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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VALENTIN LOPEZ and GASPAR ZARAGOZA,
individually, and on behalf all others similarly
situated,

Plaintiffs,

vs.

NEW STAR F INC. d/b/a NORTHERN CAFE, a
California corporation; JIANG & YAN
CORPORATION, a California corporation;
NORTHERN CAFÉ RESTAURANT INC., a
California corporation; WLY ENTERPRISE INC.,
a California corporation; ZYJ CORP., a California
corporation; YZRJ CORP. a California corporation;
THE BOWL RESTAURANT INC., a California
corporation; NORTHERN CAFÉ DUMPLING
HOUSE & BAR LLC, a California limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV04625
Consolidated with Case No. 20STCV28150

[Hon. David S. Cunningham, Dept. 11]

CLASS ACTION

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

Date: July 17, 2024
Time: 10:00 a.m.
Courtroom: Dept. 11
Judge: Hon. David S. Cunningham

Action Filed: February 5, 2020
Trial Date: Not Set

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1 TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on July 17, 2024, at 10:00 a.m., in Department 11 of the above-
3 captioned Court, located at 312 North Spring Street, Los Angeles, California 90012, Plaintiff GASPAR
4 ZARAGOZA (“Plaintiff”) will and hereby does move this Court for an order:

5 1. Granting class certification of the Class, solely for settlement purposes pursuant to
6 Code of Civil Procedure § 382;

7 2. Finally approving the CLASS ACTION AND PAGA SETTLEMENT
8 AGREEMENT AND CLASS NOTICE (“Settlement” or “Agreement”);

9 3. Appointing counsel for Plaintiff, Moon Law Group, PC, Daily Aljian LLP, and the
10 Law Office of Daniel J. Hyun as Class Counsel;

11 4. Appointing Plaintiff as the Class Representative;

12 5. Approving PHOENIX SETTLEMENT ADMINISTRATORS as the third-party
13 administrator;

14 6. Ruling that Settlement Class Members who did not timely submit requests for
15 exclusion from the settlement as set forth in the Agreement have released their claims against
16 Defendants and the other releasees as set forth in the Agreement;

17 7. Ruling that Settlement Class Members who did not timely object to the settlement
18 pursuant to the terms set forth in the Agreement are barred from prosecuting or pursuing any
19 appeal of the Court’s Order;

20 8. Awarding the sums requested in the Motion;

21 9. Entering a Final Judgment; and,

22 10. Without affecting the finality of the final judgment, reserving continuing
23 jurisdiction over the parties for the purposes of implementing, enforcing and/or administering
24 the settlement as set forth in the Agreement or enforcing the terms of the Final Judgment.

25 Good cause exists to grant this Motion because: (1) the Class meets all of the requirements for
26 class certification for settlement purposes under Code of Civil Procedure § 382; (2) the Settlement
27 Agreement is a fair, adequate, and reasonable compromise of the disputed wage and hour claims asserted
28 by Plaintiff; (3) Plaintiff and Class Counsel are adequate to represent the Class; and, (4) the notice

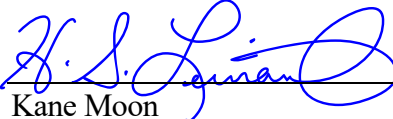
1 procedures and related forms complied with California Rules of Court 3.766(d) and (e) and this Court's
2 Order granting preliminary approval of the Settlement, and adequately apprised Class Members of their
3 rights and fully comport with due process.

4 This Motion is based on this Notice of Motion and Motion, the attached Memorandum of Points
5 and Authorities, the Declarations of H. Scott Leviant, Justin E. D. Daily, Daniel J. Hyun, Plaintiff, and
6 the Settlement Administrator in support thereof, all papers and pleadings on file with the Court in this
7 action, all matters judicially noticeable, and on such oral and documentary evidence as may be presented
8 in connection with the hearing on the Motion.

9 Respectfully submitted,

10 Dated: June 24, 2024

**MOON LAW GROUP, PC, DAILY ALJIAN LLP, &
LAW OFFICE OF DANIEL J. HYUN**

11
12 By:  _____

13 Kane Moon
14 H. Scott Leviant
15 Mariam Ghazaryan
16 Justin E. D. Daily
17 Simon Kwak
18 Daniel J. Hyun

19 Attorneys for Plaintiff
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I. INTRODUCTION

Pursuant to California Rules of Court, Rules 3.769, Plaintiff GASPAR ZARAGOZA (“Plaintiff”) requests that this Court finally approve the class action settlement set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (“Settlement” or “Agreement”) with Defendants NEW STAR F INC. d/b/a NORTHERN CAFE, JIANG & YAN CORPORATION, NORTHERN CAFÉ RESTAURANT INC., WLY ENTERPRISE INC., ZYJ CORP., YZRJ CORP. THE BOWL RESTAURANT INC., and NORTHERN CAFÉ DUMPLING HOUSE & BAR LLC (collectively “Defendants”).

After informal and formal discovery, the exchange of documents and data, and an arm’s-length mediation session with mediator Michael Young, Esq., Plaintiff and Defendants (collectively referred to herein as the “Parties”) reached a proposed class action settlement with a gross settlement amount (“GSA”) of **\$629,000.00** in compromise of disputed claims asserted on behalf of the below-defined Class consisting of **455** members. Plaintiff believes this settlement is a fair, adequate, and reasonable compromise of disputed claims for alleged wage and hour violations and penalties asserted in this case.

Plaintiff now submits this Motion for Final Approval of Class Action Settlement, along with the Settlement (attached to the Declaration of H. Scott Leviant [“Leviant Decl.”], Exhibit 1 thereto). For the Court’s convenience, below is a summary of the key provisions of the Settlement.

II. THE NOTICE PROCESS WAS COMPLETED WITHOUT ISSUE

Plaintiff and Defendants have fulfilled the class notice procedures set forth in the Settlement. The Settlement Administrator, Phoenix Settlement Administrators. (“Phoenix”), sent individual Notices to 455 Class Members on April 4, 2024. (Declaration of Mayra Gonzalez, ¶ 5.) 73 Notices were undeliverable after remailing and skip tracing. (*Id.*, at ¶¶ 6-7.) There have been **zero** opt outs and **zero** objections received. (*Id.*, at ¶¶ 8-9.)

III. THE MAJOR TERMS OF SETTLEMENT

The provisions of the proposed Settlement include the following:

- Defendants agree not to oppose certification for purposes of Settlement (Settlement, ¶ 12.1);
- Class: All hourly and non-exempt employees currently or formerly employed by

Defendants in the State of California at any time during the Class Period (the “Class

Period” is February 5, 2016 to July 19, 2023). (Settlement, ¶ 1.5, 1.13.)

- Settlement Amount: Defendants will pay a maximum of **\$629,000.00**, referred to as the Gross Settlement Amount (or GSA herein), resulting in an estimated average **gross** benefit per Class Member of about **\$1,382.41**¹ (Settlement, ¶ 1.22; 3.1; Leviant Decl., ¶ 11.);
- Funding of Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date. (Settlement, ¶ 4.3.)
- Class Size: **455** individuals who worked **15,784** Workweeks. (Settlement, ¶ 8; Burns Decl., ¶ 11.);
- PAGA Group Size: **408** individuals who worked **6,657** PAGA Workweeks (Burns Decl., ¶ 14);
- PAGA Period: January 31, 2019 to July 19, 2023. (Settlement, ¶ 1.36);
- Escalator Clause: If the number of workweeks in the Class Period exceeds 17,000 by more than 10%, the Gross Settlement Amount will increase by \$37 for each additional workweek over 17,000. The escalator was not triggered. (Settlement, ¶ 8);
- Kullar/Munoz Analysis: Plaintiff addresses the claims analysis herein, at Part VI.B.3, and in the Declaration of Leviant, at Paragraph 18;
- No Reversion: The Settlement is a **non-reversionary** settlement (Settlement, ¶ 3.1);
- Certification: Plaintiff addresses certification requisites herein, at Part VI.A. Certification was addressed in greater detail as part of the motion for preliminary approval.
- No Claim Form: No claim form is required (Settlement., ¶ 3.1);
- Class Release: The Settlement will release wage-and-hour claims for Participating Class Members (those Class Members who do not opt out of the Settlement) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (Settlement, ¶ 5.2);

¹ The final class size was smaller than estimated, so this amount per Class Member is higher than the estimate at preliminary approval.

- 1 • PAGA Release: Plaintiff, Aggrieved Employees and the LWDA will release all claims for
2 PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts
3 stated in the Operative Complaint and the PAGA Notice, regardless of whether they opt out
4 of the class portion of the Settlement (Settlement, ¶ 5.3);
- 5 • Net Settlement Amount Available to the Class: After deducting Class Counsel’s attorneys’
6 fees and costs, service payment to Plaintiff, administration costs, and the PAGA penalty,
7 the remainder will be available for distribution to Class Members who do not opt out, with
8 each Class Member receiving a share based on the number of Workweeks each Class
9 Member worked for Defendants within the Class Period. The Net Settlement Amount is at
10 least **\$336,833.33**, resulting in an average **net** payment per Class Member of at least
11 **\$740.29**, before any tax withholdings. (Settlement, ¶ 1.28; Burns Decl., ¶ 12-13.)
- 12 • Tax Allocation: The amounts distributed to Class Members will be characterized as 33
13 1/3% alleged unpaid wages, 66 2/3% to interest and penalties, and PAGA Settlement
14 Payments will be allocated as 100% penalties. (Settlement, ¶¶ 3.2.4.1, 3.2.5.2.)
- 15 • Employer’s Portion of Payroll Taxes Paid Separately: Defendants’ portion of payroll taxes
16 (e.g., FICA, FUTA, etc.) owed on any settlement payments to Class Members that
17 constitute wages will be paid separate and apart from the GSA (Settlement, ¶ 3.1);
- 18 • Settlement Administrator: The notice portion of the Settlement will be administered by a
19 third-party Administrator, Phoenix Settlement Administrators, with the costs of
20 administration at a flat rate of up to \$12,500.00. (Settlement, ¶ 3.2.3; Burns Decl., Exh. B.)
- 21 • Class Data for Administration: The Settlement Administrator received the Class Data, used
22 the National Change of Address (“NCOA”) database to update the Class Data, and then
23 used skip tracing on returned Notices (Settlement, ¶¶ 4.2; 1.9);
- 24 • Notice: The Notice was issued and describes how to dispute workweeks, submit an
25 objection in writing, in person, or through an attorney, or request exclusion. (Settlement, ¶¶
26 7.4.2, 7.5 – 7.7);
- 27 • Notice Language: Notice issued in English with Spanish and Chinese translations
28 (Settlement, ¶ 1.12; 7.4.2);

- 1 • Objections: Objections can be submitted in person, through an attorney, or in writing to the
2 Settlement Administrator, with no pre-requisite to being heard (Settlement, ¶¶ 7.7.1 –
3 7.7.3);
- 4 • Exclusion Requests: The procedure for exclusion requests, mailing a request to the
5 Settlement Administrator, is the same as the procedure for submitting a written objection
6 (Settlement, ¶¶ 7.5.1 and 7.7.2);
- 7 • PAGA Allocation: From the GSA, **\$30,000** will be allocated to settle claims brought
8 pursuant to the California Private Attorneys General Act, Labor Code § 2699 *et seq.*
9 (“PAGA”), and seventy-five percent (75%), or **\$22,500**, will be paid to the California Labor
10 & Workforce Development Agency. (Settlement, ¶ 1.35; 3.2.5);
- 11 • Notice to LWDA: Notice was provided prior to the filing of this Motion. Evidence is
12 attached to the Leviant Declaration;
- 13 • Enhancement/Service Award to Plaintiff: Defendants will not oppose the application for
14 Class Representative Service Payment of up to **\$10,000.00** for Plaintiff, to be paid from the
15 GSA (Settlement, ¶ 3.2.1);
- 16 • Fees and Costs: Defendants will not oppose Class Counsel’s application for fees not to
17 exceed 33.33% (one-third) of the GSA (**\$209,666.67**), and actual costs of **\$29,913.48**,
18 which is below the not to exceed amount of \$30,000.00, to be paid out of the GSA
19 (Settlement, ¶ 3.2.2);
- 20 • Check Void Period: Settlement checks will be valid for 180 days (Settlement, ¶ 4.4.1);
- 21 • Uncashed Checks: Any settlement checks that are mailed to the Class Members and remain
22 uncashed after 180 days of the date of issuance will be cancelled, and the moneys will be
23 directed to the State Controller’s Office, Unclaimed Property Division in the name of the
24 Class Member (Settlement, ¶ 4.4.3);
- 25 • Judgment Notice: Judgment will be posted on the Settlement Administrator’s website after
26 entry (Settlement, ¶ 7.8.1);
- 27 • Confidentiality Provisions: The Settlement permits Class Counsel to discuss the Settlement
28 with Class Members (Settlement ¶ 12.2).

(Leviant Decl., ¶¶ 11-12 and Exhibit 1 thereto.)

IV. FACTUAL AND PROCEDURAL BACKGROUND

A. Plaintiff's Claims

On February 5, 2020, Valentin Lopez commenced this Action by filing a Class Action Complaint alleging causes of action against Defendants New Star F Inc. dba Northern Café and Jiang & Yan Corporation for failure to pay all wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements, waiting time penalties, and violation of the Unfair Competition Law. On July 23, 2020, Plaintiff Gaspar Zaragoza ("Plaintiff" herein) filed a Class Action Complaint alleging causes of action against defendants NEW STAR F INC. d/b/a NORTHERN CAFÉ, JIANG & YAN CORPORATION, NORTHERN CAFÉ RESTAURANT INC., WLY ENTERPRISE INC., ZYJ CORP., YZRJ CORP., THE BOWL RESTAURANT INC., and NORTHERN CAFÉ DUMPLING HOUSE & BAR LLC (collectively "Defendants") for failure to pay minimum and regular wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements, waiting time penalties, and violation of the Unfair Competition Law. On January 19, 2023, Plaintiff and Valentin Lopez filed a Fourth Amended Consolidated Class and Representative Action Complaint ("4AC") alleging causes of action against Defendants for failure to pay all wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate itemized wage statements, waiting time penalties, and violations of the Unfair Competition Law and Private Attorneys General Act of 2004 ("PAGA"). The 4AC is the operative complaint in the Action (the "Operative Complaint.") Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged. Class Counsel requested dismissal of Valentin Lopez pursuant to California Rules of Court, Rule 3.770. (Leviant Decl., ¶ 4.)

Plaintiff sent a letter to the Labor and Workforce Development Agency ("LWDA"), pursuant to California Labor Code § 2699.3, providing notice of his intent to seek civil penalties under the Private Attorneys General Act, California Labor Code § 2698, et seq. ("PAGA Letter"). (*Id.* at ¶ 5.) The LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter, and

the 65-day time period permitted for the LWDA to provide such a notification expired. (*Id.*)

B. Pre-Mediation Data Production and Analysis

The Parties conducted informal and formal discovery and investigation of the facts and law. Such investigation included, inter alia, the exchange of extensive data and discoverable information in preparation for the mediation sessions. (Leviant Decl., ¶ 6.) The Parties have analyzed payroll and other data pertaining to Plaintiff and the Class during the relevant Settlement Period, including but not limited to the numbers of former and current members of each purported subclass within the Class, average workweeks, and average rate of hourly pay. (*Id.*) In addition, Defendants also provided documents reflecting its wage and hour policies and practices during the Settlement Period and information regarding the total number of current and former employees in the Class. (*Id.*) Because of the time and expense of producing data, Defendants provided a sample of data for the class that included data for 17,857 out of 56,642 total shifts. Counsel agreed to this sampling as it was robust, and they confirmed the reliability of the sample. To make that calculation, Class Counsel had to calculate the margin of error for the size of a sample from the putative class. The margin of error calculation for the sample of the Class in this case is as follows:

$$1.96 \sqrt{\frac{0.5(1-0.5)}{17,857}} \sqrt{\frac{56,642-17,857}{56,642-1}} = \text{margin of error}^2 = 0.61\%$$

The data set was believed to include approximately 56,642 shifts worked by class members at the time the sample was approved. With a sample of 17,857 shifts, Class Counsel calculated that the margin of error, using the population adjustment factor, was no more than 0.61 percent. (*Id.*)

After reviewing documents regarding Defendants' wage and hour policies and practices and other information obtained during the exchange of discovery, Class Counsel were able to evaluate the probability of class certification, success on the merits, and the reasonably obtainable maximum monetary exposure for all claims. Class Counsel reviewed these records and prepared a damage analysis

² The term "1.96" is derived from a standard deviation table for a 95% confidence interval, known as a "z-table." It is not affected by sample or population size. The margin of error is an "overestimate" of because the variance is presumed to be at its highest value, using 0.5(1-0.5) to represent p*q in the variance equation of (p*q)/n.

prior to mediation. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. (Leviant Decl., ¶ 7.)

C. Settlement

On July 19, 2023, the Parties participated in an all-day mediation presided over by Michael Young, Esq. which led to this Agreement to settle the Action. (Leviant Decl., ¶ 8.) The Parties discussed at length the burdens and risks of continuing with the litigation as well as the merits of claims and defenses. (*Id.*) Class Counsel carefully considered the special risks associated with the limitations placed on the use of grant funds by this non-profit entity. (*Id.*) After the mediation, the Parties then signed a long form settlement agreement (the “Agreement”). (*Id.*)

Plaintiff and Class Counsel are aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants’ defenses thereto. (Leviant Decl., ¶ 9.) Plaintiff and Class Counsel have also taken into account Defendants’ agreement to enter into a Settlement that confers substantial relief upon the Class. (*Id.*)

Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable Settlement and is in the best interests of the Class. (Leviant Decl., ¶ 10.) Solely for the purpose of settling this case, the parties agree that the requirements for establishing class action certification with respect to this class have been met and are met. (*Id.*) If this Settlement is not approved by the Court for any reason, Defendants reserve the right to contest class certification. (*Id.*) This Settlement, if approved, will result in the termination of the litigation through the entry of the Judgment and the release of all Released Claims for all Class Members, including all within the class definition who have not elected to exclude themselves from the Class. (*Id.*)

V. CLASS DEFINITION

The Class is defined as follows:

All hourly and non-exempt employees currently or formerly employed by Defendants in the State of California at any time during the Class Period (the “Class Period” is February 5, 2016 to July 19, 2023). (Settlement, ¶ 1.5, 1.13.) “Participating Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶ 1.37.)

(Leviant Decl., Exh. 1.)

VI. DISCUSSION

A. Consistent with the Court's Findings at the Time of Preliminary Approval, the Court Should Certify the Class for Settlement Purposes

Under Code of Civil Procedure § 382, class certification is warranted so long as there is a numerous and ascertainable class with a well-defined community of interest and that a “class action proceeding is superior to other means for a fair and efficient adjudication of the litigation.” *See, e.g., Sav-on Drug Stores, Inc. v. Superior Court*, 34 Cal.4th 319, 326, 332 (2004). For purposes of this Settlement only, Defendants stipulate to conditional certification. (Settlement ¶ 12.1.)

“The certification question is ‘essentially a procedural one that does not ask whether an action is legally or factually meritorious.’” *Id.*, at 326, quoting *Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 439-440 (2000). The certification question asks whether the theory of recovery advanced by the plaintiff is likely to prove amenable to class treatment. *See, e.g., Jaimez v. Daiohs USA, Inc.*, 181 Cal. App. 4th 1286, 1298 (2010). As the court noted in *Dunk*, although certification requirements are intended “to protect the interests of the non-representative class members,” that concern is “protected by the trial court’s fairness review of the settlement.” *Dunk v. Ford Motor Co.* 48 Cal. App. 4th 1794, 1807 n. 19 (1996). In view of these standards, *as discussed more thoroughly as part of the preliminary approval motion*, the Settlement Class should be certified for settlement. Code Civ. Proc. § 382; Rules of Court, Rule 3.769(c).

B. The Court Should Approve the Settlement Because It Is a Fair, Adequate, and Reasonable Compromise of Disputed Wage Claims

California courts favor settlement. *See, e.g., Stambaugh v. Superior Court*, 62 Cal. App. 3d 231, 236 (1976). Unlike most settlements, class action settlements involve a court approval process that exists to prevent fraud, collusion, and unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court*, 103 Cal.App.3d 573, 578-579 (1980). This approval process consists of preliminary settlement approval, notice being given to class members, and a final fairness and approval hearing being held at which class members may be heard with respect to the settlement. *Id.* For the reasons discussed below, this Court should finally approve the Settlement and enter Judgment.

1. **Class Action Settlements Are Subject to Review and Approval.**

Any settlement of class litigation must be reviewed and approved by the presiding court. Rules

of Court, Rule 3.769(a). Approval occurs in two steps: (1) an early (preliminary) review and (2) a subsequent (final) review after notice has been distributed to the class members. The Preliminary Approval Hearing and Final Approval Hearing coincide with these two steps. The present motion seeks *final approval* and the entry of a Judgment.

To evaluate a settlement, a court must receive “*basic*” information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008). But the record need *not* contain an explicit statement of the maximum theoretical recovery. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 409 (2010).

**2. The Parties Reached the Settlement Through Arms’ Length Negotiations
Between Experienced Counsel with the Assistance of a Highly Qualified
Mediator After Sufficient Data Was Exchanged to Evaluate Settlement.**

A settlement is presumptively fair where it is reached through arms’ length bargaining, based on sufficient discovery and investigation to allow counsel and the court to act intelligently, counsel is experienced in similar litigation, and the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at 1802; *In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006); *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000). In exercising these powers, the overriding concern is to ensure that a proposed settlement is “fair, adequate, and reasonable.” *Dunk*, at 1801, quoting *Officers for Justice v. Civil Serv. Comm’n of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982).

Relevant factors in making this determination, include, but are not limited to:

[T]he complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

Id. These factors require balancing, are non-exhaustive, and, trial courts should tailor the factors to each case and give due regard to “what is otherwise a private consensual agreement between the parties.” *Id.*

Here, the Settlement resulted from thorough, arms’ length negotiations between experienced counsel with the assistance of highly regarded mediator, Michael Young, Esq. (Leviant Decl., ¶¶ 8.)

With respect to the claims at issue in this case, Plaintiff obtained data from Defendants and then carefully

1 reviewed that information. Counsel for Plaintiff also examined relevant policies and interviewed
2 witnesses in detail about their work experiences and Defendants' practices.

3 Based on that review, Plaintiff estimated potential exposure and risk factors to adjust the
4 reasonable expected outcome. The investigation that Plaintiff's counsel conducted was sufficient to
5 provide them with enough information to intelligently evaluate the estimated exposure for purposes of
6 negotiating the Settlement in view of the risks discussed below and was sufficient to allow this Court to
7 do the same. *See, e.g., Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 245 (2001). Finally, the
8 number of objections is zero, as of the time of filing this motion. Thus, the Settlement is presumed fair.

9 **3. The Settlement Represents a Fair, Adequate, and Reasonable Compromise**
10 **of Class Members' Claims Based on Defendants' Estimated Liability**
11 **Exposure Given the Risks Continued Litigation Would Entail.**

12 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
13 trial and does not have to provide 100% of damages sought to be fair and reasonable. "In the context of a
14 settlement agreement, the test is not the maximum amount plaintiffs might have obtained at trial on the
15 complaint, but rather whether the settlement is reasonable under all of the circumstances." *Wershba*, 91
16 Cal. App. 4th at 250. Accordingly, because settlements involve compromise, even one that provides for
17 substantially narrower relief than would likely be obtained if the suit were successfully litigated can be
18 reasonable given that "the public interest may indeed be served by a voluntary settlement in which each
19 side gives ground in the interest of avoiding litigation." *Id.*

20 With respect to the claims asserted on behalf of the Class in this case, there are serious risks that
21 support this compromise amount. These risks include, but are not limited to: (i) the risk that Plaintiff
22 would be unable to establish liability for unpaid wages, *see Duran v. US Bank Nat'l Ass'n*, 59 Cal. 4th 1,
23 39 & n. 33 (2014) ("*Duran*"); (ii) the risk that Defendants' meal and rest period policies might not
24 ultimately support class certification or a class-wide liability finding; (iii) the risk that uncertainties about
25 the ultimate legality of Defendants' policies and practices could preclude class-wide awards of statutory
26 penalties; (iv) the risk that individual differences between Class Members could be construed as
27 pertaining to liability and not solely to damages; (v) the risk that any civil penalties award under PAGA
28 could be reduced by the Court in its discretion; (vi) the risk that lengthy trial or appellate litigation could

1 ensue; and, (vi) the risk that violation rate estimates could prove lower than expected. (Leviant Decl., ¶
2 16.) These risks are non-exhaustive.

3 In light of the uncertainties of protracted litigation, the settlement amount reflects a fair and
4 reasonable recovery for the Class Members. (Leviant Decl. ¶¶ 13-20.) The settlement amount is, of
5 course, a compromise figure. (Leviant Decl. ¶ 17.) By necessity it took into account risks related to
6 liability, damages, and the defenses asserted by Defendants. (*Id.*) Moreover, each Class Member will be
7 given the opportunity to opt-out of the Settlement, allowing those who feel they have claims that are
8 greater than the benefits they can receive under this Settlement to pursue their own claims. (*Id.*) For the
9 455 members of the Class, the average **gross** benefit is **\$1,382.41** per class member, and the estimated
10 average **net** recovery for each Class Member is approximately **\$740.29** (*Id.*) Given that Defendants
11 could challenge certification and liability, this is a significant sum to have achieved in settlement.
12 Moreover, a Class Member who worked a greater number of workweeks will receive a larger Settlement
13 share than a Class Member who worked for a shorter time during the class period. (*Id.*)

14 The maximum calculated plausible exposure is **\$3,406,574.83**, including PAGA penalties.
15 (Leviant Decl., ¶ 18.) However, after analyzing the claims in this matter, Plaintiff has concluded that the
16 Gross Settlement Amount of **\$629,000.00** is about 62% of the **\$1,013,869.64** estimate of *risk-adjusted*
17 recovery (excluding interest) at this stage in the litigation. (*Id.*) This assessment is based on a carefully
18 constructed model of the current fair value of the case, using estimated risks, average wage rates,
19 numbers of employees, and the amount of time covered by the class period. (*Id.*)

- 20 • A reasonably estimated exposure for unpaid wages due to regular rate issues was calculated,
21 with the assistance of an expert, to be approximately \$1,000.00. The value contributed by this
22 claim is negligible in the context of the overall settlement. One issue underlying the claims in
23 this matter is the fact that many of Defendants' restaurants are operated by different
24 ownership groups, creating the risk that differing procedures and managerial decisions could
25 impact violation rates significantly by location.
- 26 • A reasonably estimated exposure for unpaid wages due to off-the-clock work was calculated,
27 with the assistance of an expert, to be approximately \$62,405.50. However, with the risk
28 factor discounts for certification and liability proof, the value of that claim is estimated by
Plaintiff's counsel to be approximately \$9,984.88, assuming certification probability of 40%
and merits success at 40%.
- A reasonably estimated exposure for unpaid wages due to rounding was calculated, with the
assistance of an expert, to be approximately \$17,587.00. However, with the risk factor
discounts for certification and liability proof, the value of that claim is estimated by
Plaintiff's counsel to be approximately \$9,892.69, assuming certification probability of 75%

and merits success at 75%. This is, in the view of Class Counsel, one of the strongest claims in this matter, given the legal landscape surrounding rounding claims following the *Camp v. Home Depot* decision.

- A reasonably estimated exposure for rest break violations over the class period was calculated at \$181,104.00, but with chances of certification and proof of liability (20% and 20% respectively) for a risk-adjusted exposure of \$7,244.16. Plaintiff assumes that 100% of the Class missed one rest break per work week due to the demands of work assignments, an aggressive assumption.
- A reasonably calculated exposure for meal break violations over the class period was calculated at \$107,684.33, with chances of certification and liability risks (30% and 40% respectively) resulting in a risk-adjusted exposure of \$12,922.12. The violations were based on time records. The initial assumption for settlement valuation was that all facial violations generate liability, but it is likely that many individuals may have taken noncompliant meal periods by choice, and not as a job requirement, so even the use of facial violations does not account for employee choice. In addition, meal period waivers likely eliminate many of the facial violations.
- Risk-adjusted penalty recoveries for wage statement and Labor Code § 203 penalties were estimated to be approximately \$125,645.63 and \$464,993.29, respectively, on maximum exposures of \$239,325.00 and \$885,701.50, respectively (with certification and merits success chances of 75% and 70% respectively, based on unpaid wage claims).
- Performing risk-adjusted valuations for all claims yields a total value in the range of \$633,849.64, excluding PAGA.³
- PAGA penalties were calculated as having a maximum realistic exposure of \$1,900,100.00, but a risk adjusted value of \$380,020.00, after factoring in risks of reduction in penalties pursuant to Court discretion and the high risk of the inability to prove violations for all aggrieved employees.

The concurrently-filed Declaration of H. Scott Leviant sets forth claim valuation, including PAGA claim valuation. (*See*, Leviant Decl., ¶ 18.)

This result here is fully supportable as reasonable. Many risks are eliminated through settlement. And, with respect to those risks, certification rates in California are *lower* than conventional wisdom holds. The Judicial Council’s Class Certification in California: SECOND INTERIM REPORT FROM THE STUDY OF CALIFORNIA CLASS ACTION LITIGATION - FEBRUARY 2010 (“Second Interim Report”), at page 5, states that “less than a quarter of disposed cases in the study sample were certified, either through a litigated motion for certification or as part of a classwide settlement

³ It is difficult to assign specific percentages to future events, but it does provide a specific method for attempting to reduce the concept of “very high risk” or “high risk” to a quantifiable amount. Certification of a claim is typically a binary event. One does not obtain a 20% certification; a claim is either certified or it is not. But the current expected value is best quantified by applying a risk reduction, based on the total experience of counsel. (Leviant Decl., ¶ 18, at n. 1.)

1 agreement.” *See*, Second Interim Report, at 5 (emphasis added).⁴ That “*or*” is significant. The
2 certification rates identified in the study of less than 25% includes *both* contested certifications and
3 settlement certifications, which are the majority of certifications. In other words, one must assume in any
4 wage and hour class action prior to certification that a contested certification motion will have a success
5 rate of well under 25%, and probably closer to 10% as a starting point for risk evaluation. The facts of
6 each case have significant bearing on these percentages. But it cannot be disputed that certification is an
7 exceptionally difficult procedural hurdle to successfully overcome. Thus, it is not unreasonable to start
8 from the proposition that a pre-certification settlement that is 10% to 15% of the maximum plausible
9 exposure is a valid starting point for valuation. If roughly 10% of class actions are certified on a
10 contested basis, then, on average, 90% of the time a class will not be certified and the result for the class
11 is *zero* dollars. Here, the estimated certification probabilities are *above* the average rate at which cases
12 were certified in California over the study years, based upon data available through the California Courts
13 websites. (Leviant Decl., ¶ 19.) In sum, well *under* 20% of all cases filed as proposed class actions are
14 ultimately certified by way of a *contested* motion. (*Id.*) The recovery falls within the expected outcome
15 under the likelihood of success metric and compares favorably to other cases in which courts have
16 granted approval of class wage and hour settlements representing a smaller fraction of the maximum
17 theoretical damages.⁵ (*Id.*) It would also be appropriate to evaluate the result by examining only the
18 premium wages at issue (approximately \$368,780.83, with no risk reduction), excluding penalties and
19 interest; the settlement exceeds the premium wages (unpaid wages, meal period premiums, and rest
20 break premiums) at maximum realistic exposure values.⁶ Because the total Settlement amount and the
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22 ⁴ The report is available at <https://www.courts.ca.gov/documents/classaction-certification.pdf> (last
23 viewed March 12, 2024).

24 ⁵ *See*, e.g., *Ferrell v. Buckingham Property Mgmt.* (E.D. Cal. Jan. 21, 2020) Case No. 1:19-cv-
25 00332-LJO-SAB, 2020 WL 291042, *17-20 (granting preliminary approval of settlement that
26 represented 5.2% of the original valuation of the claims); *Thomas v. Cognizant Tech. Sols. U.S. Corp.*
27 (C.D. Cal. June 24, 2013) No. SACV111123JSTANX, 2013 WL 12371622, at *6 (granting final
28 approval of settlement that encompassed between 4.4% and 5% of the maximum estimated liability).

⁶ The exclusion of interest and penalties from the fairness evaluation is proper because, first, PAGA
penalties are discretionary (*see* Lab. Code § 2699(e)(2) (the court in its discretion “may award a lesser
amount than the maximum civil penalty amount specified by this part...”), and, second, courts evaluate
the strength of a proposed settlement without taking potential penalties or interest into consideration. *See*
Rodriguez v. West Publishing Corp., 563 F.3d 948, 955 (9th Cir. 2000); *see also Miller v. CEVA*

1 proportion of the Settlement allocated to PAGA penalties fall within the range of what is reasonable, the
2 Settlement should be approved.

3 **4. The Proposed Method for Allocating Settlement Funds Is Fair.**

4 The proposed method of allocating the Settlement Fund to Class Members also is fair and
5 reasonable. As noted, the parties agreed to allocate the Settlement Fund between all Class Members
6 based on time worked by the Class Member during the Class Period, in relation to the total amount of
7 time worked by all participating Class Members collectively during the class period. This proposed
8 method is fair and reasonable because each Class Member's actual potential damages vary based on the
9 number of workweeks he or she worked (e.g., Lab. Code § 226.7 provides for an extra hour of pay at the
10 employee's regular rate of pay for each violation, resulting in a higher potential damage when a higher
11 number of incidents occur). A Class Member who worked a greater number of weeks for Defendants
12 will receive a larger payment under the Settlement than a Class Member who worked for a shorter
13 amount of time during the relevant period. (Leviant Decl., ¶¶ 13, 17.)

14 **5. The Proposed Enhancement Award to Plaintiff Warrants Approval.**

15 The proposed enhancement of \$10,000 to Plaintiff is intended to recognize substantial initiative
16 and significant efforts on behalf of the Class. Courts routinely approve incentive awards to compensate
17 named plaintiffs for the services they provide and the risks they incur during class action litigation, often
18 in much higher amounts than that sought here. Factors considered when awarding an incentive include
19 the actions the plaintiff has taken to protect the class, the degree to which the class has benefitted, the
20 amount of time and effort the plaintiff expended in the litigation, the risk to the class representative in
21 commencing suit (financial and otherwise), the notoriety and personal difficulties encountered, the
22 duration of the litigation, and the personal benefit (or lack thereof) enjoyed by the plaintiff as a result of
23 the litigation. *Clark v. Am. Residential Servs. LLC*, 175 Cal. App. 4th 785, 804 (2009). Here, Plaintiff
24 contributed time to the prosecution of this matter, including assistance prior to the mediation with
25 information and substantial time conferring with counsel over the course of this litigation and before it

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Logistics U.S.A., Inc., 2015 WL 729638, at *7 (E.D. Cal. Feb. 19, 2015) (court utilized calculation of a
28 Defendants' exposure exclusive of interest and penalties to determine whether the settlement fell within
the range of possible approval).

1 was filed. (Zaragoza Decl., ¶¶ 5-21; Leviant Decl., ¶ 33.) The enhancement also recognizes risks
2 Plaintiff took to be personally liable for costs regardless of the success of the litigation, as well as the
3 personal risk of facing intrusive discovery and potential disclosure to future employers that Plaintiff sued
4 an employer, making future employment less certain. Plaintiff's Declaration supports the requested
5 enhancement.

6 **6. The Proposed Award of Attorneys' Fees and Costs Is Also Fair, Adequate,**
7 **and Reasonable and Merits Approval.**

8 *a) Plaintiff's Counsel Should be Awarded Fees Based on a Percentage of*
9 *the Fund Recovered, Consistent with the Common Fund Method*

10 The request for attorneys' fees as a percentage of the settlement fund is supported by the
11 "common fund theory," where "one who expends attorneys' fees in winning a suit which creates a fund
12 from which others derive benefits, may require those passive beneficiaries to bear a fair share of the
13 litigation costs." *Serrano v. Priest*, 20 Cal. 3d 25, 35 (1977). The common fund doctrine has been
14 applied "consistently in California when an action brought by one party creates a fund in which other
15 persons are entitled to share." *City and County of San Francisco v. Sweet*, 12 Cal. 4th 105, 110 (1995).
16 The lodestar may be cross-checked against the percentage-of-recovery. *See In re Consumer Privacy*
17 *Cases*, 175 Cal. App. 4th 545, 556-58 (2009).

18 The California Supreme Court removed any lingering doubt about the use of the percentage of
19 the fund method to award attorney's fees in California Courts. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal.
20 5th 480, 503 (2016).⁷ Thus, this Court may and, as strongly encouraged by the California Supreme
21 Court, *should* award attorney's fees to Plaintiff's counsel based upon the percentage methodology.

22 "Empirical studies show that, regardless whether the percentage method or the lodestar method is
23 used, fee awards in class actions average around one-third of the recovery." *Chavez v. Netflix, Inc.*, 162
24 Cal. App. 4th 43, 47 n. 11 (2008). This is also consistent with Plaintiff's counsels' experience in these

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27 ⁷ The Supreme Court also corrected the misconception that *Dunk* should be viewed as expressing
28 doubt about the use of the percentage method: "The *Dunk* court, while finding the percentage method
inapplicable to the settlement before it due to the lack of a readily valued common fund, did not purport
to bar its usage generally in common fund cases." *Laffitte*, 1 Cal. 5th at 501.

types of cases. Here, Plaintiff's attorneys request attorneys' fees of \$209,666.67 (33 1/3% of the GSA), and costs of \$29,913.48, which includes payment for mediation, filing fees, and other expenses, including the upcoming costs. (Leviant Decl., ¶ 32; Declaration of Justin E. D. Daily ["Daily Decl."], ¶ 25; Declaration of Daniel J. Hyun ["Hyun Decl."], ¶ 20.) Given the efforts and risks, and the results, these amounts warrant *final approval*.

b) A Lodestar Cross Check Confirms that Class Counsel's Requested Attorneys' Fees Are Reasonable

Plaintiff's fee application is also reasonable based on Class Counsel's lodestar. Under the lodestar method, the court considers a compilation of the time spent and a reasonable hourly compensation of each attorney to evaluate the reasonableness of the fee. *Ramos v. Countrywide Home Loans, Inc.*, 82 Cal. App. 4th 615, 622 (2000). The moving party meets its burden by submitting "declarations evidencing the reasonable hourly rate for their services and establishing the number of hours spent working on the case" as "California case law permits fee awards in the absence of detailed time sheets." *Wershba*, 91 Cal. App. 4th at 254-55; *Dunk*, 48 Cal. App. 4th at 1810; *Nightengale v. Hyundai Motors America*, 31 Cal. App. 4th 99, 103 (1994). The hours spent and the reasonable hourly compensation are used to arrive at a "lodestar" figure which may then be augmented or diminished taking into account various "multiplier" factors. *See Ramos*, 82 Cal. App. 4th at 622 (*citing Serrano*, 20 Cal. 3d at 48-49).

Here, Class Counsel's *total* lodestar is \$467,277.50, billed at the attorneys' hourly rates (including about 10 hours of past and future time not billed by Mr. Leviant). (Leviant Decl., ¶ 32; Daily Decl., ¶ 22; Hyun Decl., ¶ 20.) The billed lodestar to date is \$467,277.50, as reflected in Paragraph 32 of the Leviant Declaration, **Exhibit 1** to the Daily Declaration, and **Exhibit 1** to the Hyun Declaration. (Leviant Decl., ¶ 32; Daily Decl., ¶ 22, Exhibit 1; Hyun Decl., ¶ 20, Exhibit 1.) The request for \$209,666.67 in attorneys' fees, which is **0.45** times the estimated total lodestar, is reasonable under the lodestar method.

(1) Class Counsel's Hours Are Reasonable

In determining whether the number of hours was reasonable, the court must determine that "the time spent was reasonably necessary and that [] counsel made 'a good faith effort to exclude from the fee

request hours that are excessive, redundant, or otherwise unnecessary.” *Jordan v. Multnomah County*, 815 F.2d 1258, 1263 n.8 (9th Cir. 1987). The court should defer to the lawyer’s judgment as to how much time he was required to spend on the case. *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir. 2008) (“[l]awyers are not likely to spend unnecessary time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain, as to both the result and the amount of the fee.”). Here, Counsel expended a prudent amount of time to achieve the excellent result. (Leviant Decl., ¶ 32; Daily Decl., ¶ 23; Hyun Decl., ¶ 20.)

(2) Class Counsel’s Hourly Rates Are Reasonable

The reasonable hourly rate is that prevailing in the community for similar work. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095 (2000). “[I]n assessing a reasonable hourly rate, the trial court is allowed to consider the attorneys’ skill as reflected in the quality of work, as well as the attorneys’ reputation and status.” *MBNA American Bank, N.A. v. Gorman*, 147 Cal. App. 4th 1, 3 (2006). The trial court may also “find hourly rates reasonable based on evidence of other courts approving similar rates.” *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010).

Class Counsel are experienced litigators who specialize in employment law, with a substantial wage and hour class action practice. (Leviant Decl., ¶¶ 21-27; Daily Decl., ¶¶ 6-17; Hyun Decl., ¶¶ 3-18.) A number of courts, including this Court, have approved Class Counsel’s hourly rates. (Leviant Decl., ¶ 21; Hyun Decl., ¶ 20.) Given the skill and experience of Class Counsel, and the excellent result achieved, Class Counsel’s hourly rates are reasonable.

c) Class Counsel’s Costs Are Reasonable

The Settlement Agreement provides for reimbursement of costs not to exceed \$30,000.00. Moon Law Group, PC seeks costs in the amount of \$12,557.63, Daily Aljian LLP seeks costs in the amount of \$15,370.85, and the Law Office of Daniel J. Hyun seeks costs in the amount of \$1,985.00. (Leviant Decl., ¶ 32, Exh. 2; Daily Decl., ¶ 25, Exh. 2; Hyun Decl., ¶ 20, Exh. 2.) These costs were reasonably incurred in prosecuting the Action on behalf of the Class Members and should be approved by the Court. Accordingly, Class Counsel respectfully requests the Court approve total costs in the amount of **\$29,913.48**. (*Ibid.*)

1 **7. The Proposed Payment to the Administrator Is Fair and Reasonable**

2 Phoenix Settlement Administrators, which has been selected due to its competitive bid, agreed
3 that administration can be performed for a flat rate of up to **\$12,500.00**. In counsel’s experience, based
4 on similar wage-and-hour actions, an estimated cost of **\$12,500.00** is a fair and reasonable amount for
5 administration fees and should be approved. (Leviat Decl., ¶ 34.) Phoenix has also confirmed its
6 capabilities and security protocols in the accompanying declaration.

7 **8. The PAGA Allocation is Reasonable**

8 The ultimate decision as to the amount of penalties is always up to the discretion of the Court.
9 Labor Code § 2699(e)(2) states: “In any action by an aggrieved employee seeking recovery of a civil
10 penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil
11 penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do
12 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

13 Prior to the issuance of *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the only sources
14 of persuasive guidance as to how to assess the reasonableness of a PAGA allocation were found in
15 federal court decisions. In their view, a PAGA allocation, even if a small portion of the total settlement,
16 could be reasonable if the settlement of the wage and hour claims is robust and *serves the deterrent*
17 *purpose of PAGA*. *O’Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1135 (N.D. Cal. 2016)
18 (“By providing fair compensation to the class members as employees and substantial monetary relief, a
19 settlement not only vindicates the rights of class members as employees, but may have a deterrent effect
20 upon the defendant employer and other employers, an objective of PAGA.”). *Moniz* provided explicit
21 confirmation that this was an appropriate yardstick by which to measure reasonableness of a PAGA
22 settlement. *Moniz*, 72 Cal. App. 5th at 77. *Moniz*, in agreeing with federal courts that have considered
23 how to evaluate a PAGA settlement, concluded that the class action factors are appropriately considered,
24 along with a consideration of whether the settlement furthers “PAGA’s purposes to remediate present
25 labor law violations, deter future ones, and to maximize enforcement of state labor laws.”

26 As to the first set of elements (the class-type analysis), it is embodied in Plaintiff’s discussion of
27 the adequacy of the settlement generally. Here, the expense, complexity and likely duration of future
28 litigation was to some extent an unknown. However, what is certain is that to adequately establish the

violations that would support a substantial penalty, tremendous time and expense would be invested.

The second element (the PAGA purposes element) is also satisfied here. As held by *Moniz*, PAGA's purposes include (1) remediation of present labor law violations, (2) deterrence of future violations, and (3) maximization of enforcement of state labor laws. Here the allocation of a major portion of settlement funds to class members still advances the goal of labor law violation remediation. The allocation of a major portion of settlement funds to class members also deters future violations. This is a \$629,000.00 settlement, not a trivial sum. Deterrence is fulfilled. Finally, allocation of a major portion of settlement funds to class members still advances the goal of enforcement of state labor law. This settlement is, by definition, a response to alleged violations of labor laws, balanced against risks.

In addition, there is no evidence that a court or a commissioner had informed Defendants that their conduct violated the Labor Code. *Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157, 1209 (2008); *Willis v. Xerox Bus. Servs., LLC*, 2013 WL 6053831, *7-8 (E.D. Cal. 2013). And in *Cotter*, the court found a significant reduction of the PAGA claim would be appropriate because "[t]his does not appear to be a case where a company has deliberately sought to evade the law." *Cotter*, 176 F. Supp. 3d at 941.

Finally, the PAGA allocation is fair. The LWDA is receiving \$22,500. The Class is receiving, net, an estimated \$336,833.33 for the releases of eight other claims (excluding the \$30,000 as the aggrieved employees' share of the PAGA Allocation). While the proportion is tipped in favor of the employees, the allocation is not unfair because it satisfies California's wage and hour policies.

VII. CONCLUSION

For all the foregoing reasons, because the Class meets the requirements for certification, because the Settlement bears all requisite indicia of fairness, and because the notice procedure complied with Rule 3.766 and due process, this Court should grant this Motion for Final Approval.

Respectfully submitted,

Dated: May 2, 2024

**MOON LAW GROUP, PC, DAILY ALJIAN LLP, &
LAW OFFICE OF DANIEL J. HYUN**

By: 
H. Scott Leviant

Attorneys for Plaintiff

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Atkinson, Andelson, Loya, Rudd & Romo
Scott Dauscher, Esq. (sdauscher@aallrr.com)
Lauren Gafa, Esq. (lauren.gafa@aallrr.com)
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Attorneys for Defendants

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **June 24, 2024** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature