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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JEFFREY CESARIO, 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.

HARTWELL CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2018-00976928-CU-OE-CXC

Honorable Kirk H. Nakamura
Department CX103

CLASS ACTION

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

[Declaration of Class Counsel
(Edwin Aiwazian); Declaration of Class
Representative (Jeffrey Cesario); Declaration
of Settlement Administrator (Kevin Lee); and
[Proposed] Final Approval Order and
Judgment filed concurrently herewith]

Reservation: 73424949
Date: May 6, 2021
Time: 2:00 p.m.
Department: CX103

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

1 **PLEASE TAKE NOTICE** that on May 6, 2021 at 2:00 p.m., in Department CX103 of
2 the above-entitled Court, located at 700 Civic Center Drive West, Santa Ana, California, 92701,
3 Plaintiff Jeffrey Cesario (“Plaintiff”) will and hereby does move for an order granting final
4 approval of:

5 1. The Joint Stipulation of Class Action and PAGA Settlement and Amendment No.
6 1 to Joint Stipulation of Class Action and PAGA Settlement (together, “Settlement,”
7 “Agreement,” or “Settlement Agreement”) on the grounds that the Settlement is fair, adequate,
8 and reasonable because:

- 9 • A Net Settlement Consideration of approximately **\$2,091,359.45** will be fully
10 distributed to the Class Members who did not timely opt out of the Settlement
11 (“Settlement Class Member”);
12 • **No Objections** were submitted to the settlement administrator, Phoenix Class Action
13 Administration Solutions (“Settlement Administrator”);
14 • **No Requests for Exclusion** were submitted to the Settlement Administrator;

15 2. Payment in the amount of **\$1,260,000.00** to Lawyers *for* Justice, PC (“Class
16 Counsel”), representing thirty-five percent (35%) of the Maximum Settlement Consideration,
17 for attorneys’ fees, which is reasonable and justified on a percentage-basis and also based on a
18 lodestar cross-check with a multiplier of 2.2;

19 3. Payment in the amount of **\$23,890.55** to Class Counsel for reimbursement of
20 litigation costs and expenses;

21 4. Payment in the amount of **\$6,500.00** to the Settlement Administrator, Phoenix
22 Class Action Administration Solutions (“Phoenix”), for Settlement Administration Costs;

23 5. Payment in the amount of **\$12,000.00** to Plaintiff Jeffrey Cesario, as Service
24 Payments, for his time and effort in representing the Class; and

25 6. Allocation of the penalties under the Private Attorneys General Act of 2004,
26 California Labor Code section 2698, *et seq.*, in the amount of \$275,000.00, of which seventy-
27 five percent (75%), or \$206,250.00, will be paid to the California Labor and Workforce
28

1 Development Agency and twenty-five percent (25%), or \$68,750.00, will be part of the Net
2 Settlement Consideration for distribution to the Settlement Class Members.

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

6 This motion is based upon the following Memorandum of Points and Authorities; the
7 Declaration of Class Counsel (Edwin Aiwarzian), Class Representative (Jeffrey Cesario), and
8 Settlement Administrator (Kevin Lee of Phoenix) in support thereof; the pleadings and other
9 records on file with the Court in this matter; and such evidence and oral argument as may be
10 presented at the hearing on this Motion.

11 Dated: April 14, 2021

LAWYERS for JUSTICE, PC

12
13 By:



Edwin Aiwarzian

Attorneys for Plaintiff and the Class

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiff Jeffrey Cesario (“Plaintiff”) seeks final approval of: (1) the Maximum Settlement Consideration of \$3,600,000.00; (2) attorneys’ fees in the amount of \$1,260,000.00 (“Attorneys’ Fees”), which is thirty-five percent (35%) of the Maximum Settlement Consideration, and reimbursement of litigation costs and expenses in the amount of \$28,000.00 (“Litigation Expenses”) to Lawyers for Justice, PC (“Class Counsel”); (3) Settlement Administration Costs in the amount of \$6,500.00 to Phoenix Class Action Administration Solutions (“Phoenix” or “Settlement Administrator”); (4) Service Payment in the amount of \$12,000.00 to Plaintiff Jeffrey Cesario; and (5) allocation of \$275,000.00 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 Class:

All individuals employed by Defendant within the State of California in an hourly, non-exempt position at any time during the period from March 1, 2014 through December 11, 2020 (“Class” or “Class Members”).¹

This matter involved ongoing investigations, significant motion practice, formal and informal discovery, review and analysis of thousands of pages of documents and data prior to and during mediation conducted by Paul Grossman, Esq. and extensive settlement negotiations. This matter has required 808.55 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 Consideration, is fully supported by the use of the percentage-fee method. Courts have 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.²

Plaintiff moves for final approval of the Service Payment in the amount of \$12,000.00, to compensate Plaintiff for the time and effort that he expended spearheading this lawsuit on behalf of the Class. Plaintiff also moves for final approval of the payment to the Settlement

¹ Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), Exh. 1, § 1.1.2.

² Applying a modest multiplier of 2.2, the total enhanced lodestar fees are \$1,289,637.25, and Class Counsel seeks an attorneys’ fees award of \$1,260,000.00 (equal to 35% of the Maximum Settlement Consideration).

1 Administrator in the amount of \$6,500.00 for Settlement Administration Costs. Plaintiff also
2 moves for final approval of the allocation of \$275,000.00 for the PAGA Payment, of which
3 \$206,250.00 will be paid to the California Labor Workforce and Development Agency
4 (“LWDA”) for its portion of the PAGA Payment (“LWDA Payment”), and \$68,750.00 will be
5 part of the Net Settlement Consideration that will be distributed to Class Members who did not
6 submit a timely and valid request to be excluded from the Settlement (“Settlement Class
7 Members”).

8 The requests for Attorneys’ Fees and Litigation Expenses, Service Payment, Settlement
9 Administration Costs, and allocation for the PAGA Payment were fully disclosed in the Notice
10 of Class Action Settlement (“Notice”) that was mailed to the Class Members. Most importantly,
11 as of the date of this Motion, *not a single Class Member has objected to any aspect of the*
12 *Settlement, including the requested Attorneys’ Fees and Litigation Expenses, Service Payment,*
13 *Settlement Administration Costs, or allocation for PAGA Payment.*

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

20 In order to efficiently present the Court with adequate information to determine whether
21 to grant final approval of the Settlement and award Attorneys’ Fees and Litigation Expenses,
22 Service Payment, Settlement Administration Costs, and PAGA Payment, Plaintiff also moves
23 for an order permitting the filing of this single consolidated memorandum, although it exceeds
24 the page limit established by California Rules of Court, Rule 3.1113(d), instead of filing several
25 separate motions.

26 ///

27 ///

28 ///

II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND

Defendant Hartwell Corporation (“Defendant”) designs, develops, and manufactures latches and latching systems for commercial and military aircraft applications. Plaintiff Jeffrey Cesario is a former employee of Defendant.

On March 1, 2018, Plaintiff Jeffrey Cesario, individually, and on behalf of all individuals employed by Defendant within the State of California in an hourly, non-exempt position at any time since March 1, 2014, filed a Class Action Complaint for Damages, thereby commencing the action (“Original Complaint”). The action was filed in the Superior Court of California for the County of Orange, Case No. 30-2018-00976928-CU-OE-CXC (the “Action”).

On April 16, 2018, Defendant filed an Answer to Plaintiff’s Original Complaint.

On April 26, 2018, Plaintiff propounded Form Interrogatories, Special Interrogatories, and Requests for Production of Documents on Defendant. On June 18, 2018, Defendant served responses to the discovery propounded by Plaintiff.

On October 11, 2018, Plaintiff filed the Motion to Compel Defendant to Provide Further Responses to Plaintiff’s Requests for Production of Documents and Request for Monetary Sanctions (“Motion to Compel”). On November 14, 2018, Defendant filed an Opposition to the Motion to Compel. On November 15, 2018, the Parties informally resolved the discovery dispute and Plaintiff withdrew the Motion to Compel and filed the Notice of Withdrawal of Motion.

On March 31, 2020, Plaintiff provided written notice by online submission to the LWDA, and by U.S. Certified Mail to Defendant, of the California Labor Code he alleges have been violated, including the facts and theories to support the alleged violations (“PAGA Notice”). The sixty-five (65) calendar day waiting period for Plaintiff to receive a response from LWDA expires on June 4, 2020.

On December 11, 2020, pursuant to stipulation by the parties and Court’s Order granting leave thereon, Plaintiff filed a First Amended Class Action and Representative Action Complaint for Damages. Plaintiff’s core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and the

1 Class Members, of, *inter alia*, failing to pay minimum and overtime wages, failing to provide
2 compliant meal and rest periods and associated premium pay, failing to timely pay wages and
3 associated waiting time penalties, failing to maintain accurate payroll records, failing to provide
4 compliant wage statements, and failing to reimburse necessary business-related expenses, and
5 thereby engaged in unfair business practices under the California Business and Professions Code
6 and conduct that gives to penalties recoverable under the Private Attorneys General Act of 2004
7 (California Labor Code sections 2698, et seq.)(PAGA).

8 Defendant has denied, and continues to deny, any liability and wrongdoing of any kind
9 associated with any of the allegations in the case, and further denies that the case is appropriate
10 for class or representative treatment for any purpose other than for settlement purposes only.

11 The parties have actively litigated the matter since it was commenced March 1, 2018.
12 The parties conducted significant formal and informal discovery, took and defended depositions
13 of Defendant's Person Most Knowledgeable witness, and exchanged tens of thousands of pages
14 of documents and data. On April 9, 2019, the parties participated in a formal, full-day mediation
15 conducted by Paul Grossman, Esq. a well-regarded mediator experienced in mediating complex
16 labor and employment matters. Although the parties were not able to reach an agreement at
17 mediation, the mediator continued to assist the parties in working toward a resolution of the
18 case. After conducting significant formal and informal discovery and investigation into the facts
19 of the case and with the aid of the mediator's evaluation, the parties ultimately reached the
20 Settlement described herein to resolve the case in its entirety.

21 On May 26, 2020, Plaintiff filed a Motion for Preliminary Approval of Class Action
22 Settlement and supporting documents. On July 16, 2020, the Court issued a Minute Order on
23 Plaintiff's Motion for Preliminary Approval, in which the Court raised certain points of inquiry.
24 On October 5, 2020, Plaintiff filed supplemental papers in support of the Motion for Preliminary
25 Approval. On December 3, 2020, the Court issued a tentative ruling, which became the Order
26 of the Court on December 3, 2020, raising additional points on inquiry. On December 10,
27 2020, Plaintiff filed supplemental papers in support of the Motion for Preliminary Approval. On
28 December 11, 2021, the Court entered an Order Granting Plaintiff's Motion for Preliminary

Approval of Class Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the terms of the Settlement, the Notice, and the proposed administration procedures and associated deadlines.

Plaintiff now moves for final approval of the Settlement, Attorneys’ Fees and Litigation Expenses, Service Payment, 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, Defendant has agreed to pay a Maximum Settlement Consideration of \$3,600,000.00 on a non-reversionary basis.³ Subject to approval by the Court, the Net Settlement Consideration will be calculated by deducting the following amounts from the Maximum Settlement Consideration: (1) Attorneys’ Fees and Litigation Expenses, consisting of attorneys’ fees in the amount of \$1,260,000.00 and reimbursement of litigation costs and expenses in the amount of \$28,000.00, to Class Counsel; (2) Service Payment in the amount of \$12,000.00 to Plaintiff Jeffrey Cesario; (3) Settlement Administration Costs in the amount of \$6,500.00 to Phoenix; and (4) LWDA Payment in the amount of \$206,250.00.⁴ The Net Settlement Consideration, which is estimated to be \$2,091,359.45, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁵

The Settlement Administrator will calculate each Settlement Class Member’s *pro rata* share of the Net Settlement Consideration (“Individual Settlement Share”), by multiplying the Net Settlement Consideration by a fraction, the numerator of which is the gross wages a Settlement Class Member earned during the period from March 1, 2014 through December 11,

³ Settlement Agreement; § 1.1.15.

⁴ *Id.*, §§ 1.1.1, 1.1.13, 1.1.14, 1.1.16, 1.1.26, & 1.1.27.

⁵ This amount is higher than the amount stated in Paragraph 14 of the accompanying Declaration of Kevin Lee Regarding Notice and Settlement Administration (“Phoenix Declaration” or “Phoenix Decl.”) because the Settlement Administrator’s calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$28,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$23,890.55 for reimbursement of litigation costs and expenses, and the difference of \$4,109.45 will remain part of the Net Settlement Consideration.

2020 as a non-exempt employee of Defendant in California (“Gross Earned Wages”), and the denominator of which is the total of all Settlement Class Members’ Gross Earned Wages.⁶

Class Members had thirty (30) calendar days after the initial mailing of the Notice to Class Members to dispute the number of Gross Earned Wages credited to each of them, opt out of the Settlement, and/or object to the Settlement (“Response Deadline”).⁷ The Response Deadline was March 3, 2021.⁸ The Settlement Administrator has not received any written requests for exclusion from the Settlement (“Requests for Exclusion”) or objections to the Settlement (“Objections”) from Class Members.⁹

Individual Settlement Shares will be allocated as one-fourth (1/4) wages, to be reported on IRS Form W-2; and three-fourths (3/4) interest and penalties, to be reported on IRS Form 1099.¹⁰ Individual Settlement Shares will be paid out to Settlement Class Members subject to reduction for the employee’s, withholdings, and contribution with respect to the wages portion of the Individual Settlement Shares, and the net payment is referred to as “Individual Settlement Payment”.¹¹

Any and all Individual Settlement Payment checks issued to Settlement Class Members will remain valid for 180 calendar days from the date of mailing.¹² If a Settlement Class Member does not negotiate his or her settlement check, within five (5) business days following ninety (90) calendar days from the date of mailing, the Settlement Administrator will mail a reminder postcard to the Settlement Class Member, advising that the check will expire after the 180-day period.¹³ Thereafter, Individual Settlement Payment checks that are not negotiated within the 180-day period will be void, and the funds associated with such voided checks will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500, et seq., for the benefit of the Settlement Class Members

⁶ Settlement Agreement, § 6.6.2.

⁷ *Id.*, §§ 1.1.25, 6.6.2, 8.8.4, 8.8.5, & 8.8.7.

⁸ Phoenix Decl., ¶ 9, Exh. A.

⁹ *Id.*, ¶¶ 10 & 11.

¹⁰ Settlement Agreement, § 6.6.3.

¹¹ *Ibid.*

¹² *Id.*, § 9.9.4.

¹³ *Ibid.*

who did not cash their checks, until such time that they claim their property.¹⁴

IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Phoenix, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's December 11, 2021 Preliminary Approval Order.

On December 14, 2020, Phoenix received the Court-approved text for the Notice.¹⁵

On January 13, 2021, Phoenix received a mailing list from Defendant's counsel that contained the full names, last known addresses, Social Security numbers, last known telephone numbers, Gross Earned Wages, and dates of employment with Defendant in an hourly, non-exempt position, ("Class Information").¹⁶ The Class Information contained information for 371 individuals identified as Class Members.¹⁷ Phoenix processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class Information with any updated addresses located.¹⁸

On February 1, 2021, Phoenix mailed the Notice via first class mail to 371 individuals identified as Class Members in the Class Information.¹⁹

As of the date of this Motion, no Notices were returned as undeliverable with forwarding addresses.²⁰ Thirteen (13) Notices were returned as undeliverable without forwarding addresses.²¹ Phoenix performed a skip-trace search on the thirteen (13) Notices that were returned to Phoenix without forwarding addresses, located an updated address for all thirteen (13) Class Members, and promptly re-mailed the Notice to the updated addresses.²² Ultimately, no Notices remain undeliverable.²³

As of the date of this Motion, the Settlement Administrator has not received any

¹⁴ Settlement Agreement, § 9.9.4.

¹⁵ Phoenix Decl., ¶ 3.

¹⁶ *Id.*, ¶ 4.

¹⁷ *Ibid.*

¹⁸ *Id.*, ¶ 5.

¹⁹ *Id.*, ¶ 6.

²⁰ *Id.*, ¶ 7.

²¹ *Ibid.*

²² *Ibid.*

²³ *Id.*, ¶ 8.

Objections or Requests for Exclusion from Class Members.²⁴

To date, there are 371 Class Members who did not submit a timely and valid Request for Exclusion, and are therefore, deemed to be Settlement Class Members.²⁵ Pursuant to the terms of the Settlement, the Net Settlement Consideration of approximately \$2,091,359.45 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.²⁶ The highest Individual Settlement Share is currently estimated to be \$21,303.99 and the average Individual Settlement Share is currently estimated to be \$5,626.01.²⁷

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:

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)

²⁴ Phoenix Decl., ¶¶ 10 & 11.

²⁵ *Id.*, ¶ 13.

²⁶ *Id.*, ¶ 14; see also, n.5, *supra*.

²⁷ *Id.*, ¶ 15. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the Phoenix Declaration because the Net Settlement Consideration is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$28,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$4,109.45, will be part of the Net Settlement Consideration). See n.5, *supra*.

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.*

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

The parties actively litigated the case since it was commenced on March 1, 2018. Counsel for the parties used the pre-mediation time period to investigate the veracity, strength, and scope of the claims, and also to prepare the matter for class certification, representative adjudication, and trial.²⁸ The parties conducted extensive formal and informal discovery and investigation into the facts of the case, and also informally exchanged information and data in preparation for mediation.²⁹ Class Counsel propounded multiple sets of written discovery requests in various forms; reviewed Defendant’s responses thereto; and prepared and served numerous deposition notices.³⁰ Class Counsel prepared for and took the deposition of Defendant’s Person Most Knowledgeable witness.³¹ Class Counsel also interviewed and obtained information from Plaintiff and Class Members, including and not limited to the names

²⁸ Declaration of Edwin Aiwazian (“Aiwazian Decl.”), ¶ 6.

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Ibid.*

of potential witnesses, and reviewed and analyzed thousands of pages of documents and data produced by Defendant and obtained through other sources.³² The documents and data reviewed and analyzed by Class Counsel included, and were not limited to, employment records of Plaintiff and Class Members, time and payroll data for a sampling of Class Members (such as: time punch records, payroll data, and class information), job descriptions, Defendant's Employee Handbook (including: Acknowledgement Form of Employee Handbook), agreements internal memoranda, forms, checklists, and Defendant's operations and employment practices, procedures, and policies, (such as: Acknowledgement and Receipt of Attendance Policy), among other documents and data.³³ The parties engaged in significant motion practice, and Class Counsel researched applicable law, developed damages/valuation models in preparation for mediation, and met and conferred with Defendant's counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, motion practice, case management, discovery, and production of documents and data prior to mediation.³⁴

After conducting significant formal and informal discovery and investigation into the facts of the case, the parties participated in a formal, full-day mediation conducted by Paul Grossman, Esq. a well-regarded mediator experienced in mediating complex labor and employment matters.³⁵ Prior to and during mediation and settlement discussions, the parties exchanged information and data, and discussed various aspects of the case, including and not limited to, the risks and delays of further litigation, the risks and expenses to the parties of proceeding with class certification, representative adjudication, and trial, the law relating to off-the-clock theory, meal and rest periods, representative PAGA claims, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of appeals, among other things.³⁶ During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.³⁷ Arriving at a settlement that was acceptable to the parties

³² Aiwazian Decl., ¶ 6.

³³ *Ibid.*

³⁴ *Ibid.*

³⁵ *Id.*, ¶ 8.

³⁶ *Ibid.*

³⁷ *Ibid.*

was not easy.³⁸ Defendant and its counsel felt very strongly about Defendant's ability to prevail on the merits and to obtain a denial of class certification, while Plaintiff and Class Counsel believed that class certification would be obtained and Plaintiff would prevail at trial.³⁹ As a result of Plaintiff and Class counsel's extensive efforts, Defendant made many changes to its wage and hour policies and practices.⁴⁰ After conducting significant formal and informal discovery and investigations, extensive settlement negotiations, and with the aid of the mediator's evaluation, the parties agreed that the matter was well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to the parties that would attend further litigation.⁴¹

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded at certification, trial, and/or appeals. Class Counsel interviewed, and obtained information from Plaintiff and other Class Members.⁴² Class Counsel also reviewed and analyzed thousands of pages of documents produced by Defendant 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 Defendant's defenses, as well as facts discovered.⁴³ The Settlement was based on this large volume of facts, evidence, and investigation.⁴⁴ Additionally, Class Counsel has extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.⁴⁵

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

The Settlement, which provides for a Maximum Settlement Consideration of \$3,600,000.00, represents a fair, adequate, and reasonable resolution of the case, given the risks inherent in litigating class and representative claims through certification proceedings, trial,

³⁸ Aiwazian Decl., ¶ 6.

³⁹ *Id.*, ¶ 8.

⁴⁰ *Ibid.*

⁴¹ *Ibid.*

⁴² *Id.*, ¶ 6.

⁴³ *Ibid.*

⁴⁴ *Id.*, ¶¶ 6 & 8.

⁴⁵ *Id.*, ¶¶ 15-18.

1 and/or appeals.⁴⁶ The Settlement was calculated using information and data uncovered through
2 extensive case investigation, formal and informal discovery, and the exchange of information in
3 the context of mediation.⁴⁷ Had the action not settled, Defendant would have vigorously
4 challenged class certification, manageability of representative adjudication, and liability.
5 Defendant contended that individualized questions of fact predominate over any common issues,
6 and these issues would pose challenges to certification and representative adjudication.
7 Defendant would have likely argued again at trial, if any, that Plaintiff's claims were not
8 appropriate for class-wide and/or representative adjudication. On the other hand, Defendant
9 also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiff's claims
10 on a class-wide or representative basis. Additionally, preparation for trial would have been
11 expensive for all parties.

12 It is preferable to reach an early resolution of a dispute because such resolutions save
13 time and money that would otherwise go to litigation. If this matter had settled after further
14 litigation, the settlement amount would have taken into account the additional costs incurred,
15 and there might have been less money available for Class Members after all was said and done.
16 This is not just an abstract contention. The risks and expenses of further litigation outweighed
17 any benefit that might have been gained otherwise. These risks of further litigation include a
18 determination that the claims were unsuitable for class treatment and/or representative
19 adjudication, failure to obtain certification, class de-certification after certification of a class,
20 allowing a jury to decide the claims asserted in the case, and the real possibility of no recovery
21 after years of litigation. Additionally, the parties were moving into the phase of the litigation
22 where they would have to conduct a significant amount of additional discovery, including and
23 not limited to, additional depositions of Defendant's Person Most Knowledgeable designees,
24 expert witnesses, and percipient witnesses, such as managers, supervisors, and other current and
25 former employees throughout the State of California. Additional discovery disputes would have
26 certainly arisen, which would have cost the parties additional time and money. In contrast, the
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28 ⁴⁶ Aiwazian Decl., ¶¶ 8 & 21.

⁴⁷ *Id.*, ¶¶ 5-8.

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 Defendant 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 Consideration of \$3,600,000.00, represents a fair, reasonable, and adequate resolution of the case. 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 case, the Maximum Settlement Consideration represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$1,260,000.00, litigation costs and expenses in the amount of \$28,000.00, Service Payment of \$12,000.00, Settlement Administration Costs in the amount of \$6,500.00, and LWDA Payment in the amount of \$206,250.00 from the Maximum Settlement Consideration of \$3,600,000.00, the Net Settlement Consideration is currently estimated to be \$2,091,359.45.⁴⁸ Under the Settlement Agreement, the Maximum Settlement Consideration will be fully paid out without any reversion to Defendant, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Consideration, based on the number of Gross Earned Wages credited to him or her. To date, there are 371

⁴⁸ Phoenix Decl., ¶ 14; see n.5, *supra*.

Settlement Class Members, representing 100% of the Class Members.⁴⁹ The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$21, 303.99 and the average Individual Settlement Share is currently estimated to be \$5,626.01.⁵⁰ These are significant individual recoveries, particularly in light of the risks of litigation.

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 Consideration. 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.⁵¹ 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 Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

D. The Class Was Represented by Competent Counsel.

Class Counsel has extensive experience in employment class action law and complex wage-and-hour litigation.⁵² Lawyers for Justice, PC has been appointed class counsel in numerous complex wage-and-hour cases, and has recovered millions of dollars for individuals in California.⁵³ Both parties’ counsel were capable of assessing the strengths and weaknesses of the Class Members’ claims against Defendant and the benefits of the Settlement under the circumstances of the case and in the context of a private, consensual settlement agreement.

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⁴⁹ Phoenix Decl., ¶ 13.

⁵⁰ *Id.*, ¶ 15; see n.27, *supra*.

⁵¹ Aiwasian Decl., ¶ 21.

⁵² *Id.*, ¶¶ 15-18.

⁵³ *Ibid.*

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

2 The Settlement has been well received by the Class – ***not a single Class Member***
3 ***objected to or opted out of the Settlement.***⁵⁴ Specifically, no objections have been made as to
4 the Maximum Settlement Consideration or requested Attorneys’ Fees and Litigation Expenses,
5 Service Payment, Settlement Administration Costs, or the allocation for PAGA Payment.
6 California courts have consistently found that a small number of objectors indicates the class’
7 support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at
8 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th
9 at 1152-53 (final approval granted despite 9 objectors).

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

14 **VI. THE ATTORNEYS’ FEES AWARD REQUESTED BY CLASS COUNSEL IS**
15 **FAIR AND REASONABLE AND SHOULD BE APPROVED.**

16 **A. Legal Standard for Attorneys’ Fees in a Class Action Settlement.**

17 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their
18 decisions will “not be disturbed on appeal absent a manifest abuse of discretion.” *Lealao v.*
19 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,
20 1132 (The “experienced trial judge is the best judge of the value of professional services
21 rendered in his court[.]”); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110,
22 1118. Where the amount of a settlement is a “certain easily calculable sum of money,”
23 California courts may calculate attorneys’ fees as a reasonable percentage of the settlement.
24 Weil and Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145;
25 *see also Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th
26 at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions
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⁵⁴ Phoenix Decl., ¶¶ 10 & 11.

1 because “it better approximates the workings of the marketplace than the lodestar approach.”
2 *Lealao, supra*, 82 Cal.App.4th at 49.

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

12 “The ultimate goal . . . is the award of a ‘reasonable’ fee to compensate counsel for their
13 efforts, irrespective of the method of calculation.” *Consumer Privacy Cases* (2009) 175
14 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126
15 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long
16 as the method chosen is applied consistently using percentage figures and/or rates that accurately
17 reflect the marketplace. In cases where class members present claims against a settlement
18 amount and the settlement agreement provides that the defendant agrees to paying the attorneys
19 a percentage of the same, use of that percentage method is appropriate. *Lealao, supra*, 82
20 Cal.App.4th at 32.

21 Historically, courts have awarded fees as high as fifty percent (50%) of the settlement,
22 depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th
23 Ed., 2002) § 14.03; see also *In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494
24 (awarding attorneys’ fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech*
25 *Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195
26 (awarding approximately 53% of the settlement amount as attorneys’ fees). California courts
27 routinely approve class action attorneys’ fees awards “averag[ing] around one-third of the
28 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, 34.⁵⁵ 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 about the settlement. *See*, R. Pearle, *California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7 (permitting attorneys' fees and costs to be paid out of the settlement or directly on behalf of the other parties enjoying the benefit of the settlement). Both state and federal courts have embraced this doctrine. *See Serrano, supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent, supra*, 557 F.2d at 769.

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

Courts have consistently recognized that class and representative action litigation is

⁵⁵ 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 increasingly necessary to protect the rights of individuals whose injuries and/or damages are too
2 small to economically justify legal action on an individual basis. Accordingly, in determining
3 a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to
4 pursue such litigation in order to achieve increased access to the judicial system for meritorious
5 claims and to enhance deterrents to wrongdoing. This is especially true in situations where
6 multiple similar alleged wrongs would not be economically feasible to pursue individually, such
7 as here. See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

8 When the case was originally filed, not only was it inescapably contingent, but the
9 prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was
10 almost a certainty. By taking on this “battle” on a contingency basis, Class Counsel risked
11 substantial economic loss if the results were not successful. This substantial risk is the reason
12 that the courts approve the use of the percentage method when a settlement is obtained by the
13 efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
14 (discussing the risks of engaging in litigation without certainty of compensation).

15 Under the terms of the Settlement Agreement, Defendant will pay a Maximum
16 Settlement Consideration of \$3,600,000.00 on a non-reversionary basis. The requested
17 attorneys’ fees are thirty-five percent (35%) of the total value of the monetary settlement. In
18 light of Class Counsel’s successful prosecution and resolution of the case, the requested
19 attorneys’ fees are appropriate and reasonable.

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

27 The percentage method is consistent with, and is intended to mirror, the practice in the
28 private marketplace where contingent-fee attorneys typically negotiate percentage-fee

1 arrangements with their clients. A named plaintiff's agreement to pay a contingent fee is
2 powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of
3 counsel's work to the class is to review the consideration agreed to be paid by the named
4 plaintiff. If the named plaintiff has employed counsel on a contingency-fee basis, it would
5 indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement
6 without incurring the risks of bringing the claim, to pay less than the named plaintiff. In this
7 case, Plaintiff has agreed to a contingency fee of at least thirty-five percent (35%) of the
8 recovery.⁵⁶

9 Furthermore, a percentage-fee award is not dependent on a determination of the actual
10 amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In
11 *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is
12 equitable that [the attorney's] compensation and expenses should come from the entire fund
13 saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.*
14 (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may
15 be calculated on the basis of the total fund made available rather than the actual payments made
16 to the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a
17 litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or
18 his client is entitled to a reasonable attorneys' fee from the fund as a whole”).

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

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

28

⁵⁶ Aiwazian Decl., ¶ 9.

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 \$1,260,000.00 (which is 35% of the Maximum Settlement Consideration) is commensurate with the time, effort, and expense dedicated to the case, the contingent nature of Class Counsel's fee and the risks taken in commencing the case, 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 Class. Moreover, as demonstrated in the supporting declaration, Class Counsel has extensive experience in the handling of class actions and complex litigation matters.⁵⁷

As outlined in the Declaration of Edwin Aiwasian, Class Counsel has fully and actively participated in litigation of this case.⁵⁸ Prior to commencing the lawsuit, Class Counsel had

⁵⁷ Aiwasian Decl., ¶¶ 15-18.

⁵⁸ *Id.*, Exh. A.

1 conducted a significant amount of investigation into the factual and legal issues, Defendant's
2 business, and its operations and employment policies, practices, and procedures.⁵⁹ During the
3 litigation of the action, Class Counsel interviewed Plaintiff and other Class Members;
4 propounded formal written discovery requests and reviewed Defendant's responses thereto;
5 preparing for and taking the depositions of Defendant's Person Most Knowledgeable witnesses;
6 reviewed and analyzed tens of thousands of pages of documents and data produced by Defendant
7 and obtained through other sources; engaged in significant motion practice; and prepared
8 damages/valuation calculations.⁶⁰ Class Counsel also met and conferred with Defendant's
9 counsel over the issues relating to pleadings, case management, discovery, and production of
10 documents and data, among other things; engaged in extensive settlement negotiations with
11 Defendant's counsel; and prepared for and attended court proceedings, mediation, and
12 settlement negotiations.⁶¹

13 Class Counsel has dedicated staffing and monetary resources necessary to prosecute this
14 matter diligently and with maximum efficiency and has fully and actively participated in the
15 litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the
16 accompanying Declaration of Edwin Aiwazian, sets forth in detail the hours that Class Counsel
17 has spent performing tasks on behalf of Plaintiff and the Class.⁶² The Task and Time Chart is
18 thorough and comprehensive, and was prepared so that the Court can peruse it without having
19 to set forth each and every task in the body of this Motion. The Court is respectfully referred to
20 the chart, which sets forth the history of the work performed by Class Counsel, commencing
21 with the pre-filing analysis and research, and continuing up to settlement and final approval.
22 Class Counsel has spent **808.55** hours performing tasks and to obtain a significant recovery on
23 behalf of Plaintiff and the Class.⁶³ These hours were required to bring this matter to its successful
24 conclusion. In light of the value of time expended and the carrying of costs involved in litigating
25 this case, the requested attorneys' fees are fair, adequate, and reasonable.

26
27 ⁵⁹ Aiwazian Decl, ¶ 6 & Exh. A.

⁶⁰ *Id.*, ¶ 6.

⁶¹ *Ibid.*

⁶² *Id.*, Exh. A.

⁶³ *Id.*, ¶ 11.

2. *The Skill Required to Perform Legal Services Properly.*

The skill required to properly litigate the case is evident not only in the results achieved, but in the steps necessary to reach the same. Defendant retained well-respected counsel to represent its defenses. More specifically, Defendant and its counsel felt very strongly about Defendant's 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 this case, 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 case to trial on a class-wide basis if Defendant 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 with maximum efficiency.⁶⁴

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

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

⁶⁴ Aiwasian Decl., ¶¶ 15-18.

and/or recovery to Settlement Class Members 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, Defendant agreed to pay a Maximum Settlement Consideration of \$3,600,000.00 to settle the matter. After deducting the attorneys' fees (\$1,260,000.00), litigation costs and expenses (\$28,000.00), Service Payment (\$12,000.00), Settlement Administration Costs (\$6,500.00), and LWDA Payment (\$206,250.00) from the Maximum Settlement Consideration, it is currently estimated that the Net Settlement Consideration is approximately \$2,091,359.45.⁶⁵ The Net Settlement Consideration will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$21,303.99 and the average Individual Settlement Share is currently estimated to be \$5,626.01.⁶⁶ The Settlement offers significant monetary relief to the Settlement Class Members.

4. Whether the Fee Is Fixed or Contingent.

Plaintiff entered into a contingency fee agreement with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the case without knowing whether any recovery would be obtained. Class Counsel has invested 808.55 hours of time to obtain relief on behalf of Plaintiff and the Class.⁶⁷ Class Counsel has also incurred litigation costs and expenses in the amount of \$23,890.55.⁶⁸

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁶⁹ Class Counsel is well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷⁰ The skill and determination that Class Counsel has shown, along with the results obtained, justify the requested Attorneys' Fees and Litigation Expenses. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

⁶⁵ Phoenix Decl., ¶ 14; see n.5, *supra*.

⁶⁶ *Id.*, ¶ 15; see n.27, *supra*.

⁶⁷ Aiwazian Decl., ¶ 11, Exh. A.

⁶⁸ See Part VII, *infra*.

⁶⁹ Aiwazian Decl., ¶ 19.

⁷⁰ See *id.*, ¶¶ 15-18.

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

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

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

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

15 The results achieved, in light of the difficulties inherent in similar cases and the specific
16 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
17 from the Class Members—no Class Members objected to or opted out of the Settlement.⁷¹

18 The court in *Camden* noted that, “a key element of the common fund case is that fees are
19 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]
20 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,
21 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,
22 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

23 Here, the results achieved and obtained on behalf of Plaintiff and the Class are reasonable
24 in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted
25 in a settlement that provides for a Maximum Settlement Consideration of \$3,600,000.00.⁷² The
26 Maximum Settlement Consideration will be fully paid out, in accordance with the terms of the
27 Settlement Agreement. The highest Individual Settlement Share to a Settlement Class Member
28 is currently estimated to be \$21, 303.99 and the average Individual Settlement Share is currently

⁷¹ Phoenix Decl., ¶¶ 10 & 11.

⁷² Aiwasian Decl., ¶¶ 5-8.

estimated to be \$5,626.01.⁷³ Further, as a result of Plaintiff and Class counsel’s extensive efforts, Defendant made many changes to its wage and hour policies and practices.⁷⁴

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 this case 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.⁷⁵

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 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.

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⁷³ Aiwazian Decl., ¶ 15; see n.27, *supra*.

⁷⁴ *Id.*, ¶ 8.

⁷⁵ *Id.*, ¶¶ 15-18.

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

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

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

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

24 As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwasian
25 is a task and time chart that sets forth in detail the numerous tasks that Class Counsel performed
26 on behalf of Plaintiff and the Class, and the time required for completing those tasks.⁷⁶ The
27 chart demonstrates that Class Counsel has spent a total of 808.55 hours litigating the case and
28

⁷⁶ See Aiwasian Decl., Exh. A.

1 finalizing the Settlement.⁷⁷ In light of the facts and circumstances of the case, as well as the
2 results that Class Counsel has achieved on behalf of Plaintiff and the Class Members, Class
3 Counsel has spent a reasonable number of hours on this matter. In addition, Class Counsel will
4 continue to perform work on this matter through the date of final approval and in connection
5 with the implementation of the Settlement.

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

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

15 Class Counsel has been actively involved in this case, prior to its commencement and all
16 the way up to the present, and Class Counsel's dedication to providing representation in this
17 matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of
18 its efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was
19 successful in reaching a settlement of \$3,600,000.00.

20 As set forth in the Declaration of Edwin Aiwazian, the professional backgrounds and
21 experience of Class Counsel support a reasonable hourly rate of compensation of at least \$725
22 per hour for services provided by Class Counsel.⁷⁸ Lawyers for Justice, PC has been awarded
23 attorneys' fees, compensating the firm at the blended rate of at least \$725 for legal service
24 performed, by courts of this state.⁷⁹ While the circumstances of every case is unique, the fact

25 ⁷⁷ Aiwazian Decl., ¶ 11.

26 ⁷⁸ *Id.*, ¶ 12.

27 ⁷⁹ For example, final approval of the class and representative action settlement in *Thereasa Carrozzella v. Basalite*
28 *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.*

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 case.

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 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." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132.

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

- The time and labor required
- The skill requisite to perform the legal services properly

Pace Supply Corp. (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; and 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. *Aiwazian Decl.*, ¶ 12.

- The preclusion of other employment by the attorney due to the acceptance of the case
- The contingent nature of the fee
- The amount involved and results obtained
- The experience, reputation, and ability of the attorney
- Awards in similar cases

Ketchum at 1134.

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

As discussed above, this was a highly-contested matter which required an extensive amount of time and labor. Defendant raised defenses and denied liability, and the case involved gathering and analyzing documents and data not only from Defendant 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 \$3,600,000.00. Also, Class Counsel's efforts throughout the case 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 Aiwazian.⁸⁰ As the chart indicates, Class Counsel has worked 808.55 hours in the pursuit of this matter. The attorney task and time chart presents the entire picture. Applying a reasonable blended rate of \$725 per hour to 808.55 hours of work performed by Lawyers for Justice, PC would place a base lodestar value of \$586,198.75 on Class Counsel's services, and applying a modest multiplier of 2.2, the total enhanced lodestar fees are \$1,289,637.25.⁸¹ Class Counsel seeks an attorneys' fee award of \$1,260,000.00 (equal to 35% of the Maximum Settlement Consideration 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*

⁸⁰ Aiwazian Decl., Exh. B.

⁸¹ Aiwazian Decl., ¶ 11; see n.2, *supra*.

1 *San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding **multiplier of 5.2** and
2 referring to other cases with cross-check **multipliers ranging from 4.5 to 19.6**).

3 Therefore, application of a modest multiplier of 2.2 is warranted, and the lodestar as a
4 cross-check to the percentage figure sought herein, strongly supports the reasonableness of the
5 requested attorneys' fees award. Plaintiff respectfully requests that the Court grant final
6 approval of, and award, attorneys' fees in the amount of \$1,260,000.00 to Class Counsel.

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

9 The Settlement provides for reimbursement of litigation costs and expenses of up to
10 \$28,000.00. As set forth in the Declaration of Edwin Aiwazian, Class Counsel has incurred a
11 total of \$23,890.55 in litigation costs and expenses.⁸² This amount was reasonable and necessary
12 in the prosecution of the case and to obtain the Settlement.⁸³ The cost savings of \$4,109.45 will
13 be part of the Net Settlement Consideration, which will be distributed to the Settlement Class
14 Members in accordance with the Settlement.⁸⁴ Accordingly, Plaintiff requests that the Court
15 award litigation costs and expenses in the amount of \$28,000.00 to Class Counsel.

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

18 As set forth in the accompanying Phoenix Declaration, the total costs incurred and to be
19 incurred by Phoenix for the notice and settlement administration process are \$6,500.00.⁸⁵ The
20 costs incurred and to be incurred include, but are not limited to, expenses for formatting,
21 printing, and mailing the Notice to the Class Members; performing skip-trace searches on
22 Notices returned as undeliverable; re-mailing the Notices to any updated addresses located by
23 skip-trace search; receiving, reviewing, and processing Requests for Exclusion, Objections, and
24 Gross Earned Wages disputes (if any); handling inquiries from Class Members regarding the

25
26
27 ⁸² Aiwazian Decl., ¶ 19.

28 ⁸³ *Ibid.*

⁸⁴ *Ibid.*

⁸⁵ Phoenix Decl., ¶ 16.

Settlement; calculating Individual Settlement Shares and preparing the associated tax forms; and transmitting payments, among other things.⁸⁶

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

IX. THE REQUESTED SERVICE PAYMENT IS FAIR AND REASONABLE, AND SHOULD BE APPROVED.

The Settlement provides for a Service Payment in the amount of \$12,000.00 to Plaintiff Jeffrey Cesario to compensate Plaintiff for the time and effort that he expended on behalf of the Class. The requested Service Payment 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).

The requested Service Payment 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.⁸⁷ Plaintiff was available whenever Class Counsel needed him and actively tried to obtain, and gave, information that would benefit the Class.⁸⁸ Plaintiff spent numerous hours speaking with Class Counsel about his claims, describing his work experiences with Defendant, and gathering and reviewing documents.⁸⁹ These services merit the requested Service Payment to Plaintiff, who has not received any compensation for his efforts on behalf of the Class Members to date.⁹⁰

⁸⁶ Phoenix Decl., ¶ 3.

⁸⁷ Aiwasian Decl., ¶ 20; Declaration of Jeffrey Cesario ("Cesario Decl."), ¶¶ 3-5.

⁸⁸ Aiwasian Decl., ¶ 20; Cesario Decl., ¶¶ 3-5.

⁸⁹ Aiwasian Decl., ¶ 20; Cesario Decl., ¶¶ 2-6.

⁹⁰ Cesario Decl., ¶ 8.

1 The requested Service Payment was fully disclosed in the Notice that was mailed to the
2 Class Members. No objections were made with regards to the requested Service Payment.
3 Accordingly, it is appropriate and just for Plaintiff Jeffrey Cesario to receive \$12,000.00 as a
4 reasonable Service Payment, in addition to his Individual Settlement Payment, for his services
5 on behalf of the Class.

6 **X. CONCLUSION**

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

11 Dated: April 14, 2021

LAWYERS for JUSTICE, PC

12 By:

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14 Edwin Aiwanian
15 Attorneys for Plaintiff and the Class
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