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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF PLACER

KEVIN HARRIS, individually and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

MCKESSON MEDICAL-SURGICAL
INC., a Delaware Corporation; and DOES
1-50, inclusive,

Defendants.

Case No. S-CV-0044686

Assigned for All Purposes to:

Hon. Garen Horst

Dept.: 42

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 27, 2024

Time: 8:30 a.m.

Complaint Filed: April 3, 2020

Trial Date: None Set

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1 **I. INTRODUCTION**

2 Plaintiff Kevin Harris (“Plaintiff”), on behalf of himself and the conditionally certified
3 Class and the PAGA Employees, brings this motion seeking final approval of a common fund,
4 non-reversionary wage and hour Class Action and PAGA Settlement of \$925,000.00 and
5 Defendants McKesson Medical-Surgical, Inc. (“Defendants”).

6 The Class Action and PAGA Settlement (“Settlement”) was preliminarily approved on
7 January 2, 2024. (Declaration of James R. Hawkins in Support of Final Approval (“Hawkins
8 Final Decl.”), Ex. 4.) The Parties and the Settlement Administrator, ILYM Group, Inc. (“ILYM”)
9 carried out the notice and other procedures ordered by this Court. The settlement notice was
10 mailed on January 16, 2024. The Class Members had until March 1, 2024 to submit a request for
11 exclusion, object to the Settlement or dispute their settlement share. The results of the notice
12 procedures indicate that the Class Members overwhelmingly approve of the Settlement. ILYM
13 received no objections and no requests for exclusion from the Settlement. (*See*, Declaration of
14 Nathalie Hernandez of ILYM Group, Inc. In Support of Final Approval (“Hernandez Decl.”),
15 generally). Accordingly, Plaintiff now seek final approval of the Settlement.

16 The proposed Settlement is fair, reasonable, and adequate, particularly in light of
17 Defendant’s legal and factual defenses both on certification and the merits. Class Counsel and
18 Defendant’s Counsel are experienced in wage and hour class action litigation, and both Parties
19 agree the Settlement is fair, reasonable, and adequate. The meaningful monetary recovery
20 provided for the Class Members in the Settlement Agreement supports a finding that the
21 settlement is fair, reasonable, and adequate particularly in light of the substantial risks inherent to
22 maintaining class action status through trial, the presence of arbitration agreements impacting the
23 Class Members, the complexity of the case, the time spent by the Parties in investigation,
24 discovery, mediation, preliminary approval, notice procedures, and final approval.

25 Thus, the Settlement meets the criteria for final approval and Plaintiff respectfully request
26 this Court grant final approval of the Settlement and enter the proposed Order and Judgment filed
27 concurrently herewith.

28 **II. SUMMARY OF SETTLEMENT TERMS**

The following is a summary of the key financial terms of the settlement and number of participating class members:

Gross Settlement Amount	\$925,000.00
Class Counsel Fees	\$308,333.33
Class Counsel Costs and Expenses	\$31,365.04 ¹
Class Representative Service Payment	\$10,000.00
Settlement Administrator Costs	\$12,000.00
LWDA Payment	\$48,562.50
Payment to Aggrieved	\$16,187.50
Estimated Net Settlement Amount	\$498,551.63

Total Class Members	258
Opt Outs	0
Objections	0
Participating Class Members	258

III. THE SETTLEMENT ADMINISTRATOR MAILED THE NOTICE AND THE CLASS WAS GIVEN THE BEST POSSIBLE NOTICE OF THE SETTLEMENT

In approving a class action settlement, due process requires “notice plus an opportunity to be heard and participate in the litigation, whether in person or through counsel. The notice must be the best practicable, ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’” *Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 812. Notably, while an absent class member must be provided notice, it is elementary that any failure to *receive* notice, in and of itself, is insufficient to show a due process violation. *Dagher v. Ford Motor Co.*, No. D072436, 2018 WL 4057400, at *6 (Cal. Ct. App. Aug. 27, 2018) [citing *Juris v. Inamed Corp.* (11th Cir. 2012) 685 F.3d 1294, 1321 (“Courts have consistently recognized that ... due process does not require that class members actually receive notice”)].

¹ This Court preliminary approved costs up to \$20,000 in its January 2, 2024 order, however Class Counsel respectfully requests actual costs incurred totaling \$31,365.04.

1 This Court appointed ILYM as the Settlement Administrator to provide notification
2 services and settlement administration pursuant to the terms of the Settlement. (Hernandez Decl.
3 ¶ 3). On December 28, 2023 ILYM received the class data from Defendant's counsel including
4 full name, social security number, last known mailing address, last known telephone number,
5 employment dates, and pay periods for each Class Member. (Id. ¶ 5).

6 On January 16, 2024 ILYM mailed the Notice to 258 Class Members. (Id. ¶ 7). The
7 Notices advised Class Members of their right to request exclusion from the Settlement, object to
8 the Settlement, dispute their pay periods, or do nothing, and the implications of each such action.
9 The Notice advised Class Members of applicable deadlines and other events, including the Final
10 Approval Hearing, and how Class Members could obtain additional information, including a toll-
11 free telephone number. (Hawkins Decl. ¶ 11). The Notice also disclosed the claims that would be
12 released upon final approval and each Settlement Class Member's total pay periods worked
13 during the Class Period and estimated individual settlement payment based thereon. (Id.).

14 As of the date of this filing, a total of 19 Notices were returned to ILYM by the U.S.
15 Postal Service. (Hernandez Decl. ¶ 8). ILYM promptly re-mailed one (1) of these notices using a
16 provided forwarding address, and found updated addresses for 14 of these notices after
17 performing a computerized skip-trace on the remaining undelivered notices. Ultimately only four
18 (4) notices remained undelivered following a skip-trace or other search using the name, address,
19 and/or social security number of the class member (Id. ¶¶ 9-10). ILYM successfully reached and
20 delivered Notice to 254 of the 258 Class Members, which represents 98.4% of the Settlement
21 Class. (Id. ¶ 10).

22 The deadline to object or request exclusion from the Settlement was March 1, 2024,
23 except for those remailed notices. (Id. ¶ 11; Settlement § C.5). No Settlement Class Members
24 have requested exclusion, and no Class Members have objected to the Settlement. (Id., ¶¶ 11-13).
25 100% of Settlement Class Members will participate in the Settlement. (Id. at ¶ 14.)

26 Further, the terms of the Class Notice, which were approved by the Court, fully complied
27 with the requirements of California Rules of Court, Rule 3.769(f). It provided Class Members
28 with all relevant information needed to make an informed decision whether to participate in, to

1 opt-out of, or to object to the Settlement. It provided an explanation of the litigation and proposed
2 Settlement terms, and procedures on how to opt out, object to, and/or appear at the final fairness
3 hearing. The documentation provided an explanation of the case, the exclusion date and
4 procedure for exclusion, the proposed attorneys' fees, litigation costs, administration costs,
5 PAGA penalty allocation to the LWDA, the proposed service awards, and the individual Class
6 Members' estimated recoveries, which were all included in the class notice packets. It also stated
7 that those who do not opt out will be bound by the Settlement and Class release. Moreover, the
8 Court diligently approved the Notice Packet as to form and content in its Preliminary Approval
9 Order. Therefore, the Court may proceed to determine the fairness and adequacy of the Parties'
10 class action settlement and order its approval, secure in the knowledge that all Class Members
11 have been given the opportunity to participate fully in the notice process, and have been fully
12 apprised of their rights and options, including their rights to object or request exclusion from the
13 Settlement.

14 ILYM followed the notice procedures delineated in the Preliminary Approval Order and
15 Settlement. Thus, notice to the Class of the proposed Settlement was reasonably calculated, under
16 all the circumstances, to apprise the Class Members of the pendency of the action and afforded
17 them an opportunity to opt out of, object to, or dispute the settlement.

18 **IV. FINAL APPROVAL OF THE SETTLEMENT SHOULD BE GRANTED.**

19 **A. Legal Standard for Final Approval of Class Action Settlements.**

20 “[V]oluntary conciliation and settlement are the preferred means of dispute resolution.
21 This is especially true in complex class action litigation” *7-Eleven Owners for Fair*
22 *Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1140, 1151 (quoting *Officers for Justice*
23 *v. Civil Serv. Comm. of the City and Cnty. & S.F.* (9th Cir. 1982) 688 F.2d 615, 625). A class
24 action may not be dismissed, compromised, or settled without the Court's approval. Cal. Rules of
25 Court (“CRC”) 3.769 and 3.770. The decision to approve or reject a proposed settlement is
26 committed to the trial court's sound discretion. *Wershba v. Apple Comp., Inc.* (2001) 91 Cal. App.
27 4th 224, 234-35. Accordingly, when evaluating a class action settlement for final approval, the
28 Court should give “[due] regard to what is otherwise a private consensual agreement between the

1 parties.” *Id.* at 245. The Court’s inquiry thus is limited to whether the proposed settlement is “fair,
2 adequate, and reasonable.” *Id.* at 244-45; *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794,
3 1801. A settlement is “fair, adequate and reasonable” warranting final approval when “the
4 interests of the class are better served by the settlement than by further litigation.” Manual for
5 Complex Litigation (4th ed. 2008) § 21.61.

6 CRC 3.769 explains the procedure for final approval of a class action settlement, which
7 involves three distinct steps: (1) Preliminary approval of the proposed settlement at an informal
8 hearing; (2) Dissemination of mailed and/or published notice of the settlement to all affected
9 Class Members; and (3) A “formal fairness hearing,” or final settlement approval hearing, at
10 which Class Members may be heard regarding the settlement, and at which matters concerning
11 the fairness, adequacy, and reasonableness of the settlement may be presented.

12 In this case, the first step is complete. The first step was completed on January 2, 2024,
13 when the Court preliminarily approved the Settlement and determined that it was within the range
14 of possible final approval. (Hawkins Final Decl., Ex. 3). The second step, dissemination of Notice
15 to the Settlement Class, was completed on January 16, 2024. (Hernandez Decl., ¶ 7).

16 The third and final step in the settlement approval process is the Final Approval Hearing,
17 at which the Court determines whether the Settlement is fair, adequate, and reasonable. A
18 settlement agreement is presumptively fair when it is (1) the product of arm’s-length bargaining;
19 (2) supported by sufficient investigation and/or discovery to allow assessment of Plaintiff’s
20 claims; (3) supported by experienced counsel; and (4) subject to only a small percentage of
21 objections. *In re Cellphone Fee Termination Cases* (2010) 186 Cal. App. 4th 1380, 1389 quoting
22 *Dunk*, 48 Cal. App. 4th at 1802); *Chavez v. Netflix, Inc.* (2018) 162 Cal. App. 4th 43, 52 (2008).

23 Following the final approval hearing, the Court will decide whether to enter a final order
24 approving the Settlement and enter judgment thereon. CRC 3.769(h). To do so, California courts
25 consider several factors, including the strength of the Plaintiff’s case; the risk, expense,
26 complexity, and likely duration of further litigation; the risk of maintaining class action status
27 through trial; the value of the settlement; the extent of discovery completed and the stage of the
28 proceedings; the experience and views of counsel; and the reaction of the class members to the

1 proposed settlement. *Wershba*, 91 Cal. App. 4th at 244-45. “The list of factors is not exclusive
2 and the court is free to engage in a balancing and weighing of factors depending on the
3 circumstances of each case.” *Id.* at 245. Courts must also give:

4 proper deference to the private consensual decision of the parties, [since] the court’s
5 intrusion upon what is otherwise a private consensual agreement negotiated
6 between the parties to a lawsuit must be limited to the extent necessary to reach a
7 reasoned judgment that the agreement is not the product of fraud or overreaching
by, or collusion between, the negotiating parties, and the settlement, taken as a
whole, is fair, reasonable and adequate to all concerned.

8 *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027. For the reasons set forth below,
9 the Court should complete the third step, and grant final approval of the Settlement.

10 **B. The Settlement is the Product of Arm’s Length Bargaining and the Strength**
11 **of Plaintiff’s Case, the Risks of Class Certification, and the Expense of**
Further Litigation Favor the Court’s Final Approval.

12 Every case involves some level of uncertainty with respect to the outcome of the merits.
13 Settlement resolves that inherent uncertainty and is therefore strongly favored by the courts,
14 particularly in class actions. See *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943,
15 950. So too here. Plaintiff recognized several significant risks inherent in litigating this case
16 including the low likelihood of defeating Class Member arbitration agreements, the probability of
17 certifying the action as a class action, the probability of maintaining the class action status
18 through trial and any appeals, the likelihood of class action recovery at trial after analyzing the
19 merits of Defendant’s legal defenses, and the current state of the law regarding certification and
20 establishing common questions of fact. While Class Counsel believes Plaintiff’s claims are
21 meritorious, Defendant has denied liability, disputed damages and penalties, and raised factual
22 and legal arguments which could render the Class Members’ claims worthless at either class
23 certification or trial. (Hawkins Final Decl. ¶¶ 26-29). A detailed summary of Plaintiff’s claims,
24 Defendant’s corresponding defenses, and the resulting analysis of Defendant’s realistic exposure
25 is provided in the Declaration of James Hawkins in Support of Preliminary Approval (Hawkins
26 Preliminary Decl. ¶ 12). Defendant’s defenses included, *inter alia*, that their policies and practices
27 were legally compliant, that Plaintiff’s claims were not certifiable, that changes in the law
28

1 regarding claims would undermine Plaintiff's claims, and that PAGA penalties would likely be
2 reduced by the Court. (Id.)

3 While the proposed Settlement may be less than the amount that the Class could
4 potentially recover following trial, it is highly unlikely that Plaintiff and the Class would receive
5 the full amount to which they believe they are entitled for the reasons discussed above. As such,
6 the Gross Settlement Amount, even if only a fraction of a total potential recovery, is a fair and
7 adequate real recovery for Class Members. *In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213
8 F.3d 454, 459. ("It is well-settled law that a cash settlement amounting to only a fraction of the
9 potential recovery does not per se render the settlement inadequate or unfair.") (internal
10 quotations omitted). The Settlement achieved was reached through arm's length bargaining and
11 with the assistance of a well-respected wage and hour mediator, Hon. Ronald M. Sabraw (ret.).
12 (Hawkins Final Decl. ¶ 23.)

13 **C. The Value and Fairness of the Settlement Favors the Court's Final**
14 **Approval.**

15 In evaluating the fairness of consideration offered in settlement, it is not the role of the
16 courts to second guess the negotiated resolution of the litigants. "[T]he court's intrusion upon
17 what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must
18 be limited to the extent necessary to reach a reasoned judgment that the agreement is not the
19 product of fraud or overreaching by, or collusion between, the negotiating parties, and that the
20 settlement, taken as a whole, is fair, reasonable, and adequate to all concerned." *Hanlon*, 150 F.
21 3d 1027. The issue is not whether the settlement could have been better in some fashion, but
22 whether it is fair. *Id.*

23 In this case, Defendant has consistently denied liability, disputed Plaintiff's claimed
24 damages, and raised formidable factual and legal arguments which could potentially defeat Class
25 Members' claims at either class certification or trial. Given these available grounds for defending
26 against the asserted class claims and the risks of maintaining class certification through the trial of
27 the action and throughout any appeals, the Settlement is fair, reasonable, and adequate. (Hawkins
28 Final Decl. ¶¶ 23-30, 43-44).

1 Plaintiff, through Class Counsel, secured a common fund of \$925,000.00 for the Settlement
2 of the claims alleged in the class action. Indeed, the monetary relief provided by the Settlement is
3 a meaningful recovery to the Class warranting final approval. The sum is well within the ballpark
4 of reasonableness. The 258 Participating Class Members will be paid a pro-rata portion of the Net
5 Settlement Amount. As of the filing of this motion, the highest Individual Settlement Share to a
6 Settlement Class Member was estimated to be approximately \$4,385.58, the average Individual
7 Settlement Share is currently estimated to be approximately \$1,932.37. (Hernandez Decl. ¶ 14).
8 Further, the amount obtained per Participating Class Member on a gross basis, \$3,585.27 per
9 participating Class Members ($\$925,000 / 258$ participating Class Members) compares extremely
10 favorably to similar class action settlements, including the following cases. *See, Salguero v. Deliv,*
11 *Inc.*, Case No. 19STCV32534, Los Angeles County Superior Court (2021) (\$635,000.00 class
12 action and PAGA settlement for 3,021 class members, with average payment on a gross basis of
13 \$210.20); *Sanderson v. A Bright Future*, Case No. 34-2019-00252816-CU-OE-GDS, Sacramento
14 County Superior Court (2020) (\$105,000.00 class action and PAGA settlement for 471 class
15 members, with an average payment on a gross basis of \$222.93); *Ortegon-Ramirez v. Cedar Fair,*
16 *L.P.*, Case No. 1-13-CV-254098, Santa Clara County Superior Court (2015) (\$4,750,000.00 class
17 action and PAGA settlement for 31,425 class members with an average payment on a gross basis
18 of \$151.15).

19 In conjunction with the Motion for Preliminary Approval, Class Counsel provided a
20 detailed description of the claims, defenses and Defendant's potential exposure on those claims,
21 thereby providing the Court with a sufficient understanding of the amount in controversy and
22 potential outcomes of the case, so that it can properly evaluate the sufficiency of the Settlement,
23 as required in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30 (2008) (trial court
24 needs sufficient information about the potential value of the case and issues to review the
25 reasonableness of the settlement). (*See, Hawkins Prelim. Decl. generally.*) At the time of
26 preliminary approval, the Court determined that the Settlement appeared to be fair, adequate and
27 reasonable and favored approval. After the completion of the notice process, no Class Members
28 have opted out of the Settlement or objected to the Settlement. (Hernandez Decl. ¶¶ 11-13). Thus,

nothing has changed since the time of preliminary approval to undermine the reasonableness of the Settlement. The Settlement should be granted final approval.

D. The Parties' Investigation Favors the Court's Final Approval

"[T]he extent of discovery completed and the stage of proceedings" are factors considered in assessing the fairness, adequacy, and reasonableness of a class action Settlement. *Dunk*, 48 Cal. App. 4th at 1801. "This factor evaluates whether the parties have sufficient information to make an informed decision about settlement." *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 588 (N.D. Cal. 2015) (citation omitted).

Plaintiff and Defendant entered into the Settlement only after conducting an extensive investigation, which enabled Class Counsel and Defense Counsel to thoroughly evaluate the strengths and weaknesses of the claims. Class Counsel previously provided the Court with a detailed description of the investigation conducted in this action in Plaintiff's Motion for Preliminary Approval. The settlement negotiations between the Parties were extensive and occurred at arm's length. The Parties attended two full-day mediation sessions with the Hon. Ronald M. Sabraw (ret.), an experienced wage and hour mediator. Following a mediator's proposal issued at the second mediation, the Parties entered into a memorandum of understanding, and thereafter drafted and executed a long-form settlement agreement. Thus, the Parties' investigation and discovery are sufficient to allow Class Counsel and the Court to act intelligently. (Hawkins Final Decl. ¶¶ 22-24).

E. The Endorsement of the Parties' Counsel Favors Final Approval

The endorsement of experienced and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight. *Dunk*, 48 Cal. App. 4th at 1801-02; *see also Larsen v. Trader Joe's Company* (N.D. Cal. July 11, 2014) No. 11cv05188-WHO, 2014 WL 3404531 ("A [trial] court is entitled to give consideration to the opinion of competent counsel that the settlement is fair, reasonable, and adequate."). Here, counsel for both Parties have significant experience litigating wage and hour class actions and endorse the Settlement as being fair, adequate and reasonable. Class Counsel believes that the Settlement is the best interest of the Class, and an excellent result for the Class. (Hawkins Final Decl. ¶ 25-30). This endorsement of

counsel is entitled to significant weight in favor of final approval. *Boyd v. Bechtel Corp.* (N.D. Cal. Aug. 22, 1979) 485 F. Supp. 610, 622 (“The recommendations of Plaintiff’s counsel should be given a presumption of reasonableness.”).

F. The Reaction of the Class Favors Final Approval

As explained above, 100% of the Class will participate in the Settlement and there were no objections to the Settlement, both of which demonstrate that the Class Members overwhelmingly approve of the terms of the Settlement. (Hernandez Decl., ¶¶ 11-13). The Net Settlement Amount will be distributed *pro rata* to each of the participating Class Members based on their shifts worked during the Class Period as a percentage of all Class Members’ shifts worked within the Class Period. (*Id.* at ¶ 14).

V. THE PROPOSED PAGA ALLOCATIONS SHOULD BE FINALLY APPROVED

When PAGA claims are settled, the trial court must “review and approve” the settlement. Labor Code § 2699(l). In so doing, the court must consider whether the proposed “PAGA settlement is fair and adequate in view of the purposes and policies of the statute.” *O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1135 (N.D. Cal. 2016). The parties have agreed to, and the Court has approved, an allocation of \$64,750.00 as PAGA penalties, and the Court has granted preliminary approval of this allocation. (Hawkins Final Decl., Ex. 3). Of this amount, 75% (i.e., \$48,562.50) shall be sent to the Labor and Workforce Development Agency (LWDA), and the remaining 25% (i.e., \$16,187.50) shall be distributed to the Aggrieved Employees. (*Id.*).

This allocation is fair and reasonable given the nature of the PAGA claims, which has a limited 1-year statute of limitations. Furthermore, courts “repeatedly approve[] PAGA allocations of both smaller amounts and that comprised a smaller portion of the total settlement consideration in the agreements at issue.” (*See Davis v. Cox Commc’ns California, LLC*, No. 16cv989 BAS (BLM), 2017 WL 1496407, at *1 (S.D. Cal. Apr. 26, 2017) (preliminarily approving \$4,000 PAGA allocation in \$2710,000 settlement); *Moore v. Fitness Int’l, LLC*, No. 12cv1551 LAB (NLS), 2014 WL 12571448, at *5 (S.D. Cal. Jan. 22, 2014) (approving \$2,500 PAGA allocation when attorneys’

1 fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, No. 09cv1683 MMA
2 (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving \$3,000 PAGA allocation in
3 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, No. 08cv821 IEG (BLM), 2010 WL
4 2196104, at *2 (S.D. Cal. June 1, 2010) (approving \$3,000 PAGA allocation in \$1,000,000
5 settlement); *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D.
6 Cal. Apr. 3, 2009) (approving \$11,250 PAGA allocation in \$1,026,000 settlement); *In re Nordstrom*
7 *Commission Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]he trial court did not abuse its discretion
8 in approving a settlement which does not allocate any damages to the PAGA claims.”).)

9 Thus, the PAGA allocation of \$64,750.00 is well above a fair and reasonable range for the
10 PAGA penalties and should now be finally approved.

11 **VI. THE SETTLEMENT ADMINISTRATOR'S REQUESTED EXPENSES ARE**
12 **REASONABLE AND APPROPRIATE.**

13 In accordance with the Court’s Preliminary Approval Order, the parties retained a neutral
14 third-party administrator, ILYM Group, Inc. (“ILYM”), to administer the notice process. ILYM
15 Group was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the
17 Settlement, in the above referenced Action. Duties performed to-date and to be performed after
18 Final Approval of the Settlement is granted, include: (a) printing and mailing the Notice of Class
19 Action and PAGA Settlement and Hearing Date for Final Court Approval, Request for Exclusion
20 from the Settlement (Opt-Out), and Notice of Objection Form (collectively referred to as “Notice
21 Packet”); (b) receiving and processing Objection Forms and Opt-out Forms; (c) resolving
22 Settlement Class Members’ disputes over the number of pay periods, Defendants have record of
23 them working during the Class Period, which was pre-printed on their individualized Notice
24 Packet; (d) calculating individual settlement award amounts; (e) processing and mailing
25 settlement award checks; (f) handling tax withholdings as required by the Settlement and the
26 law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the
27 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing
28

1 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.
2 (Hernandez Decl. ¶ 3). The Court preliminarily approved up to \$12,000.00 for settlement
3 administration costs. (Hawkins Final Decl., Ex. 3.) ILYM will charge a total of \$12,000.00 in
4 costs associated with the administration of the Settlement. This includes all costs incurred to
5 date, as well as estimated costs involved in completing the Settlement. (Hernandez Decl. ¶15).
6 Plaintiff believes this is an appropriate amount for the settlement administration services
7 provided and respectfully requests the Court award this amount to ILYM. (Hawkins Final Decl.
8 ¶¶ 18-19).

9 **VII. CONCLUSION**

10 The preliminarily approved Settlement is the product of arm's length negotiations after
11 significant investigation and discovery, mediation, and negotiation. It provides meaningful
12 benefits to the Class Members that are discernibly fair when weighed against the significant
13 potential risks, delays, and costs of further litigation. The Class Members have overwhelmingly
14 accepted the Settlement as fair, reasonable, and adequate. Accordingly, Plaintiff, as Class
15 Representative, respectfully requests that the Court grant final approval to the Settlement.

16
17 Dated: June 3rd, 2024

Respectfully Submitted:

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19 **JAMES HAWKINS, APLC**

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21 By: 

James R. Hawkins
Christina M. Lucio
Mitchell J. Murray

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24 Attorneys for Plaintiff
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