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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RUBEN ALVARADO, individually, and on
behalf of other members of the general public
similarly situated; WHITEY DAVIS,
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,

Plaintiffs,

v.

CITADEL SERVICING CORPORATIONS, a
California corporation; and DOES 1 through
100, inclusive,

Defendant.

Case No.: 30-2019-01057617-CU-OE-CXC

Honorable Lon F. Hurwitz
Department CX103

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
CLASS COUNSEL AWARD, AND
SERVICE AWARDS; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Declarations of Class Counsel
(Edwin Aiwazian and Heather Davis);
Declarations of Class Representatives
(Ruben Alvarado and Whitey Davis);
Declaration of Settlement Administrator
(Stephen Gomez); and [Proposed] Final
Approval Order and Judgment filed
concurrently herewith]

Date: June 2, 2023
Time: 1:30 p.m.
Department: CX103

Complaint Filed: March 18, 2019
FAC Filed: March 3, 2021
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on June 2, 2023 at 1:30 p.m., in Department CX103 of
2 the above-entitled Court, located at 312 North Spring Street, Los Angeles, California 90012,
3 Plaintiffs Ruben Alvarado and Whitey Davis (“Plaintiffs”) will and hereby do move for an order
4 granting final approval of:

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

- 8 • A Net Distribution Fund of approximately **\$517,049.29** will be fully distributed to the
9 Class Members who did not timely opt out of the Settlement (“Settlement Class
10 Member”);
- 11 • **No Objections** were submitted to the settlement administrator, Simpluris, Inc.
12 (“Settlement Administrator”);
- 13 • **One (1) Request for Exclusion** was submitted to the Settlement Administrator;

14 2. Payment in the amount of **\$316,635.00** to Lawyers for Justice, PC and Protection
15 Law Group, LLP (together, “Class Counsel”), representing thirty-three point three three percent
16 (33.33%) of the Total Settlement Amount, for attorneys’ fees, which is reasonable and justified
17 on a percentage-basis;

18 3. Payment in the amount of **\$11,315.71** to Class Counsel for reimbursement of
19 litigation costs and expenses;

20 4. Payment in the amount of **\$10,000.00** to the Settlement Administrator, Simpluris,
21 Inc. (“Simpluris”), for Settlement Administration Expenses;

22 5. Payments in the amount of **\$10,000.00** each to Plaintiffs Ruben Alvarado and
23 Whitey Davis, as Service Awards, for their time and effort in representing the Non-Exempt Class
24 and the Salaried 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 **\$100,000.00**, of which seventy-five
27 percent (75%), or **\$75,000.00**, will be paid to the California Labor and Workforce Development
28

Agency and twenty-five percent (25%), or **\$25,000.00**, will be part of the Net Distribution Fund for distribution to Settlement Class Members.

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

This motion is based upon the following Memorandum of Points and Authorities; the Declarations of Class Counsel (Edwin Aiwarzian and Heather Davis), Class Representatives (Ruben Alvarado and Whitey Davis), and Settlement Administrator (Stephen Gomez of Simpluris) in support thereof; the pleadings and other records on file with the Court in this matter; and such evidence and oral argument as may be presented at the hearing on this Motion.

Dated: May 18, 2023

LAWYERS for JUSTICE, PC

By: _____



Brian J. St. John

Attorneys for Plaintiffs Ruben Alvarado and Whitey Davis and the Classes

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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Ruben Alvarado and Whitey Davis (“Plaintiffs”) seek final approval of: (1) the Total Settlement Amount of \$950,000.00; (2) attorneys’ fees in the amount of \$316,635.00, which is thirty-three point three three percent (33.33%) of the Total Settlement Amount, and reimbursement of litigation costs and expenses in the combined amount of \$11,315.71 (together, “Class Counsel Award”) to Lawyers for Justice, PC and Protection Law Group, LLP (together, “Class Counsel”); (3) Settlement Administration Expenses in the amount of \$10,000.00 to Simpluris, Inc. (“Simpluris” or “Settlement Administrator”); (4) Service Awards in the amount of \$10,000.00 each to Plaintiffs Ruben Alvarado and Whitey Davis, for a combined amount of \$20,000.00; and (5) allocation of \$100,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Payment”).

Plaintiffs seek relief on behalf of the following Classes:

All current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the period from March 18, 2015 through January 9, 2023 (“Non-Exempt Class” or “Non-Exempt Class Members”).¹

All current and former employees who worked for Defendant in the State of California at any time during the time period from March 18, 2015 through January 9, 2023 (the “Class Period”) and had one of the following job titles: Funder, Account Executive, Area Sales Manager, Assistant Sales Manager, Disclosure Supervisor, Paralegal, Technical Writer, Quality Control Specialist, Quality Control Auditor, Quality Assurance Specialist, Disclosure Supervisor, Investor Reporting Analyst, Learning and Development Specialist (“Salaried Class” or “Salaried Class Members”).²

The Non-Exempt Class and the Salaried Class are collectively referred to as “Class” or “Class Members.”

This matter involved ongoing investigations, formal and informal discovery, review and analysis of thousands of pages of documents and data prior to and during mediation conducted by Steven Serratore, Esq., and extensive settlement negotiations. This matter has required

¹ Stipulation of Settlement and Amendment No. 1 to Stipulation of Settlement (together, “Settlement,” “Agreement,” or “Settlement Agreement”), § II.2. “Class Period” means the time period from March 18, 2015 through January 9, 2023 . See *ibid.*

² *Id.*, § II.20.

1 515.20 hours of attorney time between multiple law firms serving as Class Counsel. As will be
2 demonstrated herein, the request for attorneys' fees, which represents thirty-three point three
3 three percent (33.33%) of the Total Settlement Amount, is fully supported by the use of the
4 percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the
5 recovery. The requested attorneys' fees are also supported under the lodestar cross-check
6 method.

7 Plaintiffs move for final approval of the Service Awards in the amount of \$10,000.00 to
8 each of them, to compensate Plaintiffs for the time and effort that they expended spearheading
9 the lawsuits on behalf of Non-Exempt Class, the Salaried Class, and the State of California.
10 Plaintiffs also move for final approval of the payment to the Settlement Administrator in the
11 amount of \$10,000.00 for Settlement Administration Expenses. Plaintiffs also move for final
12 approval of the allocation of \$100,000.00 for the PAGA Payment, of which \$75,000.00 will be
13 paid to the California Labor Workforce and Development Agency ("LWDA") for its portion of
14 the PAGA Payment ("LWDA Payment"), and \$25,000.00 will be part of the Net Distribution
15 Fund for distribution to Settlement Class Members.

16 The requests for attorneys' fees and costs, Service Awards, Settlement Administration
17 Expenses, and allocation for the PAGA Payment were fully disclosed in the Notice of Class and
18 Representative Action Settlement ("Class Notice") that was mailed to the Class Members. Most
19 importantly, as of the date of this Motion, *not a single Class Member has objected to any aspect*
20 *of the Settlement, including the requested Class Counsel Award, Service Awards, Settlement*
21 *Administration Expenses, or allocation for PAGA Payment.*

22 The Settlement is fair, adequate, and reasonable, and is the product of arm's-length,
23 good-faith negotiations by experienced counsel presided over by a highly-regarded mediator who
24 is experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should
25 grant final approval of the Settlement, and award the Class Counsel Award, Service Awards,
26 Settlement Administration Expenses, and PAGA Payment in the amounts as fully disclosed to
27 the Classes and as requested herein.

28 ///

1 In order to efficiently present the Court with adequate information to determine whether
2 to grant final approval of the Settlement and award the Class Counsel Award, Service Awards,
3 Settlement Administration Expenses, and PAGA Payment, Plaintiffs also move for an order
4 permitting the filing of this single consolidated memorandum, although it exceeds the page limit
5 established by California Rules of Court, Rule 3.1113(d), instead of filing several separate
6 motions.

7
8 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

9 Defendant Citadel Servicing Corporation ("Defendant") provides mortgage lending
10 services for residential properties. Plaintiffs Ruben Alvarado and Whitey Davis are former
11 employees of Defendant.

12 On March 18, 2019, Plaintiff Alvarado filed a Class Action Complaint for Damages in
13 the Orange County Superior Court ("Court"), thereby commencing the above-captioned lawsuit
14 ("Action").

15 On April 26, 2019, Defendant filed Defendant Citadel Servicing Corporation's Notice of
16 Appearance to Plaintiffs' Class Action Complaint.

17 On September 30, 2019, Plaintiff Alvarado propounded Form Interrogatories - General
18 (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Special
19 Interrogatories (Set Three), Special Interrogatories (Set Four), Requests for Production of
20 Documents (Set One), Requests for Production of Documents (Set Two) onto Defendant and
21 noticed the depositions of Defendant's Person Most Knowledgeable designees.

22 On October 15, 2019, the Parties submitted the Stipulation of the Parties to Stay Formal
23 Discovery and Motion Practice Until After Mediation.

24 Plaintiffs' core allegation is that Defendant has violated the California Labor Code by
25 engaging in a uniform practice and procedure, with respect to Plaintiffs and the Class Members,
26 of, inter alia, failing to pay all overtime and minimum wages, failing to provide compliant meal
27 and rest periods and associated premium pay, failing to timely pay wages during employment
28 and upon termination of employment, failing to provide compliant wage statements, failing to

1 maintain requisite payroll records, and failing to reimburse necessary business expenses, and
2 thereby engaged in unfair business practices in violation of California Business and Professions
3 Code section 17200, and conduct that gives rise to penalties pursuant to PAGA. Plaintiffs
4 contend that they, and the Class Members, are entitled to, inter alia, unpaid wages, penalties
5 (including and not limited to, penalties pursuant to PAGA), and attorneys' fees.

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

10 The Parties have actively litigated the Action since it was commenced on March 18,
11 2019. On January 22, 2020, the Parties participated in a formal, full-day mediation conducted by
12 Steven Serratore, a well-regarded mediator experienced in mediating complex labor and
13 employment matters.

14 On February 27, 2020, Defendant filed a Motion to Compel Arbitration. On March 9,
15 2020, Plaintiff filed an Opposition and Objection to Evidence Submitted to Defendant's Motion
16 to Compel Arbitration. On March 13, 2020, Defendant filed a Reply to Opposition in support of
17 Defendant's Motion to Compel Arbitration.

18 On March 3, 2021, pursuant to a Court order granting the Parties' joint stipulation,
19 Plaintiffs filed a First Amended Class Action Complaint for Damages and Enforcement Under
20 the Private Attorneys General Act, Cal. Labor Code § 2698 Et Seq., adding Plaintiff Davis to the
21 Action.

22 Ultimately, with the aid of the mediator and the mediator's evaluations and mediator's
23 proposal, the Parties reached the Settlement described herein to resolve the Action in its entirety.

24 On March 24, 2021, Plaintiffs filed a Motion for Preliminary Approval of Class Action
25 Settlement and supporting documents. On September 30, 2021, the Court issued a Minute Order
26 wherein the Court raised certain points of inquiry and continued the hearing Plaintiffs' Motion
27 for Preliminary Approval. On August 12, 2022, the Parties filed supplemental papers in support
28 of the Motion for Preliminary Approval. On September 10, 2022, the Court issued a Minute

Order wherein the Court raised additional points of inquiry and continued the hearing Plaintiffs' Motion for Preliminary Approval. On October 20, 2022, the Parties filed further supplemental papers in support of the Motion for Preliminary Approval. On January 9, 2023, the Court entered an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiffs now move for final approval of the Settlement, Class Counsel Award, Service Awards, Settlement Administration Expenses, 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 Total Settlement Amount of \$950,000.00 on a non-reversionary basis.³ Subject to approval by the Court, the Net Distribution Fund will be calculated by deducting the following amounts from the Total Settlement Amount: (1) Class Counsel Award, consisting of attorneys' fees in the amount of \$316,635.00 and reimbursement of litigation costs and expenses in the amount of \$11,315.71, to Class Counsel; (2) Service Awards in the amount of \$10,000.00 each to Plaintiffs Ruben Alvarado and Whitey Davis, for a combined amount of \$20,000.00; (3) Settlement Administration Expenses in the amount of \$10,000.00 to Simpluris; and (4) LWDA Payment in the amount of \$75,000.00.⁴ The Net Distribution Fund, which is estimated to be \$517,049.29, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendant.⁵

For each Class Member who did not opt out of the Settlement ("Settlement Class Member"), the Settlement Administrator will calculate his or her share of the Net Distribution Fund ("Individual Settlement Payment") as follows:

///

³ Settlement Agreement, § II.16.

⁴ *Id.*, §§ II.27, IV. 1, IV. 4, IV. 5, IV.6.

⁵ This amount is higher than the amount stated in Paragraph 10 of the accompanying Declaration of Stephen Gomez Regarding Notice and Settlement Administration ("Simpluris Declaration" or "Simpluris Decl.") because the Settlement Administrator's calculation assumes that Class Counsel will obtain litigation costs and expenses in the maximum amount of \$30,000.00, which is allocated under the Settlement. However, Class Counsel seeks the amount of only \$11,315.71 for reimbursement of litigation costs and expenses, and the difference of \$18,684.29 will remain part of the Net Settlement Amount.

- 1 a. The Settlement Administrator will calculate the number of weeks a Class Member for
2 Defendant as a Non-Exempt Class Member and/or a Salaried Class Member in the
3 State of California during the Class Period (“Workweeks”), the number of
4 Workweeks where the Class Member worked as an hourly-paid or non-exempt
5 employee (“Non-Exempt Workweeks”), and the number Workweeks ,during which
6 the Class Member had one of the following job titles: job titles: Funder, Account
7 Executive, Area Sales Manager, Assistant Sales Manager, Disclosure Supervisor,
8 Paralegal, Technical Writer, Quality Control Specialist, Quality Control Auditor,
9 Quality Assurance Specialist, Disclosure Supervisor, Investor Reporting Analyst,
10 Learning and Development Specialist (“Salaried Workweeks”).⁶
11 b. The Settlement Administrator will multiply the Salaried Workweeks by two (2)
12 (“Weighted Salaried Workweeks”) and add to the number of Non-Exempt
13 Workweeks, resulting in the “Total Weighted Workweeks.”⁷
14 c. The Settlement Administrator will then divide the Net Distribution Fund by all Total
15 Weighted Workweeks in order to establish the value of each Weighted Salaried
16 Workweek and Non-Exempt Workweek worked (“Weighted Workweek Value”).⁸
17 d. The Individual Settlement Payment to be made to each Settlement Class Member
18 shall be calculated by multiplying the Weighted Workweek Value times the number
19 of his or her Weighted Salaried Workweeks and Non-Exempt Workweeks.⁹

20 Class Members had sixty (60) calendar days after the initial mailing of the Class Notice
21 to Class Members to dispute the number of workweeks credited to each of them, opt out of the
22 Settlement, and/or object to the Settlement (“Response Deadline”).¹⁰ The Response Deadline was
23 March 21, 2023.¹¹ The Settlement Administrator has not received only one (1) written requests
24
25

26 ⁶ Settlement Agreement, §§ IV.7, IV.7.a, IV.7.b, and IV.7.c.

27 ⁷ *Id.*, § IV.7.a

28 ⁸ *Id.*, § IV.7.b.

⁹ *Id.*, § IV.7.c.

¹⁰ *Id.*, §§ VII.2, VIII.2, & VIII.3.

¹¹ *Simpluris Decl.*, ¶ 14.

1 for exclusion from the Settlement (“Request for Exclusion”) or zero (0) objections to the
2 Settlement (“Objections”) from Class Members.¹²

3 Individual Settlement Payments will be allocated as twenty percent (20%) wages, to be
4 reported on IRS Form W-2; and eighty percent (80%) interest and penalties, to be reported on
5 IRS Form 1099 (if applicable).¹³ Individual Settlement Payments will be paid out to Settlement
6 Class Members subject to reduction for the employee’s share of taxes, withholdings, and
7 contribution with respect to the wages portion of the Individual Settlement Payments.¹⁴

8 Any and all Individual Settlement Payment checks issued to Settlement Class Members
9 will remain valid for 180 calendar days from the date of mailing.¹⁵ Thereafter, Individual
10 Settlement Payment checks that are not negotiated within the 180-day period will be void, and
11 the funds associated with such voided checks will be transmitted by the Settlement Administrator
12 within thirty (30) calendar days after the expiration of the 180-day period, and sent to the
13 Community Legal Aid SoCal.¹⁶

14 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

15 The Court-appointed Settlement Administrator, Simpluris, has taken all necessary steps
16 to effectuate the notice and settlement administration process, as set forth in the Court’s January
17 13, 2023 Preliminary Approval Order.

18 On January 19, 2023, Simpluris received the Court-approved Class Notice, Exclusion
19 Form, Objection Form, and Dispute Form (together, “Class Notice Packet”).¹⁷

20 On February 14, 2023, Simpluris received a mailing list from Defendant’s counsel that
21 contained a data file from Defense Counsel that contained the names, last known addresses,
22 Social Security numbers, and pertinent employment information during the Class Period for the
23 Class Members (“Class List”).¹⁸ The Class List contained information for six hundred thirty-five
24 (635) individuals; four hundred thirty-five (435) individuals were identified as Non-Exempt

25
26 ¹² Simpluris Decl., ¶¶ 15 & 17.

¹³ Settlement Agreement, § IV.8.

¹⁴ Ibid.

¹⁵ *Id.*, §§ II.39 and X.3.

¹⁶ Ibid.

¹⁷ Simpluris Decl., ¶ 5.

¹⁸ *Id.*, ¶ 6.

1 Class Members only, one hundred eighty-four (184) individuals were identified as Salaried Class
2 Members only, and sixteen (16) individuals were identified as both Non-Exempt Class Members
3 and Salaried Class Members.¹⁹ Simpluris processed the names and addresses through the
4 National Change of Address Database (“NCOA”) and updated the Class List with any updated
5 addresses located.²⁰

6 On February 24, 2023, Simpluris mailed the Class Notice Packet via first class mail to all
7 635 individuals identified as Class Members in the Class List.²¹

8 As of the date of this Motion, forty-six (46) Class Notice Packets were returned as
9 undeliverable.²² For those returned with forwarding addresses, Simpluris promptly re-mailed the
10 Class Notice Packet to the forwarding addresses.²³ For those returned without forwarding
11 addresses, Simpluris performed a skip-trace search, located an updated address, and promptly re-
12 mailed the Class Notice to the updated addresses.²⁴ Altogether, Simpluris re-mailed forty (40)
13 Class Notice Packets; ultimately, six (6) Class Notice Packets remain undeliverable because an
14 updated address was not located through skip-tracing.²⁵

15 As of the date of this Motion, the Settlement Administrator has not received any
16 Objections and only one (1) Request for Exclusion from Class Members.²⁶

17 To date, there are 634 Class Members who did not submit a timely and valid Request for
18 Exclusion, and are therefore, deemed to be Settlement Class Members.²⁷ Pursuant to the terms of
19 the Settlement, the Net Distribution Fund of approximately \$517,049.29 will be distributed to
20 Settlement Class Members.²⁸ The highest Individual Settlement Payment is currently estimated
21 to be at least \$7,477.14, the lowest Individual Settlement Payment is currently estimated to be at
22 least \$1.28. and the average Individual Settlement Payment is currently estimated to be at least
23

24 ¹⁹ Simpluris Decl., ¶ 6.

25 ²⁰ *Id.*, ¶ 7.

26 ²¹ *Id.*, ¶ 9.

27 ²² *Ibid.*

28 ²³ *Ibid.*

²⁴ *Ibid.*

²⁵ *Ibid.*

²⁶ *Id.*, ¶¶ 15 & 17.

²⁷ *Id.*, ¶ 11.

²⁸ *Id.*, ¶ 10; see also, n.5, *supra*.

\$786.06.²⁹ Plaintiff Ruben Alvarado's estimated Individual Settlement Payment is \$606.26 and Plaintiff Whitey Davis's estimated Individual Settlement Payment is \$1,346.16.³⁰

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) 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

²⁹ Simpluris Decl., ¶ 14. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the Simpluris Declaration because the Net Distribution Fund is larger due to Class Counsel's request for reimbursement of litigation costs and expenses in an amount that is less than \$30,000.00 (the difference between the amount sought and the amount authorized under the Settlement, i.e., \$18,684.29, will be part of the Net Distribution Fund). See n.5, *supra*.

³⁰ *Id.*, ¶ 13.

1 have possibly obtained, but whether the settlement, taken as a whole, is “fair, adequate, and
2 reasonable.” *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain
3 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful.
4 *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is
5 substantially narrower than it would be if the case were to be successfully litigated, that is no bar
6 to a class settlement because the public interest may indeed be served by a voluntary settlement
7 in which each side gives ground in the interest of avoiding prolonged litigation. *Id.*

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

10 The parties actively litigated the cases since the matter was commenced on March 18,
11 2019. Counsel for the parties investigated the veracity, strength, and scope of the claims, and
12 also to prepare the matter for class certification, representative adjudication, and trial, prior to
13 reaching the Settlement.³¹ The parties conducted extensive formal and informal discovery and
14 investigation into the facts of the cases, and also informally exchanged information and data in
15 preparation for mediation.³² Class Counsel propounded multiple sets of written discovery
16 requests in various forms; reviewed Defendant’s responses thereto; and prepared and served
17 numerous deposition notices.³³ Class Counsel had the opportunity to interview and obtain
18 information from Plaintiffs and Class Members, including and not limited to the names of
19 potential witnesses, and reviewed and analyzed thousands of pages of documents and data
20 produced by Defendant and obtained through other sources.³⁴ The documents and data reviewed
21 and analyzed by Class Counsel included, and were not limited to, employment records of
22 Plaintiffs, a sampling consisting of time and corresponding pay records for a of Class Members
23 (including but not limited to employee time cards, punch detail reports, and payroll registers),
24 Defendant’s employee handbooks, company policy receipts acknowledgements, internal
25 memoranda and emails, job descriptions, checklists (such as Defendant’s New Hire Checklist
26 and Termination Checklist), Defendant’s operations and employment practices, forms (including

27 ³¹ Declaration of Edwin Aiwazian (“Aiwazian Decl.”), ¶ 6.

28 ³² *Ibid.*

³³ *Ibid.*

³⁴ *Ibid.*

1 but not limited to Defendant's Position Change Form and Rate Change Form), procedures,
2 policies, and agreements (such as bonus agreements and arbitration agreements), among other
3 information and documents.³⁵ Class Counsel researched applicable law, developed damages and
4 penalties valuation models in preparation for mediation, and met and conferred with Defendant's
5 counsel on numerous occasions, e.g., to discuss issues relating to the pleadings, case
6 management, discovery, and production of documents and data in the course of litigation and in
7 connection with the mediations and settlement negotiations.³⁶

8 After conducting significant formal and informal discovery and investigation into the
9 facts of the cases, the parties participated in a formal, full-day mediation session conducted by
10 Steven Serratore, Esq., a well-regarded mediator experienced in mediating complex labor and
11 employment matters.³⁷ Prior to and during mediation sessions and settlement discussions, the
12 parties exchanged information and data, and discussed various aspects of the cases, including
13 and not limited to, the risks and delays of further litigation (including and not limited to,
14 Defendant's motion to compel arbitration), the risks and expenses to the parties of proceeding
15 with class certification, representative adjudication, and trial, the law relating to off-the-clock
16 theory, meal and rest periods, representative Plaintiff Alvarado's claims and allegations, and
17 wage-and-hour enforcement, overtime exempt status, misclassification theory, arbitration
18 agreements, the evidence produced and analyzed, and the possibility of appeals, among other
19 things.³⁸ During all settlement discussions, the parties conducted their negotiations at arm's
20 length in an adversarial position.³⁹ Arriving at a settlement that was acceptable to the parties was
21 not easy.⁴⁰ Defendant and its counsel felt very strongly about Defendant's ability to prevail on
22 the merits and to obtain a denial of class certification, while Plaintiffs and Class Counsel
23 believed that class certification would be obtained and Plaintiffs would prevail at trial.⁴¹ After
24 conducting significant formal and informal discovery and investigations, extensive settlement
25

26 ³⁵ Aiwazian Decl., ¶ 6.

27 ³⁶ Ibid.

28 ³⁷ *Id.*, ¶ 8.

³⁸ Ibid.

³⁹ Ibid

⁴⁰ Ibid.

⁴¹ Ibid.

negotiations, and with the aid of the mediator's evaluation and mediator's proposal, the parties agreed that the matter was well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to the parties that would attend further litigation.⁴²

The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals. Class Counsel interviewed, and obtained information from Plaintiffs and other putative class members.⁴³ 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 applicable law, which is constantly evolving as it relates to certification, off-the-clock theory, meal and rest periods, overtime exempt status, misclassification theory, arbitration agreements, representative PAGA claims, wage-and-hour enforcement, Plaintiffs' claims and damages, and Defendant's defenses, as well as facts discovered.⁴⁴ The Settlement was based on this large volume of facts, evidence, and investigation.⁴⁵ Additionally, Class Counsel have extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.⁴⁶

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

The Settlement, which provides for a Total Settlement Amount of \$950,000.00, represents a fair, adequate, and reasonable resolution of the matter, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.⁴⁷ 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.⁴⁸ Had the actions not settled, Defendant would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendant contended

⁴² Aiwazian Decl., ¶ 8.

⁴³ *Id.*, ¶ 6.

⁴⁴ *Ibid.*

⁴⁵ *Id.*, ¶¶ 6 & 8.

⁴⁶ *Id.*, ¶¶ 15-18; Declaration of Heather Davis ("Davis Decl."), ¶¶ 2-10.

⁴⁷ Aiwazian Decl., ¶¶ 8 & 21.

⁴⁸ *Id.*, ¶¶ 5-8.

1 that individualized questions of fact predominate over any common issues, and these issues
2 would pose challenges to certification and representative adjudication. Defendant would have
3 likely argued again at trial, if any, that Plaintiffs' claims were not appropriate for class-wide
4 and/or representative adjudication. On the other hand, Defendant also faced the risk of the Court
5 certifying a class and allowing a jury to decide Plaintiffs' claims on a class-wide or
6 representative basis. Additionally, preparation for trial would have been expensive for all
7 parties.

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

26 It would be grossly inefficient for such a large class of current and former employees to
27 bring individual actions to recover from Defendant for the alleged violations of wage-and-hour
28 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 Total Settlement Amount of \$950,000.00, represents a fair, reasonable, and adequate resolution of the cases. The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in this matter. Moreover, considering all of the facts in the cases, the Total Settlement Amount represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$316,635.00, litigation costs and expenses in the amount of \$11,315.71, Service Awards in the combined amount of \$20,000.00, Settlement Administration Expenses in the amount of \$10,000.00, and LWDA Payment in the amount of \$75,000.00 from the Total Settlement Amount of \$950,000.00, the Net Distribution Fund is currently estimated to be \$517,049.29.⁴⁹ Under the Settlement Agreement, the Total Settlement Amount 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 Distribution Fund, based on the number of Workweeks credited to him or her during the Class Period. To date, there are 634 Settlement Class Members, representing 99.85% of the Class Members.⁵⁰ The highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be at least \$7,477.14 and the average Individual Settlement Payment is currently estimated to be at least \$786.06.⁵¹ 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

⁴⁹ Simpluris Decl., ¶ 10; see n.5, *supra*.

⁵⁰ *Id.*, ¶¶ 11.

⁵¹ *Ibid*; see n.29, *supra*.

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 Distribution Fund. In light of the above considerations, Class Counsel believe that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members.⁵² Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, have 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 have extensive experience in employment class action law and complex wage-and-hour litigation.⁵³ The law firms of Lawyers for Justice, PC and Protection Law Group, LLP have been appointed class counsel in numerous complex wage-and-hour cases, and have recovered millions of dollars for individuals in California.⁵⁴ 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 cases and in the context of a private, consensual settlement agreement.

E. There Are No Objections to the Settlement.

The Settlement has been well received by the Classes – ***not a single Class Member objected to the Settlement.***⁵⁵ Specifically, no objections have been made as to the Total Settlement Amount or requested Class Counsel Award, Service Awards, Settlement Administration Expenses, or the allocation for PAGA Payment. California courts have consistently found that a small number of objectors indicates the class’ support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval

⁵² Aiwazian Decl., ¶ 21.

⁵³ *Id.*, ¶¶ 15-18; Davis Decl., ¶¶ 2-10.

⁵⁴ *Ibid.*

⁵⁵ Simpluris Decl., ¶¶ 8 & 9.

1 granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final
2 approval granted despite 9 objectors).

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

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

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

10 Trial courts have "wide latitude" in assessing the value of attorneys' fees and their
11 decisions will "'not be disturbed on appeal absent a manifest abuse of discretion.'" *Lealao v.*
12 *Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122,
13 1132 (The "experienced trial judge is the best judge of the value of professional services
14 rendered in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118.
15 Where the amount of a settlement is a "certain easily calculable sum of money," California
16 courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and
17 Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; *see also*
18 *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at 1808.
19 The percentage-of-the-benefit approach is preferred in class and representative actions because
20 "it better approximates the workings of the marketplace than the lodestar approach." *Lealao,*
21 *supra*, 82 Cal.App.4th at 49.

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

the representative actions that often relieve the courts of the need to separately adjudicate numerous claims.” *Lealao, supra*, 82 Cal.App.4th at 53.

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

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

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

California and federal courts have long recognized that an appropriate method for determining the award of attorneys’ fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (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, 34.⁵⁶ 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 increasingly necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify legal action on an individual basis. Accordingly, in determining a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue such litigation in order to achieve increased access to the judicial system for meritorious claims and to enhance deterrents to wrongdoing. This is especially true in situations where multiple similar alleged wrongs would not be economically feasible to pursue individually, such as here. See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

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⁵⁶ 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 When the cases were originally filed, not only were they inescapably contingent, but the
2 prospect of a long, drawn-out battle with a defendant represented by experienced counsel, was
3 almost a certainty. By taking on this “battle” on a contingency basis, Class Counsel risked
4 substantial economic loss if the results were not successful. This substantial risk is the reason
5 that the courts approve the use of the percentage method when a settlement is obtained by the
6 efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49
7 (discussing the risks of engaging in litigation without certainty of compensation).

8 Under the terms of the Settlement Agreement, Defendant will pay a Total Settlement
9 Amount of \$950,000.00 on a non-reversionary basis. The requested attorneys’ fees are thirty-
10 three point three three percent (33.33%) of the total value of the monetary settlement. In light of
11 Class Counsel’s successful prosecution and resolution of the cases, the requested attorneys’ fees
12 are appropriate and reasonable.

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

20 The percentage method is consistent with, and is intended to mirror, the practice in the
21 private marketplace where contingent-fee attorneys typically negotiate percentage-fee
22 arrangements with their clients. Named plaintiffs’ agreement to pay a contingent fee is powerful
23 evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel’s work to
24 the class is to review the consideration agreed to be paid by the named plaintiffs’. If the named
25 plaintiffs’ have employed counsel on a contingency-fee basis, it would indeed be inequitable for
26 the members of the class, who will enjoy the benefits of the settlement without incurring the
27 risks of bringing the claim, to pay less than the named plaintiffs’. In this case, Plaintiffs have
28

1 agreed to a contingency fee of at least thirty-three point three three percent (33.33%) of the
2 recovery.⁵⁷

3 Furthermore, a percentage-fee award is not dependent on a determination of the actual
4 amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In
5 *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is
6 equitable that [the attorney’s] compensation and expenses should come from the entire fund
7 saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.*
8 (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be
9 calculated on the basis of the total fund made available rather than the actual payments made to
10 the class.” *Lealao, supra*, 82 Cal.App.4th at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a
11 litigant or a lawyer who recovers” a settlement “for the benefit of persons other than himself or
12 his client is entitled to a reasonable attorneys’ fee from the fund as a whole”).

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

18 Class Counsel have obtained a substantial recovery on behalf of Plaintiffs and the Non-
19 Exempt Class and the Salaried Class, and the results achieved justify an attorneys’ fees award
20 that is the equivalent of the standard market fee and that is consistent with the contingency-fee
21 agreement entered into by and between Plaintiffs and Class Counsel. Thus, the requested
22 attorneys’ fees are appropriate.

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

25 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors
26 to be considered in determining whether fee awards are reasonable: (1) the time and labor
27 required; (2) the novelty and difficulty of the questions involved; (3) the skill required to perform

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⁵⁷ Aiwazian Decl., ¶ 9.

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 \$316,635.00 (which is one-third of the Total Settlement Amount) is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of Class Counsel's fee and the risks taken in commencing the cases, the skill and determination required, the results that Class Counsel have achieved, and the value of the settlement that Class Counsel have obtained for the Class Members.

1. Time & Labor.

Multiple law firms combined their experience and skills, and dedicated the full extent of resources, to litigate and bring this matter to a successful conclusion on behalf of the Non-Exempt Class and the Salaried Class. Moreover, as demonstrated in the supporting declarations, Class Counsel have extensive experience in the handling of class actions and complex litigation matters.⁵⁸

As outlined in the Declarations of Edwin Aiwarzian and Heather Davis, Class Counsel have fully and actively participated in litigation of the cases.⁵⁹ Prior to commencing the lawsuits, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendant's business, and its operations and employment policies, practices, and procedures.⁶⁰ During the litigation of the actions, Class Counsel interviewed Plaintiffs and other putative class members; propounded formal written discovery requests; reviewed and analyzed

⁵⁸ Aiwarzian Decl., ¶¶ 15-18; Davis Decl., ¶¶ 2-10.

⁵⁹ Aiwarzian Decl., ¶ 11 & Exh. A; Davis Decl., ¶ 19 & Exh. 1.

⁶⁰ Aiwarzian Decl., ¶ 6 & Exh. A; Davis Decl., ¶ 19 & Exh. 1.

1 thousands of pages of pages of documents and data produced by Defendant and obtained through
2 other sources; and prepared damages/valuation calculations.⁶¹ Class Counsel also met and
3 conferred with Defendant's counsel over the issues relating to pleadings, case management,
4 discovery, and production of documents and data, among other things; engaged in extensive
5 settlement negotiations with Defendant's counsel; and prepared for and attended court
6 proceedings, mediation, and settlement negotiations.⁶²

7 Class Counsel have devoted a considerable number of hours to this matter over the course
8 of the litigation process. The task and time charts, which are attached as exhibits to the
9 accompanying declarations of Edwin Aiwarzian and Heather Davis, set forth in detail the hours
10 that Lawyers for Justice, PC and Protection Law Group, LLP have spent performing tasks on
11 behalf of Plaintiffs, the Non-Exempt Class, the Salaried Class, and the State of California.⁶³ The
12 task and time charts are thorough and comprehensive, and were prepared so that the Court can
13 peruse them without having to set forth each and every task in the body of this Motion. The
14 Court is respectfully referred to the charts, which set forth the history of the work performed by
15 Lawyers for Justice, PC and Protection Law Group, LLP, commencing with the pre-filing
16 analysis and research, and continuing up to settlement and final approval. Collectively, Class
17 Counsel have spent 515.20 hours, with 413.10 hours spent by Lawyers for Justice, PC and
18 102.10 hours spent by Protection Law Group, LLP, performing tasks and to obtain a significant
19 recovery on behalf of Plaintiffs and the Non-Exempt Class and the Salaried Class.⁶⁴ These hours
20 were required to bring this matter to its successful conclusion. In light of the value of time
21 expended and the carrying of costs involved in litigating the cases, the requested attorneys' fees
22 are fair, adequate, and reasonable.

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

24 The skill required to properly litigate the cases is evident not only in the results achieved,
25 but in the steps necessary to reach the same. Defendant retained well-respected counsel to
26 represent its defenses. More specifically, Defendant and its counsel felt very strongly about

27 ⁶¹ Aiwarzian Decl., ¶ 6; Davis Decl., ¶ 19.

28 ⁶² Aiwarzian Decl., ¶ 6; Davis Decl., ¶ 19.

⁶³ Aiwarzian Decl., Exh. A; Davis Decl., Exh. 1.

⁶⁴ Aiwarzian Decl., ¶ 11 & Exh. A; Davis Decl., ¶ 19 & Exh. 1.

Defendant's ability to obtain a denial of certification and to prevail on the merits. Plaintiffs and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing the cases, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the matter to trial on a class-wide basis if Defendant did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declarations of Edwin Aiwasian and Heather Davis, Class Counsel used their extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.⁶⁵

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

The Settlement represents an excellent resolution of the actions, given the risks inherent in litigating the cases through certification proceedings, trial, and/or appeals. Had the cases not settled, 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 matter for trial would have been expensive for the parties.

The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings. The Settlement offers present relief and/or recovery to 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 Total Settlement Amount of \$950,000.00 to settle the matter. After deducting the

⁶⁵ Aiwasian Decl., ¶¶ 15-18; Davis Decl., ¶¶ 2-10.

attorneys' fees (\$316,635.00), litigation costs and expenses (combined, \$11,315.71), Service Awards (combined, \$20,000.00), Settlement Administration Expenses (\$10,000.00), and LWDA Payment (\$75,000.00) from the Total Settlement Amount, it is currently estimated that the Net Distribution Fund is approximately \$517,049.29.⁶⁶ The Net Distribution Fund will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Payment to a Settlement Class Member is currently estimated to be at least \$7,477.14 and the average Individual Settlement Payment is currently estimated to be at least \$786.06.⁶⁷ The Settlement offers significant monetary relief to the Class Members.

4. Whether the Fee Is Fixed or Contingent.

Plaintiffs entered into contingency fee agreements with Class Counsel, and the representation of the Non-Exempt Class and the Salaried Class provided by Class Counsel has been wholly contingent. Class Counsel took on the cases without knowing whether any recovery would be obtained. Class Counsel have collectively invested 515.20 hours of time to obtain relief on behalf of Plaintiffs and the Non-Exempt Class and the Salaried Class.⁶⁸ Class Counsel have also collectively incurred litigation costs and expenses in the amount of \$11,315.71.⁶⁹

Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷⁰ Class Counsel are well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.⁷¹ The skill and determination that Class Counsel have shown, along with the results obtained, justify the requested attorneys' fees and costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

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

A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the

⁶⁶ Simpluris Decl., ¶ 10; see n.6, *supra*.

⁶⁷ *Id.*, ¶ 11; see n.29, *supra*.

⁶⁸ Aiwasian Decl., ¶ 11 & Exh. A; Davis Decl., ¶ 19 & Exh. 1.

⁶⁹ See Part VII, *infra*.

⁷⁰ Aiwasian Decl., ¶ 19.

⁷¹ See Aiwasian Decl., ¶¶ 15-18; Davis Decl., ¶¶ 2-10.

1 risk of not being paid and provides legal services is not receiving the fair market
2 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.

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

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

9 The results achieved, in light of the difficulties inherent in similar cases and the specific
10 difficulties faced in this matter, are considerable. The Settlement has yielded a positive response
11 from the Class Members—no Class Members objected to the Settlement.⁷²

12 The court in *Camden* noted that, “a key element of the common fund case is that fees are
13 [...] taken from the fund [...] and a common fund is itself the measure of success ... [and]
14 represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768,
15 fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8,
16 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

17 Here, the results achieved and obtained on behalf of Plaintiffs and the Non-Exempt Class
18 and the Salaried Class are reasonable in light of the risks inherent in further litigating this matter.
19 Class Counsel’s efforts have resulted in a settlement that provides for a Total Settlement Amount
20 of \$950,000.00.⁷³ The Total Settlement Amount will be fully paid out, in accordance with the
21 terms of the Settlement Agreement. The highest Individual Settlement Payment to a Settlement
22 Class Member is currently estimated to be at least \$7,477.14 and the average Individual
23 Settlement Payment is currently estimated to be at least \$786.06.⁷⁴

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

25 Both Lawyers for Justice, PC and Protection Law Group, LLP are recognized class action
26 law firms that employed their attorneys’ knowledge, skills, and experience in bringing the cases

27
28 ⁷² Simpluris Decl., ¶ 17.

⁷³ Aiwazian Decl., ¶¶ 5-8.

⁷⁴ Simpluris Decl., ¶ 11; see n.29, *supra*.

to a successful conclusion. Class Counsel have years of complex and class action litigation experience, have recovered millions of dollars on behalf of thousands of individuals in California, and have 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 Have 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.

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

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

As discussed above, the cases were highly contested and required a significant amount of time and labor. Defendant made it clear very early on that it disputed all of the allegations of the cases and disputed that the matter was appropriate for class or representative treatment.

⁷⁵ Aiwasian Decl., ¶¶ 15-18; Davis Decl., ¶¶ 2-10.

Defendant raised affirmative defenses and denied liability, and the pursuit of this matter involved gathering and analyzing data not only from Defendant but also from the Class Members. The handling of the cases involved a great amount of effort, and also required and involved the exercise of a high level of skill, which Class Counsel have as a result of their extensive experience in employment class actions and complex wage-and-hour litigation. Long and difficult battles would have followed as the cases moved toward certification and trial, including taking and defending depositions of Defendant's Person Most Knowledgeable designees, percipient witnesses, and experts, propounding additional discovery requests and conducting additional document production, and engaging in extensive motion practice. As Class Counsel geared up for these battles, Class Counsel undertook intense preparation in an attempt to resolve the entire matter through mediation.

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

As discussed above in Part VI.C.1, *infra*, attached to the Declarations of Edwin Aiwasian and Heather Davis, are task and time charts that set forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiffs, the Non-Exempt Class, the Salaried Class, and the State of California, and the time required for completing those tasks.⁷⁶ The charts demonstrate that Lawyers for Justice, PC and Protection Law Group, LLP have spent a total of 515.20 hours litigating the cases and finalizing the Settlement.⁷⁷ In light of the facts and circumstances of the matter, as well as the results that Class Counsel have achieved on behalf of Plaintiffs and the Class Members, Class Counsel have spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

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⁷⁶ See Aiwasian Decl., Exh. A; Davis Decl., Exh. C.

⁷⁷ Aiwasian Decl., ¶ 11; Davis Decl., ¶ 23.

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

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

Class Counsel have been actively involved in this matter, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in this matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of their efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in reaching a settlement of \$950,000.00.

As set forth in the Declarations of Edwin Aiwasian, the professional backgrounds and experience of Lawyers for Justice, PC support a reasonable blended hourly rate of compensation of at least \$650 per hour for services provided by Lawyers for Justice, PC.⁷⁸ Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$650 for legal service performed, by courts of this state.⁷⁹ While the circumstances of every case is unique, the

⁷⁸ Aiwasian Decl., ¶ 12.

⁷⁹ For example, final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an 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 an 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 an hourly rate of \$780.77; and final approval of

fact remains that the work performed and efforts undertaken by Class Counsel on behalf of the Class Members justify the requested attorneys' fees.

Applying the rate of \$650 per hour to 413.10 hours for services provided by Lawyers for Justice, PC and for \$64,145.00 for services performed by Protection Law Group, LLP would place a reasonable value of \$332,660.00, based on lodestar, for the work performed by Class Counsel. However, Class Counsel only seek attorneys' fees in the amount of \$316,635.00, which is thirty three point three three percent (33.33%) of the total recovery, as provided for by the Settlement Agreement.

It also bears noting that a court may apply a multiplier in consideration for risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to compensate contingency fee attorneys at a fair market rate). 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*, *supra*, 24 Cal.4th 1122, 1132-34. 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. Courts have also approved fee awards with multipliers of 2 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without remand); *Wershba*, *supra*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a 2.52 multiplier on a lodestar cross-check); *Chavez*, *supra*, 162 Cal.App.4th at 66 (applying a 2.5 multiplier in a consumer class action).

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiffs respectfully request

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 an hourly rate of \$845.64. Aiwazian Decl., ¶ 12.

that the Court grant final approval of, and award, attorneys' fees in the amount of \$316,635.00 to Class Counsel.

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

The Settlement provides for reimbursement of litigation costs and expenses of up to \$45,000.00. As set forth in the Declarations of Edwin Aiwarzian and Heather Davis, Class Counsel seek reimbursement of a total of \$11,315.71 in litigation costs and expenses collectively incurred in these matters.⁸⁰ This amount was reasonable and necessary in the prosecution of the cases and to obtain the Settlement, and is less than the maximum amount allocated under the Settlement Agreement.⁸¹ The cost savings of \$18,684.29 will be part of the Net Distribution Fund, which will be distributed to Settlement Class Members in accordance with the Settlement.⁸² Accordingly, Plaintiffs request that the Court award litigation costs and expenses in the amount of \$11,315.71 to Class Counsel, of which \$11,004.61 will be paid to Lawyers for Justice, PC and \$311.10 will be paid to Protection Law Group, LLP.

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

As set forth in the accompanying Simpluris Declaration, the total costs incurred and to be incurred by Simpluris for the notice and settlement administration process are \$10,000.00.⁸³ The costs incurred and to be incurred include, but are not limited to, expenses for formatting, printing, translating, and mailing the Class Notice Packet to the Class Members; performing skip-trace searches on Class Notice Packets returned as undeliverable; re-mailing the Class Notice Packets to any updated addresses located by skip-trace search; receiving, reviewing, and processing Requests for Exclusion, Objections, and workweeks disputes (if any); handling inquiries from Class Members regarding the Settlement; calculating Individual Settlement

⁸⁰ Aiwarzian Decl., ¶ 19 & Exh. B; Davis Decl., ¶ 27 & Exh. D.

⁸¹ Aiwarzian Decl., ¶ 19.

⁸² Ibid.

⁸³ Simpluris Decl., ¶ 18.

1 Payments and preparing the associated tax forms; and transmitting payments, among other
2 things.⁸⁴

3 Accordingly, the Court should grant final approval of payment to Simpluris, a necessary
4 third-party for handling of the notice and settlement process, in the amount of \$10,000.00.

5 **IX. THE REQUESTED SERVICE AWARDS ARE FAIR AND REASONABLE, AND**
6 **SHOULD BE APPROVED.**

7 The Settlement provides for Service Awards in the amount of \$10,000.00 each to
8 Plaintiffs Ruben Alvarado and Whitey Davis to compensate Plaintiffs for the time and effort that
9 they expended on behalf of the Non-Exempt Class and the Salaried Class. The requested Service
10 Awards are both common and reasonable and should be awarded.

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

18 The requested Service Awards are fair and appropriate because Plaintiffs spent a
19 substantial amount of time and effort producing relevant documents and past employment
20 records, as well as providing the facts and evidence necessary to attempt to prove the
21 allegations.⁸⁵ Plaintiffs were available whenever Class Counsel needed them and actively tried to
22 obtain, and gave, information that would facilitate the pursuit of class and PAGA claims.⁸⁶
23 Plaintiffs spent numerous hours speaking with Class Counsel about their claims, describing their
24 work experiences with Defendant, and gathering and reviewing documents.⁸⁷ These services
25 merit the requested Service Awards to Plaintiffs, who have not received any compensation for
26

27 ⁸⁴ Simpluris Decl., ¶ 3.

28 ⁸⁵ Aiwazian Decl., ¶ 20; Declaration of Ruben Alvarado (“Alvarado Decl.”), ¶¶ 4-6; Declaration of Whitey Davis (“W. Davis Decl.”), ¶¶ 3-5.

⁸⁶ Aiwazian Decl., ¶ 20; Alvarado Decl., ¶¶ 3-5; W. Davis Decl., ¶¶ 3-5; Alvarado Decl., ¶¶ 3-5.

⁸⁷ Aiwazian Decl., ¶ 20; Alvarado Decl., ¶¶ 4-5; W. Davis Decl. ¶¶ 4-5.

1 their efforts on behalf of the Class Members to date.⁸⁸

2 The requested Service Awards were fully disclosed in the Class Notice that was mailed to
3 the Class Members. No objections were made with regards to the requested Service Awards.
4 Accordingly, it is appropriate and just for Plaintiffs Ruben Alvarado and Whitey Davis to each
5 receive \$10,000.00 as reasonable Service Awards, for their services on behalf of the Non-
6 Exempt Class, the Salaried Class, and the State of California, in addition to their individual
7 settlement payments.

8 **X. CONCLUSION**

9 For the foregoing reasons, Plaintiffs respectfully request that the Court grant final
10 approval of the Settlement, and award attorneys' fees and costs, Service Awards, Settlement
11 Administration Expenses, and allocation for the PAGA Payment, in their entirety, as sought
12 herein; and permit the filing of a memorandum that exceeds the page limit.

13
14 Dated: May 18, 2023

LAWYERS for JUSTICE, PC

15
16 By: _____



17 Brian J. St. John
18 *Attorneys for Plaintiffs Ruben Alvarado and Whitey*
19 *Davis and the Classes*

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28 _____
⁸⁸ Alvarado Decl., ¶ 9; W. Davis Decl., ¶ 9.