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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 ZACHARY KAHN, as an individual and on
behalf of all others similarly situated,

13 Plaintiff,

14 vs.

15 LOS ANGELES MAISON, LLC, a California
limited liability company; ACCOR
16 MANAGEMENT US INC.; and DOES 1
through 10, inclusive,

17 Defendants.

Case No.: 20STCV18592

[Assigned for all purposes to the Hon. David
S. Cunningham, Dept. SS-11]

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

Date: January 25, 2023
Time: 9:00 a.m.
Dept.: SS-11

Reservation Number: Set by Court

Complaint Filed: May 11, 2020
Fourth Amended Complaint Filed: October 21,
2021

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

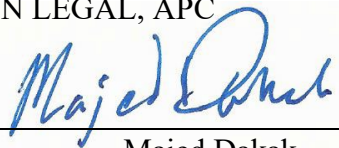
2 **PLEASE TAKE NOTICE** that, on January 25, 2023, at 9:00 a.m., or as soon thereafter as
3 the matter may be heard before the Hon. David S. Cunningham, Judge presiding in Department
4 SS-11 of the above-referenced Court located at 312 North Spring Street, Los Angeles, CA 90012,
5 Plaintiff Zachary Kahn (“Plaintiff”) will and hereby does move the Court for an Order: (1)
6 granting final approval to the class action settlement; (2) fully and finally approving and directing
7 distribution to the Class of the settlement sum pursuant to the terms of the Amended Stipulation of
8 Class and Representative Action Settlement (“Stipulation” or “Settlement Agreement”) in this
9 matter; (3) fully and finally approving the enhancement payment to the Class Representatives; (4)
10 fully and finally approving the Settlement Administrator’s costs; and (5) fully and finally
11 approving the award of attorney’s fees and costs.

12 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
13 provides for court approval of the settlement of a purported class action and allows the Court to
14 grant final certification of a class for settlement purposes. In light of the overwhelmingly positive
15 response, as shown by the absence of any objections and only one opt-out, there is no question
16 that the settlement is fair, reasonable and adequate and thus should be granted final approval.

17 This Motion will be based on the Memorandum of Points and Authorities included herein,
18 the Amended Stipulation of Class and Representative Action Settlement (hereinafter referred to as
19 “Stipulation” or “Settlement Agreement”), and the supporting Declarations of Majed Dakak,
20 Dennis S. Hyun, Plaintiff, and Evelin Reyes of Simpluris, Inc. and upon the oral arguments of
21 counsel (should there be any) and on the complete records and file herein.

22 DATED: December 23, 2022

KESSELMAN BRANTLY STOCKINGER LLP
HYUN LEGAL, APC

23
24 By: 

Majed Dakak
Dennis Hyun

25
26 Attorneys for Plaintiff and the Putative Class
27
28

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Zachary Khan (“Plaintiff”) submits this Memorandum in support of the Motion for
4 Final Approval of Class Action Settlement. The settlement entered into by and between the parties
5 provides for a settlement fund of \$350,000.00 (the “Gross Settlement Amount”) to be created for the
6 benefit of the Class. From this Gross Settlement Amount, attorney’s fees, litigation costs, an
7 enhancement award to Plaintiff, PAGA Payment to the Labor Workforce Development Agency (the
8 “LWDA”), and the costs of settlement administration are to also be paid.

9 The history of this litigation was previously detailed in Plaintiff’s motion for preliminary
10 approval and is incorporated herein. Per the Court’s ruling, the Settlement Administrator in this
11 matter distributed the Notice of Proposed Class and Representative Action Settlement (“Class
12 Notice”) to 356 Class Members. (*See* Declaration of Evelin Reyes (“Reyes Decl.”) at ¶¶ 3-7). *No*
13 class members have objected and only *one* class member has opted-out. (*Id.* at ¶¶ 8-10; 14). Thus,
14 there is a 99.72% participation rate. This favorable response by the Class supports the Court’s
15 Preliminary Approval Order finding that the Settlement was fair, adequate and reasonable and the
16 granting of the instant Motion.

17 In sum, as a result of the notice process, and in light of the absence of any objections and
18 only one opt-out, the Court may confirm its preliminary approval as this process supports the
19 Court’s initial finding that the Settlement is fair, adequate and reasonable.

20 In addition to the results of the notice process, and for the same reasons as set forth earlier in
21 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the following represents the
22 basic points supporting final approval of the Settlement:

- 23 • 356 Class Member/aggrieved employee notices were mailed in English and Spanish.
24 (Reyes Decl. at ¶ 8, Exh. A).
- 25 • Zero Class Members/aggrieved employee objected to the Settlement. (Reyes Decl. at ¶
26 14).
- 27 • One Class Member opt-outed to the Settlement, but this same Class Members/aggrieved
28 employee will still receive her PAGA amount. (Reyes Decl. at ¶¶ 10; 13).

- 1 • The Settlement provides a Gross Settlement Amount of \$350,000.00, for a non opt out
2 class size of 355 Class Members and 356 aggrieved employees receiving PAGA funds
3 (as the one class member that opted out of the class will only receive her PAGA
4 amount). (Reyes Decl. at ¶¶ 8; 10).
- 5 • The Net Settlement Fund Amount to Class Members will be \$173,042.72 (after
6 subtracting Class Counsel’s Fees \$116,666.66, Class Counsel’s Costs Payment
7 \$18,940.62, Named Plaintiff Service Award \$7,500.00, the PAGA LWDA Payment
8 \$26,250.00, and Administration Costs \$7,600.00). (Reyes Decl. ¶ 11).
- 9 • The highest individual settlement payment to be paid will be approximately \$1,327.37,
10 with the average individual settlement payment to be paid being approximately \$487.45
11 depending on the weeks worked by the class member (Reyes Decl. ¶ 12); and
- 12 • Plaintiff performed adequate investigation of this case, including engaging in formal
13 discovery, and the production of Defendant’s employment policies, collective
14 bargaining agreements, and a 10% sampling of class data necessary for Plaintiff and his
15 expert to fully evaluate this case, as well as one day of full mediation with Todd Smith,
16 Esq.

17 With this additional information, the Court should grant Final Approval consistent with the
18 Preliminary Approval Order.

19 **II. THE SETTLEMENT**

20 **A. Class Members Were Provided Proper Notice**

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

27 As clearly stated in the Declaration of the Settlement Administrator (Reyes Decl.), notice
28 was provided to Class Members as required by the Preliminary Approval Order. The Settlement

1 Administrator received a Class Member mailing list from Defendants Los Angeles Maison, LLC
2 and Accor Management US Inc. (collectively, “Defendants”) that included 356 Class Members, and,
3 on November 2, 2022, each of the persons identified on the mailing list was sent the Class Notice
4 via First Class Mail. (Reyes Decl. at ¶¶ 3-8). As part of the settlement notice process, the
5 Settlement Administrator has re-mailed Class Notices to seventeen (17) Class Members using newly
6 updated and/or forwarding addresses. (*Id.* at ¶ 9). As of the date of the filing of this Motion, only
7 three (3) settlement notices remain undeliverable. (*Id.* at ¶ 9). Specifically, these three (3) settlement
8 notices are undeliverable since an updated address could not be obtained and no forwarding was
9 provided by the Post Office. (*Id.*)

10 The provision of the notice to Class Members and settlement administration process as
11 described above meets the requirements for the “best notice practicable” in this case as necessary to
12 protect the due process rights of Class Members. *See, e.g., Phillips Petroleum Co. v. Shutts*, 472
13 U.S. 797, 811-12 (1985) (provision of “best notice practicable” with description of the litigation and
14 explanation of opt-out rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156,
15 174-75 (1974) (individual notice must be sent to class members who can be identified through
16 reasonable 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 settlement
21 that explained the settlement and allowed Settlement Class Members to seek information, ask
22 questions, and contact counsel if they had any questions. As such, proper notice has been given to
23 the Class Members. *Lundell v. Dell, Inc.*, 2006 WL 3507938, at *1 (N.D. Cal. Dec. 5, 2006)
24 (holding that notice sent via email and first class mail constituted the “best practicable notice” and
25 satisfied due process requirements); *see also Boring v. Bed Bath & Beyond*, 2014 WL 2967474, at
26 *1 (N.D. Cal. June 30, 2014) (same). Thus, the Court may proceed to determine the fairness and
27 adequacy of the Settlement, and order its approval, secure in the knowledge that all absent
28

1 Settlement Class Members have been given the opportunity to participate fully in the claims,
2 exclusion, and the approval process.

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

5 **A. The Terms of the Settlement, the Negotiation of the Settlement and the**
6 **Reception of the Settlement by Class Members All Strongly Support the**
7 **Conclusion that the Settlement is Fair, Adequate, and Reasonable**

8 As explained by the Court of Appeal in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th
9 116, 130, 133 (2008), a class action settlement should be approved when the plaintiff has conducted
10 sufficient discovery and the settlement is reasonable in light of the strengths of the plaintiff's claims.
11 As discussed herein, Plaintiff's counsel have conducted extensive discovery and investigation and,
12 in light of the strength and weaknesses of Plaintiff's claims, Plaintiff's attorneys submit that this
13 settlement is fair pursuant to *Kullar*.

14 As set forth in detail in Plaintiff's Motion for Preliminary Approval and supplemental
15 briefing and declaration, Plaintiff's counsel calculated the soaking wet exposure at approximately
16 \$176,000 in actual damages, \$1.634 million in Labor Code penalties and \$3.81 million in PAGA
17 penalties. (Supplemental Declaration of Dennis S. Hyun in Support of Plaintiff's Motion for
18 Preliminary Approval ***filed on 7/22/2022*** ("Supp. Hyun Decl.") ¶ 11). However, as approximately
19 50% of the class executed arbitration agreements with class waivers, Plaintiff's counsel calculated
20 the realistic exposure at \$2.18 million, meaning that the \$350,000 comprises 12% of the total
21 realistic exposure, which is consistent with other actions. Supp. Hyun Decl. ¶ 11; *See also e.g., In re*
22 *Mego Fin. Corp. Secs. Litig.*, 213 F.3d 454, 459 (9th Cir.2000) (holding that class action settlement
23 recovering 16% of potential exposure was fair and reasonable; "[i]t is well-settled law that a cash
24 settlement amounting to only a fraction of the potential recovery does not per se render the
25 settlement inadequate or unfair. Rather, the fairness and the adequacy of the settlement should be
26 assessed relative to risks of pursuing the litigation to judgment"; noting that whether the settlement
27 is fair and adequate depends on the "the difficulties in proving the case"); *Bellinghausen v. Tractor*
28 *Supply Co.*, No. 13-CV-02377-JSC, 2015 WL 1289342, at *6 (N.D. Cal. Mar. 20, 2015) (holding

1 that class action settlement recovering between 8.5% and 25% of the defendant’s potential exposure
2 was fair); *Van Ba Ma v. Covidien Holding Inc.*, U.S. Dist. Ct. Case No. 8:12-cv-02161 (C.D. Cal.
3 2014) (court granted preliminary approval of wage and hour class settlement which obtained **only**
4 **9.1%** of projected damages, given the risks of continued litigation); *Villegas v. J.P. Morgan Chase*
5 *& Co.*, No. CV 09-00261 SBA EMC, 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (holding
6 that gross class action settlement of approximately 15% of the potential recovery was fair and
7 reasonable); *Greko v. Diesel U.S.A., Inc.*, No. 10–cv–02576 NC, 2013 WL 1789602, at *5 (N.D.
8 Cal. Apr. 26, 2013) (24 percent was reasonable).

9 In the present case, the Gross Settlement Amount is within the acceptable range when
10 compared to the total exposure. Moreover, under section 2699(e)(2), the presiding court—using its
11 discretion—“may award a lesser amount than the maximum civil penalty amount ... if, based on the
12 facts and circumstances of the particular case, to do otherwise would result in an award that is
13 unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2); *see also Amaral v.*
14 *Cintas*, 163 Cal. App. 4th at 1211-1212 (2008) (recognizing the reviewing court has discretion to
15 reduce civil penalties because of an employer’s “good faith defense”); *Thurman v. Bayshore Transit*
16 *Management, Inc.*, 203 Cal. App. 4th 1112, 1136 (2012).

17 In this regard, the Court of Appeal’s decision in *Carrington v. Starbucks Corp.*, 30 Cal. App.
18 5th 504 (2018) is instructive. In *Carrington*, while the plaintiff prevailed on his PAGA claim at trial,
19 the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer’s good
20 faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of Appeal found such
21 reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after the plaintiff actually
22 prevailed at trial, and even then, the PAGA penalties were reduced by 90%.

23 As a result, most supervising courts approving of settlements of combined statutory penalties
24 to a class and civil penalties under PAGA allocate substantially smaller sums of the settlement to the
25 satisfaction of PAGA civil penalties. *See, e.g., In re Nordstrom Commission Cases*, 186 Cal. App.
26 4th 576, 579 (2010) (“the trial court did not abuse its discretion in approving a settlement which
27 does not allocate any damages to the PAGA claims”).

1 Further, the results after mailing of the Class Notice support confirmation of the Court's
2 preliminary approval of the settlement with final approval of the settlement, as evidenced by the fact
3 that *not a single class member* objected to the settlement *and only one class member opted out*.
4 The Court may appropriately infer that the class action settlement is fair, adequate and reasonable
5 when, among other reasons, few, or no class members object to it. *See Class Plaintiffs v. City of*
6 *Seattle*, 955 F.2d 1268, 1291 (9th Cir. 1992); *Churchill Vill. LLC v. Gen. Elec.*, 361 F.3d 566, 577
7 (9th Cir. 2004) (approving settlement with 45 objections and 500 opt-outs from a 90,000-person
8 class, representing .05% and .56% of the class, respectively); *Chun-Hoon v. McKee Foods Corp.*,
9 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (where 16 of 329 class members opted out, court found
10 that positive class reaction "strongly supports settlement"). Here, Class Members have responded
11 positively to the settlement, given that there are no objections submitted and only one opt-out.
12 Accordingly, virtually all Class Members view the settlement as fair, adequate and reasonable.

13 **B. Under Well-Established Legal Principles, the Court Should Grant Final**
14 **Approval to the Settlement**

15 **1. Standard of Review**

16 On a motion for final approval of a class action settlement under Civil Code § 1781(f) and
17 Federal Rules of Civil Procedure ("FRCP") Rule 23(e), a court's inquiry is whether the settlement is
18 "fair, adequate and reasonable."¹ *Officers for Justice v. Civil Serv. Comm'n*, 668 F.2d 615, 625 (9th
19 Cir. 1982), *cert. denied subnom.*; *Byrd v. Civil Serv. Comm'n*, 459 U.S. 1217 (1983). A settlement
20 is fair, adequate and reasonable, and therefore merits final approval, when "the interests of the class
21 are better served by the settlement than by further litigation." *See Manual for Complex Litigation*
22 *Fourth* (Fed. Judicial Center 2004) ("Manual"), § 21.6 at 309.

23 The law favors settlement, particularly in class actions and other complex cases, where
24 substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.
25 *See* 4 Newberg on Class Actions 4th § 11.41 (2008); *Class Plaintiffs v. City of Seattle*, 955 F.2d

26
27 ¹ Both Civil Code § 1781(f) and FRCP Rule 23 have been expressly authorized by the California
28 Supreme Court for use in all California class action litigation. *See Vasquez v. Superior Court*, 4
Cal. 3d 800, 820-821 (1971).

1 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976).

2 Although the Court possesses “broad discretion” in determining that a proposed class action
3 settlement is fair, the Court’s role must be limited to the extent necessary to reach a reasoned
4 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
5 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to
6 all concerned. *See Officers for Justice*, *supra* 688 F.2d at 625. Accordingly, the Court should give
7 due regard to what is otherwise a “private consensual agreement” between the parties. *Id.*; *see also*
8 *Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub.*
9 *Power Supply Sys. Sec. Litig.*, 720 F.Supp. 1379 (D. Ariz. 1989), *aff’d sub nom.*, *City of Seattle*, 955
10 F.2d 1268; Manual § 21.6 at 309 (“The judicial role in reviewing a proposed settlement is critical,
11 but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The
12 judge cannot rewrite the agreement.”)

13 A court’s approval of a class action settlement will only be reversed for a clear abuse of
14 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *see also Officers for*
15 *Justice*, 688 F.2d at 626 (“reverse only upon a strong showing that the district court’s decision was a
16 clear abuse of discretion”); *Chemical Bank*, 955 F.2d at 1276; *Ackerman v. Kassar*, 1993 WL
17 326453 (9th Cir. 1993); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

18 As the court in *7-Eleven Owners for Fair Franchising v. Southland Corp* cautioned: “[i]t
19 cannot be overemphasized that neither the trial court in approving the settlement nor this Court in
20 reviewing that approval have the right or duty to reach any ultimate conclusions on the issues of fact
21 and law which underlie the merits of the dispute. It is well settled that in the judicial consideration
22 of proposed settlements, ‘the [trial] judge does not try out or attempt to decide the merits of the
23 controversy,’ [citation] and the appellate court ‘need not and should not reach any dispositive
24 conclusions on the admittedly unsettled legal issue.’” *7-Eleven Owners for Fair Franchising v.*
25 *Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000).

26 **2. The Settlement is Presumed To Be Fair**

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

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

4 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); *7-Eleven Owners for Fair*
5 *Franchising*, 85 Cal. App. 4th at 1146; *accord, Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18
6 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F Supp at 1387.

7 The settlement in the case at bar warrants approval and carries a presumption of fairness. As
8 previously noted in Plaintiff's Motion for Preliminary Approval, to evaluate damages and
9 Defendants' potential exposure, Defendant produced time records and payroll data for
10 approximately 10% of the class, and pay data for the entire class. (Supp. Hyun Decl. ¶ 8). The
11 parties agreed to rely on the provided documents, and relevant data points for purposes of mediation.
12 (*Id.*) The Parties only reached the settlement after a full day of negotiations with mediator, Todd
13 Smith. (*Id.* ¶ 10). Furthermore, Class Counsel is highly experienced in this type of litigation. As
14 shown in the concurrently filed supporting declarations, Class Counsel has significant experience in
15 class actions and employment wage and hour matters. (Declaration of Dennis Hyun ("Hyun Decl.")
16 ¶¶ 3-6; Declaration of Majed Dakak ("Dakak Decl.") ¶¶ 3-6).

17 **3. Two-Way Costs and Other Risks Inherent In Continued Litigation**
18 **Favor Final Approval**

19 To assess the fairness, adequacy and reasonableness of a class action settlement, the Court
20 also should weigh the immediacy and certainty of substantial settlement proceeds against the risks
21 inherent in continued litigation. *See In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir. 1995)
22 ("present value of the damages plaintiffs would likely recover if successful, appropriately
23 discounted for the risk of not prevailing, should be compared with the amount of the proposed
24 settlement") (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 1 53, 157 (3d Cir. 1975); *Boyd v.*
25 *Bechtel Corp.*, 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

26 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff may have been
27 liable for Defendants' costs. As such, should individual, current or former employees of Defendants
28 want to bring individual claims on the same causes of action, they would first have to find an

1 attorney willing to take their case on a contingency, and then face the uncertainty of prevailing and
2 possibly becoming liable to Defendants for costs. And, again, these employees would be forced to
3 arbitrate their individual claims. Accordingly, such claims likely would not be brought by many of
4 these current and former employees—thus, this lawsuit achieves a true benefit for the class that they
5 might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has
6 been reached, neither Plaintiff, nor any of the class members will be required to pay for Defendants’
7 litigation costs.

8 The risks of this case were weighed by Class Counsel and should be considered a significant
9 issue by the Court in its determination of final approval. *See* Supp. Hyun Decl. ¶ 11. Class Counsel
10 obtained a very substantial settlement for the Class that resulted in a fair recovery which, at the same
11 time, provides for finality and no risk of costs by the Class Members or the Class Representatives.

12 The \$350,000 Gross Settlement Amount as set forth in the Amended Stipulation of Class and
13 Representative Action Settlement filed on July 22, 2022 (collectively, “Stipulation” or “Settlement
14 Agreement”) provide the Class prompt, fair relief, while avoiding significant legal and factual
15 battles that otherwise may have prevented the Class from obtaining any recovery at all. While Class
16 Counsel believe the Class Members’ claims are meritorious and can be successfully litigated, they
17 are experienced and fully understand the inherent risks and uncertainty involved with such matters.
18 The Court’s rulings on contested motions to compel arbitration, new law related to PAGA
19 representative claims, class certification, and the outcome of a potential trial would surely be
20 appealed by the losing party had this case not settled. Class Counsel assessed these risks in
21 connection with the current settlement. Because the settlement provides immediate and substantial
22 relief, without the attendant risks and delay of continued litigation – not to mention the threat of
23 litigation costs – Class Counsel believe that the settlement warrants the Court’s final approval.

24 **4. The Complexity, Expense and Likely Duration of Continued Litigation**
25 **Against Defendants Favor Final Approval**

26 Another factor considered by courts in approving a settlement is the complexity, expense,
27 and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at 625; *Girsh*, 521 F.2d at
28 157. In applying this factor, the Court must weigh the benefits of the settlement against the expense

1 and delay involved in achieving an equivalent or more favorable result at trial. *See Young v. Katz*,
2 447 F.2d 431, 433-434 (5th Cir. 1971).

3 As noted above, continued litigation could have led to appeals on a number of issues (*see*
4 Supp. Hyun Decl. ¶ 11 for details). On the other hand, the settlement that was reached provides to all
5 Class Members – regardless of their means – fair relief in a prompt and efficient manner. Were the
6 Court to deny final approval, the Class Members would be left without a remedy as a practical matter
7 and courts across the State would have to address the issues presented here in a piecemeal, costly, and
8 time-consuming manner. The settlement in this case is therefore consistent with the “overriding public
9 interest in settling and quieting litigation” that is “particularly true in class action suits.” *See Van*
10 *Bronkhorst v. Safeco Corp.*, 529 F.2d at 950 (footnote omitted); *see also* 4 Newberg at § 11.41.

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

12 Class Counsel supports the settlement as fair, reasonable and adequate, and in the best
13 interest of the Class Members as a whole. (Hyun Decl. ¶¶ 9-10; Dakak Decl. ¶¶ 8-9). Similarly,
14 Defendants’ counsel also supports this settlement. The endorsement of qualified and well-informed
15 counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court
16 in its final approval determination. *See Officers for Justice*, 688 F.2d at 625; *Ellis*, 87 F.R.D. at 18;
17 *Boyd*, 485 F.Supp. at 617; *Linney*, 151 F.3d at 1242.

18 **6. Discovery and the Settlement Discussions Undertaken In This Action**
19 **Favor Final Approval**

20 Over the course of the lawsuit, Plaintiff conducted formal and informal discovery and
21 investigation, including propounding formal discovery and obtaining substantive responses thereto.
22 Specifically, Plaintiff propounded and received responses to the following formal written discovery:

- 23 • Plaintiff’s Request for Production of Documents and Things, Set No. One
 - 24 ○ Defendant Accor Management US Inc. Responses thereto
 - 25 ○ Defendant Accor Management US Inc. First Supplemental Responses thereto
 - 26 ○ Defendant Los Angeles Maison's Responses thereto
 - 27 ○ Defendant Los Angeles Maison's First Supplemental Responses thereto
- 28 • Plaintiff’s Special Interrogatories, Set No. One
 - Defendant Accor Management US Inc. Responses thereto
 - Defendant Accor Management US Inc. First Supplemental Responses thereto

- Defendant Los Angeles Maison's Responses thereto
- Defendant Los Angeles Maison's First Supplemental Responses thereto

(Supp. Hyun Decl. ¶ 7).

The above-described formal written discovery responses advised Plaintiff of issues related to this litigation, including but not limited to: class sizes, sub-class sizes, potential for additional liability, issues related to collective bargaining agreements, issues related to a prior court approved classwide release that affected this litigation, and commonality issues such as different employee positions and job titles of individuals within each class and subclasses. (Supp. Hyun Decl. ¶ 7).

Documents were also produced by Defendants in order to corroborate and add to the above-described information. (*Id.*) These documents include, but are not limited to, various collective bargaining agreements, employment agreements, employee handbooks, overtime, regular rate, meal and rest policies, prior class litigation documentation, Plaintiff's personnel file, stand-alone wage and hour policy documents, and arbitration agreements. (*Id.*)

Prior to the mediation conducted in this case, Plaintiff also obtained time records and payroll data for approximately 10% of the class, and pay data for the entire class. (Supp. Hyun Decl. ¶ 8). The parties agreed to rely on the provided documents, and relevant data points for purposes of mediation. Specifically, Plaintiff's requested and received the following payroll data prior to mediation in order for Plaintiff's expert to evaluate potential damages:

- 226(a)(8): Number of individuals paid wages at any time from May 8, 2019, through the present
 - From these, number of wage statements received by each
- Shift Differential: Number of individuals paid shift differentials/premiums at any time through the present.
 - From these, number of stubs received by for the above group
 - Average rate of pay for employee who were paid shit differential
- Regular Rate: Number of individuals who were paid any non-discretionary remuneration, including without limitation, shift differentials/premiums, covering any time period in which the employee was also paid OT wages at any time from 5/8/16 through present
 - For the above, all wages paid (regular, overtime, bonuses, shift differentials, etc.) and all hours worked during these pay periods
- Off-the-clock Work: Total number of non-exempt employees (OR only as to guards) employed by Defendant at any time from 5/8/16 through present
 - Total number of workweeks worked by this entire group
- Number of former employees whose employment ended at any time from 5/8/17 through present

- Meal and Rest Break Data:: for all non-exempts (OR only as to security guards) total number of shifts longer than 3.5 hours from 5/8/16 through present.
- PAGA: Total number of employees employed at any time from 5/5/19 through present and total number of pay periods worked during this same timeframe (223 at the time of mediation).

(*Id.*) Per the parties retained expert, the randomized sample size of 10% of the class obtained is considered statistically significant the purposes of a creating a robust damages study in support of settlement talks. (*Id.* ¶ 9). As detailed above, each of the factors weigh strongly in favor of final approval of the Settlement by this Court.

IV. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE APPROVED

Plaintiff respectfully requests and Defendants do not oppose an enhancement of Seven Thousand Five-Hundred Dollars (\$7,500.00) pursuant to the terms of the Settlement Agreement. Plaintiff requests this service payment in light of his efforts, risks undertaken and stigma he knew he would face by being a named plaintiff in a class action. In addition, the average award to class members is \$487.45, without having to be involved in the litigation and without taking any risks. Again, no class member has objected to any of the terms of this Settlement, including Plaintiff's requested enhancement.

As shown in Plaintiff's supporting declaration, he spent time with Class Counsel on a number of occasions to discuss the case, including providing substantive information regarding Defendants' practices, assisting in discovery, and providing documents related to their claims and the claims of the Class. (*See* Declaration of Zachary Kahn ("Kahn Decl.") at ¶ 3).

In addition to the invaluable services that Plaintiff provided, he assumed risks, both professionally and monetarily, in acting as the Class Representative. Because the claims alleged by Plaintiff involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the costs of Defendants had Plaintiff not prevailed in this action. (Kahn Decl. at ¶ 9). Moreover, given that future employers are much less likely to hire individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiff could face negative employment prospects in the future. (Kahn Decl. at ¶ 10). Plaintiff assumed such risks for the benefit of the Class. Class Members did not have to file individual lawsuits and bear the risks of

1 payment of fees and costs if they did not prevail, nor did they have to face the potential for
2 retaliation and not getting future employment had they filed a lawsuit which is a public record.
3 These are significant benefits, even apart from the time the Plaintiff spent working on this case, that
4 weigh in favor of granting the requested enhancement.

5 Finally, as part of the class settlement, Plaintiff also agreed to a general waiver of all known
6 and unknown claims, including Civil Code § 1542, while Settlement Class Members released only
7 the Labor Code claims asserted in this case. (Kahn Decl. at ¶ 11). Thus, Plaintiff sacrificed his own
8 individual rights for those of the class members. (*Id.*) This is a significant factor to take into
9 account that further warrants the award of the requested enhancement amount.

10 Courts have routinely granted approval of settlements containing such enhancements. In
11 *League of Martin v. City of Milwaukee*, 588 F. Supp. 1004 (E. D. Wis. 1984), the court held that the
12 proposed settlement properly granted the named plaintiffs individual relief. It is “not uncommon for
13 Class Members...to receive special relief in settlement... [The Plaintiff]...had been instrument[al]
14 in prosecuting this lawsuit since the date it was filed.” *Id.* at 1024. In *Kyriazi v. Western Elec. Co.*,
15 527 F. Supp. 18 (D. N. J. 1981), a named plaintiff in a Title VII class action was awarded individual
16 relief of back-pay and interest, reinstatement, punitive damages and counsel fees. Similarly, in
17 *Women’s Committee for Equal Employment Opportunity v. NBC*, 76 F.R.D. 173 (SDNY 1977), the
18 court approved as fair a settlement that included awards to 16 named plaintiffs of virtually all the
19 damages they sought.

20 In *Lo Re v. Chase Manhattan Corp.*, 1979 U. S. Dist. LEXIS 12210, 19 FEP Cas. (BNA)
21 1366 (SDNY 1979), the court approved a class representative payment of \$229,000.00 out of a
22 \$1,579,000.00 settlement fund to the named plaintiff for his individual claims. One of the factors
23 considered by the court in determining that such payments were fair was the fact that none of the
24 absent Class Members objected to the enhancements. The court held that this fact showed that the
25 Class Members were not offended by these enhancements. *Id.* at 17. In the present case, no class
26 member has objected to the enhancement. As such, one can infer that none of the Class Members
27 have any disagreement with such individual enhancement. Furthermore, and as explained above, the
28

1 Class Representative assumed substantial risk in bringing about the substantial benefits to the Class
2 – benefits they would not have received but for Plaintiff.

3 Here, this litigation has resulted in a significantly valuable benefit to the class, and the Class
4 Representatives took on substantial risk and sacrifice in helping to get this financial benefit to the
5 class. As such, the enhancement should be awarded to the named Plaintiff for his commitment,
6 dedication, and risks taken for this litigation. Accordingly, the Court should find that the
7 enhancement award is fair and reasonable.

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

9 Class Counsel has achieved an excellent settlement in this litigation, as set forth in the
10 Settlement Agreement and this Motion. The proposed settlement provides substantial benefits to the
11 Class and was reached after aggressive investigation and litigation by Class Counsel. Class Counsel
12 and Plaintiff achieved a \$350,000.00 common fund for the benefit of the Class/aggrieved employees
13 to compensate them for the claims alleged. Not a single class member//aggrieved employee has
14 objected to any of the Settlement's terms, including the attorneys' fees sought. As more fully
15 detailed below, Class Counsel's request for attorney's fees and reimbursement of costs, is fair,
16 reasonable, and adequate. Accordingly, final approval should be granted.

17 **A. An Award of Attorneys' Fees and Costs is Requested When A Common Fund**
18 **Has Been Created for the Benefit of the Class**

19 Class Counsel's application for an award of attorneys' fees in the amount of \$116,666.66 of
20 the \$350,000.00 common fund created on behalf of the Class is reasonable and fair. The requested
21 fee represents fair compensation for undertaking complex, risky, expensive, and time-consuming
22 litigation on a contingent basis.

23 Class Counsel seeks a fee award calculated as thirty-three and one-third percent (33 1/3%) of
24 the total value of the Settlement for the successful prosecution and resolution of this action. In
25 2016, the California Supreme Court issued its ruling regarding the award of attorney's fees in wage-
26 and-hour class action settlements. Under California law, the award of attorneys' fees in common
27 fund wage-and-hour class action settlements should start with the percentage method. *See Laffitte v.*
28 *Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and

1 state courts in holding that when class action litigation establishes a monetary fund for the benefit of
2 the class members, and the trial court in its equitable powers awards class counsel a fee out of that
3 fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage
4 of the fund created.”). Under the percentage of the fund method, the Court’s objective remains to
5 “mimic the market” in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir.
6 1998) (J. Posner) (“When a fee is set by a court rather than by contract, the object is to set it at a
7 level that will approximate what the market will set.... The judge, in other words, is trying to mimic
8 the market in legal services.”).

9 An award of 33% of the fund in attorneys’ fees mimics the marketplace as it “is supported by
10 the fact that typical contingency fee agreements provide that class counsel will recover 33% if the
11 case is resolved before trial and 40% if the case is tried.” *Fernandez v. Victoria Secret Stores LLC*,
12 2008 WL 8150856, at *16 n. 59 (C.D. Cal. July 21, 2008) (citing Brickman, *Effective Hourly Rates*
13 *of Contingency-Fee Lawyers: Competing Data and Non-Competitive Fees* (Fall 2003) 81 Wash U.
14 L. Q. 653, 659 n. 11). Indeed, “empirical studies [that] show that . . . fee awards in class actions
15 average around one-third of the recovery.” *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11
16 (2008).

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

22 Moreover, in the *Laffitte* intermediate court decision, the court observed that “33 1/3 percent
23 of the common fund is consistent with, and in the range of, awards in other class action lawsuits.”
24 *Laffitte v. Robert Half Int’l*, 231 Cal. App. 4th 860, 871 (2014). Here, the fee award representing 33
25 1/3% of the fund clearly falls within that range, and is consistent with other comprehensive surveys
26 of class action settlements and fee awards. *See Fitzpatrick, An Empirical Study of Class Action*
27 *Settlements and Their Fee Award*, 7 J. Empirical Leg. Stud. 811, 833 (2010) (analyzing 444 cases
28 between 2006-2007 and concluding that “[m]ost fee awards were between 25 percent and 35

1 percent, with almost no awards more than 35 percent”); Eisenberg & Miller, *Attorney Fees in Class*
2 *Action Settlements: An Empirical Study: 1993-2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn.16
3 (2010) (independent studies of class action litigation nationwide conclude that fees representing one-
4 third of the total recovery is consistent with market rates).

5 The results delivered by Plaintiff’s Counsel also support the requested percentage of the
6 fund. Here, Plaintiff and Class Counsel secured a \$350,000.00 common fund settlement.

7 Finally, “the response of the class members to attorneys’ fee notice, though not decisive, is
8 relevant to the... reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d
9 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s
10 “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case, the class
11 notice specifically notified class members that Plaintiff’s Counsel would be seeking 1/3 of the
12 settlement fund as attorneys’ fees. Not a single class member has objected. This strong favorable
13 response also supports the requested fees.

14 In addition, it is recognized that one of the primary factors justifying an enhanced attorney’s
15 fees reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v.*
16 *Grinnell Corp.*, 495 F. 2d 448, 470 (2d Cir. 1974):

17 No one expects a lawyer whose compensation is contingent upon his success to
18 charge, when successful, as little as he would charge a client who had agreed to pay
19 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.

20 Here, it is clear that a common fund of \$350,000.00 dollars has been created as the entire
21 amount is to be paid out without any reversion. For Class Counsel, the fees here were wholly
22 contingent in nature and the case presented far more risk than the usual contingent fee case. Among
23 the risks was the cost inherent in class action litigation, as well as a potentially drawn-out battle with
24 Defendants.

25 As a secondary backup support for the percentage of the fund method, when fees are
26 allocated by percentage method, courts have discretion to “cross-check” the fees awarded through
27 the lodestar method. However, the *Laffitte* Court “emphasize[d] [that] the lodestar calculation, when
28 used in this manner, does not override the trial court’s primary determination of the fee as a

1 percentage of the common fund and thus does not impose an absolute maximum or minimum on the
2 potential fee award.” *Laffitte*, 1 Cal. 5th at 505 (emphasis added); *In re Rite Aid Corp. Secs. Litig.*,
3 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-check does not trump the primary
4 reliance on the percentage of common fund method.”).

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

19 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4 or
20 even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001); *see also, e.g.*,
21 *Sutter Health Uninsured Pricing Cases*, 171 Cal App.4th 495, 512 (2009) (applying a 2.52
22 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal. App. 4th at 60 (applying a
23 2.5 multiplier on a lodestar cross-check). The intermediate court in *Laffitte*, after finding that “2 to
24 4” is a reasonable range for multipliers on a cross-check, affirmed a 2.13 multiplier. *Laffitte*, 231
25 Cal. App. 4th at 881-82. The intermediate court opinion was affirmed in full by the California
26 Supreme Court in its decision guiding lower courts on assessing fees.

27 With respect to Class Counsel’s lodestar, to date, 239.2 hours have been expended by Class
28 Counsel in this matter. (Hyun Decl. ¶ 7, Exh. A (110.7 hours); Dakak Decl. ¶ 13, Exh. A (128.5)).

Moreover, Class Counsel expects to incur approximately 20 additional hours of attorney time in finalizing this settlement. (Hyun Decl. ¶ 7; Dakak Decl. ¶ 13). Messrs. Hyun and Dakak request an hourly rate of \$750.00 per hour and \$700 per hour respectively (that have been previously approved by other courts), while Mr. Dakak also seeks \$250 per hour for his paralegal rate. (Dakak Decl. ¶ 13; Hyun Decl. ¶ 7).

Further, 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 and have been previously certified as class counsel by numerous courts. (Hyun Decl. ¶¶ 3-6; Dakak Decl. ¶¶ 4-7). Based on the hours and applicable rate, the total lodestar to be expended by Class Counsel through finalizing this settlement,

1 including post-settlement administration, will be approximately \$297,920.00, which actually
2 exceeds the \$116,666.66 sought and results in a negative multiplier. As such, the requested fee
3 award is fair and reasonable, and should be awarded in its entirety. Class Counsel risked not only a
4 great deal of time, but also a great deal of expense to ensure the successful litigation of this action on
5 behalf of all Class Members. For such reasons, Class Counsel's request for attorneys' fees in the
6 amount of \$116,666.66 is fair, reasonable, and adequate.

7 **VI. ATTORNEYS' FEE SPLIT**

8 As set forth in the Motion for Preliminary Approval, the Parties agreed to the division of
9 attorneys' fee: 50% to Kesselman Brantly Stockinger LLP; and 50% to Hyun Legal, APC, which
10 Plaintiff authorized in writing. (Dakak Decl. ¶ 12; Hyun Decl. ¶ 13; Kahn Decl. ¶ 8).

11 **VII. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF** 12 **COSTS**

13 The request for reimbursement of costs, in the amount of \$18,940.62 is fair and reasonable.
14 Pursuant to the terms of the Settlement Agreement, Plaintiff is allowed to seek reimbursement of
15 litigation costs up to a maximum of \$35,000.00. As set forth in Class Counsel's Declarations, all of
16 the costs are related to the litigation of this matter. (Hyun Decl. ¶ 8, Exh. B (showing \$10,859.13 in
17 costs); Dakak Decl. ¶ 14, Exh. B (showing \$8,081.49 in costs)). The authority for the court to award
18 this is the parties' Settlement Agreement and Labor Code §§ 218.5, 226, 1194, 2699, and 2802. As
19 such, this request should be approved.

20 **VIII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE** 21 **APPROVED**

22 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
23 Administrator, Simpluris, Inc., are to be paid out of the class settlement funds. The total settlement
24 administration costs are \$7,600.00. (Reyes Decl. at ¶ 16, Exh. B). Thus, class administration fees in
25 the amount of \$7,600.00 should be approved.

26 **IX. NOTICE TO THE LWDA HAS BEEN PROVIDED**

27 Plaintiff's counsel uploaded this Motion and Proposed Order and Judgment to the LWDA's
28 website. (Dakak Decl. at ¶ 15).

1 **X. UNCASHED FUNDS**

2 Any Class Member Allocation Amounts that remain uncashed after 180 days shall be sent to
3 the *cy pres* recipient, Legal Aid at Work. (Settlement Agreement at § 48(a)(iv)). Upon completion of
4 administration of the Settlement, the Settlement Administrator will provide a written declaration
5 under oath to certify such completion to the Court and counsel for all Parties. As previously
6 disclosed in the Motion for Preliminary Approval papers, no counsel or parties in this case have any
7 relationship with Legal Aid at Work.

8 **XI. CONCLUSION**

9 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff
10 respectfully submit that the standards for final approval have been met, and the terms of the
11 Settlement Agreement are fair, adequate and reasonable.

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

- 14 1. Granting final approval to the proposed Settlement Agreement;
- 15 2. Approving distribution of the settlement funds pursuant to the terms of the Settlement
16 Agreement;
- 17 3. Approving Plaintiff's request for the class representative enhancement pursuant to the
18 terms of the Settlement Agreement;
- 19 4. Approving Plaintiff's request for an award of the Class Counsel's fees and costs with
20 payment pursuant to the terms of the Settlement Agreement;
- 21 5. Approving Plaintiff's request for payment of the Settlement Administrator costs with
22 payment pursuant to the terms of the Settlement Agreement;
- 23 6. Entering judgment as to all members of the Settlement Class in this action; and
- 24 7. Setting a Compliance Hearing date.

25 ///

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Dated: December 23, 2022

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By: 
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