

**Electronically Filed
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARK WARD, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

SEAGATE US LLC, a Delaware limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20CV368917

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

Date: September 9, 2021
Time: 1:30 P.M.
Dept.: 1

Complaint Filed: August 9, 2019
Trial Date: Not Set

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

2 **PLEASE TAKE NOTICE** that on September 9, 2021, at 1:30 p.m., or as soon thereafter
3 as the matter may be heard, before the Honorable Sunil R. Kulkarni, judge presiding, in
4 Department 1 of the above referenced Court located at 191 North First Street, San Jose,
5 California 95113, Plaintiff Mark Ward (“Plaintiff”) will seek an Order:

6 1. Granting final approval to the Joint Stipulation of Class Action and PAGA
7 Settlement and Release (“Stipulation” or “Settlement Agreement”) in this action;

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 Class Representative service
11 payment of \$10,000.00 to Plaintiff pursuant to the terms of the Settlement Agreement;

12 4. Approving Class Counsel’s request for an award of attorneys’ fees of one-third of
13 the Maximum Settlement Amount, or \$110,000.00, and reimbursement of actual litigation costs
14 of \$8,639.62, pursuant to the terms of the Settlement Agreement;

15 5. Approving Plaintiff’s request for payment of the settlement administration costs
16 to Phoenix Settlement Administrators in the amount of \$6,000.00, pursuant to the terms of the
17 Settlement Agreement;

18 6. Approving Plaintiff’s request for payment to the California Labor & Workforce
19 Development Agency (“LWDA”) for \$7,500.00 pursuant to the Private Attorneys General Act,
20 pursuant to the terms of the Settlement Agreement; and

21 7. Entering final judgment as to all members of the settlement classes in this action.

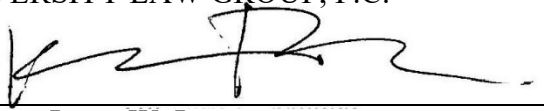
22 This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which
23 provides for court approval of the settlement of a purported class action and allows the Court to
24 grant final certification of a class for settlement purposes. In light of the overwhelmingly
25 positive response,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

28 This Motion will be based on the attached Memorandum of Points and Authorities and

1 the supporting Declarations of Larry W. Lee, Mai Tulyathan, Plaintiff Mark Ward, and Elizabeth
2 Kruckenberg of Phoenix Settlement Administrators, upon the oral arguments of counsel (should
3 there be any), and on the complete records and file herein.

4
5 DATED: August 17, 2021

DIVERSITY LAW GROUP, P.C.

6
7 By: 

Larry W. Lee

Mai Tulyathan

8 Attorneys for Plaintiff, the Class, and Aggrieved
9 Employees

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1 **I. INTRODUCTION**

2 Plaintiff Mark Ward (“Plaintiff”) now seeks the Court’s final approval of the Joint
3 Stipulation of Class Action and PAGA Settlement and Release (“Stipulation” or “Settlement
4 Agreement”). The Settlement Agreement provides for a \$330,000.00 **non-reversionary** fund to
5 be created for the benefit of the Class¹, from which attorneys’ fees, litigation costs, service
6 payment to the named Plaintiff, payment to the California Labor and Workforce Development
7 Agency (“LWDA”), and costs of settlement administration are to be paid. The entire Net
8 Settlement Amount after these deductions will be paid to all Class Members who did not opt-out
9 of the Settlement.

10 The history of this litigation was previously detailed in Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement. The Court preliminary approved this settlement on May 7,
12 2021, directing distribution of class notice and scheduling the hearing for final approval of the
13 settlement (the “Preliminary Approval Order”).

14 As directed by the Court, the Settlement Administrator selected by the Parties—Phoenix
15 Settlement Administrators—distributed the Class Notice to 117 Class Members. (Declaration of
16 Elizabeth Kruckenberg on behalf of Phoenix Settlement Administrators (“Kruckenberg Decl.”)
17 at ¶ 5.) To date, **there have been no requests for exclusions and/or objections to the**
18 **settlement submitted by any Class Members.** (*Id.* at ¶¶ 7-9.) As such, there is a 100 percent
19 participation rate. Thus, in light of the lack of objections and opt-outs, an inference can be made
20 that the Class supports the Court’s Preliminary Approval Order finding that the Settlement
21 Agreement is fair and reasonable.

22 In addition to the results of the notice process, for the same reasons as set forth earlier in
23 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, the following represents
24 _____

25 ¹ The “Class” as used herein consists of two settlement classes. The Wage Statement Class consists of all
26 current and former non-exempt employees employed by Defendant in California who were paid Shift
27 Premium wages and/or Shift OT wages between April 6, 2019, and August 7, 2020 (the “Wage Statement
28 Class”). The Sick Pay Class consists of all non-exempt employees employed by Defendant in California
who received Shift Premium and sick pay in the same workweek, and whose employment ended (either
voluntarily or involuntarily) at any time from April 6, 2017 through August 7, 2020 (the “Sick Pay
Class”). These two settlement classes, collectively, shall be referred to as the “Class.”

the basic points supporting final approval of the settlement:

- The settlement provides a total settlement sum of \$330,000.00, which is **non-reversionary**;

- The settlement is fair given that participating Class Members will receive (*after deductions for fees, costs, etc.*) a substantial amount of money—on average, approximately \$1,605.64 to each participating Class Member, with the estimated highest individual settlement payment being \$2,952.65 (*See* Kruckenberg Decl. at ¶ 11);

- Class Members did not need to submit claim forms to participate in the settlement, but are being paid automatically;

- The allocation reflects that payment of individual settlement amounts will be paid to (1) Wage Statement Class Members on a *pro rata* basis, in proportion to the number of wage statements issued to each Class Member between April 6, 2019 and August 7, 2020 that reflected payments for Shift Premium and/or Shift OT wages; and (2) Sick Pay Class Members who do not opt out on a *per capita* basis;

- Plaintiff’s counsel conducted significant investigation in this case, including conducting informal discovery and significant exchanges of information regarding class data for the entire class and policy documents pertaining to Defendant’s sick pay, shift premium pay, and the issuance of wage statements necessary for Plaintiff to fully evaluate this case;

- A highly regarded settlement administrator, Phoenix Settlement Administrators, was retained to administer the settlement for approximately \$6,000.00 (*See* Kruckenberg Decl. at ¶ 12); and

- The State of California’s LWDA will also be the beneficiary of this settlement, as it will receive \$7,500.00 pursuant to the PAGA, should this settlement be granted final approval.

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

II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

The notice procedures required by the Preliminary Approval Order have been followed

1 and satisfy all due process rights of Class Members. Specifically, the Preliminary Approval
2 Order contemplated that the Notice of Pendency of Class Action Settlement and Final Hearing
3 (“Class Notice”), as approved in the Preliminary Approval Order,² be sent to all Class Members
4 by first class mail, as specified in the Settlement. The Preliminary Approval Order
5 contemplated, further, that Phoenix Settlement Administrators would serve as the Settlement
6 Administrator.

7 As clearly stated in the Kruckenberg Declaration, notice was provided to Class Members,
8 as required by the Preliminary Approval Order. On May 27, 2021, the Settlement Administrator
9 received a Class Member mailing list from Defendant’s counsel that included 117 Class
10 Members. (Kruckenberg Decl. at ¶ 3.) Prior to mailing the Class Notice, the Settlement
11 Administrator conducted a National Change of Address (NCOA) search to correct and/or update
12 the class list in case of any address changes. (*Id.* at ¶ 4.) On June 7, 2021, the Settlement
13 Administrator mailed the Class Notice to all Class Members on the mailing list via U.S. first
14 class mail. (*Id.* ¶ 5.) From the date of mailing, three Class Notice packets were returned to the
15 Settlement Administrator due to incorrect addresses. (*Id.* at ¶ 6.) The Settlement Administrator
16 conducted skip tracing to identify updated addresses for the three Class Notice packets, and
17 subsequently re-mailed them via U.S. first class mail. (*Id.*) As of the date of this filing, **zero**
18 Class Notices remain undeliverable. (*Id.* at ¶ 7.) Further, the Class Notice provided Class
19 Members with Class Counsel’s and the Settlement Administrator’s contact information and
20 website, where they could further seek information regarding the settlement, ask questions,
21 review pleadings in the case, and update their address.

22 The provision of sending the notice to Class Members as described above meets the
23

24
25 ² The Court directed the Parties to make slight modifications to the Class Notice in the Preliminary
26 Approval Order—specifically, (1) that class members need only provide their name (without any other
27 identifying information) when submitting opt-outs or when submitting written objections, (2) that the
28 Class Notice display a box containing the Class Members’ estimated payments and wage statement
information, and (3) to add text in the Class Notice regarding remote appearance instructions for the final
approval hearing. The Parties have modified the Class Notice pursuant to the Court’s instructions, and
Plaintiff’s counsel provided the revised Class Notice to Phoenix Settlement Administrators for purposes
of notice dissemination on May 7, 2021. (*See* Tulyathan Decl. at ¶ 6.)

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

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

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

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

The Court already addressed the requirements for certifying a class for settlement purposes in its Order granting preliminary approval. Plaintiff briefly addresses the requirements again here.

1. The Class is Ascertainable

Whether a class is “ascertainable” within the meaning of Code of Civil Procedure section 382 “is determined by examining (1) class definition, (2) the size of the class, and (3) the means available for identifying the class members.” (*Reyes v. San Diego County Board of Supervisors* (1987) 196 Cal.App.3d 1263, 1271.)

Here, the Settlement Class is comprised of two settlement classes—the Wage Statement Class and the Sick Pay Class. The Wage Statement Class consists of “all current and former non-exempt employees employed by Defendant in California who were paid Shift Premium

wages and/or Shift OT wages between April 6, 2019 and August 7, 2020.” The Sick Pay Class consists of “all non-exempt employees employed by Defendant in California who received Shift Premium and sick pay in the same workweek, and whose employment ended (either voluntarily or involuntarily) at any time from April 6, 2017 through August 7, 2020.” 117 individuals comprise the Settlement Class. (Kruckenberg Decl. at ¶¶ 3, 5.) This is more than the minimum required to certify a class.

Within the context of manageability, the issue is whether there exists sufficient means for identifying class members at the remedial stage. (*Reyes*, 196 Cal.App.3d at pp. 1274-75.) Class Members have already been identified by Defendant and notice was provided to all of the above Class Members.

2. There is a Community of Interest

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

a. There Are Predominant Common Questions of Law and Fact

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

For Plaintiff’s Labor Code § 226(a) claim, Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure failed to provide accurate wage statements whenever Shift OT and/or Shift Premium wages were paid. Specifically, Plaintiff alleges that the wage statements do not correctly identify the hourly rates of pay and number of hours worked used to calculate said Shift OT and/or Shift Premium wages. For Plaintiff’s sick pay regular rate claim, Plaintiff alleges that Defendant, as a matter of its corporate policy, practice, or procedure failed to factor non-discretionary incentives, including Shift Premium wages, into the calculation of the

1 regular rate for purposes of paying sick pay wages. As these are uniform corporate policies,
2 practices, and procedures, the claims can be jointly tried and thus the predominance requirement
3 is satisfied.

4 Defendant denies that liability could be established on a class-wide basis and contends
5 instead that liability and damages would need to be conducted on a case-by-case basis. With
6 respect to Plaintiff's wage statement claim, it is Defendant's position that its wage statements
7 complied with the law, such that Plaintiff cannot prove "injury" under Labor Code § 226(e).
8 Further, Defendant has also revised its wage statement practices as of August 7, 2020. For the
9 sick pay claim, Defendant has asserted as defenses that its sick pay policy follows the 90-day
10 rule and thus is compliant with Labor Code § 246, and further that Defendant falls under the
11 exemption under the Fair Labor Standards Act, 29 C.F.R. § 778.210.

12 **b. Plaintiff's Claims are Typical of the Class Claims**

13 The purported class representative's claim must be "typical" but not necessarily identical
14 to the claims of other class members; it is sufficient that the representative is similarly situated so
15 that he or she will have the motive to litigate on behalf of the class. (*Classen v. Weller* (1983)
16 145 Cal.App.3d 27, 45.) Courts look to whether class members have similar injuries, "whether
17 the action is based on conduct which is not unique to the named Plaintiff," and whether other
18 class members were injured by the same conduct. *Hanon v. Dataproducts Corp.* (9th Cir. 1992)
19 976 F.2d 497, 508.) The purpose of the typicality requirement "is to assure that the interest of
20 the named representative aligns with the interests of the class." (*Id.* at p. 508.)

21 Plaintiff was subjected to the same payroll policies as all other Class Members. In this
22 regard, Plaintiff was employed by Defendant as a non-exempt employee from January 2015 until
23 on or about May 18, 2020. (Declaration of Mark Ward ("Ward Decl.") at ¶ 2.) Like other
24 members of the Wage Statement Class, Plaintiff was routinely paid Shift OT and Shift Premium
25 wages. (*Id.* at ¶ 3.) However, whenever those wages were paid, the corresponding wage
26 statements issued to Plaintiff did not include the rate of pay and number of hours worked for
27 Shift OT and Shift Premium wages. (*Id.*) Additionally, like other Sick Pay Class Members,
28 Plaintiff was also paid underpaid sick pay wages. (*Id.* at ¶ 4.) Specifically, whenever sick pay

1 and non-discretionary incentives were paid to Plaintiff in the same workweek, Defendant
2 miscalculated the sick pay regular rate such that it failed to include the non-discretionary wages
3 into the calculation of the regular rate. (*Id.*)

4 In other words, Plaintiff was subjected to the same policies and practices as other Class
5 Members. Accordingly, Plaintiff's claims align with the interests of the class and typicality
6 is satisfied.

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

8 The class representative, through qualified counsel, must be capable of "vigorously and
9 tenaciously" protecting the interests of the class members. (*Simons v. Horowitz* (1984) 151
10 Cal.App.3d 834, 846.)

11 Here, Plaintiff does not have any interests adverse to the Class, nor have any such issues
12 been raised or presented. (Ward Decl. at ¶ 6.) Plaintiff has taken all necessary steps to represent
13 the interests of the Class, including meeting and conferring with his counsel, providing
14 information and documents to his counsel, and reviewing pleadings and the settlement agreement
15 in this case. (*Id.* at ¶ 5.) For such reasons, Plaintiff has adequately represented the Class
16 members and will continue to do so.

17 **B. Risks, Expenses, and Complexity of Further Litigation**

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

24 As stated above, Defendant alleges that the classes could not have been certified, given
25 its position that its policies are compliant and any liability would need to be determined on a
26 case-by-case basis. Further, there is no precedent from any California courts granting class
27 certification of a sick pay regular rate claim, which presents another risk to Plaintiff prevailing
28 on class certification. Based on the foregoing, there were risks that Plaintiff would not have

1 obtained the total amount of penalties alleged, and a substantial amount of complex issues that
2 would have necessitated significant expenditure of time and expenses. Therefore, the risks,
3 expenses, and complexity of further litigation warrant granting of this Motion.

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

7 Without reiterating the Parties' showing that the Settlement Agreement and the
8 negotiation process that led up to it was fair and adequate, as set forth in detail in the Motion for
9 Preliminary Approval of Class Action Settlement, the Parties highlight the following facts. The
10 Settlement Agreement was the product of negotiations between highly able and experienced
11 attorneys on both sides who possessed the relevant data and extensive legal research which they
12 had carefully analyzed. (Declaration of Mai Tulyathan ("Tulyathan Decl.") at ¶ 3.) The Parties
13 engaged in arm's length negotiations at mediation with a highly experienced and known
14 mediation, Michael J. Loeb, Esq. (*Id.*)

15 The results after mailing of the Class Notice support confirmation of the Court's
16 preliminary approval of the settlement with final approval of the settlement, as evidenced by the
17 fact that **no class members opted out and/or submitted any written objections to the**
18 **settlement.** (Kruckenberg Decl. at ¶¶ 8-9.) The Court may appropriately infer that the class
19 action settlement is fair, adequate, and reasonable, given that not a single class member has
20 submitted a request for exclusion and/or an objection. (*See Class Plaintiffs v. City of Seattle* (9th
21 Cir. 1992) 955 F.2d 1268, 1291.)

22 **D. Under Well-Established Legal Principles, the Court Should Grant Final**
23 **Approval of the Settlement**

24 **1. Standard of Review**

25 On a motion for final approval of a class action settlement under California Code of Civil
26 Procedure Section 382 and California Rule of Court 3.769, a court's inquiry is whether the
27 settlement is "fair, adequate and reasonable." (*Officers for Justice v. Civil Serv. Comm'n* (9th
28 Cir. 1982) 688 F.2d 615, 625, *cert. denied subnom.*, *Byrd v. Civil Serv. Comm'n* (1983) 459 U.S.
1217.) A settlement is fair, adequate, and reasonable, and therefore merits final approval, when
"the interests of the class are better served by the settlement than by further litigation." (*See*

1 *Manual for Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) (“MCL”).)
2 The law favors settlement, particularly in class actions and other complex cases, where
3 substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.
4 (See Alba Conte & Herbert B. Newberg, *4 Newberg on Class Actions* § 11.41 (4th ed. 2002);
5 *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276; *Van Bronkhorst v. Safeco*
6 *Corp.* (9th Cir. 1976) 529 F.2d 943, 950.)

7 Although the Court possesses “broad discretion” in determining that a proposed class
8 action settlement is fair, the Court’s role must be limited to the extent necessary to reach a
9 reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion
10 between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and
11 adequate to all concerned. (See *Officers for Justice*, 688 F.2d at p. 625.) Accordingly, the Court
12 should give due regard to what is otherwise a “private consensual agreement” between the
13 parties. (*Id.*; see also *Church v. Consolidated Freightways, Inc.* (N.D. Cal. 1993) 1993 WL
14 149840; *In re Wash. Pub. Power Supply Sys. Sec. Litig.* (D. Ariz. 1989) 720 F.Supp. 1379, *aff’d*
15 *sub nom.*; *City of Seattle*, 955 F.2d 1268; MCL § 21.6 at 309 (“The judicial role in reviewing a
16 proposed settlement is critical, but limited to approving the proposed settlement, disapproving it,
17 or imposing conditions on it. The judge cannot rewrite the agreement”).)

18 A court’s approval of a class action settlement will only be reversed for a clear abuse of
19 discretion. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *Officers for Justice*,
20 688 F.2d at p. 626 (“reverse only upon a strong showing that the district court’s decision was a
21 clear abuse of discretion”); *City of Seattle*, 955 F.2d at p. 1276; *Ackerman v. Kassar* (9th Cir.
22 1993) 1993 WL 326453; *Linney v. Cellular Alaska P’ship* (9th Cir. 1998) 151 F.3d 1234, 1238.)

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

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

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

2. The Settlement is Presumed to Be Fair

The Court should begin its analysis with the presumption that the settlement is fair and 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 after a full day of mediation with an experienced wage-and-hour mediator, Michael J. Loeb, Esq. (Tulyathan Decl. at ¶ 3.) Additionally, Class Counsel engaged in informal discovery before mediation, including reviewing the production of class data, payroll data, and information pertaining to Defendant's sick pay, shift premium pay, and wage statement policies and practices. (*Id.*) The exchange of informal discovery allowed Class Counsel to conduct a full analysis of exposure. (*Id.*)

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. (Declaration of Larry W. Lee ("Lee Decl.") at ¶¶ 7-8; Tulyathan Decl. at ¶¶ 10-12.)

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 1

53, 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. (Ward Decl. at ¶ 9.) As such, should individual current or former employees of Defendant bring individual claims on the same causes of action, they would each face the uncertainty of prevailing and the possibility of paying costs to Defendant. Accordingly, such claims likely would not be brought by many of these current and former employees—thus, this lawsuit achieves a true benefit for the class that they might not otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been reached, neither Plaintiff nor any of the Class Members will be required to pay for Defendant's litigation costs.

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

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

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

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

1 expense and delay involved in achieving an equivalent or more favorable result at trial. (*Young*
2 *v. Katz* (5th Cir. 1971) 447 F.2d 431, 433-34.)

3 As noted above, continued litigation could have led to appeals on several issues. On the
4 other hand, the settlement that was reached provides to all Class Members—regardless of their
5 means—fair relief in a prompt and efficient manner. Were the Court to deny final approval, the
6 Class Members would be left without a remedy as a practical matter and courts across the State
7 would have to address the issues presented here in a piecemeal, costly, and time-consuming
8 manner. The settlement in this case is therefore consistent with the “overriding public interest in
9 settling and quieting litigation” that is “particularly true in class action suits.” (*See Van*
10 *Bronkhorst*, 529 F.2d at p. 950 (footnote omitted); *see also 4 Newberg* at § 11.41.) Here, this
11 case could have involved years of litigation, especially given that the sick pay regular rate claim
12 has never been certified by a California court before.

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

14 Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best
15 interest of the Class Members as a whole. (Lee Decl. at ¶ 4; Tulyathan Decl. at ¶ 4.) Similarly,
16 counsel for Defendant is in favor of this settlement. The endorsement of qualified and well-
17 informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight
18 by the Court in its final approval determination. (*See Officers for Justice*, 688 F.2d at p. 625;
19 *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485 F.Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.)

20 **IV. THE PROPOSED PROCEDURE FOR UNCASHED SETTLEMENT CHECKS** 21 **SHOULD BE APPROVED**

22 As referenced in the Motion for Preliminary Approval, to the extent any uncashed
23 settlement funds remain after 180 days of the mailing of the individual settlement checks, the
24 Parties have agreed that all such uncashed settlement funds shall be distributed to the *cypres*
25 recipient Child Advocates of Silicon Valley, a court-appointed child advocacy program, in
26 accordance with C.C.P. § 384.

27 **V. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE** 28 **APPROVED**

Class Representative Mark Ward requests a total enhancement of \$10,000.00. Plaintiff

1 met with Class Counsel, had numerous discussions with Class Counsel, and provided substantive
2 information regarding Defendant's policies and practices at issue in this case. (Ward Decl at ¶ 5.)
3 Accordingly, Plaintiff provided invaluable information, evidence, and documents that resulted in
4 this settlement.

5 In addition to the invaluable services that he provided, Plaintiff also took significant
6 risks, both professionally and monetarily, in acting as Class Representative, seeking benefits on
7 behalf of the Class. (Ward Decl. at ¶ 9.) Because the claims alleged by the Class Representative
8 involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying
9 the costs of Defendant, had he not prevailed in this action. (*Id.*) Despite this, however, Plaintiff
10 agreed to pursue this case on behalf of the Class.

11 Also, given that future employers are much less likely to hire individuals who have filed
12 employment-related lawsuits, particularly cases of this nature, the Class Representative also
13 faced significant risk in not being able to find suitable employment and/or face retaliation from
14 prospective employers, all as a result of filing of this case against Defendant. Plaintiff took these
15 risks upon himself to the benefit of the Class. (Ward Decl. at ¶ 9.) Class Members did not have
16 to file individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did
17 they have to face the potential for retaliation and not getting future employment had they filed a
18 lawsuit which is a public record. These are significant benefits that weigh in favor of granting
19 the requested enhancement. Moreover, this litigation has resulted in a significantly valuable
20 benefit to the Class, i.e. average award to class members in the amount of \$1,605.64, and
21 Plaintiff took on substantial risks in helping to get this financial benefit to the Class. As such,
22 the enhancement should be awarded to Plaintiff for his commitment, dedication, and risks taken
23 for this litigation.

24 Finally, Plaintiff provided a general release and waiver of the protections of Civil Code
25 § 1542, which other Class Members did not have to do. (Settlement Agreement, ¶ 14; Ward
26 Decl. at ¶ 10.) This is a more extensive release than that provided by the Class at large, also
27 supporting the request for the enhancement.

28 Courts have routinely granted approval of settlements containing such enhancements.

(See *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299-300 (incentive award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.* (S.D. Ohio 1990) 130 F.R.D. 366, 374 (two incentive awards of \$ 55,000, and three incentive awards of \$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 Maximum Settlement Amount, or \$110,000.00, 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

1 fee by choosing an appropriate percentage of the fund created”).) Under the percentage of the
2 fund method, the Court’s objective remains to “mimic the market” in fixing a reasonable fee.
3 (*See Gaskill v. Gordon* (7th Cir. 1998) 160 F.3d 361, 363 (J. Posner) (“When a fee is set by a
4 court rather than by contract, the object is to set it at a level that will approximate what the
5 market will set....The judge, in other words, is trying to mimic the market in legal services.”).)

6 Here, the fee award representing approximately one-third of the fund clearly falls within
7 that range and is consistent with other rulings of other courts and comprehensive surveys of class
8 action settlements and fee awards. (*See Martin v. AmeriPride Servs.* (S.D. Cal. 2011) 2011 U.S.
9 Dist. LEXIS 61796, 23 (recognizing that “courts may award attorney’s fees in the 30-40% range
10 in wage and hour class actions that result in recovery of a common fund under \$10 million”); *see*
11 *also Eisenberg & Miller, Attorney Fees in Class Action Settlements: An Empirical Study: 1993-*
12 *2008*, 7 J. of Empirical Leg. Stud. 248, 262, fn.16 (2010) (independent studies of class action
13 litigation nationwide conclude that fees in the range sought here are consistent with market
14 rates).)

15 The results delivered by Class Counsel also support the requested percentage of the fund.
16 Here, Plaintiff and his counsel secured a \$330,000.00 non-reversionary common fund settlement.

17 Finally, “the response of the class members to attorneys’ fee notice, though not decisive,
18 is relevant to the... reasonable determination” regarding fees. (*Swedish Hospital v. Shalala* (D.C.
19 Cir. 1993) 1 F.3d 1261, 1272.) A positive response rate tends to suggest that the court’s
20 “approximation of the market” for fees is well supported. (*Id.* at p. 1269.) In this case, the Class
21 Notice specifically notified Class Members that Class Counsel would be seeking up to
22 \$110,000.00 in attorneys’ fees. To date, no Class Member has objected to the settlement. This
23 strong favorable response also supports the requested fees.

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

27 No one expects a lawyer whose compensation is contingent upon
28 his success to charge, when successful, as little as he would charge
a client who had agreed to pay for his services, regardless of
success. Nor, particularly in complicated cases producing large

1 recoveries, is it just to make a fee depend solely on the reasonable
2 amount of time expended.

3 (*City of Detroit v. Grinnell Corp* (2d Cir. 1974) 495 F.2d 448, 470.) Here, it is clear that a
4 settlement fund of \$330,000.00 has been created as the entire amount is to be paid out without
5 any reversions. For Class Counsel, the fees here were wholly contingent in nature and the case
6 presented far more risk than the usual contingent fee case. Among the risks was the cost inherent
7 in class action litigation, as well as a potentially drawn-out battle with a corporate Defendant.

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

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

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

11 With respect to Class Counsel’s lodestar, to date, approximately 142.1 hours have been
12 expended by Class Counsel in this matter. (Tulyathan Decl. at ¶ 13, Ex. A; Lee Decl. at ¶ 9, Ex.
13 A.) Moreover, Class Counsel expects to incur approximately 20 additional hours in finalizing
14 this settlement, including handling any post-approval matters and settlement issues that may
15 arise. (Tulyathan Decl. at ¶ 14; Lee Decl. at ¶ 10.) Mr. Lee requests an hourly rate of \$750.00
16 per hour. (Lee Decl. at ¶ 11.) Ms. Tulyathan requests an hourly rate of \$500.00. (Tulyathan
17 Decl. at ¶ 15.) The courts are quite liberal in the evidence required to prove an attorney’s hours.
18 Detailed time records are not required. An attorney’s testimony alone may suffice: “Testimony
19 of an attorney as to the number of hours worked on a particular case is sufficient evidence to
20 support an award of attorney fees, even in the absence of detailed time records.” (*Martino v.*
21 *Denevi* (1986) 182 Cal.App.3d 553, 559.)

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

28 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and

1 experience in the relevant community. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084,
2 1095.) The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the
3 attorney's skill and experience, the nature of the work performed, the relevant area of expertise
4 and the attorney's customary billing rates. (*Flannery v. California Highway Patrol* (1998) 61
5 Cal.App.4th 629, 632-33.)

6 Class Counsel's skill and experience justify the requested rate. As shown in the
7 supporting declarations, Class Counsel have significant experience in the area of employment
8 and wage and hour class actions. Specifically, Class Counsel's practice focuses on representing
9 employees in employment matters, particularly wage and hour cases. (Lee Decl. at ¶ 7;
10 Tulyathan Decl. at ¶ 10.) As such, based on the hours and applicable rate, the total lodestar to be
11 expended by Class Counsel through finalizing this settlement will be approximately \$93,225.00,
12 based on 162.1 total hours. (Lee Decl. at ¶¶ 9-11; Ex. A; Tulyathan Decl. at ¶¶ 13-15, Ex. A.)

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

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

26 Here based upon Plaintiff's counsel's lodestar of \$93,225.00, Plaintiff's request for a low
27 multiplier of approximately **1.18** is reasonable and fair, particularly based on the factors
28 described above and that it is ***well below*** the typical range of multipliers awarded by the court.

1 (*Wershba v. Apple Computer, Inc.* (Ct. App. 2001) 91 Cal.App.4th 224 (noting that courts using
2 the lodestar method to calculate attorney fees awards in class actions typically apply multipliers
3 in the range of 2 to 4); *Boyd v. Bank of Am. Corp.* (C.D. Cal. 2014) 2014 U.S. Dist. LEXIS
4 162880 (awarding 33% of the common fund, based on a multiplier of 2.58, in a wage and hour
5 class action settlement); *Vandervort v. Balboa Capital Corp.* (C.D. Cal. 2014) 8 F.Supp.3d 1200,
6 1210 (awarding 33% of the common fund, based on a multiplier of 2.52).)

7 As such, the requested fee award is fair and reasonable, and should be awarded in its
8 entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to
9 ensure the successful litigation of this action on behalf of all Class Members. For such reasons,
10 Class Counsel's request for attorneys' fees in the amount of \$110,000.00 is fair, reasonable, and
11 adequate.

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

14 The request for reimbursement of costs, in the amount of \$8,639.62 is fair and
15 reasonable, especially in light of the fact that the Parties agreed that Plaintiff's counsel may seek
16 up to \$15,000.00 as reimbursement for litigation costs under the Settlement Agreement. As set
17 forth in Plaintiff's counsel's declaration, the costs were all directly incurred in the prosecution of
18 this action, including but not limited to, filing and service fees, postage fees, and costs associated
19 with mediation. (Tulyathan Decl. at ¶ 16, Ex. B.) As such, this requested costs should be
20 approved as fair and reasonable.

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

23 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
24 Administrator, Phoenix Settlement Administrators, are to be paid out of the class settlement
25 funds. As shown on the Declaration of Elizabeth Kruckenberg, the class administration fees
26 expended in this matter amount to a total of \$6,000.00, which is the amount that was agreed upon
27 by the Parties. (Kruckenberg Decl. at ¶ 12, Ex. B.) For such reasons, it is requested that the
28 Settlement Administrator's fees be approved.

//

1 **IX. CONCLUSION**

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

5 Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form
6 proposed and submitted:

- 7 1. Granting final approval to the proposed Settlement Agreement in this action;
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 class representative
11 enhancement of \$10,000.00, with payment pursuant to the terms of the Settlement Agreement;
12 4. Approving Class Counsel's request for an award to Class Counsel for
13 \$110,000.00 in attorneys' fees and \$8,639.62 in costs, with payment pursuant to the terms of the
14 Settlement Agreement;
15 5. Approving Plaintiff's request for payment of the settlement administration costs
16 to Phoenix Settlement Administrators in the amount of \$6,000.00, with payment pursuant to the
17 terms of the Settlement Agreement;
18 6. Approving Plaintiff's request for payment to the LWDA for \$7,500.00, with
19 payment pursuant to the terms of the Settlement Agreement; and
20 7. Entering final judgment as to all members of the Class in this action.

21
22 DATED: August 17, 2021

DIVERSITY LAW GROUP, P.C.

23
24 By: 

25 Larry W. Lee
26 Mai Tulyathan
27 Attorneys for Plaintiff, the Class, and Aggrieved
28 Employees

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

On August 17, 2021, I served the following document(s) described as:

- 1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**
- 2. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 3. DECLARATION OF MAI TULYATHAN IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 4. DECLARATION OF MARK WARD IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**
- 5. DECLARATION OF ELIZABETH KRUCKENBERG REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**
- 6. [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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PROOF OF SERVICE

1 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
2 the above-entitled case. The service transmission was reported as complete and a copy of the
3 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
in this office.

4 I declare under penalty of perjury under the laws of the State of California that the
5 above is true and correct. Executed on August 17, 2021, at Los Angeles, California.

6 
7 _____
Erika Mejia