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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DOMENIC CIARLANTI, as an individual
and on behalf of all others similarly
situated,

Plaintiff,

vs.

PROVIDENT CREDIT UNION, a
California nonprofit corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 20-CIV-03398

(Assigned to the Honorable Don R. Franchi, Dept.
15)

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

Date: April 14, 2025

Time: 3:00 p.m.

Dept.: 15

Complaint Filed: August 11, 2020

FAC Filed: March 25, 2021

SAC Filed: May 20, 2022

Trial Date: None Set

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

2 **PLEASE TAKE NOTICE** that on April 14, 2025, at 3:00 p.m., or as soon thereafter as
3 the matter may be heard, before the Honorable Don R. Franchi in Department 15 of the above-
4 entitled court, located at 1050 Mission Road, South San Francisco, California 94080, Courtroom
5 K, Plaintiff Domenic Ciarlanti (“Plaintiff”) will and hereby does move the Court for an Order:

6 (1) Granting final approval to the Joint Stipulation of Class Action Settlement
7 (“Settlement Agreement”) in this matter;

8 (2) Approving distribution of the settlement funds to the Class Members, pursuant to
9 the terms of the Settlement Agreement;

10 (3) Approving Plaintiff’s request for an award of the enhancement payment of
11 \$10,000.00 to Plaintiff pursuant to the terms of the Settlement Agreement;

12 (4) Approving Plaintiff’s request for an award of attorneys’ fees to Class Counsel for
13 one-third (1/3) of the \$400,000.00 Gross Settlement Amount, or \$133,333.33, and
14 reimbursement of litigation costs of \$18,758.30, pursuant to the terms of the Settlement
15 Agreement;

16 (5) Approving Plaintiff’s request for payment of the settlement administration costs
17 to Phoenix Settlement Administrators in the amount of \$8,500.00, pursuant to the terms of the
18 Settlement Agreement;

19 (6) Approving Plaintiff’s request for payment of PAGA penalties of \$37,500.00 to
20 the California Labor and Workforce Development Agency (“LWDA”), pursuant to the PAGA
21 and the terms of the Settlement Agreement; and

22 (7) Entering final judgment as to all members of the Class in this action.

23 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
24 provides for court approval of the settlement of a purported class action and allows the Court to
25 grant final certification of a class for settlement purposes. In light of the overwhelmingly positive
26 response from Class Members, as shown by the lack of objections to the settlement and only two
27 opt-outs, there is no question that the settlement is fair, reasonable, and adequate and thus should
28 be granted final approval.

1 This Motion will be based on the attached Memorandum of Points and Authorities and
2 the supporting Declarations of Larry W. Lee, Mai Tulyathan, Plaintiff Domenic Ciarlanti, and
3 Kevin Lee of Phoenix Settlement Administrators, and upon the oral arguments of counsel
4 (should there be any), and on the complete records and file herein.

5
6 DATED: March 20, 2025

DIVERSITY LAW GROUP, P.C.

7 By:  _____

8 Larry W. Lee

9 Max W. Gavron

Mai Tulyathan

10 Attorneys for Plaintiff, the Class, and Aggrieved
11 Employees
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1 **I. INTRODUCTION**

2 Plaintiff Domenic Ciarlanti (“Plaintiff”) now seeks the Court’s final approval of the Joint
3 Stipulation of Class Action Settlement (“Settlement Agreement”). The settlement provides for a
4 \$400,000.00 **non-reversionary** fund to be created for the benefit of the Class¹, from which
5 attorneys’ fees, litigation costs, enhancement payment to the named Plaintiff, payment of PAGA
6 penalties to the California Labor & Workforce Development Agency (“LWDA”), and costs of
7 settlement administration are to be paid. The entire Net Settlement Amount after these
8 deductions will be paid to all Class Members who did not opt-out of the settlement.

9 The history of this litigation was previously detailed in Plaintiff’s Renewed Motion for
10 Preliminary Approval of Class Action Settlement. The Court preliminarily approved this
11 settlement on September 16, 2024, directing distribution of the Notice of Proposed Class Action
12 Settlement (“Notice Packet”) and scheduling the hearing for final approval of settlement (the
13 “Preliminary Approval Order”).

14 As directed by the Court, the Settlement Administrator selected by the Parties—Phoenix
15 Settlement Administrators—distributed the Notice Packet to 300 Class Members. (Declaration of
16 Kevin Lee on behalf of Phoenix Settlement Administrators (“Admin. Decl.”) ¶ 5.) To date, two
17 (2) requests for exclusion has been received. (*Id.* at ¶ 8.) There have been zero (0) objections
18 submitted by any Class Member. (*Id.* at ¶ 9.) As such, the settlement has a significantly high
19 participation rate of **99.33 percent**. (*Id.* at ¶11.) In light of this positive response from Class
20 Members, an inference can be made that the Class supports the Court’s Preliminary Approval
21 Order finding that the Settlement Agreement is fair and reasonable. (Declaration of Mai
22 Tulyathan (“Tulyathan Decl.”) at ¶ 9.)

23 In addition to the results of the notice process, for the same reasons as set forth earlier in
24 Plaintiff’s Renewed Motion for Preliminary Approval, the following represents the basic points
25

26 ¹ The “Class” as used herein refers to all current and former non-exempt employees employed by
27 Defendant in the State of California during the Class Period, who were paid non-discretionary
28 overtime and/or sick pay wages. “Class Period” means the period from August 15, 2019, through
January 1, 2023.

supporting final approval of the settlement:

- The settlement provides a total settlement sum of \$400,000.00 which is **non-reversionary**;

- The settlement is fair given that participating Class Members will receive (*after deductions for fees, costs, etc.*), on average, approximately \$602.04² for each Participating Class Member, with the highest individual settlement payment estimated to be \$1,050.97 (Admin. Decl. at ¶ 11);

- Class Members did not need to submit claim forms to participate in the settlement, but will automatically receive a check for their individual share of the settlement;

- The allocation reflects that payment of individual settlement amounts will be paid to Class Members on a *pro rata* basis, based on the number of pay periods worked by each Class Member during the Class Period;

- Plaintiff conducted significant investigation to fully evaluate the case. This included conducting formal and informal discovery and exchanges of information, including class data, the number of pay periods at issue, sample time and payroll records, and information regarding Defendant's relevant policies and practices;

- A highly regarded administrator, Phoenix Settlement Administrators, was retained to administer the settlement for approximately \$8,500.00 (Admin. Decl. at ¶ 16); and

- The State of California's LWDA will also be the beneficiary of this settlement, as it will receive \$37,500.00 under the allocation for PAGA, should this settlement be granted final approval. Timely notice of the PAGA settlement was provided to the LWDA in accordance with PAGA, and no objections to the settlement by the LWDA were received by Plaintiff's counsel. (Tulyathan Decl. at ¶¶ 22-24.)

Accordingly, the Court should grant final approval consistent with the Preliminary

² The estimated individual settlement payment to each participating Class Member increased from approximately \$549.90 per person (the estimated amount at preliminary approval), to approximately \$602.04 per person, in light of the decrease in the actual number of individuals in the settlement class. (Tulyathan Decl. at ¶ 8; Admin. Decl. at ¶ 11.)

1 Approval Order.

2 **II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE**
3 **SETTLEMENT**

4 The notice procedures required by the Preliminary Approval Order have been followed
5 and satisfy all due process rights of Class Members. The Preliminary Approval Order
6 contemplated that the Notice Packet, as approved in the Preliminary Approval Order, be sent to
7 all Class Members by first class mail, as specified in the settlement. The Preliminary Approval
8 Order contemplated, further, that Phoenix Settlement Administrators would serve as the
9 Settlement Administrator.

10 As clearly stated in the Declaration of Kevin Lee, notice was provided to Class Members,
11 as required by the Preliminary Approval Order. On October 24, 2024, the Settlement
12 Administrator received a Class Member mailing list from Defendant's counsel that included 300
13 Class Members. (Admin. Decl. at ¶ 3.) Prior to mailing the Notice Packet, the Settlement
14 Administrator conducted a National Change of Address ("NCOA") search to correct and/or
15 update the Class List and Data in case of any address changes. (*Id.* at ¶ 4.) On or about October
16 31, 2024, the Settlement Administrator mailed the Notice Packet to all Class Members in the
17 Class List and Data via first class mail. (*Id.* at ¶ 5.) From the date of mailing, twelve (12) Notice
18 Packets were returned due to incorrect addresses. (*Id.* at ¶ 6.) The Settlement Administrator
19 conducted skip tracing to update addresses for the Notice Packets that were returned, and
20 subsequently remailed them via U.S. first class mail. (*Id.*) As of the date of this filing, zero (0)
21 Notice Packets remain undeliverable. (*Id.* at ¶ 7.) Further, the Notice Packet provided Class
22 Members with the Class Counsel's and the Settlement Administrator's contact information,
23 where they could further seek information regarding the settlement, ask questions and review
24 pleadings in the case, and update their addresses.

25 The provision of sending the notice to class members as described above meets the
26 requirements for the "best notice practicable" in this case as necessary to protect the due process
27 rights of class members. (*See, Phillips Petroleum Co. v. Shutts* (1985) 472 U.S. 797, 811-12
28 (provision of "best notice practicable" with description of the litigation and explanation of opt-

1 out rights satisfies due process); *Eisen v. Carlisle & Jacquelin* (1974) 417 U.S. 156, 174-75
2 (individual notice must be sent to class members who can be identified through reasonable
3 means); *Mullane v. Central Hanover Bank & Trust Co.* (1950) 339 U.S. 306, 314 (best
4 practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise
5 interested parties of the pendency of the action and afford them an opportunity to present their
6 objections”).)

7 Here, the Class Members were provided with a mailing regarding the settlement that
8 explained the settlement and allowed Class Members to seek information, ask questions, and
9 exclude themselves and/or object to the settlement³, if so desired. As such, proper notice has
10 been given to the Class Members. Thus, the Court may proceed to determine the fairness and
11 adequacy of the settlement and enter its Order granting final approval, secure in the knowledge
12 that all absent Class Members have been given the opportunity to participate fully in the
13 settlement, exclusion, and approval process.

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

16 **A. Strength of Plaintiff’s Case and Likelihood of Certifying the Class**

17 In order to proceed as a class, there are two requirements which must be met—
18 ascertainability and community of interest. (*See Daar v. Yellow Cab Co.* (1967) 67 Cal. 2d 695,
19 704; *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 809.) “The community of interest
20 requirement embodies three factors: (1) predominant common questions of law or fact; (2) class
21 representatives with claims or defenses typical of the class; and (3) class representatives who can
22 adequately represent the class.” (*Richmond v. Dart Industries* (1981) 29 Cal. 3d 462, 470.)

23 **1. The Class is Ascertainable**

24 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure section
25 382 “is determined by examining (1) class definition, (2) the size of the class, and (3) the means
26

27
28 ³ The Notice Packet included a Request for Exclusion Form and an Objection Form. (Admin.
Decl., Ex. A.)

1 available for identifying the class members.” (*Reyes v. San Diego County Board of Supervisors*
2 (1987) 196 Cal. App. 3d 1263, 1271.)

3 Here, the Class is defined as: “all current and former non-exempt employees employed
4 by Defendant in the State of California during the Class Period, who were paid non-discretionary
5 incentives and/or different base hourly rates, and in that same workweek, either were paid
6 overtime and/or sick pay wages.” The Class Period is the period from August 15, 2019, through
7 January 1, 2023. There are 300 individuals that comprise of the Class. (Admin. Decl. at ¶ 3.)
8 This is far more than the minimum required to certify a class. Within the context of
9 manageability, the issue is whether there exists sufficient means for identifying class members at
10 the remedial stage. (*Reyes*, 196 Cal. App. 3d at pp. 1274-75.) Class Members have already been
11 identified by Defendant and notice was provided to all of the above Class Members.

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

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

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

18 “The ultimate question in every case of this type [class actions] is whether...the issues
19 which may be jointly tried, when compared with those requiring separate adjudication, are so
20 numerous and substantial that the maintenance of a class action would be advantageous to the
21 judicial process and to the litigants.” (*Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.
22 4th 1096, 1104-05.)

23 Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure
24 violated the Labor Code by its failure to pay overtime and sick pay at the correct regular rate of
25 pay and provide accurate itemized wage statements. Plaintiff also alleges that Defendant
26 engaged in unfair business practices. Defendant denies that liability could be established on a
27 class-wide basis and contends that liability and damages would need to be conducted on a case-
28 by-case basis.

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

2 The purported class representative’s claim must be “typical” but not necessarily identical
3 to the claims of other class members; it is sufficient that the representative is similarly situated so
4 that he or she will have the motive to litigate on behalf of the class. (*Classen v. Weller* (1983)
5 145 Cal. App. 3d 27, 45.) Courts look to whether class members have similar injuries, “whether
6 the action is based on conduct which is not unique to the named Plaintiff,” and whether other
7 class members were injured by the same conduct. (*Hanon v. Dataproducts Corp.* (9th Cir. 1992)
8 976 F.2d 497, 508.) The purpose of the typicality requirement “is to assure that the interest of the
9 named representative aligns with the interests of the class.” (*Id.* at p. 508.)

10 Plaintiff was employed by Defendant and was subjected to the same payroll policies as
11 all other Class Members. Specifically, like other members of the Class, Plaintiff regularly
12 earned non-discretionary incentive payments and was paid overtime and sick pay during the
13 same workweek. Plaintiff alleges that Defendant miscalculated the regular rate of pay when
14 paying overtime and sick pay to Plaintiff during workweeks when different hourly rates of pay
15 and/or non-discretionary incentive pay were paid to Plaintiff. (Declaration of Domenic Ciarlanti
16 (“Ciarlanti Decl.”) at ¶¶ 3-4.) Plaintiff also claims that he was issued inaccurate wage statements
17 that did not comply with Labor Code § 226(a). (*Id.* at ¶ 5.)

18 In other words, Plaintiff was subjected to the same policies and practices as other Class
19 Members. Accordingly, Plaintiff’s claims are aligned with the interests of the Class and
20 typicality is satisfied.

21 **c. Plaintiff Adequately Represented the Class**

22 The class representative, through qualified counsel, must be capable of “vigorously and
23 tenaciously” protecting the interests of the class members. (*Simons v. Horowitz* (1984) 151 Cal.
24 App. 3d 834, 846.)

25 Here, Plaintiff does not have any interests adverse to the Class, nor has any such issues
26 been raised or presented. (Ciarlanti Decl. at ¶ 6.) Plaintiff has taken all necessary steps to
27 represent the interests of the Class, including providing information and documents to his
28 counsel, and reviewing documents and pleadings in this case. (*Id.* at ¶¶ 7-8.) For such reasons,

1 Plaintiff has adequately represented the Class Members and will continue to do so.

2 **B. Defendant's Defenses and Unlikelihood of Class Certification**

3 As previously explained in Plaintiff's Renewed Motion for Preliminary Approval,
4 Defendant raised several defenses as to damages and liability on the claims, including as to class
5 certification.

6 With respect to the overtime regular rate claims, Defendant has indicated that it has
7 unilaterally issued payments to some of the underpaid employees, which also includes payments
8 for penalties under Section 203 and 226. Defendant also argues that it corrected its practices in
9 September 2020 as to how it pays out overtime. Based on that, it is Defendant's position that a
10 portion of the employees that are part of the putative class are not even owed any underpaid
11 overtime as Defendant has corrected its practices. With respect to the sick pay regular rate claim,
12 Defendant contends that its sick pay policy is compliant with the law, as it has indicated that it
13 pays sick pay based on the 90-day rule for sick leave. Given these defenses, it is Defendant's
14 position that Plaintiff will not prevail on liability on the regular rate claims.

15 On class certification, Defendant asserts that individualized issues predominate in this
16 case. As another risk to prevailing on class certification, there is essentially no precedent from
17 any California courts granting class certification of a sick pay regular rate claim. Thus, while
18 Plaintiff believes that a class can be certified, there is a possibility that the Court will not grant
19 class certification on Plaintiff's sick pay regular rate claim here.

20 Significantly, Defendant also argued that Plaintiff cannot establish that Defendant
21 "willfully" failed to pay wages at separation of employment, and thus Plaintiff cannot recover
22 waiting time penalties under Section 203. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88
23 Cal. App.5th 937 (upholding employer's good faith defense to rebut plaintiff's claim for waiting
24 time penalties under Labor Code § 203 and to rebut penalties under Labor Code § 226).) Should
25 Defendant succeed on the good faith defense, Class Members would recover \$0 for waiting time
26 penalties under Labor Code § 203 and statutory penalties under Labor Code § 226. With respect
27 to the wage statement claim, it is Defendant's position that its wage statements complied with the
28 law, that there was no "knowing and intentional" violation on its part, and that employees did not

1 suffer any “injury” as defined by Labor Code § 226(e).

2 Based thereon, Defendant continues to maintain that it is not liable for the claims and
3 allegations made by the Plaintiff.

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

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

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

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

21 Without reiterating the Parties’ showing that the Settlement Agreement and the
22 negotiation process that led to it was fair and adequate, as set forth in detail in the Renewed
23 Motion for Preliminary Approval of Class Action Settlement, the Parties highlight the following
24 facts. The Settlement Agreement was the product of negotiation between highly able and
25 experienced attorneys on both sides who possessed the relevant data and extensive legal research
26 which they had carefully analyzed. (Tulyathan Decl. at ¶ 3.) The Parties engaged in arm’s
27 length negotiations during two mediation sessions and post-mediation negotiations with the
28 assistance of wage and hour mediator, Hon. Ronald M. Sabraw (Ret.). (*Id.* at ¶ 4.)

1 The results after mailing the Notice Packet support confirmation of the Court’s
2 preliminary approval of the settlement with final approval of the settlement, as evidenced by the
3 fact that only two Class Members opted out and zero Class Members submitted any written
4 objections to the settlement. (Admin. Decl. ¶¶ 8-9.) With the significantly high rate of
5 participation in the settlement by Class Members (99.33%), the Court may appropriately infer
6 that the settlement is fair, adequate, and reasonable. (*See Class Plaintiffs v. City of Seattle* (9th
7 Cir. 1992) 955 F.2d 1268, 1291; *Churchill Vill. LLC v. Gen. Elec.* (9th Cir. 2004) 361 F.3d 566,
8 577 (approving settlement with 45 objections and 500 opt-outs from a 90,000-person class,
9 representing 0.05% and 0.56% of the class, respectively); *Chun-Hoon v. McKee Foods Corp.*
10 (N.D. Cal. 2010) 716 F. Supp. 2d 848, 852 (where 16 of 329 class members opted out, court
11 found that positive class reaction “strongly supports settlement”).) Here, the lack of any
12 objections and only two opt-outs to this current settlement indicates that Class Members
13 themselves view the settlement as fair, adequate, and reasonable.

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

16 **1. Standard of Review**

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

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

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

18 As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*:

19 It cannot be overemphasized that neither the trial court in approving
20 the settlement nor this Court in reviewing that approval have the
21 right or duty to reach any ultimate conclusions on the issues of fact
22 and law which underlie the merits of the dispute. It is well settled
23 that in the judicial consideration of proposed settlements, ‘the [trial]
24 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.

25 (*7-Eleven Owners for Fair Franchising v. Southland Corp* (2000) 85 Cal. App. 4th 1135, 1146.)

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:

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

(*Dunk*, 48 Cal. App. 4th at p. 1802; *accord*, *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87 F.R.D. 15, 18; *In re Wash. Pub Power Supply*, 720 F. Supp. at p. 1387.)

The settlement in the case at bar warrants approval and carries a presumption of fairness. As previously noted in the application for Preliminary Approval, this current settlement was negotiated at arm's length and facilitated by an experienced wage and hour mediator, Hon. Ronald M. Sabraw (Ret.). (Tulyathan Decl. at ¶ 4.)

Additionally, Class Counsel engaged in extensive factual investigation before settling, including conducting formal discovery, such as requests for production of documents and special interrogatories, and reviewing class data, time and payroll records, and Defendant's policies and practices. (*Id.* at ¶ 3.) Further, Class Counsel is highly experienced in this type of litigation. As shown in the supporting declarations, Class Counsel has significant experience in class actions and employment wage and hour matters. (Tulyathan Decl. at ¶¶ 13-16; Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 6-7.)

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

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

If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have been potentially responsible for Defendant's costs. As such, should individual current or former

1 employees of Defendant bring individual claims on the same causes of action, they would each
2 face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly,
3 such claims likely would not be brought by many of these current and former employees—thus,
4 this lawsuit achieves a true benefit for the class that they might not otherwise get or seek as
5 individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff
6 nor any of the Class Members will be required to pay for Defendant’s litigation costs.

7 The risks of this case were weighed by Class Counsel and should be considered a
8 significant factor by the Court in its determination of final approval. Class Counsel obtained a
9 very substantial settlement for the class that resulted in a fair recovery which at the same time
10 provides for finality and no risk of costs by Class Members or the Class Representative.

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

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

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

28 As noted above, continued litigation could have led to appeals on a number of issues. On

1 the other hand, the settlement that was reached provides to all Class Members—regardless of
2 their means—fair relief in a prompt and efficient manner. Were the Court to deny final approval,
3 Class Members would be left without a remedy as a practical matter and courts across the State
4 would have to address the issues presented here in a piecemeal, costly, and time-consuming
5 manner. The settlement in this case is therefore consistent with the “overriding public interest in
6 settling and quieting litigation” that is “particularly true in class action suits.” (*See Van*
7 *Bronkhorst*, 529 F.2d at p. 950 (footnote omitted); *see also 4 Newberg* § 11.41.) Here, this case
8 would have likely involved years of litigation, given that the claims are highly disputed.

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

10 Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best
11 interest of the Class Members as a whole. (Lee Decl. at ¶ 3; Tulyathan Decl. at ¶ 5.) Similarly,
12 counsel for Defendant is in favor of this settlement. The endorsement of qualified and well-
13 informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight
14 by the court in its final approval determination. (*See Officers for Justice*, 688 F.2d at p. 625;
15 *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485 F. Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.)

16 **IV. THE PROPOSED PROCEDURE FOR UNCASHED SETTLEMENT CHECKS**
17 **SHOULD BE APPROVED**

18 As referenced in the Renewed Motion for Preliminary Approval, to the extent any
19 uncashed settlement funds remain after 180 days, the Parties have agreed that all funds shall be
20 distributed to the *cy pres* beneficiary—the California State Bar’s Justice Gap Fund, a source of
21 funding for about 100 legal aid organizations across the State of California. (Tulyathan Decl. at
22 ¶ 10.)

23 **V. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT PAYMENT**
24 **SHOULD BE APPROVED**

25 Class Representative Domenic Ciarlanti requests an enhancement payment of
26 \$10,000.00. Plaintiff met and conferred with Class Counsel on numerous occasions, searched
27 for and provided information and documents to Class Counsel, and reviewed various pleadings
28 and documents including his employment records and pay stubs, the PAGA letter, complaints,

1 the Settlement Agreement, and his declarations submitted in this matter. (Ciarlanti Decl. at ¶ 8.)
2 Accordingly, Plaintiff provided invaluable information, evidence, and documents that resulted in
3 this settlement.

4 In addition to the invaluable services that he provided, Plaintiff also took significant risks
5 in acting as the Class Representative, seeking benefits on behalf of the Class. (*Id.* ¶¶ 10-11.)
6 Because the claims alleged by the Class Representative provide for the payment of fees and costs
7 to the prevailing party, Plaintiff undertook the risk that he may be required to pay Defendant's
8 fees and costs in the event that Defendant prevailed in this action. (*Id.*)

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

20 Finally, Plaintiff provided a general release and waiver of the protections of Civil Code
21 § 1542, which other Class Members did not have to do. (Ciarlanti Decl. at ¶ 12.) This is a more
22 extensive release than that provided by the Class at large, also supporting the request for the
23 enhancement.

24 Courts have routinely granted approval of settlements containing such enhancements.
25 (*See Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299-300
26 (incentive award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.* (S.D. Ohio
27 1990) 130 F.R.D. 366, 374 (two incentive awards of \$55,000, and three incentive awards of
28 \$35,000); *Brotherton v. Cleveland* (S.D. Ohio 2001) 141 F. Supp. 2d 907, 913-14 (granting a

\$50,000 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.* (S.D. Ohio 1991) 137 F.R.D. 240, 251-52 (\$50,000 awarded to each class representative); *Glass v. UBS Fin. Servs.* (N.D. Cal. Jan. 27, 2007) No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert* (7th Cir. 1998) 142 F.3d 1004, 1016 (affirming \$25,000 incentive award to class representative in ERISA case).)

VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

Class Counsel seeks a fee award calculated at one-third of the total value of the settlement fund, or \$133,333.33, for the successful prosecution and resolution of this action. California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to class members by the settlement. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 254; *Serrano v. Priest* (1977) 20 Cal. 3d 25, 34 [*Serrano III*]; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1997) 557 F.2d 759, 769.) The purpose of this equitable doctrine is to avoid unjust enrichment to the Class and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." (*Vincent v. Hughes Air West, Inc.*, *supra*, 557 F.2d at p. 769.)

The California Supreme Court issued its ruling regarding the award of attorney's fees in wage and hour class action settlements in *Laffitte*. Under California law, the award of attorneys' fees in common fund wage and hour class action settlements is proper under the percentage method. (*See Laffitte v. Robert Half Int'l* (2016) 1 Cal. 5th 480, 503 ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created").) Under the percentage of the fund method, the Court's objective remains to "mimic the market" in fixing a reasonable fee. (*See Gaskill v. Gordon* (7th Cir. 1998) 160 F.3d 361, 363 (J. Posner) ("When a fee is set by a court rather than by contract, the object is to set it at a level that will approximate

1 what the market will set.... The judge, in other words, is trying to mimic the market in legal
2 services.”).)

3 Here, the fee award representing one-third of the fund clearly falls within that range and
4 is consistent with other rulings of other courts and comprehensive surveys of class action
5 settlements and fee awards. (*See Martin v. AmeriPride Servs.* (S.D. Cal. 2011) 2011 U.S. Dist.
6 LEXIS 61796, 23 (recognizing that “courts may award attorney’s fees in the 30-40% range in
7 wage and hour class actions that result in recovery of a common fund under \$10 million”); *see*
8 *also* Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study:1993-*
9 *2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn. 16 (2010) (independent studies of class action
10 litigation nationwide conclude that fees in the range sought here are consistent with market
11 rates).)

12 The results delivered by Class Counsel also support the requested percentage of the fund.
13 Here, Plaintiff and his counsel secured a \$400,000.00 non-reversionary common fund settlement.

14 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,
15 is relevant to the...reasonable determination” regarding fees. (*Swedish Hospital v. Shalala* (D.C.
16 Cir. 1993) 1 F.3d 1261, 1272.) A positive response rate tends to suggest that the court’s
17 “approximation of the market” for fees is well supported. (*Id.* at p. 1269.) In this case, the
18 Notice Packet specifically notified Class Members that Class Counsel would be seeking
19 \$133,333.33 in attorneys’ fees. To date, no Class Member has objected to the settlement or the
20 request for attorneys’ fees. This strong favorable response also supports the requested fees.

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

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

(*City of Detroit v. Grinnell Corp* (2d Cir. 1974) 495 F.2d 448, 470.) Here, it is clear that a

1 common fund of \$400,000.00 has been created as the entire amount is to be paid without any
2 reversions. For Class Counsel, the fees here were wholly contingent in nature and the case
3 presented far more risk than the usual contingent fee case. Among the risks was the cost inherent
4 in class action litigation, as well as a potentially drawn-out battle with a corporate defendant. As
5 such, the requested fee should be awarded.

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

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

27 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to
28 4 or even higher.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 255; *see also*,

1 *e.g.*, *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal. App. 4th 495, 512 (applying a 2.52
2 multiplier on a cross-check in an antitrust class action); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th
3 43, 60 (2008) (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland*
4 *Raiders*, 203 Cal. App. 3d 78 (1988) (affirming a 2.34 multiplier without remand).) The
5 intermediate court in *Laffitte*, after finding that “2 to 4” is a reasonable range for multipliers on a
6 cross-check, affirmed a 2.13 multiplier. (*Laffitte*, 231 Cal. App. 4th at pp. 881-82.) The
7 intermediate court opinion was affirmed in full by the California Supreme Court in its new
8 decision guiding lower courts on assessing fees.

9 With respect to Class Counsel’s lodestar, to date, approximately 204.6 hours have been
10 expended by Class Counsel in this matter. (Lee Decl. at ¶ 8, Ex. A; Tulyathan Decl. at ¶ 17, Ex.
11 A.) Moreover, Class Counsel expect to incur approximately 12 additional hours of attorney time
12 in finalizing this settlement. (Tulyathan Decl. at ¶ 18.) Mr. Lee requests an hourly rate of
13 \$900.00 per hour. (Lee Decl. at ¶ 11.) Ms. Tulyathan requests an hourly rate of \$600.00 per
14 hour. (Tulyathan Decl. at ¶ 19.) The courts are quite liberal in the evidence required to prove an
15 attorney’s hours. Detailed time records are not required. An attorney’s testimony alone may
16 suffice: “Testimony of an attorney as to the number of hours worked on a particular case is
17 sufficient evidence to support an award of attorney fees, even in the absence of detailed time
18 records.” (*Martino v. Denevi* (1986) 182 Cal. App. 3d 553, 559.)

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

25 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
26 experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal. 4th 1084,
27 1095.) The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the
28 attorney’s skill and experience, the nature of the work performed, the relevant area of expertise

1 and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61
2 Cal. App. 4th 629, 632-33.)

3 Class Counsel's skill and experience justify the requested rate. As shown in the
4 supporting declarations, Class Counsel have significant experience in the area of employment
5 and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing
6 employees in employment matters, particularly wage and hour cases. (Lee Decl. at ¶¶ 6-7;
7 Tulyathan Decl. at ¶¶ 13-16.) As such, based on the hours and applicable rate, the total lodestar
8 to be expended by Class Counsel through finalizing this settlement will be approximately
9 **\$146,700**, based on 216.6 total hours. (Lee Decl. at ¶¶ 8, 12; Ex. A; Tulyathan Decl. ¶¶ 17-19,
10 Ex. A.)

11 Once the court establishes the lodestar amount, it may enhance the fee award by a
12 multiplier in order to make an appropriate fee award. (*Serrano III*, 20 Cal. 3d at p. 48.) The
13 pertinent factors include the difficulty of the questions involved and the skill in presenting them,
14 the contingent nature of the fee award, the extent to which the litigation precluded other
15 employment, and the percentage-of-the-fund the attorney would have received on the fair
16 market. (*Id.*, *Lealao*, 82 Cal. App. 4th at p. 49.) However, this list is not exhaustive and the
17 court can consider other factors it deems important in setting the multiplier. (*Ketchum v. Moses*
18 (2001) 24 Cal. 4th 1122, 1139.)

19 It is also critical to note that prompt settlement cannot be used to diminish the fee or the
20 enhancement based on a percentage-of-the-fund. (*Lealao*, 82 Cal. App. 4th at p. 52 (the
21 promptness of settlement "cannot be used to justify the refusal to apply a multiplier").)
22 According to *Lealao*, courts placed "an extraordinarily high value" on settlement, and counsel
23 should be rewarded, not punished, for achieving this goal in a timely fashion. (*Id.*)

24 Here based upon Class Counsel's lodestar of \$146,700, Plaintiff's request for a fee award
25 of \$133,333.33 is more than reasonable and fair. As the Court can see, the lodestar *exceeds* the
26 requested fee amount, such that it would result in a **negative** multiplier. As such, the requested
27 fee award is fair and reasonable, and should be awarded in its entirety. Class Counsel risked not
28 only a great deal of time, but also a great deal of expense to ensure the successful litigation of

1 this action on behalf of all Class Members. For these reasons, Class Counsel's request for
2 attorneys' fees in the amount of \$133,333.33 should be approved as fair, reasonable, and
3 adequate.

4 **VII. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT**
5 **OF COSTS**

6 The request for reimbursement of costs, in the amount of \$18,758.30, is fair and
7 reasonable. The costs are all litigation related costs. As set forth in Plaintiff's counsel's
8 declaration, the costs were all directly incurred in the prosecution of this action, including but not
9 limited to, filing and service fees, court fees, postage fees, and costs associated with mediation
10 (two sessions). (Tulyathan Decl. at ¶ 21, Ex. B.) As such, this request should be approved.

11 **VIII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE**
12 **APPROVED**

13 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
14 Administrator, Phoenix Settlement Administrators, are to be paid out of the Gross Settlement
15 Amount. As shown in the Declaration of Kevin Lee, the settlement administration fees expended
16 in this matter amount to a total of \$8,500.00, which is an amount that was agreed upon by the
17 Parties. (Admin. Decl. ¶ 16, Ex. B.) For such reasons, it is requested that the Settlement
18 Administrator's fees be approved.

19 **IX. CONCLUSION**

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

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

- 25 1. Granting final approval to the proposed Settlement Agreement in this action;
- 26 2. Approving distribution of the settlement funds to Participating Class Members
27 pursuant to the terms of the Settlement Agreement;
- 28 3. Approving Plaintiff's request for an award of an enhancement of \$10,000.00, with

1 payment pursuant to the terms of the Settlement Agreement;

2 4. Approving Plaintiff's request for an award to Class Counsel of \$133,333.33 in
3 attorneys' fees and \$18,758.30 in costs, with payment pursuant to the terms of the Settlement
4 Agreement;

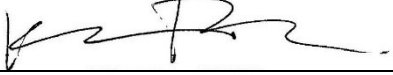
5 5. Approving Plaintiff's request for payment of the settlement administration costs
6 to Phoenix Settlement Administrators in the amount of \$8,500.00, with payment pursuant to the
7 terms of the Settlement Agreement;

8 6. Approving Plaintiff's request for payment of PAGA penalties to the LWDA of
9 \$37,500.00, with payment pursuant to the terms of the Settlement Agreement; and

10 7. Entering final judgment as to all members of the Class in this action.

11
12 DATED: March 20, 2025

DIVERSITY LAW GROUP, P.C.

13 By: 

14 Larry W. Lee

15 Max W. Gavron

16 Mai Tulyathan

17 Attorneys for Plaintiff, the Class, and Aggrieved
18 Employees
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