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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ANGELES

CARRIE PRODROMIDES, an individual,

Plaintiff,

vs.

SHORELINE TREATMENT CENTER, INC., a
California Corporation; RACHEL LEVI, an
individual, and DOES 1 through 50, inclusive,

Defendants.

CLASS ACTION

Case No: 20STCV47287
Hon. Stuart Rice
Dept. 1

**PLAINTIFF CARRIE PRODROMIDES'
NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PRIVATE ATTORNEY GENERAL
ACT SETTLEMENT**

Filed Concurrently with:

- Declaration of Rolando J. Gutierrez;
- Declaration of Richard Kim;
- Declaration of Carrie Prodromides;
- Declaration of Jeremy Talavera;
- [Proposed] Order; and
- [Proposed] Judgment

Date: June 7, 2024
Time: 10:30 a.m.
Dept.: 1

Complaint Filed: December 10, 2020
Initial Trial Date: None

THE COURT, ALL PARTIES, AND THEIR RESPECTIVE COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on June 7, 2024 at 10:30 a.m. or as soon thereafter as this matter
may be heard in Department 1 of the Spring Street Courthouse located at 312 North Spring Street, Los

Angeles, California 90012, pursuant to section 382 of the Code of Civil Procedure, California Rules of Court, rule 3.769, *et seq.*, and California Rules of Court, rule 3.764(c)(2), Plaintiff Carrie Prodromides will and hereby does move the Court for an order will move the Court for an Order granting final approval of the proposed class action and PAGA settlement between Plaintiff Carrie Prodromides and Defendant Shoreline Treatment Center, LLC, a California limited liability company f/k/a Shoreline Treatment Center, Inc.; Defendant Rachel Levi; and Defendant Odyssey Behavioral Healthcare, LLC, a Delaware limited liability company. Ms. Prodromides further moves the Court for an Order:

1. Granting final approval of the Class Action and PAGA Settlement and finding that it is fair, reasonable, and adequate;

2. Finding that class members were given notice of the settlement and advised of their right to participate in, object to, or exclude themselves from the settlement in a reasonable manner;

3. Appointing Rolando J. Gutierrez, Esq., and Nicholas L. Ramirez, Esq., of BROWN WHITE & OSBORN LLP, and Richard Kim, Esq., of the LAW OFFICE OF RICHARD KIM, P.C., as Class Counsel;

4. Approving the PAGA Settlement in the amount of \$25,000.00, with \$18,750.00 to be paid to the California Labor Workforce Development Agency;

5. Approving payment of up to \$226,159.33, which is one-third of the Gross Settlement Amount, of which \$166,665 shall be paid from the Settlement Fund, and a Direct Fee Payment of \$59,494.32 to be paid by Defendants;

6. Approving an award of \$45,000 to Class Counsel for costs incurred in litigating this action.

7. Appointing Carrie Prodromides as the Class Representative;

8. Approving a Class Representative Service Payment \$7,500 to Plaintiff Carrie Prodromides for her services as the Class Representative;

9. Directing the clerk of the Court to enter the Court's order as a final judgment; and

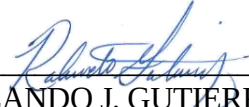
10. Without affecting the finality of the final judgment, reserving continuing jurisdiction over the parties for the purposes of implementing, enforcing, and/or administering the Settlement or enforcing the terms of the judgment.

1 This Motion is based upon the attached Memorandum of Points and Authorities, the
2 Concurrently Filed Declaration of Rolando J. Gutierrez, Esq., Declaration of Nicholas L. Ramirez, Esq.,
3 Declaration of Richard Kim, Esq., Declaration of Carrie Prodromides, all pleadings, papers, and records
4 in this action, matters of which this Court is requested to take judicial notice, and on such other and
5 further oral and documentary evidence as may be presented at the hearing.

6
7 Dated: May 16, 2024

BROWN WHITE & OSBORN LLP
LAW OFFICES OF RICHARD KIM, PC

8
9 By: _____


ROLANDO J. GUTIERREZ
NICHOLAS L. RAMIREZ
RICHARD KIM

Attorneys for Plaintiff and the Putative Class

TABLE OF CONTENTS

MEMORANDUM OF POINTS AND AUTHORITIES.....	1
I. INTRODUCTION.....	1
II. SUMMARY OF THE CASE	2
A. Background.	2
B. Defendants Pick Off Certain Members Of The Putative Class.	3
C. Discovery And Investigation.....	3
D. Mediation And Subsequent Settlement.	3
III. KEY TERMS OF THE SETTLEMENT.....	4
A. The Class Definition And The PAGA Period.....	4
B. Gross Settlement Amount.	5
C. Net Settlement Amount.....	6
D. Distribution Formula For The Participating Class Members.	7
E. Tax Allocation and Treatment.....	8
F. The Releases.....	9
G. Declaratory Relief.....	10
H. The Settlement is Non-Reversionary.....	10
I. Direct Fee Payment To Class Counsel.	10
IV. CLASS NOTICE AND ADMINISTRATION.....	10
V. THE SETTLEMENT MERITS FINAL APPROVAL	12
A. The Settlement Was A Product Of Arms-Length Negotiations Following Extensive Formal And Informal Discovery And Investigation.	12
B. Class Counsel Are Experienced In Similar Litigation.	13
C. There Are No Objections Or Requests For Exclusion.	14
D. The Settlement Is A Reasonable And Adequate Compromise.....	14
E. The PAGA Settlement is Fair and Reasonable.	15
VI. THE REQUEST FOR ATTORNEYS' FEES SHOULD BE APPROVED.....	15
A. The Requested Settlement Fund Fee Payment And The Direct Fee Payment Are	

1	Reasonable and Justified Under The Percentage Method.	16
2	B. The Lodestar Cross-Check Supports A Fee Award of 1/3 of the Gross Settlement	
3	Amount.....	18
4	1. Class Counsel Spent Considerable Time Pursuing This Litigation.	18
5	2. The Hourly Rates Are Reasonable And Commensurate With The Prevailing	
6	Market Rates.....	19
7	3. The Resulting Lodestar Exceeds 33.333% of the Gross Settlement Amount.	19
8	a. The Results Obtained.....	19
9	b. The Novelty and Complexity of the Issues, and The Quality of Class	
10	Counsels' Representation.....	20
11	c. The Contingent Risk of Representation.....	20
12	C. The Request for Litigation Expenses Should be Granted.....	22
13	D. The Proposed Service Award is Fair and Reasonable.....	22
14	E. The Requested Administrator Expense Award is Proper.	23
15	VII. CONCLUSION	24

TABLE OF AUTHORITIES

California Cases

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> (2000) 85 Cal.App.4th 1135	13
<i>Beasley v. Wells Fargo</i> (1991) 235 Cal.App.3d 1407	21
<i>Chavez v. Netflix, Inc.</i> (2008) 162 Cal.App.4th 43	17
<i>City of Oakland v. Oakland Raiders</i> (1988) 203 Cal.App.3d 78	21
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<i>Dunk</i> , 48 Cal.App.4th	12
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<i>Laffitte</i> , 1 Cal.5th	16
<i>Lealao v. Beneficial California, Inc.</i> (2000) 82 Cal.App.4th 19	19
<i>Mark v. Spencer</i> (2008) 166 Cal.App.4th 219	15
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> (2010) 186 Cal.App.4th 399	22
<i>Murphy v. Kenneth Cole Productions, Inc.</i> (2007) 40 Cal.4th 1094	19
<i>Olson v. Automobile Club of Southern California</i> (2008) 42 Cal.4th 1142	21
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<i>Serrano v. Priest</i> (1977) 20 Cal.3d 25	16
<i>Serrano v. Unruh</i> (1982) 32 Cal.3d 621	21
<i>Wershba</i> (2001) 91 Cal.App.4th	21

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3	Cal RULES OF PROF. CONDUCT., rule 1.5.1	15
4	CAL. RULES OF COURT, RULE 3.769.....	12
5	Cal. Rules of Ct., rule 3.769.....	15
6	Federal Cases	
7	<i>Crommie v. State of Cal. Public Utilities Comm’n</i> (N.D. Cal. 1994) 840 F.Supp. 719.....	21
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10	<i>Hopson v. Hanesbrands, Inc.</i> (N.D. Cal. 2009)	15
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18	<i>Officers for Justice v. Civil Service Com’n of City and County of San Francisco</i> (1982) 688 F.2d 615..	12
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1 II.

2 SUMMARY OF THE CASE

3 A. Background.

4 This Action alleges that Defendants operate a home health residential treatment and outpatient
5 facility that treats patients with eating disorders. (Concurrently Filed Declaration of Rolando J. Gutierrez
6 (“Gutierrez Decl.”), ¶ 4.) Certain non-exempt employees, such as Ms. Prodromides, were required to
7 work an alternative workweek schedule (“AWS”). (*Id.*) Prior to the implementation of the AWS,
8 Defendants were legally required to follow an election procedure mandated under the Industrial Wage
9 Order 5. *See* 8 CAL. CODE REGS. § 11050(3)(C), *see also*, LAB. CODE §§ 511 & 517. It was confirmed in
10 discovery that the election had not taken place. (*Id.*) Thus, Ms. Prodromides and other employees
11 worked at least 12 hours per shift without timely rest periods or meal breaks, and without overtime
12 compensation. Review of Defendants’ payroll and timekeeping data also elucidated wage and hour
13 violations for other non-exempt employees who were not subjected to the AWS. (*Id.*, ¶ 11.)

14 On December 10, 2020, Ms. Prodromides filed her Class Action Complaint against Defendants
15 Shoreline Treatment Center, Inc., Rachel Levi, and Does 1 through 50, for (1) Failure to Pay Overtime
16 and Double Time Compensation, (2) Failure to Provide Meal Periods, (3) Failure to Provide Rest
17 Periods, (4) Failure to Provide Accurate Itemized Wage Statements, (5) Waiting Time Penalties, and (6)
18 Unfair Competition and Unlawful Business Practices. (*Id.*, ¶ 3; *see generally* Complaint.) On April 28,
19 2021, Ms. Prodromides filed her First Amended Class Action Complaint (“FAC”) alleging a cause of
20 action seeking civil penalties under PAGA. (Gutierrez Decl., ¶ 3; *see generally* FAC.) On August 20,
21 2021, Ms. Prodromides filed three Amendments to Complaint, substituting Shoreline Treatment Center,
22 LLC, as “Doe 1”; Odyssey Behavioral Healthcare, LLC, (“OBHC”)³, as “Doe 2”; and 108 Roycroft,
23 LLC (“Roycroft”), as “Doe 3”.⁴ (Gutierrez Decl., ¶ 5; *see generally* Amendments to Complaint.)

24
25 ³ Plaintiff alleges that OBHC is the successor entity of Shoreline, and since December 2020 now operates
26 Shoreline treatment facilities in Southern California. For purposes of this Motion, the term “Shoreline”
collectively refers to Defendant Shoreline Treatment Center, Inc., Defendant Shoreline Treatment Center, LLC,
and OBHC.

27 ⁴ To effectuate the Settlement, on October 23, 2023, with leave of Court Plaintiff filed a Second Amended
28 Complaint, which is now the “Operative Complaint” for purposes of Final Approval, and dismissed Defendant
108 Roycroft, without prejudice. (Gutierrez Decl., ¶ 5.)

1 **B. Defendants Pick Off Certain Members Of The Putative Class.**

2 In or around August 2021, Defendants Shoreline and Levi sought the release of all claims, known
3 and unknown, from members of the putative class in exchange for a pre-determined “release benefit.”
4 (Gutierrez Decl., ¶ 6.) Certain Class Members signed either a “Release Benefit Agreement” or a
5 “Revised Release Benefit Agreement” (collectively “Release Benefit Agreement”). (*Id.*) Ms.
6 Prodromides engaged in extensive discovery and investigation regarding the existence and nature of
7 these agreements, wherein she discovered that 73 individuals had signed a Release Benefit Agreement.
8 (*Id.* at ¶¶ 7 and 8, *et seq.*) Plaintiff discovered that Defendants had paid an aggregate of \$173,661 to
9 these Class Members for the release of all claims, known or unknown (“Total Release Benefit Amount”).
10 (*Id.* at ¶ 7.)

11 **C. Discovery And Investigation.**

12 Between June 10, 2021 and October 6, 2022, Ms. Prodromides engaged in extensive formal
13 discovery related to, *inter alia*, Defendants’ wage-and-hour policies, procedures, and practices;
14 Defendants’ compliance with their wage-and-hour policies, procedures, and practices; Defendants’
15 affirmative defenses, including the Release Benefit Agreements that Defendants transmitted to putative
16 Class Members in or around August 2021; and the re-classification of certain employees from exempt to
17 non-exempt after the initiation of this Action. (*Id.*, ¶ 8, *et seq.*)

18 **D. Mediation And Subsequent Settlement.**

19 On August 15, 2022, Ms. Prodromides’ Counsel transmitted a letter to Defense Counsel in which
20 it outlined Ms. Prodromides’ bases for moving to invalidate the release agreements. (*Id.* at ¶ 10.) By the
21 time that Ms. Prodromides’ transmitted her meet and confer letter to Defense Counsel, the authority
22 supporting her motion was meticulously researched and her motion was fully briefed and ready to be
23 filed. (*Id.*) After extensive meet-and-confer efforts, and after having taken three depositions, the parties
24 agreed to mediate. (*Id.*)

25 In advance of mediation, Defendants provided class data that included employee names,
26 anonymous identification numbers, termination dates, written meal break waivers, AWS status, release
27 benefit amounts, payroll records, and timekeeping records for all non-exempt employees. (Gutierrez
28 Decl., at ¶ 11.) Ms. Prodromides retained an expert to analyze the data who formulated damage models

1 based on violation rates outlining Defendants’ maximum exposure, which Ms. Prodromides’ counsel
2 reviewed and analyzed prior to mediation. (*Id.*)

3 On January 12, 2023, the Parties mediated the Action with professional neutral, Kim Deck, Esq.,
4 of Judicate West. (*Id.*, ¶ 12.) A full-day mediation did not result in a compromise, but the Parties
5 continued negotiations with the aid of Ms. Deck. (*Id.*) On January 31, 2023, the Parties accepted a
6 mediator’s proposal. (*Id.*, at ¶ 13.)

7 III.

8 KEY TERMS OF THE SETTLEMENT

9 The terms of the settlement were initially reduced to writing within the “Class Action and PAGA
10 Settlement and Release Agreement” (the “Agreement”). (*Id.* at ¶ 14.) At the Court’s request, Mr.
11 Prodromides submitted to the Court an Amended Class Action and PAGA Settlement and Release
12 Agreement (“Amended Agreement”) on October 26, 2023. (*Id.*) The Court entered its Preliminary
13 Approval Order on November 14, 2023. (*Id.*)

14 Prior to the date the class notice was set to issue, Counsel for the Parties discovered a discrepancy
15 with the Total Release Benefit Amount. (*Id.*, at ¶ 15.) The Parties submitted to the Court a proposed
16 addendum (“Addendum”), along with a “Revised Class Notice,” amending the Total Release Benefit
17 Amount from \$173,661 to \$178,484.77, resolving the discrepancy. (*Id.*) On December 28, 2023, the
18 Court approved both the Addendum and the Revised Class Notice and issued the Amended Preliminary
19 Approval Order (“Amended PAO”). (*Id.*)

20 The following key terms of the Settlement are summarized from the Amended Agreement, the
21 Addendum, and the Revised Class Notice, which are all attached and incorporated into the Court’s
22 Amended PAO.⁵ (*Id.*, ¶ 16.)

23 A. The Class Definition And The PAGA Period.⁶

24 The “Settlement Class” is defined as:

25 All current and former non-exempt employees who work or worked for Defendants

26 ⁵ Attached to the Gutierrez Decl. is a copy of the Amended PAO, labeled as “Amended Preliminary Approval
27 Order,” which attaches the Amended Agreement as “Exhibit 1,” the Addendum as “Exhibit 2,” and the Revised
28 Class Notice as “Exhibit B” to Exhibit 2. (Gutierrez Decl., ¶ 17, n. 1.)

⁶ See note 4, *supra*.

Shoreline Treatment Center, Inc., Shoreline Treatment Center, LLC, or Odyssey Behavioral Healthcare, LLC at any Shoreline Treatment Center facility in California during at any time during the time-period of December 10, 2016 through March 10, 2023, and includes the “Non-Release Benefit Subclass” and the “Release Benefit Subclass.”

(Gutierrez Decl., ¶ 18; Amended PAO, p. 2:7-11; *id*, p. 2, n. 1, Ex. 1 thereto, ¶¶ 2.14. and 2.57.) The Class Period is from December 10, 2016 to March 10, 2023. (Gutierrez Decl., ¶ 18; Amended PAO, p. 2:20; *id*, p. 2, n. 1, Ex. 1 thereto, ¶ 2.14.)

The “Non-Release Benefit Subclass” includes:

All non-exempt employees who worked for any of the Defendants during the Class Period but did not sign a Release Benefit Agreement releasing Defendants from the claims raised in the Action and did not receive compensation for releasing Defendants from the claims raised in the Action.

(Gutierrez Decl., ¶ 19; Amended PAO, p. 2:13-15; *id*, p. 2, n. 1, Ex. 1 thereto, ¶ 2.39.) There are approximately 114 members in the Non-Release Benefit Subclass. (Gutierrez Dec., ¶ 19.)

The “Release Benefit Subclass” includes:

All non-exempt employees who worked for any of the Defendants during the Class Period and who signed a Release Benefit Agreement releasing Defendants from the claims raised in the Action or received payments for releasing Defendants from the claims raised in the Action.

(Gutierrez Decl., ¶ 20; Amended PAO, p. 2:13-15; *id*, p. 2, n. 1, Ex. 1 thereto, ¶ 2.51.) The Operative Complaint alleges a cause of action for declaratory relief on behalf of the Release Benefit Subclass invalidating the Release Benefit Agreements. (Gutierrez Decl., ¶ 20; Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶ 6.; Operative Complaint, ¶¶ 116-124.) There are approximately 77⁷ members in the Release Benefit Subclass. (Gutierrez Dec., ¶ 20.)

The “PAGA Period” means the period from May 29, 2019 to March 10, 2023. (Gutierrez Decl., ¶ 21; Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶ 2.46.)

B. Gross Settlement Amount.

Defendants agree to pay \$500,000 to fund the Settlement (the “Settlement Fund”), which aggregated with the Total Release Benefit Amount of \$178,484.77 constitutes a “Gross Settlement

⁷ There are two individuals who signed settlement agreements that were separately and independently negotiated by their respective private counsel, and not considered part of the Settlement. (Gutierrez Decl., ¶ 20; Amended PAO, p. 2, n. 1; Ex. 1 thereto, ¶ 6.2.1.)

Amount” valued at \$678,484.77. (Gutierrez Decl., ¶ 22; Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶¶ 2.27. and 2.58; Amended PAO, p. 2, n. 1, Ex. 2 thereto, ¶ 5.1.)

C. Net Settlement Amount.

The “Net Settlement Amount” is the Settlement Fund of \$500,000 less the following deductions, subject to Court approval:

PAGA Allocation. A PAGA allocation of \$25,000, of which 75% (\$18,750) shall be paid to LWDA, which represents the “LWDA PAGA Payment” and 25% (\$6,250) paid to Aggrieved Employees. (Gutierrez Decl., ¶ 23(a); Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶¶ 2.34., 5.3.1-5.3.1.2.) Each Aggrieved Employee will receive his or her share of the amount allocated to the Aggrieved Employees (i.e., \$6,250), which represents the “Individual PAGA Payment”. (*Ibid.*; Ex. 1 thereto, ¶ 2.29.) The Individual PAGA Payment shall be calculated by dividing \$6,250 by the total number of Aggrieved Employees in the PAGA Group and multiplying the result by the number of PAGA Pay Periods worked within the PAGA Period. (*Ibid.*; Ex. 1 thereto, ¶ 5.3.1.2.)

Settlement Fund Fee Payment and Class Counsel Expenses. Under the terms of the Settlement, Defendants will not oppose Class Counsel’s fee application of up to 35% of the Settlement Fund in the amount of \$175,000 (the “Settlement Fund Fee Payment”). (Gutierrez Decl., ¶ 23(b); Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶¶ 5.3.4. and 8.1.) Class Counsel, however, reduce their Settlement Fund Fee Payment request to 33.333% of the Settlement Fund (i.e., \$166,665), the remainder of which will go to and benefit the Participating Class Members. (Gutierrez Dec., ¶ 23(b).) Defendants will also not oppose Class Counsel’s request for costs not to exceed \$45,000 (“Class Counsel Expenses”). (Gutierrez Decl., ¶ 23(b); Amended PAO, p. 2, n. 1; Ex. 1 thereto, ¶ 5.3.4.)⁸

If the Court approves an amount less than the foregoing, the remainder will be allocated to the Net Settlement Amount for distribution to the Participating Class Members. (Gutierrez Decl., ¶ 23(b); Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶ 5.3.4.2.)

Class Representative Service Award. Under the terms of the Settlement, Defendants agree to not oppose a “Service Award” request of up to \$15,000 to Ms. Prodromides for initiating and providing her

⁸ Class Counsel has incurred \$48,604.15 in litigation costs to date. (Gutierrez Decl., ¶¶ 54-55.)

services in support of the Action. (Gutierrez Decl., ¶ 23(c); Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶¶ 2.36 and 5.3.3.) Ms. Prodromides, however, reduces her request to \$7,500, the remainder of which will go to and benefit the Participating Class Members. (Gutierrez Decl., ¶ 23(c); concurrently filed Declaration of Carrie Prodromides (“Prodromides Decl”. ¶ 14.) If the Court approves a lesser amount, the Administrator will allocate the unapproved portion to the Net Settlement Amount for distribution to Participating Class Members. (Gutierrez Decl., ¶ 23(c); Ex. 1 thereto, ¶ 5.3.3.2.)

The Proposed Administrator. The Parties agreed to appoint CPT Group, Inc. as the “Administrator.” (Gutierrez Decl., ¶ 23(d); Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶¶ 2.2 and 11.1.) The Parties have allocated an amount not to exceed \$13,000 as the “Administration Expenses Payment.” (*Ibid.*; Ex. 1 thereto, ¶¶ 2.3 and 5.3.2.) If the expense of administering the Settlement is less than \$13,000, the Administrator will allocate the reminder to Net Settlement Amount for distribution to Participating Class Members. (*Ibid.*)

Total Net Settlement Amount Eligible for Participating Class Members. If the Court approves the amounts requested for the PAGA Allocation, the Settlement Fund Fee Payment, Class Counsel Expenses, the Service Award, and the Administrator’s Expenses, the Net Settlement Amount eligible for distribution to the Participating Class Members is \$242,835. (Gutierrez Decl., ¶ 23(e); *see also*, Amended PAO, p. 3:3-5.)

D. Distribution Formula For The Participating Class Members.

From the Net Settlement Amount, each “Participating Class Member” will receive a lump sum payment, which will be determined by “dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and multiplying the result by each Participating Class Member’s Workweeks.” (Gutierrez Decl., ¶ 24; Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶¶ 2.37 and 5.4.) Participating Class Members within the Release Benefit Subclass will have their Individual Class Payment offset by the Release Benefit already received with any outstanding amount capped at \$100, and the reminder reverting to the Participating Class Members within the Non-Release Benefit Subclass to be distributed on a pro rata basis.⁹ (Gutierrez Decl., ¶ 24;

⁹ For example:

- If a Participating Class Member is to receive \$2,000 under the Settlement, but has already received a

Amended PAO, p. 2, n. 1, Ex. 2 thereto, ¶ 5.4.)

While the gross value of the Settlement is \$678,484.77, the Settlement Fund is limited to \$500,000 because Defendants have already paid an Aggregate Release Benefit Amount of \$178,484.77 to the Release Benefits Subclass. (Gutierrez Decl., ¶ 25.) If the Court approves the LWDA PAGA Payment, the Individual PAGA Payments, the Settlement Fund Fee Payment, Class Counsel Expenses, the Service Payment, and the Administrator's Expenses, the average recovery for Participating Class Members within the Non-Release Benefits Class would be approximately, \$1,084.23, assuming no opt outs. (*Id.*) But by implementing this distribution structure with a \$100 cap, the Participating Class Members within the Non-Release Benefits Subclass will not have to bear the entirety of the costs associated with these expenses, while safeguarding against a potential windfall to the Release Benefits Subclass, thereby increasing the average recovery for Participating Class Members within the Non-Release Benefits Class approximately \$2,100.79. (*Id.*)

This distribution structure also benefits the Release Benefits Subclass. Since the Release Benefit amounts were not based on Participating Class Member's Workweeks, this distribution structure provides an additional recovery within the Release Benefits Subclass who received a Release Benefit amount less than what they would have received under the Settlement. (*Id.*, ¶ 26). This distribution structure increases the average recovery for Participating Class Members within the Release Benefits Class from \$2,052.74 to \$2,099.20, while safeguarding against using money due to the Non-Release Benefit Subclass from subsidizing the additional recovery paid to the Release Benefit Subclass. (*Id.*)

E. Tax Allocation and Treatment.

Each Participating Class Member's payment is allocated as one-third (33.33%) for unpaid wages reported on an IRS W-2 basis, and two-thirds (66.67%) as penalties and interest reported on an IRS 1099

Release Benefit of \$1,500, this Participating Class Member will receive \$100, and the remainder of 400 (i.e., \$2,000 - \$1,500 = \$500 - \$100 = \$400) will be distributed to the Participating Class Members within the Non-Release Benefits Subclass on a pro-rata basis.

- If a Participating Class Member is to receive \$2,000 under the Settlement, but has already received a Release Benefit of \$2,500, this Participating Class Member will receive no additional money, and the residue of \$2,500 will be distributed to the Participating Class Members within the Non-Release Benefits Subclass on a pro-rata basis.

(Gutierrez Decl., ¶ 24, n. 1.)

basis. (*Id.*, ¶ 27; Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶ 5.4.1.)

F. The Releases.

The following releases shall become effective when Defendants transmit the Settlement Fund to the Administrator and fund all employer payroll taxes owed on the wage portion of the Individual Class Payments, (*Ibid.*, ¶ 28; Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶ 9.1.):

Ms. Prodromides' Release: Ms. Prodromides and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release all claims she may have against Releasees¹⁰ arising out of or related to her employment with any of the Defendants. (*Ibid.*, ¶ 28(a); Ex. 1 thereto, ¶ 9.1.1.) Ms. Prodromides' release includes a waiver of section 1542 of the California Civil Code. (*Ibid.*; Ex. 1 thereto, ¶ 9.1.2.)

Participating Class Members' Release: The class release is limited to:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Releasees from the claims alleged in the Action, as well as any potential or reasonably related claims that could have been alleged in the Action based on the facts asserted in the Action arising during the Class Period, including state wage and hour claims, claims for wages, fees, over time, double time, minimum wage, on-duty meal periods, off-duty meal periods, off-duty rest periods, meal break penalties, rest break penalties, timely payment violations, accurate and complete wage statements violations, failure to furnish employee file and payroll records, and wages and all claims under the PAGA based on the foregoing. This release includes but is not limited to claims alleging violations of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 212, 218.5, 218.6, 226, 226.3, and 226.7, et seq.; Labor Code §§ 510, 512, 558, et seq.; Labor Code §§ 1194, 1197.1, 1198, 1198.5, 1199, et seq.; Labor Code §§ 2698 et seq. (i.e. any PAGA claims); sections 3, 9, 11, and 12 of the applicable IWC Wage Order; 8 Cal. Code Regs. §§ 2, 3, 9881, 9881.1, 11050, et seq.; Bus. & Profs. Code § 17200-05, et seq.; and interest/costs pursuant to Civ. Code § 3289 and Code Civ. Proc. §§ 1021.5, and 1032.

(*Ibid.*, ¶ 28(b); Ex. 1 thereto, ¶ 9.1.3.)

Aggrieved Employees Release. All Aggrieved Employees, including those who opt out of the settlement, will release “Releasees from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, during the PAGA Period based on facts stated in the Operative Complaint and the PAGA Notice.” (*Ibid.*, ¶ 28(c); Ex. 1 thereto, ¶ 9.1.4.)

¹⁰ “Releasees” means and refers to “Defendants and all of their former and/or present parents, subsidiaries, and affiliates and each of their respective officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, predecessors, assigns, or legal representatives.” (Gutierrez Decl., ¶ 28(a); Amended PAO, p. 2, n. 1, Ex. 1 thereto, ¶ 9.1.1.)

1 **G. Declaratory Relief.**

2 The Release Benefit Agreements signed by each Participating Class Member within the Release
3 Benefit Subclass shall be invalidated upon Final Approval, and the Release Benefit Subclass shall be
4 bound by the Participating Class Members' Release. (*Ibid*, ¶ 29; Ex. 1 thereto, ¶ 6.1.)

5 **H. The Settlement is Non-Reversionary.**

6 Neither the Gross Settlement Amount, Settlement Fund, nor the Net Settlement Amount shall
7 revert to Defendants. (*Ibid*, ¶ 30; Ex. 1 thereto, ¶ 5.5.) Any unclaimed funds from any uncashed checks,
8 plus any interest thereon, shall escheat to the California State Controller's Unclaimed Property Fund
9 pursuant to the Unclaimed Property Law in the names of the Class Members after 180 days from
10 mailing. (*Ibid*.)

11 **I. Direct Fee Payment To Class Counsel.**

12 In addition to the Settlement Fund Fee Payment, Defendants agree, subject to Court approval, to
13 directly pay Class Counsel a "Direct Fee Payment of \$59,494.32 (i.e., 33.333% of the Total Release
14 Benefit Amount). (*Ibid*, ¶ 32; Ex. 2 thereto, ¶ 8.2.) The Direct Fee Payment is in recognition that the
15 Release Benefits paid to the Release Benefit Subclass were inspired by this Action, and to prevent the
16 Non-Release Benefit Subclass from having to bear the entire cost of attorneys' fees. (Gutierrez Decl., ¶
17 30.) Otherwise, a request for 33.333% of the Gross Settlement Amount would require \$226,159.32 to be
18 deducted from the Settlement Fund. (*Id*.) Under this structure, however, only \$166,665 would need to be
19 deducted from the Settlement Fund, while Defendants will directly pay the balance of \$59,494.32,
20 thereby reducing fee deduction amount from the Settlement Fund by \$59,494.32, which will only benefit
21 the Participating Class Members. (*Id*.)

22 The Settlement is not contingent on Court approval of the Direct Fee Payment, nor shall it alter or
23 affect the Net Settlement Amount to be distributed to the Participating Class Members or the Aggrieved
24 Employees. (*Id*.)

25 **IV.**

26 **CLASS NOTICE AND ADMINISTRATION**

27 The Revised Class Notice sets forth in plain terms, a statement of the case, the terms of the
28 Settlement, the approximate amount of attorneys' fees and costs, Ms. Prodromides' requested service

award, the Direct Fee Payment request, and an explanation of how the settlement allocations are calculated. (Gutierrez Decl., ¶ 31; Amended PAO, p. 2, n. 2, Ex. B thereto; Declaration of Jeremy Talavera (“Talavera Decl.”), ¶ 8 (Ex. A thereto).) The first page of the Revised Class Notice sets forth the approximate amount each Class Member and/or Aggrieved Employee will receive from the Net Settlement Amount (assuming that all Class Members participate in the settlement), as well as an identification of the number of workweeks for each Class Member. (Gutierrez Decl., ¶ 32; Amended PAO, p. 2, n. 2, Ex. B thereto.) The Revised Class Notice also explained the methods for Class Members to dispute the number of workweeks, object to the Settlement, and request exclusion from the non-PAGA portion of the Settlement. (*Ibid.*)

On November 29, 2023, Defense Counsel provided a class data file to the Administrator, which included the names, last known mailing addresses, social security numbers, dates of employment, and the number of Class Workweeks and PAGA Pay Periods for the class members. (Talavera Decl., ¶ 5.) The finalized list contained a total of 188 individuals. (*Id.*) To ensure accurate address information for the Class Members, the Administrator conducted a National Change of Address (NCOA) search on December 14, 2023. (*Id.*, ¶ 6.) As a result, the Administrator was able to update 36 addresses. (*Id.*)

On December 28, 2023, the Administrator received the Court’s Amended Preliminary Approval Order approving a revised *Notice of Class Action Settlement* (“Revised Class Notice”) to be used for the Notice Packet. (*Id.*, ¶ 7.) The Administrator finalized a 9-page Notice Packet using the Revised Class Notice. (*Id.*, ¶ 8.) The Notice Packets, prepared with names and last known addresses, were mailed via U.S. first-class mail to all 188 class members on January 5, 2024. (*Id.*, ¶ 9.) Twelve packets were returned by the Post Office without a forwarding address. (*Id.*, ¶ 10.) To locate updated addresses, the Administrator performed a skip trace search, resulting in the remailing of 10 packets. (*Id.*, ¶¶ 10-11.) Ultimately, three packets remained undeliverable due to the inability to find accurate addresses. (*Id.* ¶ 11.)

Class members had until March 5, 2024, to submit objections, disputes, or requests for exclusion. (*Id.*, ¶ 12.) As of the date of this declaration, no written objections were received, there were three disputes regarding workweeks, and no written requests for exclusion have been submitted. (*Id.*, ¶¶ 13-15.)

1 The total estimated amount to be distributed to the Class is \$242,835.00. (*Id.*, ¶ 17.) The average
2 payment from the Settlement Fund to each participating Class Member within the Non-Release Benefits
3 Subclass is estimated at \$2,100.79, with the highest payment estimated at \$13,968.14. (*Id.*) The average
4 payment from the Settlement Fund to each participating Class Member within the Release Benefit
5 Subclass is estimated at \$45.20, with the highest payment estimated at \$100.00, which, after taking into
6 account the Release Benefit Payments made to the members within the Release Benefit Subclass, results
7 in an average overall recovery for each participating Class Member within the Release Benefit Subclass
8 estimated at \$2,099.20, with the highest overall recovery estimated at \$9,637.64. (*Id.*)

9 There are 160 Aggrieved Employees who will receive a total of \$6,250 to be distributed among
10 them, with an average payment of \$33.25, and the highest payment of \$249.28. (*Id.*, ¶ 18.)

11 V.

12 THE SETTLEMENT MERITS FINAL APPROVAL

13 A proposed settlement requires court approval to prevent fraud, collusion, or unfairness to absent
14 class members. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th at 1800-01; CAL. RULES OF COURT,
15 RULE 3.769. The Court’s inquiry “‘must be limited to the extent necessary to reach a reasoned judgment
16 that the agreement is not the product of fraud ..., or collusion’” and “‘the settlement, taken as a whole, is
17 fair, reasonable, and adequate to all concerned.’” *Dunk*, 48 Cal.App.4th at 1801 (quoting *Officers for*
18 *Justice v. Civil Service Com’n of City and County of San Francisco* (1982) 688 F.2d 615, 625).

19 Fairness is presumed when: “(1) the settlement is reached through an arm’s-length bargaining; (2)
20 investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is
21 experienced in similar litigation; and (4) the percentage of objectors is small.” *Dunk*, 48 Cal.App.4th at
22 1802. “Th[e] initial presumption [of fairness] must then withstand the test of the plaintiffs’ likelihood of
23 success”, which turns on “the strength of the case for plaintiffs on the merits, balanced against the
24 amount offered in settlement.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.

25 A. The Settlement Was A Product Of Arms-Length Negotiations Following Extensive Formal 26 And Informal Discovery And Investigation.

27 The Settlement was reached as a result of arm’s-length negotiations conducted by an experienced
28 wage and hour class action mediator. The Parties attended mediation after Ms. Prodromides and Class

Counsel conducted an extensive investigation, propounded numerous sets of written discovery regarding the allegations framed by the complaint and answers thereto, and extensive review and analysis of the claims and potential defenses. *Cf. 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1150. Although conducted in a professional manner, the settlement “was the product of extensive and hard-fought adversarial negotiations between the parties.” *Wershba v. Apple Computers, Inc.* (2001) 91 Cal.App.4th 224, 246, disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.

Prior to mediation, Class Counsel engaged in extensive discovery and investigation, including (1) reviewing hundreds of pages of written policies and procedures, specifically those contained in employee handbooks; (2) inquiring with the California Department of Industrial Relations to determine if Defendants had conducted any election procedures in accordance with 8 CAL. CODE REGS. § 11050(3)(C), *et seq.*, and sections 511 and 517 of the California Labor Code; (3) reviewing approximately 5,632 pages of documents consisting of employee timesheets, payroll data, paystubs, signed Release Benefit Agreements, and emails, texts, and social media messages related to the Release Benefit Agreements; (4) drafting a Belaire-West Notice and retaining an administrator to issue it to the Class; (5) interviewing putative class members; (6) conducting extensive legal research with respect to the implementation of alternative workweek schedules, and the invalidation of the Release Benefit Agreements; (7) taking three depositions, and (8) studying the damage analysis and models provided by Ms. Prodromides’ expert. (Gutierrez Decl. ¶ 40; *see also, id.*, ¶¶ 8-13.) This Settlement is indeed the product of well-informed and non-collusive negotiations.

B. Class Counsel Are Experienced In Similar Litigation.

Class Counsel are respected members of the bar with strong records of vigorous and effective advocacy and are experienced in complex wage and hour class action litigation. Class Counsel’s experience handling this type of case, and the extensive investigation and discovery conducted before settlement, allowed Ms. Prodromides to enter this agreement aware of the strengths and weaknesses associated with the case and permitted Class Counsel to negotiate a fair and reasonable settlement for all Class Members. (Gutierrez Decl., ¶¶ 33-39; Concurrently filed Declaration of Richard Kim (“Kim Decl.”), ¶¶ 8-11.)

1 **C. There Are No Objections Or Requests For Exclusion.**

2 In evaluating a class action settlement, courts also consider “the reaction of the class members to
3 the proposed settlement.” *Kullar*, 168 Cal.App.4th at 128; *see also*, *In re Lifelock, Inc. Marketing and*
4 *Sales Practices Litigation* (D. Ariz., Aug. 31, 2010) 2010 WL 3715138, *6 (relatively few objections and
5 requests for exclusion support approval).

6 The reaction here has been overwhelmingly positive. There are no objections, and the
7 Administrator reports that all 188 class members are participating in the settlement, representing a 100%
8 participation rate. (Talavera Decl., ¶ 16.) Courts have approved class action settlements in lesser
9 circumstances.¹¹ The overwhelmingly positive response of the class strongly supports final approval of
10 the Settlement.

11 **D. The Settlement Is A Reasonable And Adequate Compromise.**

12 A reasonable compromise considers the “magnitude and apparent merit of the claims being
13 released, discounted by the risks and expenses of attempting to establish and collect on those claims by
14 pursuing litigation.” *Kullar*, 168 Cal.App.4th at 129.¹²

15 The Settlement represents a substantial portion of the maximum damages that might have been
16 awarded to the Class had they succeeded at trial. The Settlement, of course, represents a compromise.
17 The settlement amount considers all the litigation risks associated with securing class certification,
18 establishing Defendants’ liability, and proving Class Members’ damages. Given all the defenses raised
19 by Defendants and their Pick Up Stix campaign, both of which presented considerable litigation risks, as
20 well as the cost of continued litigation, a compromise that effectively grants Class Members a significant
21 portion of the maximum value of their claims is eminently fair and reasonable. Due to the Settlement and
22

23 ¹¹ *See, e.g., Hughes v. Microsoft Corp.* (W.D.Wash. 2001) 2001 WL 34089697, *8 (court found that the
24 “class members overwhelmingly support[ed] the settlement” where there were over 37,000 notices sent out, 2,745
25 class members participated in the settlement, “only nine objections were submitted”, and there were 86 timely
26 opt-outs and over 20 additional defective or untimely opt-outs, “these indicia of the approval of the class of the
27 terms of the settlement support a finding of fairness under Rule 23”) (citing *Hanlon v. Chrysler Corp.* (9th
Cir.1998) 150 F.3d 1011, 1027 (despite vigorous objections and appeal by objectors, “fact that the overwhelming
majority of the class willingly approved the offer and stayed in the class presents at least some objective positive
commentary as to its fairness”, court did not abuse its discretion in approving settlement).)

28 ¹² Ms. Prodromides’ MPA provides a lengthy and detailed *Kullar* analysis, which is incorporated herein by
reference. (*See also*, Gutierrez Decl., ¶¶ 8-13 and 40-50.)

the efforts of Plaintiff and Class Counsel, the Class Members will receive timely and guaranteed relief, thereby avoiding the risk of an unfavorable judgment.

E. The PAGA Settlement is Fair and Reasonable.

The amount allocated to PAGA, \$25,000 (of which \$18,750 will be paid to the LWDA, and 25% (\$6,250) paid to Aggrieved Employees in addition to their respective share from the Net Settlement Amount), is reasonable and appropriate. (*Id.*, ¶ 50.) The Parties negotiated a good faith amount for PAGA penalties, which was not the product of self-interest at the expense of Class Members (*Id.*). *Hopson v. Hanesbrands, Inc.* (N.D. Cal. 2009) 2009 WL 928113, *9 (where PAGA penalties are negotiated in good faith and “there is no indication that this amount was the result of self-interest at the expense of” the class, such amount is reasonable). Indeed, courts have approved PAGA payments in lesser amounts.¹³

On September 13, 2023, the LWDA was served with notice of this Settlement. (Kim Decl., ¶ 6.) On May 15, 2024, the LWDA was served with notice of this Motion for Final Approval. (Gutierrez Decl., ¶ 51.)

VI.

THE REQUEST FOR ATTORNEYS’ FEES SHOULD BE APPROVED¹⁴

Under the terms of the Settlement, Plaintiff requests a Settlement Fund Fee Payment of \$166,665, which represents 33.333% of the Settlement Fund, and also requests a Direct Fee Payment of \$59,494.32, which represents 33.333% of the Total Release Benefit Amount, which taken together aggregates to a total fee award of \$226,159.32, which represents 33.333% of the Gross Settlement Amount. (See §§ III.C. and III.I., *supra*.)

There are two primary methods of determining the amount of a reasonable attorneys’ fee in class

¹³ See *e.g.*, *Nelson v. Avon Products, Inc.* (N.D. Cal. 2017) 2017 WL 733145 (granting final approval of \$1,800,000 settlement with \$10,000 as the PAGA payment); *Taylor v. Shippers Transport Express, Inc.* (C.D. Cal. 2015) 2015 WL 12658457, *19 (settlement reached for \$11,040,000 with a PAGA payment of \$50,000, which “is greater than [PAGA] awards deemed reasonable and approved in other cases”); *Franco v. Ruiz Food Products, Inc.* (E.D. Cal. 2012) 2012 WL 5941801, * 14 (a settlement of \$2,500,000 with \$10,000 as the PAGA payment “comports with settlement approval of PAGA awards in other cases”).

¹⁴ Class Counsel have entered into a fee sharing agreement with written approval from Ms. Prodromides. (Gutierrez Decl., ¶ 52, Ex. 4); *Mark v. Spencer* (2008) 166 Cal.App.4th 219; CAL RULES OF PROF. CONDUCT., rule 1.5.1; CAL. RULES OF Ct., rule 3.769.

1 action litigation: (1) the “percentage of the fund” method, and (2) the lodestar method. *Laffitte v. Robert*
2 *Half International, Inc.* (2016) 1 Cal. 5th 480, 488. The percentage method calculates the fee as a
3 percentage share of a recovered common fund. *Id.* The lodestar method calculates the fee by multiplying
4 the number of hours reasonably expended by counsel by a reasonable hourly rate. *Id.* These two
5 approaches focus on different things and are often considered in tandem in determining a fair, just, and
6 reasonable fee award: “[t]he lodestar method better accounts for the amount of work done, while the
7 percentage of the fund method more accurately reflects the results achieved.” *Id.*

8 The aggregate fee request of \$226,159.32, which represents 33.333% of the Gross Settlement
9 Amount, is fair, just, and reasonable under the percentage of the fund method, as verified by the lodestar
10 cross-check, and as confirmed by the fact that no Class Member objected to it.

11 **A. The Requested Settlement Fund Fee Payment And The Direct Fee Payment Are**
12 **Reasonable and Justified Under The Percentage Method.**

13 The California Supreme Court held that “when a number of persons is entitled in common to a
14 specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation
15 or preservation of that fund, such plaintiff or plaintiffs may be awarded attorneys fees out of the fund.”
16 *Serrano v. Priest* (1977) 20 Cal.3d 25, 34 (quoting *D’Amico v. Board of Medical Examiners* (1974) 11
17 Cal.3d 1, 25). California courts also recognize that the trial court may use its equitable powers to
18 determine a reasonable fee by choosing an appropriate percentage of the fund created. *Laffitte*, 1 Cal.5th
19 at 503.

20 The common fund/percentage approach aims to spread litigation costs proportionally among all
21 beneficiaries so that the active beneficiary does not bear the entire burden alone. *Vincent v. Hughes Air*
22 *West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769. Courts have criticized the lodestar approach for its
23 complexity and inefficiency. Chief Judge Marilyn Hall Patel noted, “[t]his court is compelled to ask, ‘Is
24 this process necessary?’ Under a cost-benefit analysis, the answer would be a resounding, ‘No!’” *In re*
25 *Activision Securities Litigation* (N.D. Cal 1989) 723 F.Supp.1373, 1375. The percentage approach is
26 much preferred because it (1) aligns the interests of class counsel and class members, (2) encourages
27 early and reasonable settlements, and (3) reduces demands on judicial resources. *Id.* at 1378-79; *Laffitte*,
28 1 Cal.5th at 503.

1 While there is no general rule as to what a reasonable percentage of a common fund is,
2 “[u]sually, 50% of the fund is the upper limit on a reasonable fee award from any common fund, in order
3 to assure that fees do not consume a disproportionate part of the recovery obtained for the Class, though
4 somewhat larger percentages are not unprecedented.” 5 NEWBERG AND RUBENSTEIN ON CLASS ACTIONS
5 § 15:83 (6th ed.) (2022); *see also*, *Van Vranken v. Atlantic Richfield Company* (N.D. Cal. 1995) 901
6 F.Supp. 294 (stating that most cases where 30-50 percent was awarded involved “smaller” settlement
7 funds of under \$10 million). “Empirical studies show that, regardless of whether the percentage method
8 or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”
9 *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, n. 11.

10 Class Counsel requests an aggregate fee award of \$226,159.32, which represents 33.333% of the
11 Gross Settlement Amount. While the Gross Settlement Amount is valued at \$678,484.77, the Settlement
12 Fund is limited to \$500,000 because \$178,484.77 has already been paid to the Release Benefit Subclass.
13 For this reason, the Parties have agreed that Class Counsel will request, and Defendants will not oppose,
14 (1) a Settlement Fund Fee Payment (i.e., 33.333% of the Settlement Fund), and (2) a Direct Fee Payment
15 of \$59,494.32 (i.e., 33.333% of the Total Release Benefit Amount) to be paid directly by the Defendants.

16 The Direct Fee Payment is designed to prevent the Non-Release Benefit Subclass from bearing
17 the entire cost of attorneys’ fees to prosecute this action. In recognition of the disparity that would arise
18 if the Non-Release Benefit Subclass were required to bear the full expense of Class Counsel’s fees when
19 only the Release Benefit Subclass benefited from the Release Benefit Agreements they signed, the Direct
20 Fee Payment to Class Counsel is made *in addition* to the Settlement Fund Payment. Otherwise, a request
21 for 33.333% of the Gross Settlement Amount would require \$226,159.32 to be deducted from the
22 Settlement Fund. Under this structure, however, only \$166,665 would need to be deducted from the
23 Settlement Fund, while Defendants will directly pay the balance of \$59,494.32, thereby reducing fee
24 deduction amount from the Settlement Fund by \$59,494.32.

25 The aggregate fee request of \$226,159.32, which represents 33.333% of the Gross Settlement
26 Amount is justifiable and aligns with the norms in class action practice, which the Court preliminarily
27 approved, subject to objections from the Class. (Amended PAO, pp. 2:22-3:9, ¶¶ 2-3, n. 4.) No Class
28 member objected to this fee request. (Talavera Decl., ¶ 13.)

B. The Lodestar Cross-Check Supports A Fee Award of 1/3 of the Gross Settlement Amount.

While California supports the common fund approach, the lodestar method “may be appropriate in some cases, assuming the class benefit can be monetized with a reasonable degree of certainty, to ‘cross-check’ or adjust the lodestar in comparison to a percentage of the common fund to ensure that the fee awarded is reasonable and within the range of fees freely negotiated in the legal marketplace in comparable litigation.” *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557. When performing the lodestar cross-check, courts must first calculate the lodestar by tabulating all the hours reasonably spent, multiplying that amount by reasonable hourly rates, and then subject that amount to a reasonable multiplier when appropriate. *See Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133.

In this instance, the resulting lodestar without multiplier is \$271,168.50, which is less than a third of the common fund. (Gutierrez Decl., ¶ 53.) This demonstrates that the requested aggregate fee award of \$226,159.32 is conservative and reasonable.

1. Class Counsel Spent Considerable Time Pursuing This Litigation.

Class Counsel performed significant work on behalf of the Class. (See §§ II.A.-II.D. and V.A., *supra*; Gutierrez Decl., ¶¶ 8-13, 40-40, and 56.) This work was reasonably necessary to advance this litigation and position it for settlement, or dispositive motions and/or trial if settlement ultimately proved unsuccessful. (Gutierrez Decl., ¶ 56.)

Class Counsel also spent a considerable time finalizing the Settlement, including, *inter alia*, negotiating and drafting a long-form Agreement and Class Notice form (1) drafting and filing an amended complaint redefine the class and allege a claim for declaratory relieve, as required under the terms of the Settlement, (2) drafting and filing the MPA and all supporting documents, and appearing at the hearing, (3) revising the Agreement and submitting additional briefing to the Court, (4) working with and overseeing the Administrator, (5) responding to class member inquiries following distribution of the Class Notice, (6) researching and drafting the final approval papers and the anticipated appearance at the hearing. (*Id.*, ¶ 57.)

Class Counsel spent a combined total of 642.25 hours pursuing this litigation. (*Id.*, ¶ 53.)

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1 **2. The Hourly Rates Are Reasonable And Commensurate With The Prevailing Market**
2 **Rates.**

3 “Affidavits of the plaintiffs’ attorney and other attorneys regarding prevailing fees in the
4 community, and rate determinations in other cases, particularly those setting a rate for the plaintiffs’
5 attorney, are satisfactory evidence of the prevailing market rate.” *United Steelworkers of America v.*
6 *Phelps Dodge Corp.* (9th Cir. 1990) 896 F.2d 403, 407. Class Counsel submit declarations to support
7 their lodestar rates. (Gutierrez Decl., ¶¶ 33-39; Kim Decl., ¶¶ 8-12.) The hourly rates charged by Class
8 Counsel (\$525 for Rolando Gutierrez, \$400 for Richard Kim, and \$300 for Nicholas Ramirez) are
9 consistent with the average rates charged by attorneys of similar skill and experience in the Los Angeles
10 area. (Gutierrez Decl., ¶ 39; Kim Decl., ¶ 12.) These rates are not opposed or challenged. (Gutierrez
11 Decl., ¶ 39.)

12 **3. The Resulting Lodestar Exceeds 33.333% of the Gross Settlement Amount.**

13 When determining the lodestar multiplier, the court may take into account a number of factors,
14 including “the quality of the representation, the novelty and complexity of the issues, the results obtained,
15 and the contingent risk presented.” *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 26.

16 **a. The Results Obtained.**

17 This action resulted in the enforcement of important rights affecting the public interest. *Cf.*
18 *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1113 (noting that “health and safety
19 concerns” motivated the Industrial Welfare Commission to adopt mandatory meal and rest periods). In
20 addition, an “award of attorney’s fees is proper under Section 1021.5 [of the California Code of Civil
21 Procure] if ‘(1) plaintiffs’ action has resulted in the enforcement of an important right affecting the public
22 interest, (2) a significant benefit, whether pecuniary or nonpecuniary, has been conferred on the general
23 public or a large class of persons, and (3) the necessity and financial burden of private enforcement are
24 such as to make the award appropriate.’” *Press v. Lucky Stores* (1983) 34 Cal.3d 311, 317-318. The
25 fundamental objective of the statute is “to encourage suits enforcing public policies by providing
26 substantial attorneys’ fees to successful litigants in such cases.” *Graham v. DaimlerChrysler Corp.*
27 (2004) 34 Cal.4th 553, 565).

28 The Settlement confers a significant benefit on a large class of persons. After Notice was sent to

1 187 individuals, no Class Member objected or opted out. The Settlement provides a significant monetary
2 benefit, permitting all persons who worked for Defendants during the applicable Class Period to obtain
3 substantial compensation for unpaid wages, missed meal and rest periods, and other Labor Code
4 violations, which they likely would not have recovered if not for this Action. It bears mentioning,
5 moreover, that the Settlement also provides a non-pecuniary benefit to the 77 individuals within the
6 Release Benefit Subclass, who will receive declaratory relief invalidating the Release Benefit
7 Agreements they signed. (*See* § III.G., *supra*.)

8 ***b. The Novelty and Complexity of the Issues, and The Quality of Class Counsels’***
9 ***Representation.***

10 Practicing in the specialized field of wage and hour litigation routinely presents novel and
11 complex issues that requires significant skill and knowledge of rapidly evolving substantive and
12 procedural law of class action litigation. Class Counsel here possess considerable expertise in litigating
13 wage and hour class actions, which was crucial in assessing the strengths and weaknesses of the case
14 against Defendants, negotiating with Defendants counsel, and evaluating the reasonableness of the
15 Settlement.

16 The quality of Defense Counsel’s representation should also not be ignored. *See, e.g., In re*
17 *Warner Communications Securities Litigation* (S.D.N.Y., 1985) 618 F.Supp. 735, 749 (“The quality of
18 opposing counsel is also important in evaluating the quality of plaintiffs’ counsel’s work.”). GREENBERG
19 GLUSKER FIELDS CLAMAN & MACHTINGER, LLP (“Greenberg Glusker”) represented Defendants in this
20 Action, and their formidable opposition, reputation, and high standards of practice significantly impacted
21 the complexity and rigor of the litigation. To be sure, Greenberg Glusker executed a Pick Up Stix
22 campaign that further complicated the Action. Despite the significant obstacles presented in this case,
23 Class Counsel diligently and aggressively represented the interests of the Class Members and were able
24 to obtain a favorable outcome for both the Release Benefit Subclass and the Non-Release Benefit
25 Subclass. Thus, and given their expertise, it is reasonable to compensate Class Counsel in accordance
26 with their skill, reputation, and experience.

27 ***c. The Contingent Risk of Representation.***

28 Class actions involve inherent significant risks due to the contingent nature of class counsel’s

1 representation. Thus, the contingent nature of the attorneys' fees is an important factor when determining
2 the appropriateness of a requested fee. See *Ketchum*, 24 Cal.4th at 1133 (citing *Serrano v. Unruh* (1982)
3 32 Cal.3d 621, 626, n. 6). As the California Supreme Court recognized:

4 "A lawyer who both bears the risk of not being paid and provides legal services is not
5 receiving the fair market value of his work if he is paid only for the second of these
6 functions. If he is paid no more, competent counsel will be reluctant to accept fee award
7 cases."

8 *Ketchum*, 24 Cal.4th at 1133 (quoting Leubsdorf, THE CONTINGENCY FACTOR IN ATTORNEY FEE
9 AWARDS (1981) 90 Yale L.J. 473, 480). The purpose of a multiplier is to compensate for the risk of loss
10 generally present in contingency class actions. *Ketchum*, 24 Cal.4th at 1133 (citing *Beasley v. Wells*
11 *Fargo* (1991) 235 Cal.App.3d 1407, 1419, disapproved on other grounds in *Olson v. Automobile Club of*
12 *Southern California* (2008) 42 Cal.4th 1142).

13 Class Counsel undertook the risk of handling this Action on a fully contingent basis. (Gutierrez
14 Decl., ¶56.) Class Counsel expended significant time on this matter without any compensation and has
15 advanced the costs necessary to pursue this action.¹⁵ The financial burdens undertaken by Class Counsel
16 warrant strong consideration.

17 In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to
18 approximate market fees.¹⁶ In fact, "[m]ultipliers in the 3-4 range are common in lodestar awards for
19 lengthy and complex class action litigation." *Van Vracken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901
20 F.Supp. 294, 298; see also, *Wershba* (2001) 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or
21 even higher."). Considering the significant risks and financial burdens borne by Class Counsel, a lodestar
22 multiplier of 2, at minimum, would ordinarily be reasonable and justified in this instance. However, the
23 lodestar calculation in this case, which reflects the actual hours worked and the reasonable hourly rates of
24 Class Counsel, exceeds 1/3 percentage of the common fund. This demonstrates that the requested

25 ¹⁵ Class Counsel has incurred \$48,604.15 in litigation costs to date. See note 8, *supra*. These costs are
26 reasonable and were necessary in achieving this favorable Settlement. (Gutierrez Decl., ¶ 55.)

27 ¹⁶ E.g., *Mangold v. Cal. Pub. Utils. Comm'n* (9th Cir. 1995) 67 F.3d 1470, 1478-79 (2.0); *City of Oakland v.*
28 *Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for L.A. County Planning v. Bd. of Supervisors*
(1977) 76 Cal.App.3d 241, 251 (slightly above 2.0); *Crommie v. State of Cal. Public Utilities Comm'n* (N.D. Cal.
1994) 840 F.Supp. 719, 726 (2.0 multiplier in employment case).

1 aggregate fee award of \$226,159.32, which represents 33.333% of the Gross Settlement Amount is
2 conservative and reasonable, particularly given the actual work performed.

3 **C. The Request for Litigation Expenses Should be Granted.**

4 Class Counsel requests reimbursement of \$45,000.00 in expenses, which is less than the total
5 costs incurred by Class Counsel.¹⁷ (Decl., ¶ 22.). The Court preliminarily approved this cost
6 reimbursement request, subject to objections from the Class. (Amended PAO, pp. 2:22-3:9, ¶¶ 2-3, n. 4.)
7 No Class member objected to this request. (Talavera Decl., ¶ 13.)

8 **D. The Proposed Service Award is Fair and Reasonable.**

9 Named plaintiffs are eligible for reasonable incentive payments to compensate for the expenses
10 or risks incurred for the benefit of the class members. *Munoz v. BCI Coca-Cola Bottling Co. of Los*
11 *Angeles* (2010) 186 Cal.App.4th 399, 412. Courts routinely approve such payments to incentivize class
12 representation and acknowledge the benefits secured. *See Rodriguez v. W. Publ'g Corp.* (9th Cir. 2009)
13 563 F.3d 948, 958-59.

14 Ms. Prodromides diligently collaborated with Class Counsel and expended substantial time,
15 energy, and resources to protect the interests of the Class. (Prodromides Decl., ¶ 5, *et seq.*) She initially
16 consulted with her attorneys for hours providing preliminary facts and documents necessary for
17 investigating potential claims against the Defendants. (*Id.*) Throughout the litigation, Ms. Prodromides
18 maintained regular communication with her attorneys, sharing updates and discussing new
19 developments. (*Id.*) She engaged with putative class members and potential witnesses, obtaining their
20 consent to share their contact information with her attorneys. (*Id.*) Upon learning that certain putative
21 class members were being targeted by Defendants to undermine the class action, Ms. Prodromides
22 informed her attorneys and provided copies of the Release Benefit Agreements. (*Id.*) Her efforts also
23 enabled her attorneys to find potential witnesses to corroborate the Labor Code violations and to uncover
24 the Defendants' attempts to undermine the class action. (*Id.*) Ms. Prodromides also discussed
25 Defendants' discovery responses with her attorneys to help prepare for depositions and the mediation.
26 (*Id.*) Ms. Prodromides committed approximately 40 hours working diligently on behalf of the Class to
27

28 ¹⁷ See note 15, *supra*.

1 achieve this favorable settlement. (*Id.*, ¶ 5(i).)

2 Another supporting factor is whether the class representative's service resulted in notoriety or
3 other personal difficulties. *See, e.g., Schaffer v. Litton Loan Servicing, LP* (C.D. Cal. 2012) 2012 WL
4 10274679, at *18. Indeed, service awards are crucial to support the enforcement of public policies
5 underlying the wage and hour laws. But despite anti-retaliation statutes, retaliation against employees
6 asserting their rights is widespread. *Gentry v. Sup. Ct.* (2007) 42 Cal.4th 443, 460-61. When a class
7 representative faces personal risks, such as workplace retaliation, an incentive award is particularly
8 warranted. *See Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 977; *Weeks v. Kellogg Co.* (C.D. Cal.
9 2013) 2013 WL 6531177, *36.

10 Ms. Prodromides filed this action out of a strong commitment to protecting the rights of current
11 and former non-exempt employees of the Defendants, willingly taking on the risks and burdens of
12 litigation. (*See Prodromides Decl.*, ¶¶ 6-12.) Despite the potential risk to her professional reputation
13 within the healthcare community, Ms. Prodromides served as Class Representative. (*Id.*) She also
14 endured personal difficulties, taking time away from work and personal time to attend meetings, review
15 documents, and discuss the case with her attorneys. (*Id.*, ¶ 5, *et seq.*; *see also, id.*, ¶¶ 6-12.) She has not
16 received any personal benefit from this case, aside from the knowledge that her efforts will ensure fair
17 compensation for other employees. (*Id.*)

18 Ms. Prodromides requests a Service Award of \$7,500.¹⁸ (*Gutierrez Decl.*, ¶ 58.) This amount is to
19 compensate Ms. Prodromides for initiating and providing her services in this Action resulting in a
20 favorable settlement, ***and for individually releasing all claims against Defendants, known or unknown,***
21 pursuant to Civil Code Section 1542, which is beyond the releases applicable to other class members, and
22 for delaying the resolution of her individual claims against Defendants. (*Id.*)

23 **E. The Requested Administrator Expense Award is Proper.**

24 On October 26, 2023, the Court confirmed CPT Group, Inc. as the Administrator and preliminarily
25

26 ¹⁸ This Service Award amount represents only 1.11% of the Gross Settlement Amount (*Gutierrez Decl.*, ¶ 60);
27 *cf., Singer v. Becton Dickinson & Co.* (S.D. Cal. June 1, 2010) 2010 WL 2196104, at *9 (awarding \$25,000 to class
28 representative from \$1 Million wage and hour case settlement (2.5% of fund)); *Thieriot v. Celtic Inc. Co.* (N.D.
Cal., April 21, 2011) 2011 WL 1522385 at *8 (awarding \$25,000 service award from class settlement of \$1.375
Million (1.8% of fund)).

1 approved administrative costs of \$13,000 to be paid from the Settlement Fund, subject to objections.
2 (Amended PAO, pp. 2:22-3:9, ¶¶ 2-3). No Class member objected to this request. (Talavera Decl., ¶ 13.)

3 The Administrator has timely performed all assigned tasks and will continue until the Settlement is
4 fully administered. (*See generally*, Talavera Decl.). The Administrator costs was disclosed in the Revised
5 Class Notice, and no objections were submitted. (*Id.*) As such, these costs should be awarded to the
6 Administrator from the Settlement Fund.

7 **VII.**

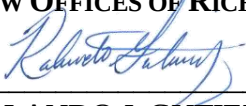
8 **CONCLUSION**

9 For the foregoing reasons, Ms. Prodromides respectfully requests that the Court grant final
10 approval of the Settlement.

11
12 Dated: May 16, 2024

BROWN WHITE & OSBORN LLP
LAW OFFICES OF RICHARD KIM, PC

13
14 By: _____


ROLANDO J. GUTIERREZ
NICHOLAS L. RAMIREZ
RICHARD KIM

Attorneys for Plaintiff and the Putative Class

1 **PROOF OF SERVICE**

2 **RE: *Prodromides v. Shoreline Treatment Center, Inc, et. al.***
3 **Case No: 20STCV47287**

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
5 a party to the within suit; my business address is 333 South Hope Street, 40th Floor, Los Angeles, CA
6 90071.

7 On **May 16, 2024** I served true and correct copies the following document(s) described as:

8 **PLAINTIFF CARRIE PRODROMIDES' NOTICE OF MOTION AND MOTION FOR FINAL**
9 **APPROVAL OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT**
10 **SETTLEMENT**

11 on the interested parties in this action as follows:

12 Karina B. Sterman, Esq.
13 *KSterman@ggfirm.com*
14 James W. Hill, Esq.
15 *JHill@ggfirm.com*
16 **GREENBERG GLUSKER FIELDS**
17 **CLAMAN & MACHTINGER, LLP**
2049 Century Park East, Suite 2600
Los Angeles, CA 90076

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6131 Orangethorpe Ave., Suite 370
Buena Park, CA 90620-4929

Attorneys for Plaintiffs and the Putative Class

18 *Attorneys for Defendants*
19 **SHORELINE TREATMENT CENTER, LLC,**
20 *f/k/a SHORELINE TREATMENT CENTER,*
21 *INC.; RACHEL LEVI; ODYSSEY*
22 *BEHAVIORAL HEALTHCARE, LLC; 108*
23 *ROYCROFT, LLC*

24 ☒ **BY ELECTRONIC SERVICE VIA CASEANYWHERE:** Complying with California Rule
25 of Court 2.251 and Code of Civil Procedure § 1010.6, *et. seq.*, and in compliance with the
26 Court's Case Management Order, I caused true and correct copies of the documents to be served
27 through Case Anywhere at www.caseanywhere.com to the email address(es) of the person(s)
28 identified above.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on **May 16, 2024** at Los Angeles, California.

24
25 Don Adove
26 Type or Print Name

24
25 
26 Signature

1 **PROOF OF SERVICE**

2 **RE: *Prodromides v. Shoreline Treatment Center, Inc, et. al.***
3 **Case No: 20STCV47287**
LWDA Case No: LWDA-CM-793145-20

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not
5 a party to the within suit; my business address is 333 South Hope Street, 40th Floor, Los Angeles, CA
90071.

6 On **May 16, 2024** I served true and correct copies the following document(s) described as:

7 **PLAINTIFF CARRIE PRODROMIDES' NOTICE OF MOTION AND MOTION FOR FINAL**
8 **APPROVAL OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT**
9 **SETTLEMENT**

on the interested parties in this action as follows:

10 Labor and Workforce Development Agency
11 800 Capital Mal, Suite 500
12 Sacramento, California 95814

13 ☒ **BY ELECTRONIC SUBMISSION:** Complying with CAL. LAB. CODE §§ 2699(l)(4) and
14 2699.3, I caused true and correct copies of the documents to be served on the Labor and
Workforce Development Agency through its online platform at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

15 ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct.

Executed on **May 16, 2024** at Los Angeles, California.

17
18 _____
19 Rolando J. Gutierrez
20 Type or Print Name

21
22 _____
23 
24 Signature