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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

11 DANIELA GARIBAY, individually, and on
12 behalf of other members of the general public
similarly situated,

13 Plaintiff,

14 vs.

15 PACIFIC STEEL GROUP, a California
16 corporation; and DOES 1 through 10, inclusive,

17 Defendants.
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Case No. CIVDS2011129

Assigned to the Hon. Christian Towns

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: April 22, 2025

Time: 8:30 a.m.

Place: Department S26

Complaint Filed: May 29, 2020

Trial Date: None Set

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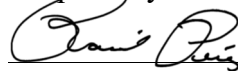
1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 22, 2025, at 8:30 a.m., or as soon thereafter as counsel
3 may be heard, in Department S26 of the above-captioned court, located at 247 W. Third St., San
4 Bernardino, California 92415, the Honorable Christian Towns presiding, Plaintiffs Daniela Garibay,
5 Darren Morris, Brandon Gay, and Israel Berber will, and hereby do, move this Court for entry of an
6 order and judgment granting final approval of the settlement and all agreed-upon terms therein. This
7 Motion, unopposed by Defendant Pacific Steel Group, seeks final approval of: (1) the Joint Stipulation of
8 Class Action and PAGA Settlement and Release, (2) settlement payments to Participating Class
9 Members, PAGA Members, and the LWDA, and (3) costs/expenses to the settlement administrator,
10 ILYM Group, Inc.

11 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
12 Points and Authorities in support of Motion for Final Approval of Class Action and PAGA Settlement;
13 (3) the concurrently filed Motion for Attorneys' Fees, Costs, and Class Representative Enhancement
14 Payments; (4) the Declaration of Raul Perez; (5) the Declaration of Larry W. Lee; (6) the Declaration of
15 William L. Marder; (7) the Declaration of Dennis S. Hyun; (8) the Declaration of Edward W. Choi; (9)
16 the Declaration of Arman Marukyan; (10) the Declarations of Plaintiffs Daniela Garibay, Darren Morris,
17 Brandon Gay, and Israel Berber; (11) the Declaration of Nicole Bench on behalf of ILYM Group, Inc.,
18 the settlement administrator; (12) the [Proposed] Order and Judgment; (13) the records, pleadings, and
19 papers filed in this action; and (14) upon such other documentary and/or oral evidence as may be
20 presented to the Court at the hearing.

21
22 Dated: March 27, 2025

Respectfully submitted,

23 By: 

24 Raul Perez
Orlando Villalba
Helga Hakimi
25 **CAPSTONE LAW APC**

26 Larry W. Lee
27 **DIVERSITY LAW GROUP, P.C.**

28 William L. Marder
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TABLE OF CONTENTS

I.	INTRODUCTION.....	8
II.	FACTS AND PROCEDURE	10
A.	Brief Overview of the Litigation and Settlement Negotiations.....	10
B.	The Notice and Settlement Administration Processes Were Completed Pursuant to the Court’s Order	11
III.	ARGUMENT	11
A.	The Court Should Grant Final Approval of the Proposed Class Action Settlement.	11
1.	Courts Review Class Action Settlements to Ensure that the Terms Are Fair, Adequate, and Reasonable	11
2.	Plaintiffs’ Counsel Conducted a Thorough Investigation of the Factual and Legal Issues and Were Thus Able to Objectively Assess the Settlement’s Reasonableness.....	12
3.	The Settlement Was Reached Through Arm’s-Length Bargaining in Which All Parties Were Represented by Experienced Counsel	13
4.	The Proposed Settlement Is Reasonable Given the Strengths of Plaintiffs’ Claims and the Risks and Expense of Continued Litigation	14
5.	The Settlement Class Has Responded Positively to the Settlement.....	15
B.	The Requested Payment to the Settlement Administrator Is Reasonable and Should Receive Final Approval	16
IV.	CONCLUSION.....	16

TABLE OF AUTHORITIES

STATE CASES

<i>7-Eleven Owners for Fair Franchising v. Southland Corp.</i> , 85 Cal. App. 4th 1135 (2000).....	12, 15
<i>Cellphone Termination Fee Cases</i> , 180 Cal. App. 4th 1110 (2009).....	12
<i>Dunk v. Ford Motor Co.</i> , 48 Cal. App. 4th 1794 (1996).....	12
<i>Mallick v. Super. Ct.</i> , 89 Cal. App. 3d 434 (1979).....	12
<i>Nordstrom Com. Cases</i> , 186 Cal. App. 4th 576 (2010)	12
<i>State v. Levi Strauss & Co.</i> , 41 Cal. 3d 460 (1986).....	13

FEDERAL CASES

<i>Balderas v. Massage Envy Franchising, LLP</i> , 2014 WL 3610945. (N.D. Cal. July 21, 2014).....	15
<i>Chun-Hoon v. McKee Foods Corp.</i> , 716 F. Supp. 2d 848 (N.D. Cal. 2010).....	15
<i>D'Amato v. Deutsche Bank</i> , 236 F.3d 78, 85 (2d Cir. 2001)	13
<i>Garner v. State Farm Mut. Auto. Ins. Co.</i> , No. CV 08 1365 CW EMC, 2010 WL 1687832 (N.D. Cal. Apr. 22, 2010)	15
<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998).....	16
<i>In re Apple Computer, Inc. Derivative Litig.</i> , No. C 06-4128 JF (HRL), 2008 WL 4820784 (N.D. Cal. Nov. 5, 2008).....	13
<i>In re Armored Car Antitrust Litig.</i> , 472 F. Supp. 1357 (N.D. Ga. 1979).....	15
<i>In re Bluetooth Headset Prod. Liab. Litig.</i> , 654 F.3d 935 (9th Cir. 2011).....	13
<i>In re Four Seasons Secs. Laws Litig.</i> , 58 F.R.D. 19 (W.D. Okla.1972)	15
<i>In re Omnivision Tech., Inc.</i> , 559 F. Supp. 2d 1036 (N.D. Cal. 2008).....	15
<i>In re Warfarin Sodium Antitrust Litig.</i> , 212 F.R.D. 231 (D. Del. 2002).....	15
<i>Nat'l Rural Telecomm. Coop. v. Directv, Inc.</i> , 221 F.R.D. 523 (C.D. Cal. 2004)	15
<i>Ogbuehi v. Comcast of California/Colorado/Fla./Oregon, Inc.</i> , 303 F.R.D. 337 (E.D. Cal. 2014).....	13

1	<i>Villegas v. J.P. Morgan Chase & Co.</i> , No. 09–00261, 2012 WL 5878390 (N.D. Cal.	
2	Nov.21, 2012).....	13

3

4 **STATE STATUTES**

5	Cal. R. Ct. 3.769.....	12
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7 **SECONDARY AUTHORITIES**

8	Conte & Newberg, <i>Newberg on Class Actions</i> (4th ed. 2002).....	12
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On November 18, 2024, this Court granted preliminary approval of the Joint Stipulation of Class Action and PAGA Settlement and Release¹ and approved distribution of the Notice of Class Action Settlement to all Class Members. Class Members were given until March 27, 2025 to opt out or object to the Settlement (“Response Deadline”). Plaintiffs Daniela Garibay, Darren Morris, Brandon Gay, and Israel Berber are pleased to report that as of the date of this filing: (1) less than 0.2% of the Settlement Class has opted out; (2) no Class Members have objected² to the Settlement; (3) the **entire Net Settlement Fund will be disbursed to all Participating Class Members**; (4) the average payment to Participating Class Members from the Net Settlement Fund is \$317.66, and the highest is \$3,200.78. (Declaration of Nicole Bench [“Bench Decl.”] ¶¶ 6-8.)

Plaintiffs now move for final approval of the class action and PAGA settlement. This motion is unopposed by Defendant Pacific Steel Group (collectively with Plaintiffs, the “Parties”). The principal terms of the Settlement provide for the following:

- (1) Conditional certification of a Settlement Class defined as: All current and former non-exempt workers employed by Defendant in the State of California and worked at least one day during the Class Period (“Class Members”).
- (2) A **non-reversionary** Gross Settlement Amount of \$3,500,000. The Gross Settlement Amount includes:
 - (a) A Net Settlement Fund (the Gross Settlement Amount minus the requested Attorneys’ Fees and Costs, Settlement Administration Costs, the PAGA Settlement Amount, and the Class Representative Enhancement Payments), which will be allocated to all Class Members on a pro-rata basis according to the number of weeks each Class Member worked during the Class Period. **The entire Net Settlement Fund will be paid to all Participating Class Members.**

¹ Hereinafter, the “Settlement” or “Settlement Agreement.” Unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Settlement.

² The Class Notice also advised Class Members that in lieu of submitting written objections, they could instead appear at the Final Fairness Hearing to object to the Settlement.

- (b) Attorneys’ fees in the amount of 35% of the Gross Settlement Amount (or \$1,225,000), and litigation costs and expenses of \$78,234.24, to Capstone Law APC; Diversity Law Group, P.C.; Polaris Law Group, LLC; Hyun Legal, APC; and Lawyers for Justice, PC (“Plaintiffs’ Counsel”).
- (c) Settlement administration costs of \$32,550, to be paid to the jointly selected Settlement Administrator, ILYM Group, Inc. (“ILYM”).
- (d) A \$200,000 PAGA settlement, of which 75% (i.e., \$150,000) will be paid to the Labor & Workforce Development Agency (“LWDA”), and the remaining 25% (i.e., \$50,000) (“PAGA Fund”), will be paid to PAGA Members, defined as: All current and former hourly, non-exempt workers employed by Defendant in the State of California and worked at least one day during the PAGA Period. **The entire PAGA Fund will be paid to all PAGA Members.**
- (e) Class Representative Enhancement Payments of \$10,000, each, to Daniela Garibay, Darren Morris, Brandon Gay, and Israel Berber for their service on behalf of the Settlement Class, the risks they took in bringing the action on behalf of the class, and for general releases of all claims arising out of their employment with Defendant.

An objective evaluation of the Settlement confirms that the relief negotiated on the Settlement Class’s behalf is fair, reasonable, and valuable. The Settlement was negotiated by the Parties at arm’s length with helpful guidance from Ms. Deborah Saxe, Esq., an experienced and well-respected class action mediator, and the Settlement confers substantial benefits to Class Members. This relief—averaging approximately \$317.66 per Class Member from the Net Settlement Fund—is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour cases. Moreover, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied or of Defendant prevailing at trial, or of Plaintiffs prevailing at trial but losing on appeal.

Accordingly, given the Settlement’s favorable terms, the Court’s previous findings concerning the Settlement’s fairness and reasonableness, and the complete absence of objection to the Settlement,

1 Plaintiffs respectfully request that the Court: (1) grant this Motion for Final Approval of the Settlement
2 Agreement; (2) grant final approval of the settlement administration costs/expenses; (3) enter judgment
3 pursuant to the Settlement Agreement; and (4) retain jurisdiction to enforce the Settlement.

4 **II. FACTS AND PROCEDURE**

5 **A. Brief Overview of the Litigation and Settlement Negotiations**

6 Plaintiffs originally filed their own separate wage and hour actions against Defendant for
7 violations of the California Labor Code and Business & Professions Code. *See Daniela Garibay v.*
8 *Pacific Steel Group*, No. CIVDS2011129 (San Bernardino County Superior Court); *Brandon Gay and*
9 *Israel Berber v. Pacific Steel Group*, No. 20-cv-08442-HSG (N.D. Cal.); *Israel Berber v. Pacific Steel*
10 *Group*, No. 21-cv-03446-HSG (N.D. Cal.); *Morris v. Pacific Steel Group*, No. 37-2020-00021541-CU-
11 OE-CTL (San Diego County Superior Court).

12 On January 25, 2022, the Parties engaged in a full day of mediation with Robert O'Brien, which
13 did not result in a settlement. (Declaration of Raul Perez ["Perez Decl."] ¶ 3.) On August 2, 2022, the
14 Parties engaged in a second mediation with Deborah Crandall Saxe, Esq. which also did not result in a
15 settlement. (*Id.*) On March 26, 2024, the Parties engaged in a third mediation with Deborah Crandall
16 Saxe, Esq. which also did not result in a settlement. (*Id.*) After further discovery, Plaintiffs engaged in a
17 fourth mediation with Ms. Saxe on April 11, 2024. (*Id.*)

18 Ms. Saxe helped to manage the Parties' expectations and provided a useful, neutral analysis of
19 the issues and risks to both sides. (*Id.*) With Ms. Saxe's continuing guidance and mediator's proposal, the
20 Parties were eventually able to negotiate a complete settlement of Plaintiffs' claims. (*Id.*) The terms of
21 the settlement are now set forth in complete and final form in the Joint Stipulation of Class Action and
22 PAGA Settlement and Release. (*Id.*)

23 As a condition of settlement, Plaintiffs filed a Second Amended Complaint in this action which:
24 (a) added Morris, Gay, and Berber as named plaintiffs; and (b) conformed the pleadings to encompass all
25 claims raised in each of the separate actions settled herein (i.e., the Garibay Action, the Gay Action, the
26 Berber PAGA Action, and the Morris Action) and conform with the scope of the Released Class Claims
27 and Released PAGA Claims.

28 The Court preliminarily approved the Parties' Settlement on November 18, 2024.

1 **B. The Notice and Settlement Administration Processes Were Completed Pursuant to**
2 **the Court’s Order**

3 As authorized by the Court’s Order preliminarily approving the Settlement Agreement, the
4 Parties engaged ILYM to provide settlement administration services. (Bench Decl. ¶ 2.) ILYM’s duties
5 have, and if the Court enters the final approval order, will include: (1) printing and mailing the Notice of
6 Class Action Settlement (“Notice”); (2) receiving and processing undeliverable Notices and locating
7 updated addresses for Class Members; (3) receiving and validating Requests for Exclusion; (4)
8 calculating and distributing the Class Settlement Amount; (5) tax reporting; (6) providing necessary
9 reports and declarations; and (7) performing such other tasks as set forth in the Settlement Agreement or
10 as the Parties mutually agree or that the Court orders. (*Id.*)

11 On November 18, 2024, ILYM received the Class Notice prepared jointly by Plaintiffs’ Counsel
12 and counsel for Defendant and approved by the Court. (Bench Decl. ¶ 3.) The Class Notice summarized
13 the Settlement’s principal terms, provided Class Members with an estimate of how much they would be
14 paid if the Settlement received final approval, and advised Class Members about how to opt out of the
15 Settlement and how to object. (*Id.*)

16 Separately, counsel for Defendant provided ILYM with a mailing list (the “Class List”), which
17 included each Class Member’s full name, last known address, Social Security Numbers, and information
18 necessary to calculate payments. (*Id.*) The mailing addresses contained in the Class List were processed
19 and updated using the National Change of Address Database maintained by the U.S. Postal Service. (*Id.*
20 at ¶ 4.) On February 10, 2025, ILYM mailed Class Notices to Class Members via First-Class U.S. mail.
21 (*Id.*) Class Members were given until March 27, 2024 to opt out or submit written objections to the
22 Settlement. Plaintiffs are pleased to report that to date, less than 0.2% of the Settlement Class has opted
23 out, and no Class Members have objected to the Settlement. (*Id.* at ¶¶ 6-7.)

24 **III. ARGUMENT**

25 **A. The Court Should Grant Final Approval of the Proposed Class Action Settlement.**

26 **1. Courts Review Class Action Settlements to Ensure that the Terms Are**
27 **Fair, Adequate, and Reasonable**

28 “Public policy generally favors the compromise of complex class action litigation.” *Cellphone*

1 *Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009), *see also* *7-Eleven Owners for Fair*
2 *Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2000) (“voluntary conciliation and
3 settlement are the preferred means of dispute resolution . . . [t]his is especially true in complex class
4 action litigation . . .”).

5 Class action settlement approval occurs in two steps: (1) an early (preliminary) review by the
6 trial court, and (2) a subsequent (final) review after notice has been distributed to Class Members for
7 their comments and/or objections. Cal. R. Ct. 3.769. The Court granted preliminary approval on
8 November 18, 2024. Plaintiffs now seek final approval.

9 “[T]he trial court has broad powers to determine whether a proposed settlement in a class action
10 is fair.” *Mallick v. Super. Ct.*, 89 Cal. App. 3d 434, 438 (1979). Fairness is presumed when: (1) the
11 settlement is reached through arm’s-length bargaining, (2) investigation and discovery are sufficient to
12 allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the
13 percentage of objectors is low. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); *see also*
14 *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 581 (2010). “Where the settlement terms are fair and
15 reasonable, the settlement is presumptively valid, subject only to objections that may be raised at a final
16 hearing.” Conte & Newberg, *Newberg on Class Actions* § 11.26 (4th ed. 2002) (“Newberg”).

17 By granting preliminary approval, this Court has already determined that the Settlement
18 Agreement is fair and reasonable, subject to objections. With no objections to the Settlement, the Court’s
19 preliminary assessment has been separately endorsed by the Settlement Class. Accordingly, this Court
20 should grant final approval.

21 **2. Plaintiffs’ Counsel Conducted a Thorough Investigation of the Factual and**
22 **Legal Issues and Were Thus Able to Objectively Assess the Settlement’s**
23 **Reasonableness**

24 As set forth in greater detail in Plaintiffs’ Counsel’s declarations in support of this Motion, based
25 on their analysis of documents and class data produced by Defendant, including Defendant’s labor
26 California policies and procedures manuals and time and pay data, Plaintiffs’ Counsel were able to
27 realistically assess the value of Plaintiffs’ claims and intelligently engage defense counsel in settlement
28 discussions that culminated in the proposed settlement now before the Court. (Perez Decl.¶¶ 4-8;

1 Marukyan Decl. ¶¶ 3-6.)

2 By engaging in a thorough investigation and evaluation of Plaintiffs' claims, Plaintiffs' Counsel
3 can opine that the Settlement, for the consideration and on the terms set forth in the Settlement
4 Agreement, is fair, reasonable, and adequate, and is in the best interests of Class Members in light of all
5 known facts and circumstances, including the risk of significant delay and uncertainty associated with
6 litigation, various defenses asserted by Defendant. (Perez Decl. ¶ 9; Marukyan Decl. ¶ 19.)

7 **3. The Settlement Was Reached Through Arm's-Length Bargaining in**
8 **Which All Parties Were Represented by Experienced Counsel**

9 "[W]hat transpires in settlement negotiations is highly relevant to the assessment of a proposed
10 settlement's fairness." *State v. Levi Strauss & Co.*, 41 Cal. 3d 460, 482 (1986). Courts presume the
11 absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered;
12 thus, there is a presumption that settlement negotiations are conducted in good faith. Newberg, § 11.51.

13 As explained above, the Parties participated in multiple mediations, including two with Ms.
14 Saxe, an experienced mediator of wage and hour class actions. Ms. Saxe helped manage the Parties'
15 expectations and provided a useful, neutral analysis of the issues and risks to both sides. *See In re*
16 *Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (the presence of a neutral
17 mediator is a factor weighing in favor of finding of no collusion); *In re Apple Computer, Inc. Derivative*
18 *Litig.*, No. C 06-4128 JF (HRL), 2008 WL 4820784, at *3 (N.D. Cal. Nov. 5, 2008) (mediator's
19 participation weighs considerably against any inference of a collusive settlement); *D'Amato v. Deutsche*
20 *Bank*, 236 F.3d 78, 85 (2d Cir. 2001) (a "mediator's involvement in pre-certification settlement
21 negotiations helps to ensure that the proceedings were free of collusion and undue pressure."); *Villegas v.*
22 *J.P. Morgan Chase & Co.*, No. 09-00261, 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012)
23 (participation in mediation "tends to support the conclusion that the settlement process was not
24 collusive"); *Ogbuehi v. Comcast of California/Colorado/Fla./Oregon, Inc.*, 303 F.R.D. 337, 350 (E.D.
25 Cal. 2014) (accord). At all times, the Parties' negotiations were adversarial and non-collusive.

26 The Parties were represented by experienced class action counsel throughout the negotiations
27 resulting in this Settlement. Plaintiffs are represented by Capstone Law APC; Diversity Law Group,
28 P.C.; Polaris Law Group, LLC; Hyun Legal, APC; and Lawyers for Justice, PC. Plaintiffs' Counsel

1 employ seasoned class action attorneys who regularly litigate wage and hour claims through certification
2 and on the merits, and have considerable experience settling wage and hour class actions. (Perez Decl. ¶¶
3 10-18, Ex. 2; Hyun Decl. ¶¶ 3-6; Choi Decl. ¶¶ 4-5; Lee Decl. ¶¶ 8-10; Marder Decl. ¶¶ 8-14; Marukyan
4 Decl. ¶¶ 11-16.) Defendant is represented by Polsinelli LLP, an experienced defense firm.

5 **4. The Proposed Settlement Is Reasonable Given the Strengths of Plaintiffs’**
6 **Claims and the Risks and Expense of Continued Litigation**

7 Based on their analysis of documents and data produced by Defendant, Plaintiffs’ Counsel were
8 able to estimate the value Plaintiffs’ claims for settlement purposes (discussed in more detail in Plaintiffs’
9 Memorandum of Points and Authorities in support of Motion for Preliminary Approval of Class Action
10 Settlement, pp. 10-13; filed on October 22, 2024.) That estimate, however, assumed that each and every
11 one of Plaintiffs’ claims would have been certified for class-wide resolution, that Plaintiffs would have
12 prevailed at trial, and that the jury’s verdict would have been affirmed on appeal. Understandably, for
13 purposes of evaluating the settlement’s reasonableness, this estimate must be “tempered by factors such
14 as the risk of losing at trial, the expense of litigating the case, and the expected delay in recovery (often
15 measured in years).” *In re Toys R Us-Delaware, Inc.-- Fair & Accurate Credit Transactions Act*
16 *(FACTA) Litig.*, 295 F.R.D. 438, 453 (C.D. Cal. 2014).

17 Ultimately, Plaintiffs’ Counsel determined an appropriate range of recovery for settlement
18 purposes by offsetting Defendant’s maximum theoretical liability by: (a) the strength of the defenses to
19 the merits of Plaintiffs’ claims; (b) the risk of class certification being denied; (c) the risk of losing on any
20 of a number of dispositive motions that could have been brought between certification and trial (e.g.,
21 motions to decertify the class, motions for summary judgment, and/or motions in limine) that might have
22 eliminated all or some of Plaintiffs’ claims, or barred evidence/testimony in support of the claims; (d) the
23 risk of losing at trial; (e) the chances of a favorable verdict being reversed on appeal; and (f) the
24 difficulties attendant to collecting on a judgment (collectively, the “Discount Factors”).

25 After taking into account the Discount Factors, Plaintiffs’ Counsel determined that it would be
26 reasonable to settle for a fraction of Defendant’s maximum potential exposure for the class claims
27 (PAGA discussed in the following section), or approximately 20%. Such a discount is inherently
28 reasonable given that Plaintiffs would have had to overcome **multiple, dependent** contingencies to

1 prevail on their claims. If anything, the projected odds for each of the above contingencies is generous to
2 the class' position, since plaintiffs in employment cases rarely prevail on **all of the claims** at any of these
3 dispositive stages. Courts routinely approve settlements that provide a similar discounted range of the
4 maximum potential recovery. *See, e.g., In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256-58
5 (D. Del. 2002) (recognizing that a reasonable settlement amount can be 1.6% to 14% of the total
6 estimated damages); *In re Armored Car Antitrust Litig.*, 472 F. Supp. 1357, 1373 (N.D. Ga. 1979)
7 (settlements with a value of 1% to 8% of the estimated total damages were approved); *In re Four*
8 *Seasons Secs. Laws Litig.*, 58 F.R.D. 19, 37 (W.D. Okla. 1972) (approving 8% of damages); *Balderas v.*
9 *Massage Envy Franchising, LLP*, 2014 WL 3610945, at *5 (N.D. Cal. July 21, 2014) (finding that
10 settlement which amounted to 8% of maximum recovery “[fell] within the range of possible initial
11 approval based on the strength of plaintiff’s case and the risk and expense of continued litigation.”); *In re*
12 *Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (approving settlement of 6% to
13 8% of estimated damages).

14 **5. The Settlement Class Has Responded Positively to the Settlement**

15 In evaluating the fairness of a Settlement, the “absence of a large number of objections to a
16 proposed class action settlement raises a strong presumption that the terms of a proposed class settlement
17 action are favorable to the class members.” *Nat’l Rural Telecomm. Coop. v. Directv, Inc.*, 221 F.R.D.
18 523, 529 (C.D. Cal. 2004). Here, less than 0.2% of the Settlement Class has opted out to date, and no
19 Class Members have objected to the Settlement. (Bench Decl. ¶¶ 6-7.) Plaintiffs will file a supplemental
20 declaration from ILYM to report the final response statistics to the notice.

21 Thus far, the Class’s response is “overwhelmingly positive,” supporting approval of the
22 Settlement. *See 7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1152-53 (finding support for
23 the settlement where 80 out of 5,454 class members elected to opt out and nine class members objected);
24 *Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (finding 0 objections and
25 16 opt-outs out of 329 class members [4.86%] “strongly support[] settlement”); *Garner v. State Farm*
26 *Mut. Auto. Ins. Co.*, No. CV 08 1365 CW EMC, 2010 WL 1687832, at *15 (N.D. Cal. Apr. 22, 2010)
27 (finding an opt-out rate of 0.4% supported settlement). In other words, “[t]he fact that the overwhelming
28 majority of the class willingly approved the offer and stayed in the class presents at least some objective

positive commentary as to its fairness.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

The average settlement payment from the Net Settlement Fund is \$317.66 and the highest is \$3,200.78. (Bench Decl. ¶ 9.) This average net recovery is significantly higher than many wage and hour class action settlements approved by California state and federal courts.³

B. The Requested Payment to the Settlement Administrator Is Reasonable and Should Receive Final Approval

Plaintiffs request final approval of settlement administration costs in the amount of \$32,550. (Bench Decl. ¶ 10.) ILYM has promptly and properly distributed the Class Notice to all Class Members and completed its duties in accordance with the settlement terms and the Court’s preliminary approval Order. (*See generally* Bench Decl.) Accordingly, the \$32,550 payment is fair and reasonable and should be accorded final approval along with the rest of the Settlement terms.

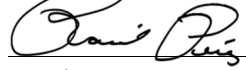
IV. CONCLUSION

The Parties have negotiated a fair Settlement of the wage and hour claims that likely would not have been brought, let alone successfully resolved, but for the effort and resolve of the Plaintiffs and their counsel. The Class Members’ positive response indicates that the Settlement is fair and reasonable. Accordingly, Plaintiffs respectfully request that this Court grant final approval of the Settlement Agreement and enter judgment.

³ See, e.g., *Sandoval v. Nissho of Cal., Inc.*, Case No. 37-2009-00091861 (San Diego County Super. Ct. Dec. 7, 2010) (average net recovery of approximately \$145); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct. Sept. 29, 2006) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct. Sept. 10, 2009) (average net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct. Jan. 27, 2009) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008) (average net recovery of approximately \$60); *Lim v. Victoria’s Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct. Jan. 20, 2006) (average net recovery of approximately \$35); *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct. July 23, 2010) (average net recovery of approximately \$20); *Jones v. Bath & Body Works, Inc.*, No. 2:13-cv-05206-FMO-AJW (C.D. Cal. July 11, 2016) (average net recovery of approximately \$50); and *Palencia v. 99 Cents Only Stores*, No. 34-2010-00079619 (Sacramento County Super. Ct. Oct. 11, 2012) (average net recovery of approximately \$80).

1 Dated: March 27, 2025

Respectfully submitted,

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☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

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

Executed this **March 28, 2025**, at Los Angeles, California.

Stacy Winberg
Type or Print Name

/s/ *Stacy Winberg*
Signature