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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

JUAN CAAMAL,

Plaintiff,

v.

**TRG CA EMPLOYMENT, INC., a
corporation; TIBURON LODGE CA
HOTEL MANAGER, LLC, a limited
liability company; and DOES 1-100,
inclusive,**

Defendants.

Case No.: CIV-2001374

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: April 11, 2024

Time: 9:00 a.m.

Courtroom: H

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1 **I. INTRODUCTION**

2 Plaintiff Juan Caamal (“Plaintiff”) hereby requests final approval of the Class Action and
3 PAGA Settlement Agreement and Release (“Settlement”) entered into with Defendants TRG CA
4 Employment, Inc. and Tiburon Lodge CA Hotel Manager, LLC (jointly “Defendants”), which
5 resolves employment-related claims on behalf of the Class defined as follows:

6 “All current and former nonexempt California employees of Defendants [TRG CA
7 Employment, Inc. and Tiburon Lodge CA Hotel Manager, LLC] who worked at least
8 one shift between June 16, 2016 to September 15, 2022 (excluding any persons who
previously settled any of the claims covered by this Settlement).”

9 This Settlement has been received with a resounding stamp of approval from the Class – *none*
10 *of the 98 Class Members have opted out of the Settlement or objected to any of its terms.* This
11 Settlement, if approved, will provide that Defendants will pay a Maximum Settlement Amount of
12 **\$207,372.39** (increased from \$185,000 by virtue of an escalator clause). The Settlement
13 Administrator estimates that the average payment to a Class Member will be \$488.51, with the
14 highest payment being \$2,669.61. This is a very favorable resolution of the disputed wage-and-hour
15 claims in this case, especially in light of the significant litigation risks that Plaintiff faced, including
16 non-certification and not prevailing on the merits.

17 Given the risks of this litigation and the amount of the settlement, the result here is laudable.
18 As detailed below, the work performed by Plaintiff and Class Counsel was substantial. Among other
19 things, Class Counsel: (1) conducted an initial investigation of this case and developed the theories
20 and facts to support the Class’s claims; (2) conducted an intensive review and analysis of voluminous
21 payroll data and documents provided by Defendants; (3) engaged in arm’s-length settlement
22 negotiations with Defendants, and before a qualified mediator; (4) worked extensively with
23 Defendants to further perfect the terms of the Settlement, to prepare the Settlement Agreement itself
24 and related forms and approval motions; and (5) incurred \$8,679.67 in costs in prosecuting this case.

25 Moreover, in pursuing this case against Defendants, Plaintiff and Class Counsel faced serious
26 risks, including: (1) being unable to establish classwide liability on the wage statement claim in light
27 of the burden of proving that Labor Code violations were “knowing and intentional”; (2) being unable
28 to demonstrate that Defendants failed to provide rest and meal periods or pay premiums (at the

1 appropriate regular rate of compensation) on a classwide basis; (3) being unable to demonstrate that
2 Defendants failed to pay overtime and paid sick leave at the appropriate rate; (4) a potentially
3 prolonged and expensive trial; (5) lengthy appeals; (6) Plaintiff being held liable for Defendants'
4 costs if this case had been unsuccessful; and (7) that Plaintiff's future employment prospects could be
5 adversely affected by filing this lawsuit.

6 When the benefits of the Settlement are balanced against the risks of continued, protracted
7 litigation—including defeat at certification, on the merits, and/or on appeal—the fairness and
8 reasonableness of the Settlement is clear. The Class continues to meet the requirements for class
9 certification, and the Settlement is a reasonable compromise of the disputed claims in this case. This
10 is further confirmed by the *unanimously* positive reaction of the Class. Accordingly, Plaintiff
11 respectfully requests that this Court grant final certification of the Class, grant final approval of the
12 Settlement, and enter the proposed order of final approval and judgment submitted herewith.

13 **II. FACTUAL AND PROCEDURAL BACKGROUND**

14 **A. History**

15 On June 9, 2020, Class Counsel sent written notice to Defendants and the California Labor
16 and Workforce Development Agency ("LWDA"), alleging that, during Plaintiff's employment with
17 Defendant, he was not paid overtime at the correct rate of pay, had tips impermissibly taken by his
18 employer, was not paid sick leave at the correct rate, was not timely paid all wages, was not provided
19 with rest and meal periods or paid premiums, was not paid all wages due upon termination, and was
20 not furnished with accurate wage statements. (Briscoe Decl., Exhibit B.) The LWDA did not provide
21 written notice that it intended to investigate the alleged violations. (*Id.*, § 5.)

22 On June 16, 2020, Class Counsel filed this action in Marin County Superior Court as against
23 Defendants, on behalf of himself and all other California employees similarly situated. On
24 September 23, 2020, Caamal filed a First Amended Class Action Complaint, adding a cause of action
25 under the Private Attorneys General Act ("PAGA", Lab. Code, § 2698 et seq.)

26 In July 2021, the California Supreme Court issued its ruling in the matter of *Ferra v. Loews*
27 *Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, clarifying that "premium" payments for non-compliant
28 rest and meal periods must be paid at the "regular rate of compensation", inclusive of commissions,

1 nondiscretionary bonuses, and other items of compensation. Accordingly, on September 1, 2021,
2 Plaintiff filed a Second Amended Complaint—this did not add any substantive claims but clarified
3 that, to the extent that rest/meal premiums were paid, they were not paid at the appropriate regular
4 rate of compensation (because they omitted the value of mandatory service charges). Defendants then
5 filed their respective Answers to the Second Amended Complaint.

6 **B. Investigation, Discovery, and Negotiations**

7 Prior to filing this action, counsel for Plaintiff conducted an extensive and exhaustive analysis
8 of the claims to be asserted in this action, including closely scrutinizing Plaintiff's wage-and-hour
9 records. In mid-2021, the Parties all agreed to attend private mediation with Lisa Klerman, Esq., a
10 renowned mediator of employment class and representative actions. Prior to mediation, Defendants
11 produced a sampling of wage-and-hour records and also extensive payroll spreadsheets and other
12 documents; with this data and documents, Class Counsel was able to evaluate the size and scope of
13 the class and the number of potential violations of multiple provisions of the Labor Code. Plaintiff's
14 counsel estimated that the *maximum* exposure for unpaid wages (inclusive of rest/meal period
15 premiums) and statutory penalties is in excess of \$415,000 (making this settlement amount a very
16 substantial amount of that which might be recovered following likely years of additional litigation
17 and a complex trial). (Briscoe Decl., §§ 7, 14-17.)

18 At the close of that mediation, it was agreed that the Parties would resolve all of the claims
19 theretofore alleged in this action, for the Gross Settlement Sum of \$180,000 (with Tiburon Lodge
20 contributing \$95,000 and TRG contributing \$85,000). After several months of clarifying the essential
21 terms, Plaintiff and TRG executed a memorandum of understanding regarding the latter's
22 contributions to the Gross Settlement Sum. Finalizing the Proposed Settlement with Tiburon Lodge,
23 however, proved more contentious and protracted. Tiburon Lodge eventually asked that this
24 Settlement included a waiver of claims for failure to reimburse for business expenses (see Lab. Code,
25 § 2802), though such claims were not at issue. It was agreed that Tiburon Lodge would disclose
26 information so that Class Counsel could evaluate such a claim. Class Counsel was provided with a
27 declaration from Tiburon Lodge's general manager; said declaration generally demonstrated that the
28 value of a § 2802 claim would be negligible. Thus, it was agreed that Tiburon Lodge would increase

1 its payment to \$100,000, and that this Settlement would include a waiver of claims under Labor Code
2 section 2802. Negotiations hit a further snag when Tiburon Lodge requested a waiver of claims for
3 failure to pay minimum wage also be included in the Proposed Settlement; this was on account of an
4 errant reference in the First Amended Complaint to Labor Code section 1197.1—a statute which
5 provides for civil penalties for failure to pay minimum wage. It was subsequently agreed that Plaintiff
6 would file a *Third* Amended Complaint, adding a claim for Failure to Reimburse for Business
7 Expenses (as against Tiburon Lodge only) and strike the reference to Labor Code section 1197.1.
8 (Briscoe Decl., §§ 8-12.) **This Settlement does not include a waiver of claims for failure to pay**
9 **minimum wage, or any other claim that is not set forth in the Third Amended Complaint.**

10 Ultimately—and following over a year of contentious negotiating over the particulars—the
11 Parties resolved, on behalf of the Class, all claims alleged in the Third Amended Complaint and
12 derivative claims related thereto arising from the facts alleged in the Third Amended Complaint, from
13 June 16, 2016 to September 15, 2022. Additionally, the Proposed Settlement resolves claims for
14 failure to reimburse for business expenses, *but only as against Tiburon Lodge*.

15 **C. The Court Granted Preliminary Approval of the Settlement**

16 This Court granted preliminary approval of the Settlement Agreement on October 18, 2023.
17 Having reviewed the settlement negotiations, the substantive terms of the Settlement Agreement, and
18 the papers submitted in conjunction with Plaintiffs’ Motion for Preliminary Approval, the Court
19 found: (1) that the Settlement Agreement appeared to be within the range of reasonableness of
20 settlement which could ultimately be given final approval by this Court; (2) that it appeared to the
21 Court that the settlement amount is fair and reasonable to Class Members when balanced against the
22 probable outcome of further litigation, liability and damages issues; (3) that it further appeared that
23 significant investigation and research has been conducted and that counsel for the parties at this time
24 are able to reasonably evaluate substantial costs, delay and risks that would be presented by the
25 further prosecution of the litigation; and (4) that it further appeared that the proposed Settlement has
26 been reached as the result of intensive, serious and non-collusive, arms-length negotiations.

27 Thus, the Court (1) preliminarily and conditionally certified the Class as requested; (2)
28 appointed Simpluris as the Claims Administrator (and their administration costs of up to \$9,000), (3)

1 appointed Mayall Hurley P.C. as Class Counsel; (4) approved, and directed the mailing of, the
2 submitted Notice of Pendency (“Class Notice”) in accordance with the terms of the Class Action
3 Settlement and Release (“Settlement Agreement”); and (5) preliminarily approved the requested
4 awards of attorney’s fees (one-third of the Maximum Settlement Amount *or* \$61,667) and costs (up to
5 \$10,000) to Class Counsel, as well as the requested Class Representative Incentive Payment (\$5,000)
6 to Plaintiff. (Order Granting Preliminary Approval of Class Action Settlement [“Order Granting
7 Preliminary Approval”].) Finally, the Court scheduled the Final Approval Hearing to determine
8 fairness, reasonableness and adequacy of the Settlement as well as the Fee Motion.

9 **D. The Distribution of the Notice Has Resulted in a Positive Reaction By the Class.**

10 On January 19, 2024, Class Notices were mailed to all 98 Class Members via First Class mail,
11 in English (Declaration of Gillian McCreedy Regarding Settlement Notice Administration [“Admin.
12 Decl.”], ¶ 8, Exhibit A.) In accordance with the Court’s instructions, the Class Notice informed Class
13 Members about the terms of the Settlement, including the fact that Plaintiff would request: (1) an
14 award of attorney’s fees of one-third of the Maximum Settlement *or* \$69,124,¹ (2) reimbursement of
15 up to \$10,000 in litigation costs, (3) fees and costs of the Settlement Administrator in the amount of
16 \$9,000, and (4) a Class Representative Incentive Payment to Plaintiff in the amount of \$5,000. (*Id.*,
17 Exhibit A.) Following the notice period, *none of the Class Members have opted out or objected to*
18 *the Settlement, and none have disputed their number of weeks worked for purposes of calculating*
19 *their settlement awards.* (*Id.*, ¶¶ 11-13.) The *unanimously positive* reaction by the Class is an
20 unambiguous indication of its approval of the Settlement and the terms thereof. Now that the notice
21 period has closed and resulted in an extremely positive response from the Class Members, Plaintiff
22 respectfully requests final approval of the Settlement and that the Class be certified finally.

23 **III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS**

24 **A. Class Definition**

25 As stated above, the Class is defined as follows:

26 All current and former nonexempt California employees of Defendants within
27 _____

28 ¹ It is important to recognize that the Settlement Administrator notified all Class Members that Class Counsel would seek fees up to this amount, which was increased per the “escalator” clause in the Settlement Agreement (as against Tiburon Lodge). Still, no Class Member objected to this anticipated, requested fee award.

1 California who worked at least one shift between June 16, 2016 to September 15,
2 2022 (excluding any persons who previously settled any of the claims covered by
3 this Settlement, or any person who submits a timely and valid Request for
4 Exclusion²).

5 The Proposed Class is further divided into the following subclasses, which are certified as follows:

- 6 a. The “TRG Subclass” – All hourly-paid, nonexempt employees employed by TRG CA
7 Employment, Inc. in the State of California from June 16, 2016 to September 30,
8 2019.
- 9 b. The “Tiburon Lodge Subclass” – All other hourly-paid, nonexempt employees
10 employed by Tiburon Lodge CA Hotel Manager, LLC in the State of California from
11 August 20, 2019 through September 15, 2022.

12 Additionally—and without seeking class certification of the following groups—the Proposed
13 Settlement provides for settlement of claims for civil penalties under the PAGA, with the covered
14 employees defined as follows:

- 15 a. The “TRG PAGA Members”: All hourly-paid, nonexempt employees employed by
16 TRG in the State of California from July 20, 2019 to August 20, 2019.
- 17 b. The “Tiburon Lodge PAGA Members”: All hourly-paid, nonexempt employees
18 employed by Tiburon Lodge in the State of California from August 20, 2019 through
19 September 15, 2022.

20 (Briscoe Decl., Exhibit A, § 9.)

21 **B. Scope of Release and Final Judgment**

22 The Settlement provides that Class Members will release the Released Parties from any and
23 all claims based upon the allegations in the Third Amended Complaint (with the notable detail that
24 only members of the Tiburon Lodge Subclass release claims for violations of Labor Code section
25 2802). (Briscoe Decl., Exhibit A, pp. 21:25-24:18.) TRG PAGA Members and Tiburon Lodge PAGA
26 Members also release claims under the PAGA premised on those legal violations alleged in the Third
27 Amended Complaint. (*Id.*) *Only Plaintiff (in exchange for his request for an enhancement award) will*
28 *release all claims generally and waive the protections of Civil Code section 1542. (Id., § 25.)*

29 **C. Monetary Terms**

30 The Settlement Agreement provides that Defendants shall pay \$185,000, the Maximum
31 Settlement Amount (“MSA”), to settle the Released Claims. It was contemplated that TRG would
32 _____

33 ² Since no Class Member opted out, this caveat can be stricken from the class definition in the Order of Final
34 Approval.

1 contribute \$85,000 and Tiburon Lodge \$100,000 to the MSA. (Briscoe Decl., Exhibit A, § 13.) The
2 MSA and other actions and forbearances taken by Defendants are paid in full and final settlement of
3 (a) the Released Claims, (b) the fees and costs of the Proposed Settlement Administrator, (c) the
4 Incentive Payment to Plaintiff, (d) the payment to the Labor and Workforce Development Agency
5 (“LWDA”), and (e) Class Counsel’s Fees and Costs. The Proposed Settlement is being made on an
6 opt-out basis with no reversion to Defendant. (Briscoe Decl., Exhibit A, § 14.c.)

7 The Settlement Agreement also contains separate “escalator” clauses (one for TRG and one
8 for Tiburon Lodge) in the event that the number of Class Members (or workweeks) turns out to be
9 substantially higher than was represented in settlement negotiations. (Briscoe Decl., Exhibit A, §
10 14.c.i.) *The escalator clause for Tiburon Lodge has been triggered*, as Simpluris found that the sum
11 of workweeks for the Tiburon Lodge Subclass is 3,718—27.372 percent higher than the estimate in
12 the Settlement Agreement. (Declaration of Gillian McCreedy, ¶ 6.) The escalator clause for Tiburon
13 Lodge contains a five percent “grace margin”, meaning that Tiburon Lodge’s contribution to the
14 Maximum Settlement Amount has increased by 22.372 percent, to \$122,372.39. Tiburon Lodge does
15 not dispute this contractual increase; **thus, the Maximum Settlement Amount is now \$207,372.39.**

16 Each Class Member shall be entitled to a share of the Net Settlement Amount. Class
17 Members are not required to complete a claim form. As set forth below, Class Members received a
18 Notice of Class Action Settlement informing them of the terms of the Proposed Settlement, their right
19 to opt out and/or object, and providing them with an estimate of their share of the Net Settlement
20 Amount (and an opportunity to contest the calculation of that share). (Briscoe Decl., Exhibit A, § 18,
21 internal Exhibit 1.). As not one Class Member has opted out of the Settlement, each of them will
22 receive a payment pursuant to the terms of this Settlement. (*Id.*, Exhibit A, § 21.)

23 The individual settlement payments of Class Members will be calculated as follows:

24 Step 1: Defendants pay their respective shares of the Maximum Settlement Amount,
25 which Simpluris will place in separate accounts.

26 Step 2: From the Maximum Settlement Amount, the following shall be deducted from the
27 two accounts, in proportional amounts:

28 i. The Court-approved fees and costs of the Settlement Administrator;

- 1 ii. The Court-approved Incentive Payment to Plaintiff for his services as Class
2 Representative;
3 iii. The Court-approved payment to the LWDA and the payment to the PAGA Group
4 Members; and
5 iv. The Court-approved fees and costs of Class Counsel.

6 The remaining amount after all such deductions shall be referred to as the Net Settlement Amount.
7 (Briscoe Decl., Exhibit A, § 14.c.)

8 Step 3: Settlement Awards to members of the TRG Subclass and the Tiburon Lodge
9 Subclass, respectively, will be based on the number of weeks worked by each such
10 member, during the respective Subclass Period, based on the information provided by the
11 respective Defendant. (*Id.*, § 14.c.i.)

12 It is presently estimated that the average payment to each Class Member will be
13 approximately \$488.51, and the *highest* will be approximately \$2,669.61. (Admin Decl., ¶ 16.) The
14 payments to Class Members shall be allocated as twenty percent wages and 80 percent statutory
15 penalties and interest. (*Id.*, Exhibit A, § 14.c.iii.)

16 **D. Summary of Notice Process and Response From Class**

17 Simpluris was selected (and approved by the Court) as the Settlement Administrator. The
18 court-approved Class Notice consisted of an eight-page notice. (Admin. Decl., Exhibit B.) Class
19 Members were provided with a Notice of Settlement Award form, which disclosed the duration of a
20 Class Member's employment (for purposes of calculating settlement payments) and afforded Class
21 Members the opportunity to dispute those figures. (*Id.*) On October 25, 2023, Simpluris received data
22 files from defense counsel containing the necessary contact information for each of the 98 Class
23 Members. (*Id.*, ¶ 6.) The mailing addresses contained in that Class List were processed and updated
24 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service.
25 (*Id.*, ¶ 7.) On January 19, 2024, Notice Packets were mailed via first class mail to each of the 98
26 Class Members contained in the Class List. (*Id.*, ¶ 8.) If a Notice Packet was returned without a
27 forwarding address, the Settlement Administrator used Accurint (a Lexis-Nexis research tool) for skip
28 tracing. (*Id.*, ¶ 8.) Ultimately, four of 98 Notice Packets were undeliverable. (*Id.*, ¶ 9.) ***Critically,***
and demonstrating the overwhelming approval of the Settlement, no Class Members opted out of
the Settlement; none objected to the terms thereof; and none disputed the number of wage
statements upon which their proportional shares would be calculated. (*Id.*, ¶¶ 11-13.)

1 **E. Timing of Payments**

2 As no Class Member has objected, the Effective Date will be the date of the Order of Final
3 Approval. (Briscoe Decl., Exhibit 1, § 14.b.) Within fifteen calendar days after the Effective Date,
4 Defendants shall fund separate accounts with their shares of the Maximum Settlement Amount. (*Id.*, ¶
5 14.c.) Within *thirty* days of the Effective Date, Simpluris will distribute the Maximum Settlement
6 Amount in accordance with the Settlement Agreement and this Court’s Order of Final Approval. (*Id.*,
7 ¶ 14.c.viii.) In the event that any checks mailed to Participating Class Members are not cashed after
8 180 days, or an envelope mailed to a Participating Class Member is returned and no forwarding
9 address can be located for that person after reasonable efforts have been made, then the Settlement
10 Administrator shall transmit the funds to Court Appointed Special Advocates for Children of Marin
11 County, in accordance with Code of Civil Procedure section 384. (Settlement Agreement, § 20.)
12 Class Counsel proposes a Final Compliance Hearing for ***December 12, 2024***.

13 **IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL CERTIFICATION OF THE**
14 **CLASS FOR SETTLEMENT PURPOSES BECAUSE IT MEETS ALL OF THE**
15 **REQUIREMENTS FOR CLASS CERTIFICATION**

16 Under Code of Civil Procedure section 382, a class may be certified if: (1) it is ascertainable
17 and its members are too numerous for joinder to be practical; (2) the representative(s) and absent
18 class members share a community of interest and questions of law and fact common to the class
19 predominate over individual questions; (3) the representative’s claims are typical of the class’s
20 claims; and (4) the representatives will fairly and adequately represent the class’s interests. (See
21 *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 470.) The Court found that the Class meets
22 all of the requirements for class certification for settlement purposes when it granted preliminary
23 approval of the Settlement Agreement on October 18, 2023. No new circumstances have cast any
24 doubt on the propriety of the preliminary approval determination. To the contrary, the reaction of the
25 Class Members to the terms of the notice of the Settlement has been unanimously supportive.
26 (Admin. Decl., ¶¶ 11-13.) This Court should confirm its conditional certification of the Class.

27 ///

28 ///

1 **V. THE SETTLEMENT IS A FAIR, ADEQUATE, AND REASONABLE COMPROMISE OF**
2 **DISPUTED LABOR CODE CLAIMS**

3 **A. Legal Standards for Approving Class Action Settlements**

4 A class action may not be dismissed, compromised or settled without approval of the Court.
5 (Civil Code, § 1781(f); Cal. Rules of Court, Rule 3.769; Fed. R. Civ. P. 23(e).) The decision to
6 approve or reject a proposed settlement is committed to the sound discretion of the Court. (*Kullar v.*
7 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128; *Wershba v. Apple Computer, Inc.* (2001)
8 91 Cal.App.4th 224, 234-35; *Hanlon v. Chrysler Corporation* (9th Cir. 1998) 150 F.3d 1011, 1026-
9 27.) In reviewing class action settlements, the Court has broad powers to determine whether a
10 settlement is fair under the circumstances of the case, and a decision approving a class action may
11 only be reversed upon a strong showing of clear abuse of discretion. (See *Mallick v. Superior Court*
12 (1979) 89 Cal.App.3d 434, 438; *Wershba* at pp. 234-35.) Appellate courts will rarely overturn
13 approval of a class action settlement unless “the terms of the agreement contain convincing
14 indications that the incentives favoring pursuit of self-interest rather than the class’s interests in fact
15 influenced the outcome of the negotiations and that the district court was wrong in concluding
16 otherwise.” (*Staton v. Boeing Co.* (9th Cir. 2003) 327 F.3d 938, 960.)

17 California courts have a strong policy in favor of settlement. (See, e.g., *Stambaugh v.*
18 *Superior Court* (1976) 62 Cal.App.3d 231, 236.) Unlike individual settlements, class action
19 settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to
20 class members. (*Malibu Outrigger Bd. of Governors v. Superior Court* (1980) 103 Cal.App.3d 573,
21 578-579.) This approval process consists of preliminary settlement approval, notice being given to
22 class members, and a final fairness and approval hearing at which class members have the
23 opportunity to be heard with respect to the settlement. (*Id.*)

24 The law and public policy strongly favor settlement, particularly in class actions where
25 substantial resources can be conserved by avoiding the time, expense and rigors of litigation.
26 (*Churchill Village*, 361 F.3d 566, 576 (9th Cir. 2004); *In re Pacific Enterprises Securities Litig.* (9th
27 Cir. 1995) 47 F.3d 373, 378; *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276;
28 *Franklin v. Kaypro Corp.* (9th Cir. 1989) 884 F.2d 1222, 1229.) Accordingly, courts have “wide

1 discretion in assessing the weight and applicability of each factor.” (*Nat’l Rural Telecomms. Coop. v.*
2 *DirectTV, Inc.* (C.D. Cal. 2004) 221 F.R.D. 523, 526.) The Ninth Circuit has repeatedly ruled that the
3 courts “put a good deal of stock in [class settlements that are] the product of arms-length, non-
4 collusive, negotiated resolution.” (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948,
5 965; *Hanlon, supra*, 150 F.3d at 1027.) Importantly, there is a presumption of fairness “if the
6 settlement is recommended by class counsel after arm’s-length bargaining.” (*Wren v. RGIS Inventory*
7 *Specialties* (N.D. Cal., April 1, 2011) 2011 U.S. Dist. Lexis 38667, *19.)

8 **B. The Settlement is Fair, Reasonable, and Adequate**

9 In reviewing a class action settlement, a court must determine whether a proposed settlement
10 is “fair, adequate and reasonable.” (Fed. R. Civ. P. 23(e).) A court must consider multiple factors
11 including: (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity and likely duration
12 of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount
13 offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the
14 experience and views of counsel; (7) the presence of a governmental participant, and (8) the reaction
15 of the class members to the proposed settlement. (*Cellphone Fee Termination Cases* (2010) 186
16 Cal.App.4th 1380, 1389; *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802; see also
17 *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026.) Adequate notice is critical to court
18 approval of a class settlement. (*Hanlon* at p. 1025.)

19 While “[t]he most important factor is the strength of the case for plaintiffs on the merits,
20 balanced against the amount offered in settlement,” a court must be mindful that its function in such
21 valuation is limited solely to determining whether the settlement falls within the range of acceptable
22 settlements under the circumstances. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010)
23 186 Cal. App. 4th 399, 407-409.) Indeed, “[t]he proposed settlement is not to be judged against a
24 hypothetical or speculative measure of what might have been achieved had plaintiffs prevailed at
25 trial,” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 246), and it is well established
26 that “[t]he merits of the underlying class claims are not a basis for upsetting the settlement of a class
27 action.” (*See 7-Eleven Owners for Fair Franchising v. Southland Corp.* (2001) 85 Cal. App. 4th
28 1135, 1150; *Wershba*, at p. 246.) Moreover, the fact that “the settlement could have been better . . .

1 does not mean the settlement presented was not fair, reasonable or adequate.” (*Hanlon*, *supra*, 150
2 F.3d at 1027.) Courts have “wide discretion in assessing the weight and applicability of each factor.”
3 (*Nat'l Rural Telecomms. Coop.*, *supra*, 221 F.R.D. at p. 526.) The factors are non-exclusive, not all
4 need be shown, and the court may engage in a balancing of factors depending on the circumstances of
5 each case. (*Churchill Village, LLC v. General Electric Co.* (9th Cir. 2004) 361 F.3d 566, 576, fn. 7);
6 *Wershba* at p. 245.) “[O]ne factor alone may prove determinative in finding sufficient grounds for
7 court approval.” (*Nat'l Rural Telecomms. Coop.* at p. 525; *Torrise v. Tucson Elec. Power Co.* (9th
8 Cir. 1993) 8 F.3d 1370, 1376 [upholding settlement where one factor predominated].)

9 Thus, a court’s inquiry “into what is otherwise a private consensual agreement negotiated
10 between parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that
11 the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating
12 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned”.
13 (*Officers for Justice v. Civil Svc. Comm’n of City and County of San Francisco* (9th Cir. 1982) 688
14 F.2d 615, 626.) Ultimately, a court’s “determination is nothing more than an ‘amalgam of delicate
15 balancing, gross approximations, and rough justice.’” (*Nat'l Rural Telecomm. Coop.*, *supra*, 221
16 F.R.D. at p. 526, citations omitted.) Accordingly, a court’s decision to approve a class action
17 settlement may be reversed only upon a strong showing of clear abuse of discretion. (*Hanlon*, 150
18 F.3d at 1027; *Class Plaintiffs v. City of Seattle* (9th Cir. 1992) 955 F.2d 1268, 1276 [in context of
19 class action settlement, appellate court cannot “substitute [its] notions of fairness for those of the
20 [trial] judge and the parties to the agreement,” and will reverse only upon strong showing of abuse of
21 discretion], citation omitted.)

22 In light of the foregoing, and as set forth below, the Settlement embodies all of the key
23 features of a settlement that is fair, reasonable, adequate, and in the best interests of the members of
24 the Class, and as such, meets all the criteria necessary for final approval.

25 **1. The Class Received Adequate Notice of the Settlement.**

26 The Court-approved Notice of Pendency and notice process described above have adequately
27 protected the due process rights of the Class Members. Class action rules require the class notice to
28 contain an “explanation of the proposed settlement and procedures for Class Members to follow in

1 filing written objections to it and in arranging to appear at the settlement hearing and state any
2 objections to the proposed settlement.” (Cal. Rules of Court, Rule 3.769(f).) Notice is adequate
3 where it is given in a “form and manner that does not systematically leave an identifiable group
4 without notice.” (*Mandujano v. Basic Vegetable Prods, Inc.* (9th Cir. 1976) 541 F2d 832, 835.) The
5 notice should be the best “practicable under the circumstances including individual notice to all
6 members who can be identified through reasonable effort.” (*Torrisi v. Tuscon Elec. Power Co.* (9th
7 Cir. 1993) 8 F.3d 1370, 1374.) “The standard is whether the notice has a reasonable chance of
8 reaching a substantial percentage of the class members.” (*Wershba, supra*, 91 Cal.App.4th at p. 251.)

9 The Court-approved Class Notice met the requirements for notice, and provided significant
10 information about the settlement, including the settlement terms, and procedures to object or request
11 exclusion. (Order Granting Preliminary Approval, § 5.) Further, the Settlement Administrator
12 fulfilled its duties in distributing the Court-approved Class Notice to Class Members via first class
13 mail, and performed address traces to re-mail any notices that were returned as undeliverable. As a
14 result of these efforts, only four of 98 Class Notices remained undeliverable (either because an
15 updated address could not be obtained, or the Notice was returned after a second mailing to an
16 updated address). (Admin Decl., ¶ 9.) The cumulative effect of these efforts confirms that the Parties
17 have sufficiently provided the best practicable notice to the Class.

18 **2. The Strengths and Weaknesses of the Class Claims and the Risks of Proceeding with**
19 **Litigation Strongly Support Final Approval of the Settlement.**

20 The Court should reaffirm that this Settlement is fair, reasonable, and adequate in light of
21 the strength of Plaintiff's claims and the risks faced with continued litigation. Approval of a
22 class settlement is proper when “there are significant barriers plaintiffs must overcome in making
23 their case.” (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 851
24 [also finding acknowledgement by parties of the possibility of decertification to support
25 approval]; *see also Rodriguez v. West Publ'g Corp.* (9th Cir. 2009) 563 F.3d 948, 966 [finding
26 difficulties and risks of litigating a case weighs in favor of approval of class settlements].) Class
27 Counsel believes there is substantial evidence from which the trier of fact could conclude that
28 Defendants engaged in a pattern and practice of violating the Labor Code as is alleged. On the

1 other hand, as set forth in Plaintiff's Motion for Preliminary Approval, Class Counsel also
2 acknowledges recovery is far from guaranteed and could only occur after years of costly litigation
3 that is rife with risk. Defendants asserted and would have continued to assert, with considerable
4 resources, through certification, trial and the appellate process, legal and factual grounds to defend
5 itself. (Briscoe Decl., ¶ 16.) These factors all weigh strongly in favor of final approval of the
6 Settlement.

7 **3. The Settlement Was Reached Via Arm's-Length Bargaining Through Experienced**
8 **Counsel, Before a Highly Competent Mediator, and Was Based on Sufficient**
9 **Information to Intelligently Negotiate a Fair Settlement in Light of the Claims**
10 **Asserted and Risks of Continued Litigation.**

11 A settlement is presumptively fair where it is reached through arm's-length bargaining and
12 based on sufficient discovery and investigation to allow counsel and the court to act intelligently,
13 counsel is experienced in similar litigation, and the percentage of objectors to the terms of the
14 settlement is small. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.) In deciding
15 whether to approve a proposed settlement, a trial court has broad powers to determine if the proposed
16 settlement is fair under the circumstances of the case. (*Mallick v. Superior Court* (1979) 89
17 Cal.App.3d 434, 438.) In exercising these powers, the overriding concern is to ensure that a proposed
18 settlement is "fair, adequate, and reasonable." (*Dunk* at p. 1801.) Relevant factors for the trial court
19 to consider include, but are not limited to:

20 "The strength of Plaintiff's case, the risk, expense, complexity and likely duration of
21 further litigation, the risk of maintaining class action status through trial, the amount
22 offered in settlement, the extent of discovery completed and the stage of the
23 proceedings, the experience and views of counsel, the presence of a governmental
24 participant, and the reaction of the class members to the proposed settlement."

25 (*Id.*) These factors require balancing, are non-exhaustive and, as such, trial courts should tailor the
26 factors to each case and give due regard to "what is otherwise a private consensual agreement
27 between the parties." (*Id.*)

28 "In the context of a settlement agreement, the test is not the maximum amount Plaintiff might
have obtained at trial on the complaint, but whether the settlement is reasonable under all of the
circumstances." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 250.) Because

1 settlements inherently involve compromise, even settlements providing for substantially narrower
2 relief than likely would be obtained if the suit were successfully litigated can be reasonable because
3 “the public interest may indeed be served by a voluntary settlement in which each side gives ground
4 in the interest of avoiding litigation.” (*Id.* [quoting *Air Line Stewards, etc., Local 550 v. American*
5 *Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101, 109].) In addition, courts review the discovery process
6 and information received through it to aid them in assessing whether the parties sufficiently
7 developed the claims and their supporting factual bases before receiving settlement. (See *Kullar v.*
8 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-31.) Information is sufficient where it
9 allows the parties and the court to form “an understanding of the amount that is in controversy and
10 the realistic range of outcomes of the litigation.” (See *Clark v. American Residential Services LLC*
11 (2009) 175 Cal.App.4th 785, 801.) This requirement exists so that the parties can provide the court
12 with “a meaningful and substantiated explanation of the manner in which the factual and legal issues
13 have been evaluated.” (*Kullar* at p. 132.)

14 Here, the Settlement resulted from extensive arm’s-length settlement negotiations between
15 and among qualified and experienced counsel (with the assistance of an equally qualified and
16 experienced mediator), and is fair, adequate, and reasonable for all Class Members. (Briscoe Decl.,
17 ¶¶ 3-10.) While Class Counsel has no doubt that the asserted claims are meritorious, he nonetheless
18 appreciates that there are tremendous risks that continued litigation would entail, as briefed in the
19 Motion for Preliminary Approval. Defendants asserted and would have continued to assert, through
20 certification, trial, and the appellate process, legal and factual grounds to defend itself. Defendants
21 claimed that there was no willful intent to violate any wage and hour laws, that there was no injury
22 associated with any wage statements furnished, that class treatment would be improper as to the
23 various claims, and that it would be difficult, if not impossible, for Plaintiff to establish any classwide
24 claim for unpaid wages or statutory penalties. (Briscoe Decl., ¶¶ 11-16.) Defendants would continue
25 to assert that statutory penalties for wage statement violations are not recoverable in this context, and
26 that waiting time penalties under Labor Code section 203 are not recoverable where the failure to pay
27 all wages is not “willful” or when the alleged failure is premised on a failure to pay rest/meal
28 premiums. (See *Betancourt v. OS Restaurant Services, LLC* (2020) 49 Cal.App.5th 240, 247.)

1 Defendants contend they maintained a timekeeping system designed to capture all time recorded,
2 required its employees to record all time worked, and paid them for all time they reported and/or
3 Defendants were otherwise aware of being performed. Defendants also intended to argue that their
4 employees were, at all times relevant, authorized and permitted to take rest and meal periods. Further,
5 certification and success at trial would require establishing that the alleged violations were uniform
6 and occurred as to every Class Member. Absent settlement, the undersigned anticipated a vigorous
7 and lengthy challenge to both class certification and the merits of this class action. While Class
8 Counsel is confident that certification and prevailing on the merits would be attained, continued
9 litigation is nonetheless guaranteed to be costly, time-consuming, and uncertain. Appellate
10 proceedings would further delay and jeopardize recovery by Class Members. By contrast, the
11 proposed Settlement Agreement ensures timely, meaningful, and substantial relief to all of the 98
12 Class Members. (*Id.*)

13 **4. The Settlement Fairly, Reasonably, and Adequately Compensates Class Members**
14 **Because Each Participating Class Member Will Be Paid Based on the Extent of His**
15 **or Her Injury as Compared to Other Class Members.**

16 The Net Settlement Amount will be paid to all Participating Class Members based on the
17 number of workweeks worked during the Class Period. (Briscoe Decl., Exhibit 1, § 14.c.i.) Such an
18 allocation is fair, adequate, and reasonable because it correlates to the extent of harm allegedly
19 suffered, based on the asserted claims. Class Members will have 180 days to cash their individual
20 checks, and any checks that remain uncashed after 180 days (after diligent efforts to locate recipients)
21 will be distributed in strict accordance with Code of Civil Procedure section 384, and in a manner
22 preliminarily approved by this Court. (*Id.*, § 20.)

23 **5. The Likely Expense and Duration of Further Litigation Favor Final Approval.**

24 “Settlement avoids the complexity, delay, risk and expense of continuing with the litigation
25 and will produce a prompt, certain, and substantial recovery for the Plaintiff class.” (*Eddings v.*
26 *Health Net, Inc.* (C.D. Cal. June 13, 2013) No. CV 10-1744-JST RZX, 2013 WL 3013867, *3
27 [internal citation and quotation omitted].) Absent settlement, Class Counsel anticipated significant
28 additional discovery (including a deposition of Defendants’ “person[s] most knowledgeable”), a hotly

1 contested motion for certification, an equally if not more difficult motion for summary judgment, a
2 possible appeal to any ruling in favor of the class, as well as a vigorous and lengthy trial of the
3 Class's claims. Continued litigation would require Plaintiff to establish appropriateness for
4 certification, class-wide liability, and then to present evidence regarding damages and penalties.
5 Such efforts would likely be protracted and extremely costly. Additional unforeseen costs, risks,
6 and delays might also materialize, including, as set forth above, appellate proceedings. Even if
7 Plaintiff overcomes all these obstacles and obtains a judgment for the Class, the recovery might
8 be of no greater value to Class Members. There is a significant advantage to receiving a
9 substantial benefit now as opposed to later. This factor strongly favors approval.

10 **6. Class Counsel Had the Benefit of Extensive Information Exchange as Well as Formal**
11 **and Informal Settlement Negotiations that Permitted Them to Calculate Class**
12 **Damages and Make Informed Decisions Regarding Settlement.**

13 Courts look to the amount of exchanged information prior to the settlement to determine
14 whether the parties made an informed decision to settle. (*Linney v. Cellular Alaska P'ship* (9th
15 Cir. 1998) 151 F.3d 1234, 1239.) Before filing this matter, and continuing post-mediation, Class
16 Counsel conducted a thorough investigation into the facts and claims alleged in this case. The Parties
17 also engaged in extensive informal discovery as part of the litigation and exhaustive settlement
18 negotiations. Class Counsel obtained information as to, *inter alia*: the size and composition of the
19 class, the nature and number of the alleged violations, as well as the uniformity of Defendants'
20 policies, practices, and procedures toward their employees. Class Counsel also analyzed voluminous
21 wage-and-hour data and documents so as to reach a reasoned analysis of Defendant's maximum
22 exposure for the claims alleged. (See Briscoe Decl., ¶ 4.) This analysis enabled the Parties to have a
23 productive mediation before Lisa Klerman, resulting in the instant Settlement. The Parties met and
24 conferred extensively, over a period of about eighteen months, so as to perfect the terms of two
25 separate Memoranda of Understanding, and then the three-party Settlement Agreement. (*Id.*, ¶¶ 6-9.)
26 These exhaustive, painstaking efforts proved worthwhile, not least because the Class has now
27 approved the Settlement with uniformity. The comprehensive information exchange in this matter,
28 along with the information exchanged, all support approval of the Settlement.

1 **7. The Settlement is Supported by Skilled and Experienced Class Counsel.**

2 “‘Great weight’ is accorded to the recommendation of counsel, who are most closely
3 acquainted with the facts of the underlying litigation. This is because ‘[p]arties represented by
4 competent counsel are better positioned than courts to produce a settlement that fairly reflects each
5 party’s expected outcome in the litigation.’ Thus, ‘the trial judge, absent fraud, collusion, or the like,
6 should be hesitant to substitute its own judgment for that of counsel.’” (*Nat’l Rural Telecomms.*
7 *Coop., supra*, 221 F.R.D. at p. 528.)

8 Class Counsel, having demonstrated a high degree of competence in the litigation of this case
9 and numerous other wage and hour claims, PAGA representative actions and class action cases,
10 strongly believe that the proposed Settlement properly balances the realistic monetary relief available
11 to the Class against the magnitude of the risks of continued litigation and thus is a fair, adequate, and
12 reasonable resolution of the Class Action, which is preferable to continued litigation. (See *In re*
13 *Wachovia Corp. “Pick-A-Payment” Mortgage Mktg. & Sales Practices Litig.* (N.D. Cal. May 17,
14 2011) 5:09-MD-02015-JF 2011 WL 1877630, *3 [approving settlement based upon, among other
15 factors, the belief of “Plaintiffs’ counsel, who are experienced attorneys . . . that the settlement is
16 extremely favorable to the class”].) In the view of Class Counsel, the benefit conferred by the
17 proposed Settlement is fair, reasonable, and adequate to the class under the circumstances, as it
18 reflects a reasoned compromise which not only takes into consideration the inherent risks in wage and
19 hour class litigation, but the various issues in this case which had the potential to substantially reduce
20 or completely eliminate recovery by class members. This factor strongly favors approval.

21 **8. With No Opt-Outs and No Objections, the Settlement is a Fair, Adequate, and**
22 **Reasonable Compromise of the Disputed Claims at Issue.**

23 The response of class members to a preliminarily approved settlement is relevant in evaluating
24 whether it merits final approval. (*Dunk, supra*, 48 Cal.App.4th at p. 1801.) Notably, the absence of
25 objections and exclusions supports a fairness presumption. In *7-Eleven Owners for Fair Franchising*
26 *v. Southland Corp.* (2000) it was found that nine objections and 80 opt-outs, from a class of 5,454
27 persons, showed a “particularly impressive” favorable response from class members, supporting final
28 approval. (85 Cal.App.4th 1135, 1152-53.) Here, there were no objections and no opt-outs. (Admin.

Decl., ¶¶ 11-13.) Thus, the uniformly favorable response of the Settlement Class confirms that the Settlement is fair, adequate, and reasonable and merits final approval.

VI. THE REQUESTED ATTORNEYS' FEES AND COSTS AWARD IS REASONABLE AND WELL-JUSTIFIED

Plaintiff also requests a reasonable attorneys' fees award of \$69,124 (or one-third of the Maximum Settlement Amount of \$207,372.39), and reimbursement for costs incurred in the amount of \$8,648.71. Class Counsel has submitted, separately, their Fee Motion detailing the facts and law supporting Class Counsel's requested award of attorneys' fees and costs, which is incorporated by reference herein. The Court should approve the requested fee award because it achieves the dual purposes of a common fund award by spreading the litigation costs among those who benefited from the settlement while rewarding and encouraging competent counsel to handle complex contingency cases. The requested fee award is also a fair charge to the Class for the substantial benefits conferred and consistent with the expected legal marketplace. (*Nw. Energetic Servs., LLC v. Cal. Franchise Tax Bd.* (2008) 159 Cal. App. 4th 841, 878; see also generally Fee Motion.)

First, Plaintiff has obtained significant monetary relief for the Class in the form of **\$95,748.39** (after subtracting Administration Costs, the Class Representative Incentive Payment, the PAGA Amount (25 percent of which goes to the PAGA Group, per law), and the fees and costs of Class Counsel). Second, Class Counsel have demonstrated a high degree of skill and quality of work. Class Counsel efficiently and effectively identified the alleged violations, framed the issues and filed a complaint, and initiated discovery and information exchange with opposing counsel to identify the scope of the alleged violations, all of which led to the Parties participating in mediation and the exceptional Settlement in this case. This type of result warrants the requested fee award. (See generally Fee Motion.)

Third, Class Counsel have undertaken the financial burden of litigating this case on a purely contingency basis by advancing \$8,679.67 in actual costs and expending ***approximately 237 hours to date*** (with more work to come) without compensation and with the risk of no recovery, all while facing two sizeable corporations with considerable resources at their disposal. In addition, Class

1 Counsel had to turn away otherwise lucrative cases in order to successfully litigate and resolve this
2 matter. Indeed, the Ninth Circuit has long recognized that the assumption of contingent risk is a
3 factor favoring an upward departure from the 25 percent benchmark. (*In re Wash. Pub. Power*
4 *Supply Sys. Sec. Litig.* (9th Cir. 1994) 19 F.3d 1291, 1299 [“It is an established practice in the
5 private legal market to reward attorneys for taking the risk of non-payment by paying them a
6 premium over their normal hourly rates for winning contingency cases”].)

7 Fourth, and perhaps most importantly, the Class’ support of this Settlement demonstrates
8 the reasonableness of the requested award since none of the 98 Class Members objected to the
9 Settlement or opted out of it. (See *In re Omnivision Techs., Inc.*, *supra*, 559 F. Supp. 2d at
10 1048 [“The reaction of the class may also be a determining factor in the determining the
11 fee award”]; *In re Heritage Bond Litig.*, Nos. 02-ML-1475-DT(RCX), 2005 WL
12 1594403, *15 (C.D. Cal. June 10, 2005) [finding the lack of significant objections to the
13 requested fee justified an award of one-third of the common fund].) As also set forth in
14 greater detail in his Fee Motion, the requested fee award is consistent with the amount of
15 attorneys’ fees awarded in similar wage and hour class actions.³

16 **VII. CONCLUSION**

17 Based on the foregoing, Plaintiff respectfully requests that this Court grant final approval
18 of the Settlement Agreement reached in this matter, approve the requested enhancement
19 payment, attorneys’ fees, and costs awards (for the reasons described in the separate Fee
20 Motion), and enter the proposed order and judgment accordingly.

21 **DATED:** March 15, 2024

MAYALL HURLEY P.C.

22 By _____
23

ROBERT J. WASSERMANN

JOHN P. BRISCOE

Attorneys for Plaintiff Juan Caamal and the Class

24
25
26 ³ See, e.g., *Contreras v. Bank of Am., N.A.* (S.F. Cnty. Super. Ct. Sept. 3, 2010), No. CGC-07-4677749 (fee
27 award of one-third of \$16,650,000 fund in wage and hour settlement); *Wren v. RGIS Inventory Specialists*, No.
28 C-06-05778, JCS, 2011 WL 1230826, *29 (N.D. Cal. Apr. 1, 2011) (approving fee award that constituted
42% of the common fund in wage and hour class and collective action); *Cicero v. DirecTV, Inc.* (C.D. Cal.
2010), 2010 WL 2991486, at *6 (noting that fees of one-third are common in wage and hour settlements
below \$10 million, citing cases).

PROOF OF SERVICE

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 S. Church Street, Lodi, California 95240 that is located in the county where the mailing and/or delivery below took place.

On March 15, 2024, I served the following document:

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

addressed to:

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☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is lriley@mayallaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 15, 2024, at Lodi, California.



LINDSAY RILEY