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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

SCOTT CAHN, individually and on behalf
of himself and all others similarly situated,

Plaintiff,

v.

J.J.R. ENTERPRISES, INC., doing
business as CALTRONICS BUSINESS
SYSTEMS, a California Corporation; and
DOES 1-50, inclusive,

Defendants.

Case No. 34-2020-00284704

Assigned for All Purposes to:
Hon. Lauri A. Damrell
Dept. 28

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF STIPULATION OF
SETTLEMENT**

Date: January 26, 2024
Time: 9:00 a.m.
Dept.: 28

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1 **I. INTRODUCTION**

2 This motion seeks final approval of a common fund, non-reversionary wage and hour
3 class action and PAGA settlement of \$425,000.00 by and between Plaintiff Scott Cahn
4 (“Plaintiff”), on behalf of himself and the conditionally certified, for settlement purposes only,
5 Class, and Defendant J.J.R. Enterprises, Inc., doing business as Caltronics Business Systems
6 (“Defendant”).

7 The Stipulation of Settlement (“Settlement”) was preliminarily approved on August 18,
8 2023. (See Exhibit 3 to Declaration of James R. Hawkins (“Hawkins Final Decl.”), Order). The
9 Parties and the Settlement Administrator carried out the notice and other procedures ordered by
10 this Court. The settlement notice was mailed on October 20, 2023. The Class Members had until
11 December 19, 2023 to submit a request for exclusion, object to the Settlement or dispute their
12 Settlement Award. The results of the notice procedures indicate that there has been no opposition
13 to the Settlement and that the Class Members overwhelmingly approve the Settlement. To date,
14 Phoenix Settlement Administrators (Phoenix) has received no objections and only one request for
15 exclusion from the Settlement. (See, Declaration of Jarrod Salinas on behalf of Phoenix (“Salinas
16 Decl.”), generally.). Accordingly, Plaintiff now seeks final approval of the Settlement.

17 The proposed Settlement is both fair and reasonable, particularly in light of Defendant’s
18 asserted legal and factual defenses both on certification and the merits. Both Class Counsel and
19 Defendant’s Counsel are experienced in wage and hour class action litigation, and both Parties’
20 counsel agree the Settlement reached by the Parties is fair, reasonable, and adequate. The
21 meaningful monetary recovery provided for the Class Members in the Settlement Agreement
22 supports a finding that the settlement is adequate and reasonable particularly in light of the
23 material and substantial risks maintaining class action status through trial, the complexity of the
24 case, the time spent by the Parties in investigation, discovery, mediation, preliminary approval,
25 notice procedures, and final approval.

26 Thus, the Settlement meets the criteria for final approval and Plaintiff respectfully request
27 this Court grant final approval of the Settlement and enter the proposed Order and Judgment filed
28 concurrently herewith.

II. SUMMARY OF SETTLEMENT TERMS

The following is a summary of the key financial terms of the settlement and number of participating class members:

Gross Settlement Amount	\$425,000.00
Class Counsel Fees	\$141,666.67
Class Counsel Costs and Expenses	\$12,089.63 ¹
Class Representative Enhancement Payment	\$10,000.00
Settlement Administrator Costs	\$9,750.00
LWDA Payment	\$11,250.00 ²
Net Settlement Amount	\$240,243.70

Total Class Members	340
Opt Outs	1
Objections	0
Participating Class Members	339

III. THE SETTLEMENT ADMINISTRATOR MAILED THE NOTICE AND THE CLASS WAS GIVEN THE BEST POSSIBLE NOTICE OF THE SETTLEMENT

In approving a class action settlement, due process requires “notice plus an opportunity to be heard and participate in the litigation, whether in person or through counsel. The notice must be the best practicable, ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.’”

Phillips Petroleum Co. v. Shutts (1985) 472 U.S. 797, 812. Notably, while an absent class member must be provided notice, it is elementary that any failure to *receive* notice, in and of itself, is insufficient to show a due process violation. *Dagher v. Ford Motor Co.*, No. D072436, 2018 WL 4057400, at *6 (Cal. Ct. App. Aug. 27, 2018) [citing *Juris v. Inamed Corp.* (11th Cir.

¹ Class Counsel’s costs of \$12,089.63 includes actual costs to date and also \$450.00 in costs reasonably anticipated in association with this Final Approval motion.

² Pursuant to the Settlement Agreement, \$15,000.00 of the GSA will be allocated as the PAGA Payment, 75% (\$11,250.00) shall be allocated to the LWDA and 25% (\$3,750.00) shall be allocated to Aggrieved Employees regardless of whether they opt out of the Class Settlement; Aggrieved Employees cannot opt out of the PAGA Settlement.

1 2012) 685 F.3d 1294, 1321 (“Courts have consistently recognized that ... due process does not
2 require that class members actually receive notice”)].

3 This Court appointed Phoenix as the Settlement Administrator to provide notification
4 services and settlement administration pursuant to the terms of the Settlement. (Salinas Decl. ¶ 2).
5 On October 10, 2023 Phoenix received the class data from Defendant’s counsel including names,
6 last known mailing addresses, Social Security numbers, workweeks, and pay periods for each
7 Class Member (Id. ¶ 3).

8 On October 12, 2023, Phoenix conducted a National Change of Address (“NCOA”) search
9 in an attempt to update the class list of addresses as accurately as possible. A search of this database
10 provides updated addresses for any individual who has moved in the previous four (4) years and
11 notified the U.S. Postal Service of their change of address. (Id. ¶ 4).

12 On October 20, 2023 Phoenix mailed the Notice to 361 Class and PAGA Members.³ (Id. ¶
13 5). The Notices advised Class Members of their right to request exclusion from the Settlement,
14 object to the Settlement, dispute their pay periods, or do nothing, and the implications of each
15 such action. The Notice advised Class Members of applicable deadlines and other events,
16 including the Final Approval Hearing, and how Class Members could obtain additional
17 information, including an email address, website, and toll-free telephone number. (Id. ¶ 5, Ex. A).
18 The Notice also disclosed the claims that would be released upon final approval and funding, as
19 well as each Settlement Class Member’s total pay periods worked during the Class Period and
20 estimated individual settlement payment based thereon. (Id., Ex. A).

21 After the initial mailing, a total of 21 Notices were returned to Phoenix by the U.S. Postal
22 Service; none of these returned notices provided forwarding a forwarding address. Phoenix
23 promptly re-mailed 18 of these notices after performing a computerized skip-trace. Ultimately
24 only 3 notices remained undelivered following a skip-trace. (Id. ¶ 6). Phoenix successfully
25 reached and delivered Notice to 358 of the 361 Class and PAGA Members, which represents
26 approximately 99.2% of the Settlement Class. (Id. ¶ 7).

27 _____
28 ³ Notice was sent to 230 individuals who are both Class and PAGA Members, 110 individuals who are solely Class
Members, and 21 individuals who are solely PAGA Members, bringing the total notices mailed to 361.

1 The deadline to object or request exclusion from the Settlement was December 22, 2023.
2 (Id. ¶ 8; Settlement § 11.C). Only one Settlement Class Member has requested exclusion, and
3 none have objected to the Settlement. (Id., ¶¶ 8-9).

4 Further, the terms of the Class Notice, which were approved by the Court, fully complied
5 with the requirements of California Rules of Court, Rule 3.769(f). It provided Class Members
6 with all relevant information needed to make an informed decision whether to participate in, to
7 opt-out of, or to object to the Settlement. (See, Salinas Decl., Ex. A.) It provided an explanation
8 of the litigation and proposed Settlement terms, and procedures on how to opt out, object to,
9 and/or appear at the final fairness hearing. The documentation provided an explanation of the
10 case, the exclusion date and procedure for exclusion, the proposed attorneys' fees, litigation costs,
11 administration costs, PAGA penalty allocation to the LWDA, the proposed service awards, and
12 the individual Class Members' estimated recoveries, which were all included in the class notice
13 packets. It also stated that those who do not opt out will be bound by the Settlement and Class
14 release. Moreover, the Court approved the Notice Packet as to form and content in its Preliminary
15 Approval Order. Therefore, the Court may proceed to determine the fairness and adequacy of the
16 Parties' class action settlement and order its approval, secure in the knowledge that all Class
17 Members have been given the opportunity to participate fully in the notice process, and have been
18 fully apprised of their rights and options, including their rights to object or request exclusion from
19 the Settlement.

20 Phoenix followed the notice procedures delineated in the Preliminary Approval Order and
21 Settlement. Thus, notice to the Class of the proposed Settlement was reasonably calculated, under
22 all the circumstances, to apprise the Class Members of the pendency of the action and afforded
23 them an opportunity to opt out of, object to, or dispute the settlement.

24 **IV. FINAL APPROVAL OF THE SETTLEMENT SHOULD BE GRANTED.**

25 **A. Legal Standard for Final Approval of Class Action Settlements.**

26 “[V]oluntary conciliation and settlement are the preferred means of dispute resolution.
27 This is especially true in complex class action litigation” *7-Eleven Owners for Fair*
28 *Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1140, 1151 (quoting *Officers for Justice*

1 *v. Civil Serv. Comm. of the City and Cnty. & S.F.* (9th Cir. 1982) 688 F.2d 615, 625). A class
2 action may not be dismissed, compromised, or settled without the Court’s approval. Cal. Rules of
3 Court (“CRC”) 3.769 and 3.770. The decision to approve or reject a proposed settlement is
4 committed to the trial court’s sound discretion. *Wershba v. Apple Comp., Inc.* (2001) 91 Cal. App.
5 4th 224, 234-35. Accordingly, when evaluating a class action settlement for final approval, the
6 Court should give “[due] regard to what is otherwise a private consensual agreement between the
7 parties.” *Id.* at 245. The Court’s inquiry thus is limited to whether the proposed settlement is “fair,
8 adequate, and reasonable.” *Id.* at 244-45; *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794,
9 1801. A settlement is “fair, adequate and reasonable” warranting final approval when “the
10 interests of the class are better served by the settlement than by further litigation.” *Manual for*
11 *Complex Litigation* (4th ed. 2008) § 21.61.

12 CRC 3.769 explains the procedure for final approval of a class action settlement, which
13 involves three distinct steps: (1) Preliminary approval of the proposed settlement at an informal
14 hearing; (2) Dissemination of mailed and/or published notice of the settlement to all affected
15 Class Members; and (3) A “formal fairness hearing,” or final settlement approval hearing, at
16 which Class Members may be heard regarding the settlement, and at which matters concerning
17 the fairness, adequacy, and reasonableness of the settlement may be presented.

18 In this case, the first step is complete. The first step was completed on August 18, 2023,
19 when the Court preliminarily approved the Settlement and determined that it was within the range
20 of possible final approval. (Hawkins Final Decl., Ex. 3). The second step, dissemination of Notice
21 to the Settlement Class, was completed on October 20, 2023. (Salinas Decl., ¶ 5, Ex. A).

22 The third and final step in the settlement approval process is the Final Approval Hearing,
23 at which the Court determines whether the Settlement is fair, adequate, and reasonable. A
24 settlement agreement is presumptively fair when it is (1) the product of arm’s-length bargaining;
25 (2) supported by sufficient investigation and/or discovery to allow assessment of Plaintiff’s
26 claims; (3) supported by experienced counsel; and (4) subject to only a small percentage of
27 objections. *In re Cellphone Fee Termination Cases* (2010) 186 Cal. App. 4th 1380, 1389 quoting
28 *Dunk*, 48 Cal. App. 4th at 1802); *Chavez v. Netflix, Inc.* (2018) 162 Cal. App. 4th 43, 52 (2008).

1 Following the final approval hearing, the Court will decide whether to enter a final order
2 approving the Settlement and enter judgment thereon. CRC 3.769(h). To do so, California courts
3 consider several factors, including the strength of the Plaintiff's case; the risk, expense,
4 complexity, and likely duration of further litigation; the risk of maintaining class action status
5 through trial; the value of the settlement; the extent of discovery completed and the stage of the
6 proceedings; the experience and views of counsel; and the reaction of the class members to the
7 proposed settlement. *Wershba*, 91 Cal. App. 4th at 244-45. "The list of factors is not exclusive
8 and the court is free to engage in a balancing and weighing of factors depending on the
9 circumstances of each case." *Id.* at 245. Courts must also give:

10 proper deference to the private consensual decision of the parties, [since] the court's
11 intrusion upon what is otherwise a private consensual agreement negotiated
12 between the parties to a lawsuit must be limited to the extent necessary to reach a
13 reasoned judgment that the agreement is not the product of fraud or overreaching
by, or collusion between, the negotiating parties, and the settlement, taken as a
whole, is fair, reasonable and adequate to all concerned.

14 *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027. For the reasons set forth below,
15 the Court should complete the third step, and grant final approval of the Settlement.

16 **B. The Settlement is the Product of Arm's Length Bargaining and the**
17 **Strength of Plaintiff's Case, the Risks of Class Certification, and the**
18 **Expense of Further Litigation Favor the Court's Final Approval.**

19 Every case involves some level of uncertainty with respect to the outcome of the merits.
20 Settlement resolves that inherent uncertainty and is therefore strongly favored by the courts,
21 particularly in class actions. See *Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943,
22 950. So too here. Plaintiff recognized several significant risks inherent in litigating this case
23 including the probability of certifying the action as a class action, the probability of maintaining
24 the class action status through trial and any appeals, the likelihood of class action recovery at trial
25 after analyzing the merits of Defendant's legal defenses, and the current state of the law regarding
26 certification and establishing common questions of fact. While Class Counsel believes Plaintiff's
27 claims are meritorious, Defendant has denied liability, disputed damages and penalties, and raised
28 factual and legal arguments which could render the Class Members' claims worthless at either

1 class certification or trial. (Hawkins Final Decl. ¶¶ 26-28; see also Hawkins Declaration in
2 Support of Preliminary Approval (“Hawkins Prelim. Decl.”), attached as Ex. 3 to Hawkins Final
3 Decl. for reference (exhibits omitted), ¶¶ 27-36, 41-46). Broadly, Defendant’s defenses included,
4 *inter alia*, (1) that they had reimbursed approximately 80% of all mileage expenses at IRS rates
5 which was sufficient to cover any expenses incurred; (2) that it would be able to prove at trial that
6 its employees incurred lower mileage expenses than what was already reimbursed; (3) that it
7 provided alternatives to employees such that personal cell phone use was not necessary; (4) that
8 this Court could significantly reduce the civil penalties specified under PAGA; (5) that Plaintiff’s
9 PAGA claim is unmanageable; and (6) that any of Defendant’s alleged violations were not
10 knowing and intentional. (Hawkins Preliminary Decl. ¶¶ 27-36).

11 While the proposed Settlement may be less than the amount that the Class could
12 potentially recover following trial, it is highly unlikely that Plaintiff and the Class would receive
13 the full amount to which they believe they are entitled for the reasons discussed above. As such,
14 the Gross Settlement Amount, even if only a fraction of a total potential recovery, is a fair and
15 adequate real recovery for Class Members. *In re Mego Fin. Corp. Sec. Litig.* (9th Cir. 2000) 213
16 F.3d 454, 459. (“It is well-settled law that a cash settlement amounting to only a fraction of the
17 potential recovery does not per se render the settlement inadequate or unfair.”) (internal
18 quotations omitted). The Settlement achieved was reached through arm’s length bargaining and
19 with the assistance of a well-respected wage and hour mediator, Judge Carl J. West (ret.).
20 (Hawkins Final Decl. ¶ 23.)

21 **C. The Value and Fairness of the Settlement Favors the Court’s Final**
22 **Approval.**

23 In evaluating the fairness of consideration offered in settlement, it is not the role of the
24 courts to second guess the negotiated resolution of the litigants. “[T]he court’s intrusion upon
25 what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must
26 be limited to the extent necessary to reach a reasoned judgment that the agreement is not the
27 product of fraud or overreaching by, or collusion between, the negotiating parties, and that the
28 settlement, taken as a whole, is fair, reasonable, and adequate to all concerned.” *Hanlon*, 150 F.

1 3d 1027. The issue is not whether the settlement could have been better in some fashion, but
2 whether it is fair. *Id.*

3 In this case, Defendant has consistently denied liability, disputed Plaintiff's claimed
4 damages, and raised formidable factual and legal arguments which could potentially defeat Class
5 Members' claims at either class certification or trial. Given these available grounds for defending
6 against the asserted class claims and the risks of maintaining class certification through the trial of
7 the action and throughout any appeals, the Settlement is fair, reasonable, and adequate. (Hawkins
8 Final Decl. ¶¶ 25-31, 42-44; Exs. 2, 3).

9 Plaintiff, through Class Counsel, secured a common fund of \$425,000.00 for the Settlement
10 of the claims alleged in the class and PAGA action. Indeed, the monetary relief provided by the
11 Settlement is a meaningful recovery to the Class warranting final approval. The sum is well within
12 the ballpark of reasonableness. The 339 Participating Class Members will be paid a pro-rata portion
13 of the Net Settlement Amount. As of the filing of this motion, the highest Individual Settlement
14 Award to a Settlement Class Member was estimated to be approximately \$1,631.77, the average
15 Individual Settlement Award is currently estimated to be approximately \$697.62. (Salinas Decl. ¶
16 13). Further, the amount obtained per Participating Class Member on a gross basis, \$1,253.69 per
17 participating Class Members (\$425,000 / 339 participating Class Members) compares favorably to
18 other class action settlements with even broader releases. (See, e.g., Ex. 4, NERA Report; see also
19 *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957 (Orange County Superior Court)– \$16
20 million class action settlement for 31,667 Class Members (between the two consolidated classes in
21 the global settlement) where the average gross settlement payment per class member was \$505;
22 *Liggins v. ESA Management, LLC*, Case No. 30-2018-01005614-CU-OE-CXC (Orange County
23 Superior Court) - \$4.45 million settlement for 5,473 Class Members where the average gross
24 settlement payment per class member was \$813.)

25 In conjunction with Plaintiff's Motion for Preliminary Approval, Class Counsel provided
26 the Court with a detailed description of the claims, defenses and Defendant's potential exposure
27 on those claims, thereby providing the Court with a sufficient understanding of the amount in
28 controversy and potential outcomes of the case, so that it can properly evaluate the sufficiency of

1 the Settlement, as required in *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-30
2 (2008) (trial court needs sufficient information about the potential value of the case and issues to
3 review the reasonableness of the settlement). (See, Ex. 2, Hawkins Prelim. Decl. generally.) At
4 the time of preliminary approval, the Court determined that the Settlement appeared to be fair,
5 adequate and reasonable and favored approval. After the completion of the notice process, only
6 one Class Member has opted out of the Settlement and no Class Members have objected to the
7 Settlement as unfair or inadequate. (Salinas Decl. ¶¶ 8-9). Thus, nothing has changed since the
8 time of preliminary approval to undermine the reasonableness of the Settlement. The Settlement
9 should be granted final approval.

10 **D. The Parties' Investigation Favors the Court's Final Approval**

11 “[T]he extent of discovery completed and the stage of proceedings” are factors considered
12 in assessing the fairness, adequacy, and reasonableness of a class action Settlement. *Dunk*, 48 Cal.
13 App. 4th at 1801. “This factor evaluates whether the parties have sufficient information to make
14 an informed decision about settlement.” *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 588
15 (N.D. Cal. 2015) (citation omitted).

16 Plaintiff and Defendant entered into the Settlement only after conducting an extensive
17 investigation, which enabled Class Counsel and Defense Counsel to thoroughly evaluate the
18 strengths and weaknesses of the claims. Class Counsel previously provided the Court with a
19 detailed description of the investigation conducted in this action in conjunction with the Motion
20 for Preliminary Approval. In addition, the settlement negotiations between the Parties were
21 extensive and occurred at arm’s length. The Parties attended a full-day mediation with retired
22 Judge Carl J. West, an experienced wage and hour mediator, on July 13, 2022. The Parties did
23 not reach an agreement at mediation, but worked over the coming months with the mediator to
24 negotiate the terms of the long-form settlement agreement which the Parties now seek to have
25 approved. Thus, the Parties’ investigation and discovery are sufficient to allow Class Counsel and
26 the Court to act intelligently. (Hawkins Final Decl. ¶¶ 22-26; Exs. 2, 3).

1 **E. The Endorsement of the Parties' Counsel Favors Final Approval**

2 The endorsement of experienced and well-informed counsel of a settlement as fair,
3 reasonable, and adequate is entitled to significant weight. *Dunk*, 48 Cal. App. 4th at 1801-02; *see*
4 *also Larsen v. Trader Joe's Company* (N.D. Cal. July 11, 2014) No. 11cv05188-WHO, 2014 WL
5 3404531 ("A [trial] court is entitled to give consideration to the opinion of competent counsel that
6 the settlement is fair, reasonable, and adequate."). Here, counsel for both Parties have significant
7 experience litigating wage and hour class actions and endorse the Settlement as being fair,
8 adequate and reasonable. Class Counsel believes that the Settlement is the best interest of the
9 Class, and an excellent result for the Class. (Hawkins Final Decl. ¶¶ 24-31, 42-47, Exs. 2, 3). This
10 endorsement of counsel is entitled to significant weight in favor of final approval. *Boyd v. Bechtel*
11 *Corp.* (N.D. Cal. Aug. 22, 1979) 485 F. Supp. 610, 622 ("The recommendations of Plaintiff's
12 counsel should be given a presumption of reasonableness.").

13 **F. The Reaction of the Class Favors Final Approval**

14 As explained above, there was not a single objection and only one opt out to the
15 Settlement, both of which demonstrate that the Class Members overwhelmingly approve of the
16 terms of the Settlement. (Salinas Decl., ¶¶ 8-9). Therefore, the Net Settlement Amount will be
17 distributed *pro rata* to each of the participating Class Members based on their work weeks worked
18 during the Class Period as a percentage of all Class Members' pay periods worked within the
19 Class Period. This is a very favorable result, with 99.7% of the Class Members participating, and
20 class settlements with far lower participation rates have been approved by Courts. *See, e.g.,*
21 *Anderson v. Nextel Retail Stores, LLC*, Nos. CV 07-4480-SVW (FFMx), 2010 WL 8591002, at
22 *17 (C.D. Cal. Apr. 12, 2010) (commenting favorable, as indicia of class member approval of
23 settlement, on claim-filing rate of 27%); *Stuart v. Radioshack Corp.*, No. C-07-4499 EMC, 2010
24 WL 3155645, at *4 (N.D. Cal. Aug. 9, 2010) (granting final approval to wage-hour settlement
25 where 12.54% of class claimed 31.88% of the net settlement fund).

26 **V. THE PROPOSED PAGA ALLOCATIONS SHOULD BE FINALLY**
27 **APPROVED**
28

1 When PAGA claims are settled, the trial court must “review and approve” the settlement.
2 Labor Code § 2699(l). In so doing, the court must consider whether the proposed “PAGA settlement
3 is fair and adequate in view of the purposes and policies of the statute.” *O’Connor v. Uber Techs.,*
4 *Inc.*, 201 F. Supp. 3d 1110, 1135 (N.D. Cal. 2016). The parties have agreed to an allocation of
5 \$15,000.00 of the gross settlement amount as PAGA penalties, and the Court has granted
6 preliminary approval of this allocation. Of this amount, 75% (\$11,250.00) shall be sent to the Labor
7 and Workforce Development Agency (LWDA), and the remaining 25% (\$3,750.00) shall be
8 distributed to the Aggrieved Employees. (Settlement § 4.C).

9 This allocation is fair and reasonable given the nature of the PAGA claims, which has a
10 limited 1-year statute of limitations. Furthermore, courts “repeatedly approve[] PAGA allocations
11 of both smaller amounts and that comprised a smaller portion of the total settlement consideration
12 in the agreements at issue.” (*See Davis v. Cox Commc’ns California, LLC*, No. 16cv989 BAS
13 (BLM), 2017 WL 1496407, at *1 (S.D. Cal. Apr. 26, 2017) (preliminarily approving \$4,000 PAGA
14 allocation in \$2710,000 settlement); *Moore v. Fitness Int’l, LLC*, No. 12cv1551 LAB (NLS), 2014
15 WL 12571448, at *5 (S.D. Cal. Jan. 22, 2014) (approving \$2,500 PAGA allocation when attorneys’
16 fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins. Co.*, No. 09cv1683 MMA
17 (JMA), 2011 WL 4899942, at *6 (S.D. Cal. Oct. 13, 2011) (approving \$3,000 PAGA allocation in
18 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, No. 08cv821 IEG (BLM), 2010 WL
19 2196104, at *2 (S.D. Cal. June 1, 2010) (approving \$3,000 PAGA allocation in \$1,000,000
20 settlement); *Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D.
21 Cal. Apr. 3, 2009) (approving \$11,250 PAGA allocation in \$1,026,000 settlement); *In re Nordstrom*
22 *Commission Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]he trial court did not abuse its discretion
23 in approving a settlement which does not allocate any damages to the PAGA claims.”).)

24 Thus, the PAGA allocation of \$15,000.00 is well above a fair and reasonable range for the
25 PAGA penalties and should now be finally approved.
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1 **VI. THE SETTLEMENT ADMINISTRATOR'S REQUESTED EXPENSES ARE**
2 **REASONABLE AND APPROPRIATE.**

3 In accordance with the Court's Preliminary Approval Order, the parties retained a neutral
4 third-party administrator, Phoenix Settlement Administrators, to administer the notice process.
5 Phoenix's duties include: a) preparing, printing and providing to Class Members the Notice of
6 Class Action and PAGA Settlement, hereinafter collectively referred to as "Notice"; b)
7 processing undeliverable mail and locating updated addresses for Class Members; c) establishing
8 a toll-free number, email address, and web page to assist and address any questions from
9 members of the settlement class; d) receiving and reporting any Requests for Exclusion and
10 Objections submitted by Class Members; e) administering disputes by Class Members; f)
11 providing weekly reports to the parties; g) establishing and administering a qualified settlement
12 fund to disburse all settlement payments; h) calculating Individual Settlement Payments for each
13 Class Member; i) issuing and distributing Class Counsel's fees and costs, the Class
14 Representative Enhancement Payment, the LWDA payment and Settlement Payments to Class
15 Members; j) calculating and remitting all amounts due to the appropriate federal, state, and local
16 tax authorities; k) receiving and reviewing other communications about the Settlement; l) filing
17 any required reports with the Court; m) establishing and maintaining an email address
18 (notice@phoenixclassaction.com) and static website ([https://www.phoenixclassaction.com/jjr-](https://www.phoenixclassaction.com/jjr-enterprises)
19 enterprises); and n) performing any additional tasks requested by the parties. (Salinas Decl. ¶ 2).
20 The Court preliminarily approved up to \$9,750.00.00 for settlement administration costs based
21 on the Parties' original estimate of 310 Class Members. This includes all costs incurred to date,
22 as well as estimated costs involved in completing the Settlement. (Salinas Decl. ¶15). Plaintiff
23 believes this is an appropriate amount for the settlement administration services provided and
24 respectfully requests the Court award this amount to Phoenix (Hawkins Final Decl. ¶¶ 18-19).

25 **VII. CONCLUSION**

26 The preliminarily approved Settlement is the product of arm's length negotiations after
27 significant investigation and discovery, mediation, and negotiation. It provides meaningful
28 benefits to the Class Members that are discernibly fair when weighed against the significant

1 potential risks, delays, and costs of further litigation. The Class Members have overwhelmingly
2 accepted the Settlement as fair, reasonable, and adequate. Accordingly, Plaintiff, as Class
3 Representative, respectfully requests that the Court grant final approval to the Settlement.
4

5 Dated: January 03, 2024

Respectfully Submitted:

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7 **JAMES HAWKINS, APLC**

8 By: 
9 James R. Hawkins
Christina M. Lucio
10 Attorneys for Plaintiff
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