum on the potential fee
14 award.” Thus, a lodestar cross-check is aimed at astronomical multipliers, such as the
15 staggeringly high 45 multiplier requested by counsel in *Cendant*.

16 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4
17 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001). In
18 determining the outcome of a fee award in a class action matter, one of the main benchmarks to
19 consider is the result for the class. The Supreme Court has said that in an award of attorney’s fees
20 the “most critical factor is the degree of success obtained.” *Hensley v. Eckerhart*, 461 U.S. 424,
21 436 (1983). The “benefit obtained for the class” is considered the “foremost” consideration in
22 determining the appropriate fee in a common fund case. *In Re Bluetooth*, 654 F.3d at 942.

23 The lodestar-multiplier method begins with a calculation of time spent and reasonable
24 hourly compensation of each attorney and paralegal who worked on the case. Then to compensate
25 counsel for risk, quality, and result, courts commonly apply a "multiplier" to the lodestar in
26 awarding attorneys' fees. California courts often increase the base lodestar with a multiplier after
27 considering: (1) the continuing obligation of Plaintiffs ‘ counsel to devote time and effort to the
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1 litigation; (2) the extent to which the litigation precluded other employment by the attorneys; (3)
2 the contingent nature of the fee agreement, both from the point of view of eventual success on the
3 merits and securing an award; (4) the experience, reputation, and ability of the attorneys who
4 performed the services, and the skill they displayed in litigation; (5) the amount involved and the
5 results obtained on behalf of the class by Plaintiffs' s counsel; and (6) the reaction of the class
6 members. *See, e.g. Serrano, supra*, 20 Cal. 3d at 49; *Dunk v. Ford Motor Co., supra*, 48 Cal.
7 App. 4th at 1810 n.21. However, no rigid formula applies, and each factor should be considered
8 only "where appropriate." *See Dept. of Transp. v. Yuki*, (1995) 31 Cal. App. 4th 1754, 1771; *See*
9 also *Serrano, supra*, 20 Cal.3d at 49.

10 1. **Time and Effort**

11 Class Counsel, who are experienced wage and hour class action attorneys, have put a
12 significant number of hours in this case. Class Counsel had to conduct substantial investigation,
13 research numerous issues, review and analyze policies, independently analyze time records, and
14 wage statements, as well as dedicate substantial time to analyze data, time records and payroll
15 records and discuss with class members (Hawkins Decl. ¶¶ 7-9, 21-29; McKee Decl. ¶ 18) Those
16 efforts, along with negotiating settlement, attempting to obtain preliminary approval, preparing
17 and filing the final approval papers, required a significant amount of time and labor (*Id.*)

18 Since on or about October 2, 2019, prior to the inception of the filing of this lawsuit, the
19 total amount of attorney time estimated to have been expended thus far, and estimated to be
20 expended in finalizing this matter is 369.25 hours and Class Counsel's total lodestar is
21 \$306,168.75, with an approximate multiplier of 1.01. (Hawkins Decl. ¶¶ 27, 28 [showing a
22 lodestar of \$265,400 for James Hawkins APLC]; McKee Decl., ¶¶ 19, 24 [showing a lodestar of
23 \$40,768.75 for Lavi & Ebrahimian, LLP].) Similar multipliers have been found to be reasonable
24 (*Moreno v. Pretium Packaging, L.L.C.* (C.D. Cal. Aug. 6, 2021) No. 8:19-cv-02500-SB, 2021
25 [finding a multiplier of 2.57 reasonable "in light of the contingent nature of recovery, the
26 complexity of the issues, and the result obtained"].) Here, the tasks and work performed by Class
27 Counsel were reasonable and necessary to the prosecution of this case and justified, particularly
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1 in light of the result achieved (McKee Decl., ¶ 23). Accordingly, Class Counsel's requested
2 multiplier of 1.01, and fee request of \$309,636.34 is reasonable, fair, and should be awarded.

3 2. **Extent Litigation Precluded Other Employment**

4 Inherent to class action litigation is the amount of time and labor required to properly
5 adjudicate the case. From start to settlement, judgment or verdict, class action litigation
6 commands commitment, an extensive amount of time, labor and resources to successfully litigate.
7 Although this litigation did not conclusively preclude other employment it did impact Class
8 Counsels' ability to take on other class action cases. Class Counsel work at boutique law firms
9 with few attorneys and staff (Hawkins Decl. ¶ 31.)

10 3. **Contingent Nature of the Agreement**

11 In *Ketchum v. Moses* (2001) 24 Cal. 4th 1122, 1132, the court noted, the economic
12 rationale for contingency cases has been explained as follows: "A contingent fee must be higher
13 than a fee for the same legal services paid as they are performed. As discussed further below, the
14 contingent fee compensates the lawyer not only for the legal services he renders but also for the
15 loan of those services. The implicit interest rate on such a loan is higher because the risk of
16 default (the loss of the case, which cancels the debt of the client to the lawyer) is much higher
17 than that of conventional loans." (Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534,
18 567.) "A lawyer who both bears the risk of not being paid and provides legal services is not
19 receiving the fair market value of his work if he is paid only for the second of these functions. If
20 he is paid no more, competent counsel will be reluctant to accept fee award cases." *Id.* Here,
21 Class Counsel took the matter on a contingent basis (Hawkins Decl. ¶ 28; McKee Decl., ¶ 28)

22 4. **Experience, Reputation, and Ability of Plaintiffs' Counsel**

23 Class Counsel also has considerable experience and has demonstrated competence with
24 litigating wage and hour class actions. (Hawkins Decl. ¶¶ 21-27; McKee Decl., ¶¶ 19, 24). As
25 also set forth in the Declarations of James R. Hawkins and Phillip Sung submitted in support of
26 the Preliminary Approval Motion and the Declarations of James R. Hawkins and Antonia McKee
27 submitted in support of this Final Approval Motion, and the further discussions herein, Class
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Counsels' skill and experience in litigating wage and hour class actions, in state and federal forums, contributed to the results obtained on behalf of the putative class members (*Id.*)

5. **Results Obtained on Behalf of the Class by Plaintiffs' Counsel**

The award of attorney fees should reflect the successful outcome of the case *Hensley v. Eckerhart*, (1983) 461 U.S. 424,440. As already discussed herein and in the preliminary approval motion, this case involves numerous and difficult issues largely precluding a clear-cut outcome as to liability. There also were significant class certification issues concerning whether individual issues predominate and whether class member declarations and statistical samplings can support certification. Defendant recognized the uncertainty of Plaintiffs' claims and vigorously disputed liability, Class Counsels' ability to obtain certification, and the amount of damages. Nevertheless, despite the obstacles as already discussed in the preliminary approval motion and herein, Class Counsel obtained significant financial compensation for the class members. All Class Members who did not opt out of the Settlement will receive payments. The *average* estimated Individual Settlement Payment is \$1,701.49, the *highest* estimated Individual Settlement Payment is \$4,813.96, and the *lowest* estimated Individual Settlement Payment is \$13.30. (Butler Decl. ¶ 17). All Aggrieved Employees will receive Individual PAGA Payments, even if they decline to participate as a Class Member. The *average* estimated Individual PAGA Payment is \$138.12, the *highest* estimated Individual PAGA Payment is \$253.43, and the *lowest* estimated Individual PAGA Payment is \$1.34 (Butler Decl. ¶ 19) These are not nominal sums.

Further, as also discussed, Plaintiffs would have faced significant legal and factual obstacles in demonstrating that Class certification was appropriate. Despite the complexity of the case, Class Counsel have, through the investment of substantial effort, and the resources of their boutique law firm, been able to secure an outstanding Settlement on behalf of the Class Members.

6. **Reaction of Putative Class Members**

As already discussed herein, the reaction of the Class Members has been positive. Specifically, not one of the Class Members objected to Class Counsel's request for attorneys'

1 fees, nor did anyone request exclusion, or dispute the Settlement, which also provides compelling
2 evidence that the request is fair, adequate, and reasonable.

3 In sum, based on the six factors discussed above, Class Counsel's lodestar in this action
4 should be enhanced by the application of a multiplier of 1.01 as the Lodestar amount is slightly
5 more than the fees Class Counsel is requesting. Additionally, by settling this case prior to trial
6 rather than continuing to litigate issues that remain somewhat unsettled, counsel obtained
7 exceptional results for the class at far less expense to the parties, the counsel and to this Court.
8 Accordingly, a positive multiplier of Class Counsels' lodestar is further warranted. "Considering
9 that our Supreme Court has placed an extraordinarily high value on settlement, it would seem
10 counsel should be rewarded, not punished, for helping to achieve that goal." *Lealao, supra*, 82
11 Cal. App. 4th at 52. Multipliers of two to four are commonplace in California class actions and
12 can range even higher. *Wershba, supra*, 91 Cal. App. 4th at 255; *In re California Indirect*
13 *Purchases* (October 22, 1998) WL1031494 at * 10, fn 5. Again, in this case, as noted above, a
14 multiplier is both necessary and appropriate as the total lodestar amount is only very slightly less
15 than the requested class counsel fee, the request and is fair and reasonable.

16 **B. Class Counsels' Requested Fees Are Reasonable Under the Percentage of the**
17 **Benefit Method.**

18 **1. Attorney's Fees Should be Based Upon the Total Benefit to the Class.**

19 Under California law, courts have the discretion to award fees under the percentage
20 method when fees are drawn from an ascertainable fund. *See Laffitte v. Robert Half Int'l*, 1 Cal.
21 5th 480, 503 (2016) ("*Laffitte II*") ("We join the overwhelming majority of federal and state
22 courts in holding that when class action litigation establishes a monetary fund for the benefit of
23 the class members, and the trial court in its equitable powers awards class counsel a fee out of that
24 fund, the court may determine the amount of a reasonable fee by choosing an appropriate
25 percentage of the fund created."). The common fund method "better approximates the workings
26 of the marketplace than the lodestar approach" in setting the price of contingent fees. *See Lealao*
27 *v. Beneficial Cal. Inc.* 82 Cal. App. 4th 19, 48 (2000) ("*Lealao*"). The percentage method
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1 “provide[s] incentives roughly comparable to those negotiated in the private bargaining that takes
2 place in the legal marketplace.” (*Id.*)

3 The primary benefit of the percentage method is that it focuses on the benefit conferred on
4 the class as a result of the efforts of Class Counsel. Awarding Class Counsel fees based on a
5 percentage of the recovery has the advantages of eliminating the incentive for attorneys to
6 increase hours unnecessarily, encouraging early settlement of disputes, and preserving judicial
7 resources otherwise used to monitor attorneys’ billable hours. See *In re Activision Sec. Litig.*,
8 (N.D. Cal. 1989) 723 F. Supp. 1373, 1378-79; *MANUAL FOR COMPLEX LITIGATION* 4th ed.
9 §14.121 (2004) (“in practice, the lodestar method is difficult to apply, time consuming to
10 administer, inconsistent in result. . . capable of manipulation,... [and] creates inherent incentive to
11 prolong the litigation”); See also *In re Quantum Health Resources, Inc.* (C.D.Cal. 1997) 962
12 F.Supp. 1254, 1256 (noting that lodestar “creates an incentive to keep litigation going in order to
13 maximize the number of hours included in the court’s lodestar calculation”).

14 The percentage of the fund method survives in California class action cases. *Laffitte v*
15 *Robert Half Intern, Inc.* (2016) 1 Ca. 4th 480, 506. [See also. *Chavez v. Netflix, Inc.*, (2008) 162
16 Cal. App. 4th 43 at 65, 66; *Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.*,
17 (2005) 127 Cal. App. 4th 387, 397 [the common fund doctrine is “frequently applied in class
18 actions when the efforts of the attorney for the named class representatives produce monetary
19 benefits for the entire class”]; *Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal. App. 4th at 254.

20 **2. The Contingent Nature of Class Counsel’s Representation Supports the**
21 **Requested Fees Based on 33.33% of the GSA.**

22 Further, the contingent nature of Class Counsels’ representation also warrants the
23 requested attorney fees based on the percentage of the common fund. The risks in taking on any
24 class action are enormous especially in regards to wage-and-hour class actions because the wage
25 laws are still developing and a change in the law could wipe out a Plaintiffs’ recovery. Litigating
26 a class action through trial takes years and requires the investment of hundreds of thousands of
27 dollars. Attorneys willing to undertake this risk deserve appropriate compensation. As elaborated
28 by the California Supreme Court in *Graham v. Daimler Chrysler Corp.*, (2008) 34 Cal. 4th 553,

1 579-580, counsel should be awarded a fee enhancer for taking on contingent cases because a
2 "contingent fee compensates the lawyer not only for the legal services he renders but for the loan
3 of those services. The implicit interest rate on such a loan is higher because the risk of default (the
4 loss of the case, which cancels the debt of the client to the lawyer) is much higher than that of
5 conventional loans."

6 As the California Supreme Court specifically explained:

7 A contingent fee must be higher than a fee for the same legal services paid as they
8 are performed. The contingent fee compensates the lawyer not only for the legal
9 services he renders but for the loan of those services. The implicit interest rate on
10 such a loan is higher because the risk of default (the loss of the case, which cancels
11 the debt of the client to the lawyer) is much higher than that of conventional loans.
A lawyer who both bears the 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.

12 *Id.* at 580. (citing *Ketchum v. Moses*, (2001) 24 Cal. 4th 1122, 1132-33).

13 In the legal marketplace, an attorney whose compensation is entirely dependent on success
14 – who takes a significant risk – should and does expect a significantly higher fee than an attorney
15 who is paid a market rate as the case goes along, win or lose. *See, e.g., Rader v. Thrasher*, (1962)
16 57 Cal. 2d 244, 253 (“[a] contingent fee contract, since it involves a gamble on the result, may
17 properly provide for a larger compensation than would otherwise be reasonable” (citation
18 omitted); *Salton Bay Marina v. Imperial Irrig. Dist.*, (1985) 172 Cal. App. 3d 914, 955
19 (contingent nature of the litigation is a relevant factor in determining a reasonable attorney fee
20 award).

21 Class Counsel represented the Class Members in this matter and has borne the entire risk
22 and costs of litigation on a pure contingency basis. To date, Class Counsel has not received any
23 compensation and expended litigation costs on behalf of the class. Class action contingency cases
24 are inherently risky. Upon retention, Class Counsel makes a commitment to litigate the case
25 through trial. These types of cases can take years, hundreds of hours of work and cost an
26 enormous amount of money; these risks are known upon retention. The risks involved coupled
27 with the contingency basis of this case further support Class Counsel’s request for attorneys’ fees
28 and costs (Hawkins Decl. ¶ 28; McKee Decl. ¶¶ 27, 28)

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1 Class Counsel's request for 33.33% of the monetary fund recovered is California's
2 standard benchmark and well within the range customarily approved by the California courts in
3 comparable class actions and other class actions as well as with contingency contracts negotiated
4 by Plaintiffs and their counsel. "Empirical studies also show that regardless of whether the
5 percentage method or the lodestar method is used, fee awards in class actions average around
6 one-third of the recovery." See e.g., *Chavez v. Netflix, Inc.*, supra 162 Cal. App. 4th at 66 fn.11;
7 *In re California Indirect Purchases* (October 22, 1998) WL1031494 at * 9(citing to *In re Milk*
8 *Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 (33 1/3% award); *In re*
9 *Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ. Case No. BC0070061
10 (33 1/3% award) *In re Liquid Carbon Dioxide Cases* (San Diego Sup.Ct.1996) J.C.C.P. 3012 (33
11 1/3% award); *Romero v Producers Dairy Food, Inc.* (E.D. Cal. Nov. 14, 2007) WL 3492841 at *
12 4 ("fee awards in class actions average around one-third of the recovery." (quoting *Newberg on*
13 *Class Actions* § 14.6 (4th ed.2007)).

14 Moreover, the percentage should be measured against the full fund established by the
15 settlement and not upon the total value of the net settlement fund. *Williams v. MGM-Pathe*
16 *Communications Co.*, (9th Cir. 1997)129 F.3d 1026, 1027. This method recognizes that the
17 efforts of class counsel established the entire settlement, including non-monetary benefits, for the
18 benefit of the class (*Id.*) In the Ninth Circuit's decision in *Williams*, the parties settled class
19 action claims in favor of the class for a total settlement fund of \$4.5 million, and the district court
20 awarded class counsel attorneys' fees based upon "the class members' claims against that fund.
21 *Williams*, 129 F.3d at 1027. The class counsel in *Williams* contended that the district court erred
22 and should have calculated their fee as one-third of the entire \$4.5 million settlement fund. *Id.*
23 The Ninth Circuit agreed with class counsel and determined that the district court's award of a fee
24 based solely upon the claims against the settlement fund was an abuse of its discretion.

25 Ninth Circuit courts have applied *Williams* in a variety of contexts, including claims made
26 settlements without a minimum or maximum recovery. See, e.g., *Browning v. Yahoo! Inc.*, (N.D.
27 Cal. Nov. 16, 2007) WL 4105971 at *13-14(claims-made settlement with no minimum or
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1 maximum recovery); *Young v. Polo Retail*, (N.D. Cal. Mar. 28, 2007) WL 951821 at*14-24
2 (same); *Lopez v. Youngblood*, (E.D. Cal. Sept. 1, 2011) WL 10483569 at *32–43 (reversionary
3 common fund with maximum recovery only). *Hopson v. Hanesbrands Inc.*, (N.D. Cal. Apr. 3,
4 2009) 09 WL 928133 at *11; *Glass v. UBS Financial Services*, (N.D. Cal. Jan. 26, 2007) WL
5 221862 at *16) (same). In sum, Class Counsels’ request for an award of attorney’s fees in the
6 amount of 33.33 % of the Gross Settlement Amount is reasonable.

7 **V. CLASS COUNSEL’S REQUESTED COSTS ARE REASONABLE**

8 Class Counsel has not only expended substantial time in diligently prosecuting this
9 Action, but they have also expended considerable resources during litigation with no guarantee
10 that their costs would be reimbursed. The Settlement provides for reasonable actual costs of up to
11 \$25,000.00 (Settlement Agreement ¶ 3.2.2). Counsel’s costs amount actually incurred is \$25,000
12 (Hawkins Decl. ¶ 32) Thus Class Counsel respectfully requests that the Court approve the
13 incurred amount as per the Settlement Agreement (true and correct copies of Class Counsel’s
14 Cost Invoices are attached as Exhibit 3 to the Declaration of James R. Hawkins, and as Exhibit 1
15 to the Declaration of Antonia McKee filed concurrently herewith.)

16 **VI. THE SETTLEMENT ADMINISTRATOR’S EXPENSES ARE REASONABLE**

17 Simpluris was retained to administer the notice and claims process. Simpluris’ duties
18 included, but were not limited to: (a) printing and mailing the Court Approved Notice of Class
19 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) (b) receiving
20 undeliverable Notices; (c) receiving any requests for exclusion; (d) answering questions from
21 Class Members. Should the Court grant final approval of this Settlement, Simpluris will be
22 responsible for further duties, including but not limited to: (e) calculating Individual Settlement
23 Payments, (f) calculating Individual PAGA Payments, (g) distributing funds, (h) tax-reporting
24 following final approval; (i) mailing Settlement checks; (j) and for such other tasks as the Parties
25 mutually agree or the Court orders Simpluris to perform (Butler Decl. ¶ 3) Plaintiff’s requested
26 that, as per the Settlement Agreement, that Simpluris be awarded costs in an amount not to
27 exceed \$10,000 (Settlement Agreement ¶ 3.2.3). As per Simpluris, their actually incurred and
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1 anticipated costs in administering this settlement through completion are \$8,977 and should be
2 awarded (Butler Decl. ¶ 20)

3 **VII. CONCLUSION**

4 For all of the foregoing reasons, Plaintiffs respectfully request that the Court: (1) grant
5 final approval of the Settlement; (2) approve distribution of payments to the Settlement Class; (3)
6 approve payment of \$100,000 for PAGA Penalties, (3) approve Settlement Administrator's costs
7 in the amount of \$8,977; (4) approve the request for a \$7,500 Class Representative Service
8 Payment to each of the three named Plaintiffs Adriana Huerta, Maria Sanchez and Estephany
9 Avalos, and; (5) approve Class Counsel's request for an award of \$309,636.34 in attorneys' fees
10 and \$25,000 in costs. Finally, Plaintiffs respectfully request that the Court enter the [Proposed]
11 Order Granting Final Approval of Class Action and PAGA Settlement, filed concurrently
12 herewith.

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14 Respectfully submitted,

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16 Dated: February 16, 2024

JAMES HAWKINS, APLC

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20 James R. Hawkins, Esq.
21 Isandra Y. Fernandez, Esq.
22 Lance Dacre, Esq.
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24 Attorneys for Plaintiffs
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