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

ERNESTO DELGADO, as individuals and on
behalf of all others similarly situated,

Plaintiffs,

vs.

KLOECKNER METALS CORPORATION,
a Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20STCV22503

[Assigned to the Honorable Yvette M.
Palazuelos, Department 9]

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

Date: August 1, 2023
Time: 10:30 A.M.
Dept.: 9

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 1, 2023, at 10:30 A.M., or as soon thereafter as counsel may be heard, before the Honorable Yvette M. Palazuelos, in Courtroom 9 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012, Plaintiff Ernesto Delgado (“Plaintiff”) will seek an Order:

(1) granting final approval of the Second Amended Stipulated Settlement Agreement and Release of Claims (“Settlement Agreement” of “Stipulation”) in this matter;

(2) approving distribution of the settlement funds to the Participating Class Members pursuant to the terms of the Settlement Agreement;

(3) approving Plaintiff’s request for a Service Payment of \$10,000.00 to Plaintiff pursuant to the terms of the Settlement Agreement;

(4) approving Plaintiff’s request for an award of attorneys’ fees to Class Counsel for approximately one-third of the \$465,000.00 Gross Settlement Amount, or \$155,000.00, and reimbursement of litigation costs of \$18,525.49 pursuant to the terms of the Settlement Agreement;

(5) approving Plaintiff’s request for payment of the settlement administration costs to Phoenix Settlement Administrators in the amount of \$9,750.00 pursuant to the terms of the Settlement Agreement; and

(6) entering final judgment as to all members of the Settlement Class in this action.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. In light of the overwhelmingly positive response, as shown by the lack of objections and opts, there is no question that the settlement is fair, reasonable, and adequate and thus should be granted final approval.

This Motion will be based on the attached Memorandum of Point and Authorities and the supporting Declarations of Larry W. Lee, Kristen M. Agnew, Nicholas Rosenthal, and Ernesto Delgado, and Kevin Lee of Phoenix Settlement Administrators, and upon the oral arguments of counsel (should there be any), and on the complete records and file herein.

1
2 Dated: July 10, 2023

DIVERSITY LAW GROUP, P.C.

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4 By: 
5 Larry W. Lee
6 Kristen M. Agnew
7 Nicholas Rosenthal
8 Attorneys for Plaintiff and the Class
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1 **I. INTRODUCTION**

2 Plaintiff Ernesto Delgado (“Plaintiff”) now seeks the Court’s final approval of the class
3 action and PAGA settlement. The settlement provides for a \$465,000.00 **non-reversionary** fund
4 to be created for the benefit of the class, from which attorneys’ fees, litigation costs, service
5 payment to the Plaintiff, and costs of settlement administration are to be paid. The net settlement
6 fund after these deductions will be paid to all Participating Class Members who did not opt-out
7 of the settlement.

8 The history of this litigation was previously detailed in Plaintiff’s Motion for Preliminary
9 Approval of Class and Representative Action Settlement. The Court preliminarily approved this
10 Settlement on February 15, 2023, directing distribution of the settlement notice and scheduling
11 the hearing for final approval of settlement (the “Preliminary Approval Order”).

12 As directed by the Court, the Settlement Administrator distributed the settlement notice
13 to 336 Settlement Class Members. Declaration of Kevin Lee (“Admin Decl.”) (on behalf of
14 Phoenix Settlement Administrators (“Phoenix”)) ¶ 5. To date, zero Request(s) for Exclusion have
15 been received. *Id.* ¶ 8. No objections to the settlement were received. *Id.* ¶ 9. Finally, there are no
16 outstanding disputes. *Id.* ¶ 10. As such, there is over a 100% participation rate. Thus, an
17 inference can be made that the Settlement Class supports the Court’s Preliminary Approval
18 Order finding that the Settlement Agreement is fair and reasonable.

19 In sum, as a result of the settlement administration process, the lack of any objections and
20 opt-outs, and the amount of class funds being paid out to the Participating Class Members, the
21 Court may confirm its preliminary approval as this process supports the Court’s initial finding
22 that the settlement is fair and reasonable. The fact that no objections were filed is instructive that
23 Settlement Class Members believe that the settlement was fair and reasonable.

24 In addition to the results of the notice process, for the same reasons as set forth earlier in
25 Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement, the
26 following represent the basic points previously covered supporting approval of the settlement:

- 27 ▪ The settlement provides a total settlement sum of \$465,000.00 which is **non-**
28 **reversionary**;

- 1 ▪ The settlement is fair given that Participating Class Members will receive (*after*
- 2 *deductions for fees, costs, etc.*) a substantial amount of money (on average, each
- 3 Participating Class Member will receive approximately \$689.66);
- 4 ▪ Participating Class Members did not need to submit claim forms to participate in
- 5 the settlement, but are being paid automatically;
- 6 ▪ The allocation reflects that payment of claims will be paid to all Participating
- 7 Class Members in proportion to the number of weeks worked by each
- 8 Participating Class Member during the Class Period;
- 9 ▪ Plaintiff conducted significant investigation in this case, including the exchange
- 10 of written discovery, taking depositions, communicating with putative class
- 11 members, and reviewing payroll data and contact information for the entire class;
- 12 ▪ In conjunction with this Motion, Plaintiff will upload a copy of this motion to the
- 13 LWDA’s online portal; and
- 14 ▪ A highly regarded administrator, Phoenix Settlement Administrators, was retained
- 15 for \$9,750.00.

16 Accordingly, the Court should grant Final Approval consistent with the Preliminary
17 Approval Order.

18 **II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE**
19 **SETTLEMENT**

20 The notice procedures required by the Preliminary Approval Order have been followed
21 and satisfy all due process rights of Class Members. The Preliminary Approval Order
22 contemplated that the Notice of Proposed Class Action Settlement (the “Notice”), as approved in
23 the Preliminary Approval Order, be sent to all Settlement Class Members by first class mail, as
24 specified in the Settlement Agreement. The Preliminary Approval Order contemplated, further,
25 that Phoenix Settlement Administrators would serve as the Settlement Administrator.

26 As clearly stated in the Lee Declaration, notice was provided to Settlement Class
27 Members, as required by the Preliminary Approval Order. On March 7, 2023, the Settlement
28 Administrator received the Class List and Data from Defendant’s Counsel that included 336

1 Settlement Class Members. Admin Decl. ¶ 3. On or about March 13, 2023, each of the persons
2 identified on the mailing list were sent the Notice via first class mail. *Id.* ¶ 5. As part of the
3 administration process, the Settlement Administrator has re-mailed Notices to five (5) Settlement
4 Class Members using newly updated addresses after performing a skip-trace using the U.S.
5 Postal Service National Change of Address Database, one of the most comprehensive address
6 databases available for skip tracing. *Id.* ¶ 6. As of the date of this filing, zero (0) Notices remain
7 undeliverable. *Id.* ¶ 7. Further, the Notice provided Settlement Class Members with Class
8 Counsel’s contact information, where they could further seek information regarding the
9 settlement, leave questions for the Settlement Administrator, and update their address.

10 The provision of sending the notice to class members as described above meets the
11 requirements for the “best notice practicable” in this case as necessary to protect the due process
12 rights of class members. *See, Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)
13 (provision of “best notice practicable” with description of the litigation and explanation of opt-
14 out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974)
15 (individual notice must be sent to class members who can be identified through reasonable
16 means); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best
17 practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise
18 interested parties of the pendency of the action and afford them an opportunity to present their
19 objections”).

20 Here, the Settlement Class Members were provided with a mailing regarding the
21 settlement that explained the settlement and allowed Settlement Class Members to seek
22 information, ask questions, seek additional forms, and object, if so desired. As such, proper
23 notice has been given to the Settlement Class Members. Thus, the Court may proceed to
24 determine the fairness and adequacy of the settlement and enter its Order granting final approval,
25 secure in the knowledge that all absent Settlement Class Members have been given the
26 opportunity to participate fully in the claims, exclusion, and the approval process.

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28 //

1 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE,**
2 **AND THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

3 **A. Strength of Plaintiff's Case and Likelihood of Certifying the Class**

4 In order to proceed as a class, there are two requirements which must be met—
5 ascertainability and community of interest. *See Daar v. Yellow Cab Co.*, 67 Cal. 2d. 695, 704
6 (1967); *Vasquez v. Superior Court*, 4 Cal. 3d 800 (1971) (there are two basic requirements which
7 must exist to sustain a class action: “[t]he first is existence of an ascertainable class, and the
8 second is a well-defined community of interest in the questions of law and fact involved.”) “The
9 community of interest requirement embodies three factors: (1) predominant common questions
10 of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class
11 representatives who can adequately represent the class.” *Richmond v. Dart Industries*, 29 Cal. 3d.
12 462, 470 (1981).

13 **1. The Class is Ascertainable**

14 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure § 382
15 “is determined by examining (1) class definition, (2) the size of the class, and (3) the means
16 available for identifying the class members.” *Reyes v. San Diego County Board of Supervisors*,
17 196 Cal. App. 3d 1263, 1271 (1987). Here, the Settlement Class is defined as: “all persons
18 employed by Defendant as an hourly non-exempt employee during the Class Period.” There are
19 336 individuals that comprise the Settlement Class. Admin Decl. ¶ 3. This is far more than the
20 minimum required to certify a class. Within the context of manageability, the issue is whether
21 there exists sufficient means for identifying class members at the remedial stage. *Reyes*, 196 Cal.
22 App. 3d at 1274-75. Settlement Class Members have already been identified by Defendant and
23 notice was provided to all of the above Settlement Class Members.

24 **2. There is a Community of Interest**

25 The “community of interest” requirement embodies three separate factors: (1)
26 predominant common questions of law or fact; (2) class representatives whose claims are typical
27 of the class; and (3) class representatives who can adequately represent the class. *Richmond*, 29
28 Cal. 3d at 470; *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).

//

1 **a. There are Predominant Common Questions of Law and Fact**

2 “The ultimate question in every case of this type [class actions] is whether...the issues
3 which may be jointly tried, when compared with those requiring separate adjudication, are so
4 numerous and substantial that the maintenance of a class action would be advantageous to the
5 judicial process and to the litigants.” *Lockheed Martin Corp. v. Superior Court*, 29 Cal. 4th 1096,
6 1104-05 (2003).

7 Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure,
8 failed to provide proper off-duty meal and rest breaks, provide accurate itemized wage
9 statements, and timely pay all wages owed upon separation of employment. Specifically,
10 Plaintiff alleges that due to Defendant’s timekeeping system that rounded meal period punch in
11 and out times, he and his fellow non-exempt workers did not receive meal period premium pay
12 for late or short meal periods because Defendant’s timekeeping system recorded them as legally
13 compliant meal periods. Employees were also not provided a second meal break for shifts of
14 twelve hours or longer. Plaintiff also alleges that Defendant required employees to remain on
15 work premises during rest breaks, which amounted to impermissible “on-duty” rest periods.
16 Moreover, whenever Plaintiff and other non-exempt employees were paid overtime and/or shift
17 differential wages, the corresponding wage statements failed to identify the applicable rates of
18 pay and number of hours worked for such wages. Finally, Plaintiff alleges that Defendant issued
19 final wages in the form of a pay card to Plaintiff and other employees upon separation of
20 employment. As the pay card was not fully cashable, usable at all financial institutions, and
21 accompanied by various fees with use, Plaintiff and other employees did not receive all wages
22 owed upon separation of employment. Defendant denies the allegations and contends that it
23 complied with its obligations under the law.

24 **b. Plaintiff’s Claims are Typical of the Class Claims**

25 The purported class representative’s claim must be “typical” but not necessarily identical
26 to the claims of other class members; it is sufficient that the representative is similarly situated so
27 that he or she will have the motive to litigate on behalf of the class. *Classen v. Weller*, 145 Cal.
28 App. 3d 27, 45 (1983). Courts look to whether class members have similar injuries, “whether the

1 action is based on conduct which is not unique to the named Plaintiff,” and whether other class
2 members were injured by the same conduct. *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508
3 (9th Cir. 1992). The purpose of the typicality requirement “is to assure that the interest of the
4 named representative aligns with the interests of the class.” *Id.* at 508.

5 Plaintiff was employed by Defendant as an hourly, non-exempt employee from about
6 January 5, 2014, to about December 20, 2019. During his employment, Plaintiff was sometimes
7 required to take meal breaks of less than thirty minutes or after the fifth hour of work. Plaintiff
8 was also not provided with a second meal break for shifts of more than twelve hours. Plaintiff
9 did not receive premium pay for missed, short, or late meal breaks. Declaration of Ernesto
10 Delgado (“Delgado Decl.”) ¶¶ 2-3. In addition, whenever Plaintiff earned overtime and/or shift
11 differential wages, the wage statements he received did not identify the rate of pay or number of
12 hours worked for these wages. Delgado Decl. ¶ 3. Finally, upon separation of employment,
13 Plaintiff was issued his final wages via a pay card, despite previously selecting an alternative
14 payment method. Plaintiff incurred various charges using the pay card, and thus did not receive
15 all wages owed to him. *Id.* ¶ 5. Thus, Plaintiff’s claims are typical to those of Settlement Class
16 Members.

17 c. Plaintiff Adequately Represented the Class

18 The class representative, through qualified counsel, must be capable of “vigorously and
19 tenaciously” protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d
20 834, 846 (1984). Here, Plaintiff does not have any interests adverse to the Settlement Class, nor
21 have any such issues been raised or presented. Delgado Decl. ¶ 9. Plaintiff has taken all
22 necessary steps to represent the interests of the Settlement Class, including providing
23 information and documents to his counsel, preparing for and undergoing a deposition, reviewing
24 pleadings and discovery responses, and participating in the settlement process. *Id.* ¶ 7. For such
25 reasons, Plaintiff has adequately represented the Settlement Class Members and will continue to
26 do so.

27 B. Defendant’s Allegations and Unlikelihood of Class Certification

28 Defendant asserts that individualized issues predominate in this case, including without

1 limitation, whether Settlement Class Members were provided meal and rest periods. Moreover,
2 Defendant denies that there is a policy requiring employees to remain on premises during rest
3 breaks. Defendant also asserts that it provided compliant wage statements to employees, and that
4 any alleged omission or error was not a “knowing and intentional” failure. Finally, with regard to
5 the issuance of final pay on pay cards, Defendant has testified that fees were charged to
6 withdraw money only at certain ATM locations and not in all circumstances. Based thereon,
7 Defendant continues to maintain that it is not liable for the allegations made by the Plaintiff.

8 **C. Risks, Expenses, and Complexity of Further Litigation**

9 Plaintiff believes that a class can be certified; however, Plaintiff also believes in the
10 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
11 involved in not prevailing on one or more of the causes of action or theories alleged in the
12 operative Complaint, the possibility of non-certification, and potential for appeals. These risks on
13 class certification are compounded by the California Supreme Court’s holding in *Duran v. U.S.*
14 *Bank Nat’l Ass’n*, 59 Cal. 4th 1 (2014).

15 Defendant has maintained that there is no liability. As stated above, Defendant alleges
16 that a class could not have been certified. There is always a risk that the court will not grant
17 certification of the class, wherein the class will not be entitled to any damages. Based on the
18 foregoing, there was a substantial risk that Plaintiff would not have obtained the total amount of
19 damages alleged, and a substantial amount of complex issues that would have necessitated
20 significant expenditure of time and expenses. Therefore, the risks, expenses, and complexity of
21 further litigation warrant granting of this Motion.

22 **D. The Terms of the Settlement, Negotiation of the Settlement, and Reception of**
23 **the Settlement by Class Members All Strongly Support the Conclusion that**
24 **the Settlement is Fair, Adequate, and Reasonable**

25 Without reiterating the Parties’ showing that the Settlement Agreement and the
26 negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for
27 Preliminary Approval of Class and Representative Action Settlement, the Parties highlight the
28 following facts. The Settlement Agreement was the product of negotiation between highly able
and experienced attorneys on both sides who possessed the relevant data and extensive legal

1 research which they had carefully analyzed. Declaration of Larry W. Lee (“Lee Decl.”) ¶ 5;
2 Declaration of Kristen M. Agnew (“Agnew Decl.”) ¶ 5; Declaration of Nicholas Rosenthal
3 (“Rosenthal Decl.”) ¶ 4.

4 The results after mailing of the settlement notice support confirmation of the Court’s
5 preliminary approval of the settlement with final approval of the settlement, as evidenced by the
6 fact that to date no Requests for Exclusion have been received and no objections to the
7 settlement were received. Admin Decl. ¶¶ 8-9. The Court may appropriately infer that the class
8 action settlement is fair, adequate, and reasonable, given that no Settlement Class Member has
9 submitted an objection. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir.
10 1992).

11 **E. Under Well-Established Legal Principles, the Court Should Grant Final**
12 **Approval of the Settlement**

13 **1. Standard of Review**

14 On a motion for final approval of a class action settlement under California Code of Civil
15 Procedure § 382 and California Rule of Court 3.769, a court’s inquiry is whether the settlement
16 is “fair, adequate and reasonable.” *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 625
17 (9th Cir. 1982), *cert. denied subnom.*, *Byrd v. Civil Serv. Comm’n*, 459 U.S. 1217 (1983). A
18 settlement is fair, adequate, and reasonable, and therefore merits final approval, when “the
19 interests of the class are better served by the settlement than by further litigation.” *See Manual*
20 *for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) (“*Manual*”). The law
21 favors settlement, particularly in class actions and other complex cases, where substantial
22 resources can be conserved by avoiding the time, cost, and rigors of formal litigation. *See Alba*
23 *Conte & Herbert B. Newberg, 4 Newberg on Class Actions* § 11.41 (4th ed. 2002); *Class*
24 *Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco*
25 *Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

26 Although the Court possesses “broad discretion” in determining that a proposed class
27 action settlement is fair, the Court’s role must be limited to the extent necessary to reach a
28 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion

1 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and
2 adequate to all concerned. *See Officers for Justice*, 688 F.2d at 625. Accordingly, the Court
3 should give due regard to what is otherwise a “private consensual agreement” between the
4 parties. *Id.*; *see also Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal.
5 1993); *In re Wash. Pub. Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379 (D. Ariz. 1989), *aff’d*
6 *sub nom., Class Plaintiffs*, 955 F.2d 1268; *Manual* § 21.6 at 309 (“The judicial role in reviewing
7 a proposed settlement is critical, but limited to approving the proposed settlement, disapproving
8 it, or imposing conditions on it. The judge cannot rewrite the agreement”).

9 A court’s approval of a class action settlement will only be reversed for a clear abuse of
10 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for*
11 *Justice*, 688 F.2d at 626 (“reverse only upon a strong showing that the district court’s decision
12 was a clear abuse of discretion”); *Class Plaintiffs*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993
13 WL 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir.
14 1998).

15 As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85
16 Cal. App. 4th 1135, 1146 (2000):

17 “It cannot be overemphasized that neither the trial court in approving the settlement
18 nor this Court in reviewing that approval have the right or duty to reach any ultimate
19 conclusions on the issues of fact and law which underlie the merits of the dispute.
20 It is well settled that in the judicial consideration of proposed settlements, ‘the
21 [trial] judge does not try out or attempt to decide the merits of the controversy,’
[citation] and the appellate court ‘need not and should not reach any dispositive
conclusions on the admittedly unsettled legal issue.’”

22 2. The Settlement is Presumed to Be Fair

23 The Court should begin its analysis with the presumption that the settlement is fair and
24 should be approved:

25 [A] presumption of fairness exists where: (1) the settlement is reached through
26 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
27 counsel and the court to act intelligently; (3) counsel is experienced in similar
litigation; and (4) the percentage of objectors is small.

28 *Dunk*, 48 Cal. App. 4th at 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at

1 1146; *accord, Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18 (N.D. Cal. 1980); *In re Wash.*
2 *Pub Power Supply*, 720 F. Supp. at 1387.

3 The settlement in the case at bar warrants approval and carries a presumption of fairness.
4 As previously noted in the application for Preliminary Approval, this current settlement was
5 negotiated at arm's length. Rosenthal Decl. ¶ 5.

6 Second, Class Counsel engaged in extensive factual investigation before settling,
7 including reviewing class data. Rosenthal Decl. ¶ 4. Further, Class Counsel is highly experienced
8 in this type of litigation. As shown in the supporting declarations, Class Counsel has significant
9 experience in class actions and employment wage and hour matters. Rosenthal Decl. ¶¶ 7-8; Lee
10 Decl. ¶¶ 7-8; Agnew ¶¶ 7-12.

11 **3. Two-Way Costs and Other Risks Inherent in Continued Litigation**
12 **Favor Final Approval**

13 To assess the fairness, adequacy and reasonableness of a class action settlement, the
14 Court also should weigh the immediacy and certainty of substantial settlement proceeds against
15 the risks inherent in continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806
16 (3d Cir. 1995) ("present value of the damages plaintiffs would likely recover if successful,
17 appropriately discounted for the risk of not prevailing, should be compared with the amount of
18 the proposed settlement") (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d
19 Cir. 1975); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

20 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have
21 been potentially responsible for Defendant's costs. As such, should any individual bring
22 individual claims against Defendant on the same causes of action, they would each face the
23 uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such
24 claims likely would not be brought—thus, this lawsuit achieves a true benefit for the class that
25 they might not otherwise get or seek as individuals. Here, given that a fair and reasonable
26 settlement has been reached, neither Plaintiff, nor any of the Settlement Class Members will be
27 required to pay for Defendant's litigation costs.

28 The risks of this case were weighed by Class Counsel and should be considered a

1 significant factor by the Court in its determination of final approval. Class Counsel obtained a
2 very substantial settlement for the Settlement Class that resulted in a fair recovery which at the
3 same time provides for finality and no risk of costs by the Settlement Class Members or the
4 Class Representative.

5 The Settlement Agreement also affords the Settlement Class prompt, fair relief, while
6 avoiding significant legal and factual battles that otherwise may have prevented the Settlement
7 Class from obtaining any recovery at all. While Class Counsel believe the Settlement Class
8 Members' claims are meritorious and can be successfully litigated, they are experienced and
9 fully understand the inherent risks and uncertainty involved with such matters as the resolution
10 of class certification, the outcome of a potential trial, and the outcome of any appeals that would
11 inevitably follow should the Settlement Class prevail at trial. Class Counsel have also assessed
12 the same risks in connection with the current settlement. Because the settlement provides
13 immediate and substantial relief, without the attendant risks and delay of continued litigation—
14 not to mention the threat of litigation fees and costs—Class Counsel believe that the settlement
15 warrants the Court's final approval.

16 **4. The Complexity, Expense, and Likely Duration of Continued**
17 **Litigation Against Defendant Favor Final Approval**

18 Another factor considered by courts in approving a settlement is the complexity, expense,
19 and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at
20 157. In applying this factor, the Court must weigh the benefits of the settlement against the
21 expense and delay involved in achieving an equivalent or more favorable result at trial. *Young v.*
22 *Katz*, 447 F.2d 431, 433-34 (5th Cir. 1971).

23 As noted above, continued litigation could have led to appeals on a number of issues. On
24 the other hand, the settlement that was reached provides to all Settlement Class Members—
25 regardless of their means—fair relief in a prompt and efficient manner. Were the Court to deny
26 final approval, the Settlement Class Members would be left without a remedy as a practical
27 matter and courts across the State would have to address the issues presented here in a
28 piecemeal, costly, and time-consuming manner. The settlement in this case is therefore

1 consistent with the “overriding public interest in settling and quieting litigation” that is
2 “particularly true in class action suits.” *See Van Bronkhorst*, 529 F.2d at 950 (footnote omitted);
3 *see also 4 Newberg* § 11.41. Here, this case would have likely involved years of litigation.

4 **5. The Opinion of Experienced Counsel Favors Final Approval**

5 Class Counsel support the settlement as fair, reasonable, and adequate, and in the best
6 interest of the Settlement Class Members as a whole. Rosenthal Decl. ¶ 5; Lee Decl. ¶ 5; Agnew
7 Decl. ¶ 5. Similarly, counsel for Defendant is in favor of this settlement. The endorsement of
8 qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled
9 to significant weight by the Court in its final approval determination. *See Officers for Justice*,
10 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18; *Boyd*, 485 F. Supp. at 617; *Linney*, 151 F.3d at 1242.

11 **IV. THE REQUESTED CLASS REPRESENTATIVE SERVICE AWARD SHOULD** 12 **BE APPROVED**

13 Class Representative Ernesto Delgado requests an enhancement award of \$10,000.00.
14 Plaintiff communicated with Class Counsel on dozens of occasions to discuss the case, including
15 providing substantive documents and information regarding Defendant’s practices. Delgado
16 Decl. ¶ 7. Plaintiff prepared extensively for his deposition and sat for a full day of deposition.
17 Delgado Decl. ¶ 7. Plaintiff met with his attorneys on at least five different occasions to provide
18 information, discuss the case, and review documents. In total, Plaintiff spent approximately 60
19 hours on the prosecution of this matter. Delgado Decl. ¶ 7. Accordingly, Plaintiff provided
20 invaluable information, evidence, and documents that resulted in this settlement.

21 Plaintiff also provided a general release of claims as part of the settlement, which
22 included a waiver of the protections of Civil Code § 1542. Settlement Agreement ¶ F.54.

23 In addition to the invaluable services that Plaintiff provided, he took significant risks,
24 both professionally and monetarily, in acting as the Class Representative, seeking benefits on
25 behalf of the Settlement Class. Delgado Decl. ¶¶ 12-14. Because the claims alleged by the Class
26 Representative involved the payment of costs to the prevailing party, Plaintiff could have
27 possibly faced paying the costs of Defendant, had he not prevailed in this action. Moreover,
28 Plaintiff understood that an individual case would have resolved much faster than a class action

1 and involved much less financial risk than a class action. Despite this, however, Plaintiff agreed
2 to pursue this case on behalf of the Settlement Class. *Id.* ¶ 12.

3 Also, given that future employers are much less likely to hire individuals who have filed
4 employment-related lawsuits, particularly cases of this nature, the Class Representative also
5 faced significant risk in not being able to find suitable employment, all as a result of filing of this
6 case against Defendant. Delgado Decl. ¶ 13. Plaintiff took these risks upon himself to the benefit
7 of the Settlement Class. Settlement Class Members did not have to file individual lawsuits and
8 bear the risks of payment of costs if they did not prevail, nor did they have to face the potential
9 for retaliation and not getting future employment had they filed a lawsuit which is a public
10 record. These are significant benefits that weigh in favor of granting the requested enhancement.
11 Moreover, this litigation has resulted in a significantly valuable benefit to the Settlement Class,
12 and Plaintiff took on substantial risks in helping to get this financial benefit to the Settlement
13 Class. As such, the service award should be awarded to Plaintiff for his commitment, dedication,
14 and risks taken for this litigation.

15 Courts have routinely granted approval of settlements containing such enhancements. *See*
16 *e.g., Herrera v. Federal Express Corporation*, 2020 WL 2951122 at *7 (C.D. Cal. March 31,
17 2020)(noting that case law supports enhancements of \$10,000); *Potter v. Big Text Trailer*
18 *Manufacturing, Inc.*, 2020 WL 1942619 at *10 (C.D. Cal. March 20, 2020)(awarding \$10,000
19 enhancement where plaintiff spent 30-40 hours on the matter and entered into a general release);
20 *Smith v. Experian Information Solutions, Inc.*, 2020 WL 6689209 at *7 (C.D. Cal. Nov. 9, 2020);
21 *Aikhan v. Goodrich Corporation*, 2020 WL 49191382 at *9 (C.D. Cal. June 25, 2020); *Thomas*
22 *v. Cognizant Technology Solutions U.S. Corporation*, 2013 WL 12371622 at *9 (C.D. Cal. June
23 24, 2013); *Djukich v. AutoNation, Inc.*, 2015 WL 13756099 at *14 (C.D. Cal. Nov. 12, 2015).
24 Moreover, a \$10,000.00 service payment represents a mere 2.15% of the gross settlement
25 amount. It should also be noted that there were no objections by any members of the Class to the
26 proposed enhancement amount. For such reasons, Plaintiff respectfully requests that this Court
27 find the enhancement payment amount of \$10,000.00 to Plaintiff as fair, reasonable, and
28 adequate and that the enhancement payment be awarded to Plaintiff.

1 **V. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED**

2 Class Counsel seek a fee award calculated as approximately one-third of the total value of
3 the settlement for the successful prosecution and resolution of this action. Recently, the
4 California Supreme Court issued its ruling regarding the award of attorney's fees in wage and
5 hour class action settlements. Under California law, the award of attorneys' fees in common fund
6 wage and hour class action settlements should start with the percentage method. *See Laffitte v.*
7 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and
8 state courts in holding that when class action litigation establishes a monetary fund for the
9 benefit of the class members, and the trial court in its equitable powers awards class counsel a
10 fee out of that fund, the court may determine the amount of a reasonable fee by choosing an
11 appropriate percentage of the fund created"). Under the percentage of the fund method, the
12 Court's objective remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v.*
13 *Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) ("When a fee is set by a court rather than by contract,
14 the object is to set it at a level that will approximate what the market will set...The judge, in
15 other words, is trying to mimic the market in legal services").

16 An award of one-third or 33 1/3% of the fund in attorneys' fees mimics the marketplace
17 as it "is supported by the fact that typical contingency fee agreements provide that class counsel
18 will recover 33% if the case is resolved before trial and 40% if the case is tried." *Fernandez v.*
19 *Victoria Secret Stores LLC*, 2008 WL 8150856, *16 n. 59 (C.D. Cal. July 21, 2008) (citing
20 Brickman, *Effective Hourly Rates of Contingency-Fee Lawyers: Competing Data and Non-*
21 *Competitive Fees*, 81 Wash U. L. Q. 653, 659 n. 11 (Fall 2003)). Indeed, "empirical studies [that]
22 show that...fee awards in class actions average around one-third of the recovery." *Chavez v.*
23 *Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008).

24 The California Supreme Court in *Laffitte* affirmed a fee award representing 33 1/3
25 percent of the fund. *Laffitte*, 1 Cal. 5th at 506. And this was based on a lodestar amount that
26 required a multiplier of 2.13. *Id.* at 487. As the Court held, only when the multiplier is
27 "extraordinarily high or low [should] the trial court [] consider whether the percentage method
28 should be adjusted so as to bring the imputed multiplier within a justifiable range." *Id.* at 505.

Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits.” *Laffitte v. Robert Half Int’l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award representing one-third of the fund clearly falls within that range and is consistent with other comprehensive surveys of class action settlements and fee awards. *See Fitzpatrick, An Empirical Study of Class Action Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases between 2006-2007 and concluding that “[m]ost fee awards were between 25 percent and 35 percent, with almost no awards more than 35 percent”); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn. 16 (2010) (independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates).

The results delivered by Class Counsel also support the requested percentage of the fund. Here, Plaintiff and his counsel secured a \$465,000.00 non-reversionary common fund settlement.

Finally, “the response of the class members to attorneys’ fee notice, though not decisive, is relevant to the... reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case, the Notice specifically notified Settlement Class Members that Class Counsel would be seeking \$155,000.00 of the settlement fund as attorneys’ fees. No Settlement Class Member has objected to the settlement. This strong favorable response also supports the requested fees.

In addition, it is recognized that one of the primary factors justifying an enhanced attorney’s fees reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v. Grinnell Corp.*:

No one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who had agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

1 495 F.2d 448, 470 (2d Cir. 1974). Here, it is clear that a common fund of \$465,000.00 has been
2 created as the entire amount is to be paid out without any reversions. For Class Counsel, the fees
3 here were wholly contingent in nature and the case presented far more risk than the usual
4 contingent fee case. Among the risks was the cost inherent in class action litigation, as well as a
5 potentially drawn-out battle with defendants that have retained premier defense counsel.

6 As a secondary support for the percentage of the fund method, when fees are allocated by
7 percentage method, courts have discretion to “cross-check” the fees awarded through the lodestar
8 method. However, the *Laffitte* Court “emphasize[d] [that] the lodestar calculation, when used in
9 this manner, does not override the trial court’s primary determination of the fee as a percentage
10 of the common fund and thus does not impose an absolute maximum or minimum on the
11 potential fee award.” *Laffitte*, 1 Cal. 5th at 505 (emphasis added); *In re Rite Aid Corp. Secs.*
12 *Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-check does not trump the
13 primary reliance on the percentage of common fund method”).

14 The Supreme Court in *Laffitte* stated: “If the multiplier calculated by means of a lodestar
15 cross-check is extraordinarily high or low, the trial court should consider whether the percentage
16 used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the
17 court is not necessarily required to make such an adjustment.” *Id.* Thus, a lodestar cross-check is
18 aimed at astronomical multipliers. Indeed, cross-checks are not required; in many cases,
19 performing a cross-check “undermines” one of the primary reasons for using the percentage
20 method: aligning counsel’s incentives with the benefits delivered to the class and discouraging
21 protracted litigation. *Id.* at 506 (finding trial courts “retain the discretion to forgo a lodestar
22 cross-check”); *Report of the Third Circuit Task Force, Court Awarded Attorney Fees* 108 F.R.D.
23 237, 258 (1985); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 29-30 (2000) (citing
24 the recommendations of the Third Circuit Task Force with approval and observing that “[t]he
25 criticisms of the lodestar approach set forth in this Report are now echoed by many authorities,
26 who have been most vocal about the manner in which it exacerbates the problem of ‘cheap
27 settlements’ and burdens already overworked trial judge”).

28 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to

4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also*,
e.g., *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52
multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal. App. 4th at 60
(applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203
Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in
Laffitte, after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed
a 2.13 multiplier. *Laffitte*, 231 Cal. App. 4th at 881-82. The intermediate court opinion was
affirmed in full by the California Supreme Court in its new decision guiding lower courts on
assessing fees.

With respect to Class Counsel’s lodestar, to date, approximately 198.6 hours have been
expended by Class Counsel in this matter. Rosenthal Decl. ¶ 9; Lee Decl. ¶ 9; Agnew Decl. ¶ 13.
Moreover, Class Counsel expect to incur approximately 5 additional hours of attorney time in
finalizing this settlement. Rosenthal Decl. ¶ 10. Mr. Lee requests hourly rates of \$750.00 per
hour. Lee Decl. ¶ 10. Ms. Agnew requests hourly rates of \$700.00 per hour. Agnew Decl. ¶ 14.
Mr. Rosenthal requests hourly rates of \$700.00 per hour. Rosenthal Decl. ¶ 12. The courts are
quite liberal in the evidence required to prove an attorney’s hours. Detailed time records are not
required. An attorney’s testimony alone may suffice: “Testimony of an attorney as to the number
of hours worked on a particular case is sufficient evidence to support an award of attorney fees,
even in the absence of detailed time records.” *Martino v. Denevi*, 182 Cal. App. 3d 553, 559
(1986).

Reasonable hours include, in addition to time spent during litigation, the time spent
before the action is filed, including time spent interviewing the clients, investigating the facts and
the law, and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54,
62 (1980). Further, the fee award should include fees incurred to establish and defend the
attorneys’ fee claim. *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. Thus, Class
Counsel requests that the court find that these hours were reasonable in this litigation.

A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095

(2000). The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the attorney's skill and experience, the nature of the work performed, the relevant area of expertise and the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th 629, 632-33 (1998).

Class Counsel's skill and experience justify the requested rate. As shown in the supporting declarations, Class Counsel have significant experience in the area of employment and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing employees in employment matters, particularly wage and hour cases. Lee Decl. ¶ 8; Agnew Decl. ¶¶ 8-11; Rosenthal Decl. ¶¶ 7-8. As such, based on the hours and applicable rate, the total lodestar to be expended by Class Counsel through finalizing this settlement will be approximately \$143,095.00. Lee Decl. ¶ 10; Agnew Decl. ¶ 14; Rosenthal Decl. ¶¶ 7-8.

Once the court establishes the lodestar amount, it may enhance the fee award by a multiplier in order to make an appropriate fee award. *Serrano v. Priest*, 20 Cal. 3d 25, 48 (1977) [*Serrano III*]. The pertinent factors include the difficulty of the questions involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the litigation precluded other employment, and the percentage-of-the-fund the attorney would have received on the fair market. *Id.*, *Lealao*, 82 Cal. App. 4th at 49. However, this list is not exhaustive and the court can consider other factors it deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1139 (2001).

*Lealao***Error! Bookmark not defined.** contains several factors justifying an enhancement based on the percentage-of-the-benefit, namely, no objections by class members, commendable conduct by counsel, and significant recoveries by class members, all of which were previously detailed above. *Lealao*, 82 Cal. App. 4th at 51-53. As in *Lealao*, the Settlement Class was notified of the settlement and attorney's fee with no objections. The extreme effort undertaken by counsel, as shown by their hours and the significantly high number of claims being paid out, shows commendable conduct.

It is also critical to note that prompt settlement cannot be used to diminish the fee or the enhancement based on a percentage-of-the-fund. *Lealao*, 82 Cal.App.4th at 52 (the promptness

1 of settlement “cannot be used to justify the refusal to apply a multiplier”). According to *Lealao*,
2 courts placed “an extraordinarily high value” on settlement, and counsel should be rewarded, not
3 punished, for achieving this goal in a timely fashion. *Id.*

4 The multiplier should be enhanced by the contingent nature of counsel’s fee recovery.
5 The risks in taking on a class action case are enormous, not the least of which is time and effort.
6 Not only was there significant risk taken upon by Class Counsel, but their ability to obtain the
7 current settlement should be seen as quite commendable.

8 As explained previously, Defendant maintained that there were significant obstacles.
9 Thus, the risk involved in this case was quite significant for Plaintiff and his counsel, and in the
10 face of such risks, Class Counsel was still able to obtain the current settlement.

11 Here based upon Class Counsel’s lodestar of \$143,095.00, Plaintiff’s request for a
12 multiplier of approximately **1.08** is reasonable and fair, particularly based on the factors
13 described above. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (Ct. App. 2001) (noting
14 that courts using the lodestar method to calculate attorney fees awards in class actions typically
15 apply multipliers in the range of 2 to 4); *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist. LEXIS
16 162880 (C.D. Cal. Nov. 18, 2014) (awarding 33% of the common fund, based on a multiplier of
17 2.58, in a wage and hour class action settlement); *Vandervort v. Balboa Capital Corp.*, 8 F.
18 Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding 33% of the common fund, based on a multiplier
19 of 2.52).

20 As such, the requested fee award is fair and reasonable, and should be awarded in its
21 entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to
22 ensure the successful litigation of this action on behalf of all Settlement Class Members. For
23 such reasons, Class Counsel’s request for attorneys’ fees in the amount of \$155,000.00 is fair,
24 reasonable, and adequate.

25 **VI. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT** 26 **OF COSTS**

27 The request for reimbursement of costs, in the amount of \$18,525.49 is fair and
28 reasonable. The costs are all litigation related costs, which have been detailed in the supporting

1 declarations of Class Counsel. Lee Decl. ¶ 11, Ex. B. Significantly, the costs sought are
2 significantly less than the \$25,000.00 permitted by the Settlement Agreement, such that the
3 remaining amount will be distributed to Settlement Class Members.

4 **VII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE**
5 **APPROVED**

6 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
7 Administrator, Phoenix Settlement Administrators, are to be paid out of the class settlement
8 funds. As shown on the Declaration of Kevin Lee, the settlement administration fees expended in
9 this matter amount to a total of \$9,750.00. Admin Decl. ¶ 17, Ex. B. For such reasons, it is
10 requested that the Settlement Administrator's fees be approved.

11 **VIII. NOTICE TO THE LWDA & FINAL JUDGMENT**

12 Plaintiff will provide notice of this Motion to the LWDA in conjunction with this filing.
13 To the extent the Court grants final approval, the Settlement Administrator will post the final
14 judgment on its website. Rosenthal Decl. ¶ 14.

15 **VIII. CONCLUSION**

16 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff
17 respectfully submits that the standards for final approval have been met, and the terms of the
18 Settlement Agreement are fair, adequate and reasonable.

19 Accordingly, Plaintiff respectfully request that the Court enter an Order in the form
20 proposed and submitted:

- 21 1. Granting final approval to the proposed Settlement Agreement in this action;
- 22 2. Approving distribution of the settlement funds to the Participating Class Members
23 pursuant to the terms of the Settlement Agreement;
- 24 3. Approving Plaintiff's request for an award of the Service Payment of \$10,000.00
25 to Plaintiff, with payment pursuant to the terms of the Settlement Agreement;
- 26 4. Approving Plaintiff's request for an award to Class Counsel for \$155,000.00 in
27 attorneys' fees and \$18,525.49 in costs with payment pursuant to the terms of the Settlement
28 Agreement;

1 5. Approving Plaintiff's request for payment of the settlement administration costs
2 to Phoenix Settlement Administrators in the amount of \$9,750.00 with payment pursuant to the
3 terms of the Settlement Agreement; and

4 6. Entering final judgment as to all members of the Settlement Class in this action.
5

6 Dated: July 10, 2023

DIVERSITY LAW GROUP, P.C.

7
8 By: 
9 Larry W. Lee
10 Kristen M. Agnew
11 Nicholas Rosenthal
12 Attorneys for Plaintiff and the Class
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1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los
9 Angeles, California 90071.

10 On July 10, 2023, I served the following document(s) described as:

- 11 1. **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF**
12 **CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF**
13 **POINTS AND AUTHORITIES IN SUPPORT**
- 14 2. **DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION**
15 **FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION**
16 **SETTLEMENT**
- 17 3. **DECLARATION OF KRISTEN M. AGNEW IN SUPPORT OF PLAINTIFF'S**
18 **MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION**
19 **SETTLEMENT**
- 20 4. **DECLARATION OF NICHOLAS ROSENTHAL IN SUPPORT OF PLAINTIFF'S**
21 **MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION**
22 **SETTLEMENT**
- 23 5. **DECLARATION OF KEVIN LEE REGARDING NOTICE AND SETTLEMENT**
24 **ADMINISTRATION**
- 25 6. **DECLARATION OF ERNESTO DELGADO IN SUPPORT OF PLAINTIFF'S**
26 **MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION**
27 **SETTLEMENT**
- 28 7. **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND**
REPRESENTATIVE ACTION SETTLEMENT AND JUDGMENT

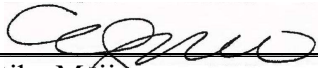
on the interested parties in this action as follows:

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3 Los Angeles, California 90071
4 *Attorneys for Defendant Kloeckner Metals Corporation*

5 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
6 entitled document(s) to be served through the ACE E-Filing System at the website
7 www.efile.acelegal.com, addressed to all parties appearing on the electronic service list for the
8 above-entitled case. The service transmission was reported as complete and a copy of the filing
9 receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this
10 office.

11 I declare under penalty of perjury under the laws of the State of California that the above
12 is true and correct. Executed on July 10, 2023, at Los Angeles, California.

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Erika Mejia