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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LAURA HERRERA, VALERIE
CHAVEZ, individually and on behalf of
other persons similarly situated and
similarly aggrieved employees,

Plaintiffs,

v.

CASCADE LIVING GROUP
MANAGEMENT, LLC, and DOES 1
through 10,

Defendants.

Case No.: 20STCV48606

CLASS AND REPRESENTATIVE
ACTION

*[Assigned to Hon. Stuart M. Rice
in Dept. SS-1]*

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT,
CLASS REPRESENTATIVES'
ENHANCEMENT AWARDS, CLASS
COUNSEL ATTORNEYS' FEES AND
COSTS, SETTLEMENT
ADMINISTRATION COSTS, AND
LWDA PAYMENT**

[FILED CONCURRENTLY WITH
DECLARATION OF HAIK HACOPIAN;
DECLARATION OF ZORIK
MOORADIAN; DECLARATION OF
EMILIO COFINCO; DECLARATION OF
JAMES R. HAWKINS; DECLARATION OF
LAURA HERRERA; DECLARATION OF
VALERIE CHAVEZ; AND [PROPOSED]
ORDER]

Date: February 26, 2024

Time: 10:30 a.m.

Dept.: SS-1

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6 Attorneys for Plaintiff, VALERIE CHAVEZ
7 on behalf of herself and all others similarly situated
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1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on
2 February 26, 2024 at 10:30 a.m. or as soon thereafter as the matter may be heard in Department
3 SS-1 of the above-entitled Court located at 312 North Spring Street, Los Angeles, California
4 90012, Plaintiffs Laura Herrera and Valerie Chavez, ("Plaintiffs"), individually and on behalf
5 of a similarly-situated class of individuals, will and hereby do move this Court for entry of an
6 Order pursuant to California Code of Civil Procedure § 382 and California Rules of Court,
7 rule 3.769:

8 1. Confirming the certification of the Settlement Class for settlement purposes
9 under Section 382 of the California Code of Civil Procedure, defined as follows:

10 All current and former non-exempt employees employed by
11 Cascade Living Group, Inc., Cascade Living Group Management,
12 LLC, Cascade Living Group – Hemet, LLC, or Cascade Living
13 Group – Grass Valley, LLC, in California during the period starting
14 December 21, 2016 to December 13, 2022 ("Class Period");

15 2. Confirming the appointment of Plaintiffs, Laura Herrera and Valerie Chavez,
16 as Class Representatives;

17 3. Confirming the appointment of Zorik Mooradian and Haik Hacopian of
18 Mooradian Law, APC, and James R. Hawkins and Isandra Fernandez of James Hawkins
19 APLC, as Class Counsel;

20 4. Granting final approval of the Stipulated Settlement Agreement ("Settlement
21 Agreement" or "S.A.");

22 5. Approving an award of \$297,500 in Attorneys' Fees to Class Counsel;

23 6. Approving an award of \$18,330.35 in litigation costs and expenses to Class
24 Counsel;

25 7. Approving an award of \$11,000 in Settlement Administration Costs to CPT
26 Settlement Administrators;

27 8. Approving an allocation of \$30,000 for Private Attorneys General Act
28 ("PAGA") claims with respective division and payments as follows: 75% (\$22,500.00) to the

1 California Labor and Workforce Development Agency (“LWDA”) and 25% (\$7,500.00) to
2 Aggrieved Employees; and

3 9. Approving an Enhancement Awards totaling \$10,000 to each Plaintiff for their
4 services as Class Representatives.

5 This Motion is made on the following grounds: (1) the Settlement Class continues to
6 meet the requirements for class certification for settlement purposes only under Code of Civil
7 Procedure § 382; (2) Plaintiffs, Herrera and Chavez, and previously appointed Class Counsel
8 continue to be adequate representatives of the Settlement Class; (3) the Settlement is a fair,
9 adequate, and reasonable compromise of disputed wage and hour claims; (4) the requested
10 awards of Class Counsel Attorneys’ Fees, Class Counsel Costs, Enhancement Awards, and
11 Settlement Administration Costs, are all fair, adequate, and reasonable; and (5) in light of the
12 foregoing, the [Proposed] Order Granting Final Approval of Class Action Settlement
13 submitted herewith should be entered so as to give finality to, and allow for disbursements
14 from the Settlement.

15 This motion is based on this Notice, the attached Memorandum of Points and
16 Authorities, the supporting declarations of Haik Hacopian, Zorik Mooradian, Emilio Cofinco,
17 James R. Hawkins, Laura Herrera, Valerie Chavez, and the exhibits attached thereto; the
18 [Proposed] Order Granting Plaintiff’s Motion for Final Approval of Class Action Settlement;
19 the Settlement Agreement; all other pleadings and papers on file in this action; and on any
20 further oral or documentary evidence or argument presented at the time of hearing.

21
22 Dated: January 31, 2024

MOORADIAN LAW, APC
JAMES HAWKINS APLC

23 By: /s/Haik Hacopian

24 Zorik Mooradian, Esq.,
25 Haik Hacopian, Esq.,
26 James R. Hawkins, Esq.,
Isandra Fernandez, Esq.,
Attorneys for Plaintiffs individually and on
27 behalf of other persons similarly situated
28 and other aggrieved employees

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs, Laura Herrera and Valerie Chavez (hereinafter “Plaintiffs” or “Class
4 Representatives”), hereby request final approval of the non-reversionary class action
5 settlement entered into with Defendant Cascade Living Group Management, LLC (hereinafter
6 “Cascade” or “Defendant”) which resolves the subject class and representative action on
7 behalf of the Settlement Class defined as follows:

8 All current and former non-exempt employees employed by Cascade
9 Living Group, Inc., Cascade Living Group Management, LLC,
10 Cascade Living Group – Hemet, LLC, or Cascade Living Group –
11 Grass Valley, LLC, in California during the period starting December
12 21, 2016 to December 13, 2022 (“Class Period”).

13 This settlement has been received positively by the Settlement Class with a 100%
14 participation rate by 743 Settlement Class Members. There are zero objections and zero
15 exclusion requests. This settlement, if approved, will pay an average of \$627.86 to
16 Participating Settlement Class members. Cascade will pay a gross settlement of \$850,000.00
17 to fund the settlement, plus the employer’s share of payroll taxes on the portion of the net
18 settlement that is allocated to wages.

19 As explained below, the Court should grant Plaintiffs’ Motion in its entirety because:
20 (1) the Settlement Class continues to meet the requirements for class certification for
21 settlement purposes only under Code of Civil Procedure § 382; (2) the Settlement warrants
22 final approval because it is a fair, adequate, and reasonable compromise of the disputed claims
23 in this case; and (3) the amounts requested for Class Counsel’s Attorneys’ Fees, Class
24 Counsel’s Costs, Plaintiffs’ Enhancement Awards, and Settlement Administration Costs are
25 all fair, adequate, and reasonable. In light of the foregoing, this Court should enter the
26 [Proposed] Order Granting Final Approval of Class Action Settlement submitted concurrently
27 herewith.

1 Given the risks of this litigation and the amount of the settlement, the result here is
2 laudable. As detailed below, the work performed by Plaintiffs and Class Counsel was
3 significant. Among other things, Class Counsel:

- 4 • Conducted initial investigations of what were initially separate cases and
5 developed the theories and facts to support Plaintiffs' claims;
- 6 • Conducted formal and informal discovery including review and analysis of
7 significant document and wage related electronic records including employee time and payroll
8 records;
- 9 • Prepared a detailed mediation brief and damages analysis in connection with a
10 mediation session with Scott S. Markus;
- 11 • Engaged in arm's length settlement negotiations with Defendant at the
12 mediation which resulted in this Settlement;
- 13 • Worked with Defendant to further perfect the Settlement, to prepare the
14 Settlement Agreement, related forms, and approval motions; and
- 15 • Incurred a minimum of \$18,330.35 in costs pursuing this case on behalf of
16 Settlement Class Members that would not have been recoverable had Plaintiffs lost.

17 Moreover, in pursuing this case against Defendant, Plaintiffs and Class Counsel faced
18 serious risks, including but not limited to:

- 19 • The risk of being unable to establish class-wide liability on the meal and rest
20 period claims in light of the defense that all breaks were properly provided under *Brinker*
21 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004; The risk of being unable to
22 establish class-wide liability on the wage statement and waiting time claims in light of the
23 burden of proving that any violations were "knowing and intentional";
- 24 • The risk of being denied the ability to proceed on a class basis in view of the
25 U.S. Supreme Court's decisions in *Wal-Mart Stores, Inc. v. Dukes* (2011) 131 S.Ct. 2541, and
26 *Comcast Corp. v. Behrend* (2013) 133 S.Ct. 1426, and the California Supreme Court's
27 decision in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1;
28

- The risk of a potentially prolonged and expensive trial;
- The risk of Plaintiffs being held liable for Defendant's attorneys' fees and/or costs if this case had been unsuccessful;
- The risk of lengthy appeals; and
- The risk that Plaintiffs' future employment prospects would be adversely affected by filing the instant lawsuits.

Despite the many risks faced by Plaintiffs and Class Counsel, and the difficulty in prosecuting such a complex case, they nevertheless achieved a positive result for the Settlement Class. Accordingly, Class Counsel's request for attorneys' fees of \$297,500, or thirty-five percent (35%) of the Settlement Amount, is fair, adequate and reasonable. This amount is well-earned, supported by controlling case law, and is squarely within the range awarded by California courts in similar complex cases. Such an award is reasonable and supported by the California Supreme Court's ruling in *Laffitte v. Robert Half Intern., Inc.* (2016) 1 Cal 5th 480. Class Counsel's collective lodestar is \$208,570, and the application of a modest 1.43 multiplier would result in the requested fee award. Alternatively, to the extent counsel's lodestar is valued at the Laffey Matrix's current hourly rates, it would readily exceed the requested fee award. The incurred expenses totaling \$18,330.35 were reasonable and necessary to the prosecution of this action and the administration of this Settlement and are less than the \$25,000 maximum contemplated by the Settlement Agreement.

Likewise, it is fair that the Settlement Administrator be paid its reasonable fee of \$11,000 and a payment for \$22,500 to the LWDA, for its share of PAGA penalties, be approved.

Finally, Plaintiffs' requested Enhancement Awards for \$10,000.00 each also warrant approval because they are fair and reasonable in view of Plaintiffs' efforts in their cases and the risks they have undertaken, especially considering that they jeopardized their future job prospects and exposed themselves to the risk of awards for attorneys' fees and costs against them (which could have potentially totaled several hundred thousand dollars).

Accordingly, this Court should grant this Motion in its entirety and finally approve the settlement.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Subject Lawsuits

On December 21, 2020, Plaintiff Herrera initiated the instant class action against Cascade and Defendant BPM Senior Living Company (“BPM”). (“Herrera Action”). S.A. ¶2.1.

On December 19, 2020, Plaintiff Herrera communicated a notice letter pursuant to the Private Attorneys General Act (“PAGA”) to Cascade and thereafter to the Labor and Workforce Development Agency (“LWDA”) which was assigned case no. LWDA-CM-816251-20. Thereafter, on February 25, 2021, Plaintiff filed a representative PAGA action against Cascade. S.A. ¶¶2.2 and 2.3. On May 26, 2022, the operative Second Amended Complaint was filed in the Herrera Action which added a cause of action for PAGA violations. Herrera’s PAGA action was thereafter dismissed. S.A. ¶2.7.

On September 28, 2021, Plaintiff Valerie Chavez filed a separate class action complaint against Cascade. On that date as well, Plaintiff Chavez communicated a notice letter pursuant to PAGA to Defendant Cascade and the LWDA which was assigned case no. LWDA-CM-846361-21. S.A. ¶2.4. On January 25, 2022, a First Amended Complaint was filed in the Chavez Action which added a cause of action for PAGA violations. S.A. ¶2.6.

On January 20, 2022, the Herrera Action and the Chavez Action were related before this Court. S.A. ¶2.7. Thereafter, on June 15, 2023, pursuant to the Settlement and stipulation of the Parties, the operative Second Amended Complaint was filed in the Herrera Action which added Plaintiff Valerie Chavez as an additional named plaintiff and amended the class definition to be consistent with the Settlement Class definition. Declaration of Haik Hacopian (hereinafter “HH Decl.”), ¶7.

As addressed in Plaintiffs’ Motion for Preliminary Approval and supplemental brief,

1 Plaintiff Herrera entered into a separate individual settlement with Defendant BPM, who was
2 dismissed from this lawsuit and is not part of this class settlement. HH Decl., ¶8.

3 **B. Discovery and Mediation**

4 The Parties have conducted investigation of the operative facts and applicable law
5 during the pendency of the case through both formal and informal discovery. Plaintiff Herrera
6 has reviewed and examined class data and has retained the services of an expert who has
7 analyzed the damages and evaluated the potential class wide exposure. Prior to mediation,
8 Plaintiff Herrera conducted formal written discovery that yielded three sets of verified
9 responses. In addition to Plaintiff's file and employee handbook, Defendant produced
10 complete electronic class time and payroll records for 2018-2021 for two locations and for
11 2019-2021 for the two facilities acquired during the Class Period. Plaintiff Herrera had the
12 benefit of time and payroll analysis across 27,958 of the 44,861 total workweeks (62.3%).
13 Plaintiff also received an electronic employee roster that included hire and termination dates
14 for 709 employees. HH Decl. ¶9.

15 On December 13, 2022, Plaintiff Herrera and Cascade participated in a full-day
16 mediation before Mr. Scott S. Markus. The Parties were able to reach a resolution at the
17 mediation and then entered into their Stipulated Settlement Agreement, a true and correct copy
18 of which was included as part of Plaintiffs' Preliminary Approval filings. HH Decl. ¶10.

19 **C. Grant of Preliminary Approval**

20 This Court granted preliminary approval of the Settlement on August 14, 2023 and
21 entered the Preliminary Approval Order after holding a hearing on that date. Prior to the
22 hearing, on June 16, 2023, Plaintiffs filed their Motion for Preliminary Approval and
23 supporting papers. On August 10, 2023, the Court issued a Minute Order wherein a few
24 elaborations to the settlement were requested. On August 11, 2023, Plaintiffs filed a
25 Supplemental Brief addressing the Court's Minute Order. A true and correct copy of Notice
26 of Entry of the Court's Preliminary Approval Order is attached as **Exhibit "1"** to the
27 Declaration of Haik Hacopian HH Decl., ¶11, Exh. 1.
28

1 Preliminary Approval Motion filings were submitted to the LWDA online, proofs for
2 which were provided with each respective filing. These submissions were in addition to the
3 PAGA Notice Letters communicated by Plaintiffs to Defendant and the LWDA. HH Decl.,
4 ¶12.

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

6 **A. Monetary Terms**

7 This Settlement requires Cascade to pay the non-reversionary settlement amount of
8 \$850,000 (“Settlement Amount”), in addition to the employer share of payroll taxes on the
9 wage component of this Settlement. S.A. ¶¶1.21, 3.5. The Net Settlement Amount is the
10 amount remaining from the Settlement Amount after deducting Class Counsel fees (\$297,500
11 or 35% of the Settlement Amount), Class Counsel costs (\$18,330.35), the Enhancement
12 Awards to named Plaintiffs (\$20,000.00), settlement administration costs (\$11,000.00), the
13 LWDA’s 75% share of the PAGA allocation (\$22,500.00), and aggrieved employees 25%
14 share of same (\$7,500.00). S.A. ¶1.12. The foregoing deductions from the Settlement Amount
15 result in an estimated Net Settlement Amount of \$473,169.65 and an average payment of
16 \$636.84. HH Decl. ¶13.

17 The Individual Settlement Payment to each Settlement Class Member will be
18 determined by the total number of Workweeks Worked by the entire Settlement Class plus an
19 additional 0.25 Workweeks Worked for each Workweek Worked for those Settlement Class
20 Members whose employment ended at any point between December 21, 2017 and December
21 13, 2022, up to a maximum of 6 additional Workweeks Worked, to compensate for the waiting
22 time claim. S.A. ¶4.3. Settlement Class Members who were employed by Defendant during
23 the period from December 9, 2019 until December 13, 2022 (“PAGA Period”) will be paid a
24 proportionate share of the 25% PAGA allocation (\$7,500.00) based on the proportionate
25 number of weekly pay periods worked by the Settlement Class Member during that period.
26 S.A. ¶¶1.3, 1.13, and 3.9.

1 The average approximate Settlement Payment is \$627.86 and the highest is \$2,824.28.
2 HH Decl., ¶13. Declaration of Emilio Cofinco (“Cofinco Decl.”) ¶15. Settlement Awards will
3 be allocated twenty percent (20%) to wages and eighty percent (80%) to interest and penalties.
4 S.A. ¶4.9.

5 **B. Summary of Notice Process and Response from the Settlement Class**

6 On September 8, 2023, CPT was provided with the Class List identifying 743
7 Settlement Class Members and their last-known mailing addresses, Social Security Numbers,
8 and dates of employment. Cofinco Decl., ¶5.

9 On September 14, 2023, the Notices were mailed via U.S. first class mail, in English
10 and Spanish, to all 743 Class Members after conducting a National Change of Address
11 (NCOA) search to update addresses. *Id.* at ¶¶6 & 7. A case website was also set up. *Id.* at ¶8.
12 Ultimately, only six (6) Notice Packets were undeliverable after a skip trace. *Id.* at ¶¶9 & 10.

13 Class Members had until November 13, 2023 to submit objections, disputes, and/or
14 requests for exclusion. *Id.* at ¶7. As of August 16, 2023, CPT has not received any objections
15 or requests for exclusion. *Id.* at ¶¶11 & 13. CPT received one dispute whereby a class member
16 claimed more workweeks than what was allotted to them but the culprit was those additional
17 workweeks being excluded from the Class Period because they were for the period before
18 Cascade acquired the facility where the employee worked for Defendant BPM. *Id.* at ¶12.

19 Seven hundred forty-three (743) Participating Class Members are part of this class
20 action settlement, representing a 100% participation rate and who will be receiving 100% of
21 the Net Settlement Amount. *Id.* at ¶15. The average payment, per the administrator, to each
22 Participating Class Member is estimated at \$627.86, the highest payment is estimated at
23 \$2,824.28. *Id.*

24 **C. Timing of Payments and Uncashed Checks**

25 Defendant shall deliver the Settlement Amount to the Settlement Administrator within
26 thirty (30) days after the Effective Date. S.A. ¶4.12. The Settlement Administrator shall
27 distribute not later than fourteen (14) days after receiving the Settlement Amount from
28

1 Defendant. S.A. ¶4.13. As there are no objections, the Effective Date will be the date after ten
2 (10) calendar days have passed since the Court has entered a Final Approval Order and
3 Judgment. S.A. ¶1.11.

4 All checks for Individual Settlement Payments shall remain valid and negotiable for
5 180 days from the date of their issuance. Any checks not cashed during the 180 day period
6 after distribution shall be void, and the Participating Settlement Class Member's release shall
7 remain valid. After the 180 day period, all uncashed Individual Settlement Payments shall
8 escheat to the Unclaimed Property Fund of the Controller's office for the State of California.
9 S.A. ¶4.15.

10
11 **IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL**
12 **CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT**
13 **PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR**
14 **CLASS CERTIFICATION UNDER CODE OF CIVIL PROCEDURE § 382**

15 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable and its
16 members are too numerous for joinder to be practical; (2) the representative(s) and absent
17 class members share a community of interest and questions of law and fact common to the
18 class predominate over questions unique to individual class members; (3) the representative's
19 claims are typical of the class's claims; and (4) the representatives will fairly and adequately
20 represent the class's interests. See *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462,
21 470. Here, this Court found that the Settlement Class meets all the requirements for class
22 certification for settlement purposes when it granted preliminary approval of the Settlement
23 on August 14, 2023. No new circumstances have cast any doubt on the propriety of the
24 preliminary approval determination. HH Decl., ¶14. In fact, the reaction of the Settlement
25 Class Members to the notice of the Settlement has been entirely in support of the Settlement,
26 with not a single Class Member objecting or requesting exclusion. Cofinco Decl., ¶¶11 & 13.
27 Accordingly, this Court should confirm its conditional certification of the Settlement Class.

28 //

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1 A. **This Court Should Finally Approve the Settlement Because It Is a Fair,**
2 **Adequate, and Reasonable Compromise of Disputed Wage and Hour**
3 **Claims**

4 California courts have a strong policy in favor of settlement. See e.g., *Stambaugh v.*
5 *Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action
6 settlements involve a court approval process that exists to prevent fraud, collusion, and
7 unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court* (1980)
8 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement
9 approval, notice being given to class members, and a final fairness and approval hearing at
10 which class members have the opportunity to be heard with respect to the settlement. *Id.* Now
11 that notice has been provided to the Settlement Class Members, and the notice process is
12 complete, Plaintiffs respectfully request that the Court finally approve the Settlement as fair,
13 adequate, and reasonable.

14 1. ***The Settlement Was Reached Via Arm's-Length Bargaining***
15 ***Through Experienced Counsel and an Experienced Mediator and***
16 ***Was Based on Sufficient Information to Intelligently Negotiate a***
17 ***Fair Settlement in Light of the Claims Asserted and Risks of***
18 ***Continued Litigation***

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

 [T]he strength of Plaintiff's case, the risk, expense, 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 stage of the proceedings, the

1 experience and views of counsel, the presence of a governmental
2 participant, and the reaction of the class members to the proposed
3 settlement.

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

7 “In the context of a settlement agreement, the test is not the maximum amount Plaintiff
8 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
9 under all of the circumstances.” *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
10 250. Because settlements inherently involve compromise, even settlements providing for
11 substantially narrower relief than likely would be obtained if the suit were successfully
12 litigated can be reasonable because “the public interest may indeed be served by a voluntary
13 settlement in which each side gives ground in the interest of avoiding litigation.” *Id.* (quoting
14 *Air Line Stewards, etc., Local 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,
15 109). In addition, courts review the discovery process and information received through it to
16 aid them in assessing whether the parties sufficiently developed the claims and their
17 supporting factual bases before reaching settlement. See *Kullar v. Foot Locker Retail Inc.*
18 (2008) 168 Cal.App.4th 116, 129-31. Information is sufficient where it allows the parties and
19 the court to form “an understanding of the amount that is in controversy and the realistic range
20 of outcomes of the litigation.” See *Clark v. American Residential Services LLC* (2009) 175
21 Cal.App.4th 785, 801. This requirement exists so that the parties can provide the court with
22 “a meaningful and substantiated explanation of the manner in which the factual and legal
23 issues have been evaluated.” *Kullar, supra*, 168 Cal.App.4th at 132.

24 Here, the Settlement resulted from extensive arm’s-length settlement negotiations
25 between and among qualified and experienced counsel, with the assistance of a well-respected
26 mediator, and is fair, adequate, and reasonable for all Settlement Class Members. As
27 discussed, the parties participated in a mediation session before Mr. Scott S. Markus. HH
28 Decl., ¶10. While Plaintiffs steadfastly maintain that their claims are meritorious, they also
appreciate that there are tremendous risks that continued litigation would entail thereby

1 resulting in a loss in value under the maximum exposure analysis, as extensively briefed in
2 Plaintiffs' papers in support of Preliminary Approval.

3 First, there are risks with respect to obtaining, and maintaining, class certification for
4 trial purposes that support the fairness of the Settlement. For example, in the case of *Koval v.*
5 *Pacific Bell Telephone Co.* (2014) 232 Cal.App.4th 1050, the plaintiffs were unable to certify
6 claims for failure to provide meal and rest periods due to their inability to show that managers
7 applied allegedly illegal policies consistently on a class-wide basis. See also *Ali v. U.S.A. Cab,*
8 *Ltd.* (2009) 176 Cal.App.4th 1333, 1350. Moreover, the California Supreme Court's decision
9 in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1, makes class certification even less certain given
10 its antipathy towards using "sampling" as a basis for ascertaining class-wide liability and/or
11 damages. Accordingly, Plaintiffs would likely encounter extreme difficulty in certifying most
12 of the claims in this case because, while they may present substantial common liability issues,
13 they also give rise to individual damages issues. HH Decl., ¶15. Thus, there is a significant
14 risk that this case would not proceed to completion as a class action absent the Settlement.

15 Second, there are substantial risks with respect to establishing the merits of Plaintiffs'
16 claims. As explained in the briefing in support of the Motion for Preliminary Approval,
17 Defendant contended that it satisfied its obligations for meal and rest breaks with compliant
18 policies under *Brinker*. Moreover, engaging in the inquiry of whether any late, short, or missed
19 break was a result of employee choice or employer coercion would entail significant
20 individualized inquiries affecting class treatment of the claims. Defendant vehemently denied
21 that it engaged in any unlawful activity, failed to comply with the law in any respect, or has
22 any liability to any person or entity under the claims asserted in the lawsuit. HH Decl., ¶15.

23 Third, Defendant's defenses and the uncertainty surrounding the merits of Plaintiffs'
24 underlying claims could potentially preclude most of the penalties sought in this case. For
25 instance, Labor Code § 203 requires proof of "willful" or "knowing and intentional" Labor
26 Code violations for liability to be imposed. Thus, the existence of a good faith dispute that
27 could preclude any recovery of wages (even if the plaintiff ultimately prevails) can preclude
28 such penalties from being awarded. 8 Cal. Code Regs. §13520(a); *Road Sprinkler Fitters*

1 *Local Union No. 669 v. G&G Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 782; see also
2 *Choate v. Celite Corp.* (2013) 215 Cal.App.4th 1460 (reversing award of waiting time
3 penalties based on employer's good faith defense notwithstanding that the plaintiffs prevailed
4 on the underlying wage claims). Additionally, gross wages earned (as unpaid hourly and
5 premium wages are potentially here) are not included in the list of faults for which an
6 employee is deemed to suffer injury under Lab. Code. Sec. 226(e)(2)(B).

7 Each of these considerations bore heavily on the negotiations allowing for the
8 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
9 compromise in view of the risks of further litigation. HH Decl., ¶16. As detailed in the papers
10 supporting the Motion for Preliminary Approval, Plaintiffs carefully vetted the claims at issue
11 by reviewing policies, records and data regarding the size and makeup of the class. Thus,
12 while the risks discussed herein are far from exhaustive, they demonstrate that the Settlement
13 is fair, adequate, and reasonable in view of them.

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

18 The Net Settlement Amount will be paid to all Participating Settlement Class Members
19 based on the number of workweeks worked during the Class Period plus an additional
20 allocation to employees whose employment ended during the Class Period to compensate
21 them for their waiting time claim. S.A. ¶4.3. Such an allocation method is fair, adequate, and
22 reasonable because it correlates to the extent of harm allegedly suffered based on the asserted
23 claims. HH Decl. ¶17. All checks not cashed within 180 days shall escheat to the Unclaimed
24 Property Fund of the Controller's office for the State of California which will allow Class
25 Members to later claim any uncashed payments. S.A. ¶4.15.

26 **3. The Absence of Any Objections or Exclusion Requests Further**
27 **Confirms That the Settlement Is a Fair, Adequate, and Reasonable**
28 **Compromise of the Disputed Claims at Issue**

29 The response of class members to a settlement is relevant in evaluating whether it
30 merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Notably, the absence of objections

1 or exclusion requests supports a fairness presumption. In *7-Eleven Owners for Fair*
2 *Franchising v. Southland Corp.*, it was found that 9 objections and 80 opt-outs, from a class
3 of 5,454, showed a “particularly impressive” favorable response from class members
4 supporting final approval. (2000) 85 Cal.App.4th 1135, 1152-53. Here, none of the 743
5 Settlement Class Members opted out of the settlement. Cofinco Decl., ¶13 Notably, not even
6 a single member of the Settlement Class filed an objection to the Settlement. *Id.* at ¶11. Thus,
7 the favorable response of the Settlement Class is completely positive and further confirms that
8 the Settlement is fair, adequate, and reasonable and merits final approval.

9
10 **V. AN AWARD OF ATTORNEYS’ FEES SHOULD BE APPROVED**

11 **A. Class Counsel’s Fees Should be Approved as a Percentage of the**
12 **Total Common Fund Created for the Class**

13 Class Counsel seeks a fee award calculated as a percentage of the total value of the
14 settlement for successful prosecution and resolution of all existing claims. Both California
15 State and Federal Courts have recognized that an appropriate method in determining an
16 attorney fee award may be based on the percentage on the total value of the benefits the class
17 members receive from the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25-34 [*Serrano III*];
18 *Boeing Company v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.*
19 (9th Cir. 1977) 557 F.2d 759, 769. The purpose of this equitable doctrine is to avoid unjust
20 enrichment and to “spread litigation costs proportionately among all the beneficiaries so that
21 the active beneficiary does not bear the entire burden alone.” *Id.* at 768. The monetary benefits
22 will then be paid from a common fund.

23 The California Supreme Court endorsed a fee award as a percentage of the common
24 fund; the Court clarified “that when an attorney fee is awarded out of a common fund
25 preserved or recovered by means of litigation (internal citation omitted), the award is not per
26 se unreasonable merely because it is calculated as a percentage of the common fund.” *Laffitte*
27 *v. Robert Half Int’l. Inc.* (2016) 1 Cal. 5th 480, 486. Also “[t]hat the recognized advantages
28

1 of the percentage method...convince us that the percentage method is a valuable tool that
2 should not be denied in our trial courts.” *Id.* at 503.

3 The Common Fund Doctrine is predicated on the principle of preventing unjust
4 enrichment. When a litigant’s efforts create or preserves, or generates a fund from which
5 others derive benefits, he may require the passive beneficiaries to compensate those who
6 created the fund. Both California State and Federal Courts have embraced this Doctrine.
7 *Serrano III, supra*, at 35; *Vincent, supra*, at 769.

8 Since *Serrano III, supra*, there has been a ground swell of support for mandating the
9 percentage of the fund approach in common fund cases. Both State and Federal Court have
10 found the percentage approach preferable to the Lodestar because; (1) it aligns the interest of
11 class counsel and absent class members; (2) it encourages efficient resolution of the litigation
12 by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demand
13 on judicial resources. *In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.
14 The Ninth Circuit now routinely uses the percentage of the common fund approach to
15 determine the award of attorney fees. *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th
16 19, 30-31.

17 Collectively, Plaintiff’s counsel seeks \$297,500 which is thirty-five percent (35%) of
18 the \$850,000 Settlement Amount. Class Counsel’s request for thirty five percent of the
19 monetary fund recovered is well within the range customarily approved by California courts
20 in comparable class actions and other class actions as well as with contingency contracts
21 negotiated by plaintiffs and their counsel. “Empirical studies show that regardless of whether
22 or not the percentage method or Lodestar method is used, fee awards in class actions average
23 around one-third of the recovery.” See e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 66,
24 fn. 11; *In re California Indirect Purchases* (October 22, 1998) WL1031494 at *9 (citing *In re*
25 *Milk Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 (33 1/3% award); *In*
26 *re Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ. Case No. BC
27 0070061 (33 1/3% award); *In re Liquid Carbon Dioxide Cases* (San Diego Sup. Ct. 1996)
28 J.C.C.P. 3012 (33 1/3% award); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. November

1 14, 2007) WL 3492841 at *4 (“fee awards in class actions average around one-third of the
2 recovery.”) (*Quoting Newberg on Class Actions* § 14.6 (4th ed. 2007)).

3 In *Lealao, supra*, at 46-47, the Court indicated that in defining a “reasonable” fee in
4 representative actions, the law should “mimic the market.” The Court went on to state:

5 “Given the unique reliance of our legal system on private litigants to enforce
6 substantive provisions of law through class and derivative actions, attorneys
7 providing the essential enforcement services must be provided incentives roughly
8 comparable to those negotiated in the private bargaining that takes place in the
9 legal marketplace as it will otherwise be economic for Defendant’s to increase
10 injurious behavior. *Lealao, supra*, 82 Cal.App.4th at 46-47, and *Graciano v.*
11 *Robinson Ford Sales, Inc.* (2006) 144 Cal. App.4th 140, 163.

12 For the following reasons, awarding one-third of the gross settlement for attorney fees
13 is fair, reasonable and appropriate.

14 **B. Factors Supporting the Fee Award**

15 1. The Amount of the Settlement

16 In Class Counsel’s experience, a gross non-reversionary settlement of \$850,000 in a
17 wage and hour case for a class size of 743 is a fair, reasonable, and adequate settlement in
18 light of the asserted claims, Defendant’s defenses, and the strong possibility that the class
19 would not recover anything without this settlement. Declaration of Zorik Mooradian
20 (hereinafter “ZM Decl.”), ¶6. HH Decl. ¶6.

21 The fact that there presently are no objections, no exclusion requests, and Participating
22 Class Members are expected to be paid 100% of the value of their individual claims shows
23 that the settlement has been well received by the Class Members. Cofinco Decl., ¶¶11, 13,
24 and 15. The average amount expected to be paid amongst the 743 Participating Settlement
25 Class Members is \$627.86 and the highest estimated settlement payment is \$2,824.28. *Id.* at
26 ¶15.

27 2. The Named Plaintiff Signed a Retainer Agreement

28 Plaintiff Herrera signed a single retainer with Mooradian Law, APC. The Retainer
Agreement had language providing a maximum of forty percent (40%) in attorneys’ fees, of
course, subject to a court approval of class wide issues. The Retainer Agreement also had a
provision for recovery of costs in relation to the representation. ZM Decl. ¶7.

1 In *Lealao, supra*, 82 Cal.App.4th at 46-47, the court indicated that in defining a
2 “reasonable” fee in representative actions, the law should “mimic the market.” Here, as for
3 the representation of the individual rights of Ms. Herrera, a proposed retainer agreement for
4 recovery of fees could be thirty five percent of the gross recovery. That would be consistent
5 with the market rate, and there is no reason to believe that, if any of the other 743 class
6 members had signed an individual retainer, it would be any different. ZM Decl. ¶8.

7 In, *In re Cont’l Ill. Secs. Litig.*, Judge Posner endorsed a market-based approach to
8 evaluating fee requests, stating that the function of judges in fee litigation “is to determine
9 what the lawyer would receive if he were selling his services in the market rather than being
10 paid by court order.” (7th Cir. 1992) 962 F.2d 566, 568. In a law review article (Silver) entitled
11 “A Restitutionary Theory of Attorneys’ Fees in Class Actions (1991) 76 Cornell L.Rev. 656,
12 702-703 (it stated that the goal “is to pay attorneys on terms they would probably accept in an
13 ex ante bargain, before the outcome of litigation is known”).

14 3. The Defendant and the Class Do Not Object to the Attorney
15 Fee Agreement

16 In almost all the mediations that Mr. Mooradian has attended, a one-third to 35%
17 attorney fee percentage is generally agreed upon by the defendant and the plaintiff subject to
18 court approval. In this matter, the Parties agreed that Class Counsel may request up to 35%
19 and Defendant would not oppose the same, or \$297,500 in attorney fees. ZM Decl. ¶9.

20 Of most importance, notice was provided to each of the Settlement Class Members
21 that the attorneys would be seeking attorney fees in the amount of \$297,500 or thirty-five
22 percent of the settlement. The fact that no Settlement Class Members had any objection to the
23 settlement or any of its terms to date, speaks pretty strongly to the notion that class members
24 are extremely happy with the settlement. ZM Decl. ¶10.

25 Here, it is beyond any reasonable dispute that, if class counsel had been able to
26 negotiate directly with the class members, the class would have found that a thirty-five percent
27 fee arrangement was eminently reasonable. ZM Decl. ¶11.

28 //

4. The Contingent Risk Factor

For Class Counsel, the fees in this case are entirely contingent in nature. As the 9th Circuit noted, class counsel who take a case on a contingency basis bears a “double contingency: first they must prevail on the class claims, and then they must find some way to collect what they win.” *Torrissi v. Tucson Elec. Power Co.* (9th Cir. 1993) 8 F.3d 1370, 1377. The fees received from one case, are often used to finance and move forward other cases that have failed and bring in revenue for counsel. ZM Decl. ¶12.

C. The Lodestar/Multiplier Cross-Check

Even though class counsel is requesting fees with the percentage of the benefit approach, some courts nevertheless use a Lodestar/Multiplier cross check to confirm the fees’ reasonableness. *Lealao v. Beneficial California, Inc.*, *supra*, 82 Cal.App.4th 19-45; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051. The Lodestar Analysis (Lodestar-Multiplied Method) begins with a calculation of time spent in reasonable hourly compensation of each attorney and paralegal who worked on the case and then to compensation counsel for risk, quality and result, courts commonly apply a “multiplier” to the Lodestar in awarding attorney fees.

The first step is to determine the Lodestar individually for each attorney and/or paralegal that has worked on the case and is claiming fees. The Lodestar analysis for each attorney appears in their own Declaration(s) and any fee and cost ledger attachments, which is summarized below:

Attorney(s)	Billable Rate(s)	Hours	Lodestar
Zorik Mooradian ZM Decl., ¶13, Exh. 1	\$650.00	99.2	\$50,940
ZM anticipated – <i>Id.</i>	\$650.00	5	\$3,250
Haik Hacopian HH Decl., ¶18, Exh. 2	\$450.00	113.2	\$50,940
HH anticipated – <i>Id.</i>	\$450.00	5	\$2,250

James R. Hawkins Declaration of James R. Hawkins (hereinafter "JH Decl."), ¶12	\$900	20	\$18,000
Isandra Fernandez JH Decl., ¶12	\$850	65	\$55,250
Kacey Cook JH Decl., ¶12	\$475	15	\$7,125
Anthony Draper JH Decl., ¶12	\$475	9	\$4,275
Ms. Whitson (paralegal) JH Decl., ¶12	\$200	15	\$3,000
Total Present and Anticipated Lodestar		346.40	\$208,570

In this matter, the total present and anticipated lodestar tallies to \$208,570 and results in the requested \$297,500 fee award after the application of a modest 1.43 multiplier. HH Decl., ¶19. Counsel's lodestar, to the extent higher Laffey Matrix Rates are applied, should readily exceed the requested fee award.

D. A Lodestar Multiplier of 1.43 is Reasonable

"It is an established practice in the private legal market to reward attorneys for taking the risk of non-payment by paying them a premium over their normal hourly rates for winning contingency cases." *Fischell v. Equitable Life Assur. Society of U.S.* (9th Cir. 2002) 307 F.3d 997, 1008. In the Ninth Circuit, a lodestar amount is "routinely enhanced...to reflect the risk of non-payment in common fund cases." *Craft v. County of San Bernardino* (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6); *Morgret v. Applus Tech., Inc.* (E.D. Cal. Jun. 1, 2015) Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at *17 (awarding multiplier of 3.9, "which is within the range typically awarded in the Ninth Circuit."); *Torchia v. W.W. Grainger, Inc.* (C.D. Cal. Dec. 29, 2014) 304 F.R.D. 256, 277 (Thurston, J.) (awarding multiplier of about 3.6).

Here, the lodestar multiplier of approximately 1.43 is well within the range of reasonableness, as has been held by numerous courts, especially in light of the significant work performed in this case and the efficiency with which it was done.

E. Attorneys Fees v. Class Benefit

While it's generally true that the greater the attorney fees, the less funds there will be for distribution to class members as damages, nevertheless, a balance must be achieved. In the instant matter, the class got a very balanced and fair settlement. Given the strengths and weaknesses of the case, they will be receiving a fair sum of money. The results and the case law support that the settlement was fair, reasonable and adequate. The class had an affirmative response to the settlement, where there was not a single objection or exclusion request. In light of the favorable settlement, giving more money to the class after an excellent settlement had been achieved punishes the attorneys without whom such a settlement would not have been attained but for the efforts of good lawyering. Punishing lawyers when they do well is potentially sending the wrong message and serves as a disincentive and unjustly enriches the class that has already received a fair and adequate amount of benefits. ZM Decl. ¶14.

VI. PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE APPROVED

Class Counsel has incurred \$18,330.35 in total costs which is less than the \$25,000 maximum contemplated per the Settlement Agreement and is the amount that Plaintiff is requesting the Court approve. S.A. ¶3.6. All costs are necessary and reasonable, as reflected by the itemized cost ledgers. ZM Decl., ¶13, Exh. 1 (\$14,655.00); HH Decl., ¶18, Exh. 2 (\$635.34); JH Decl., ¶15, Exh. 1 (\$3,040.01).

VII. THIS COURT SHOULD FINALLY APPROVE PLAINTIFFS' REQUESTED ENHANCEMENT AWARDS BECAUSE THEY ARE FAIR, ADEQUATE, AND REASONABLE IN VIEW OF PLAINTIFFS' EFFORTS AND THE RISKS THAT THEY ASSUMED IN THIS LITIGATION ON BEHALF OF THE CLASS

Courts routinely approve enhancement awards to compensate named Plaintiff(s) for the services they provide and the risks they incur during class action litigation. See, e.g., *Bell*

1 v. *Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding “service payments”
2 to named Plaintiff for their efforts in bringing the case); see also *Van Vranken v. Atlantic*
3 *Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving a \$50,000 incentive payment).

4 Here, pursuant to the Settlement, Plaintiffs seek Enhancement Awards totaling
5 \$20,000, or \$10,000 to each Plaintiff. S.A. ¶3.8. This request is a reasonable portion of the
6 Settlement Amount given Plaintiffs’ efforts in litigating this case and the risks they undertook
7 on behalf of the class members. See, e.g., *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938,
8 977 (affirming that courts should consider “the actions the plaintiff has taken to protect the
9 interests of the class, the degree to which the class has benefitted from those actions, the
10 amount of time and effort the plaintiff expended in pursuing the litigation and reasonable
11 fear[s of] workplace retaliation”).

12 Plaintiffs’ proposed Enhancement Award in proportion to the Settlement Amount and
13 standing alone is well within the range of reasonable. Each requested Enhancement Award
14 represents only 1.2% of the Settlement Amount, or 2.4% jointly. See, e.g., *Bond v. Ferguson*
15 *Enters., Inc.* (E.D.Cal. June 30, 2011) Civ. No. 1:09–1662 OWW MJS, 2011 WL 2648879, at
16 *2, 15 (approving an \$11,250 incentive award to each of the two named Plaintiffs); *Ross v.*
17 *U.S. Bank Nat’l Ass’n* (N.D. Cal. Sept. 29, 2010) Civ. No. 3:07–2951 SI, 2010 WL 3833922,
18 at *3 (approving an award of \$20,000 to each of four named Plaintiffs based on their
19 contributions to litigation and the risk that being a class representative would harm their
20 reputation); *Glass v. UBS Fin. Servs.* (N.D. Cal. Jan. 26, 2017) No. C-06-4068 MMC, 2007
21 WL 221862, at *17 (finding “requested payment of \$25,000 to each of the named plaintiffs is
22 appropriate” in wage and hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D.
23 Cal. Apr. 22, 2010) No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (“Numerous
24 Court in the Ninth Circuit and elsewhere have approved Enhancement Awards of \$20,000 or
25 more where, as here, the class representative has demonstrated a strong commitment to the
26 class”).
27
28

1 Plaintiff Laura Herrera and Valerie Chavez have also spent a great deal of time
2 assisting in the prosecution of this action, which deserves compensation. See e.g., *In re Cont'l*
3 *Ill. Sec. Litig.* (7th Cir.1992) 962 F.2d 566, 571 (“Since without a named plaintiff there can
4 be no class action, such compensation as may be necessary to induce him to participate in the
5 suit...”). It is important that Ms. Herrera and Ms. Chavez are paid a fair amount for their
6 services to the class and out of 743 employees they are the only ones that stepped forward and
7 then stuck with their cases for an extended period. If it was not for them, the \$850,000
8 settlement would not have been obtained for the class. ZM Decl. ¶15. JH Decl. ¶14.

9 Plaintiff Herrera has put a significant amount of time into this case spanning a period
10 of nearly four years. Ms. Herrera has participated in three in-person meetings with her
11 attorneys as well as numerous telephonic conferences speaking to her attorneys and their staff.
12 Ms. Herrera has spent time looking for documents, speaking to other employees about the
13 lawsuit and has spent time reviewing the settlement agreement as well as her declaration.
14 Declaration of Laura Herrera, ¶6. In total, Ms. Herrera estimates that she has spent
15 approximately 13 hours participating in this case. *Id.* at ¶7.

16 Moreover, by the filing of this lawsuit, Plaintiffs subjected themselves to the risk of
17 retaliation both by current and potential future employers who may learn of the lawsuit. See,
18 e.g., *Marlo v. United Parcel Service, Inc.* (9th Cir. 2015) 600 Fed.Appx. 551 (awarding
19 significant verdict to a former UPS employee who terminated in retaliation for filing a class
20 action lawsuit against his employer, UPS).

21 Significantly, after receiving Class Notice, including notice of the proposed
22 Enhancement Award to Plaintiff, not a single Class Member objected to these proposed
23 awards of \$10,000 to each Plaintiff. Cofinco Decl. ¶11. Also, Plaintiffs are agreeing to a
24 general release of all claims which must be assigned additional value. Accordingly, the \$5,000
25 Enhancement Award to each Plaintiff is appropriate and justified as part of the Settlement.

26 //

27 //

1 **VIII. THE PAGA ALLOCATION AND PAYMENTS SHOULD BE APPROVED**

2 Pursuant to the terms of the Settlement Agreement, \$30,000.00 of the Settlement
3 Amount, is to be allocated for the PAGA claim with \$22,500.00 (75%) payable to the LWDA
4 and \$7,500.00 (25%) payable to the Settlement Class. S.A. ¶3.9. This is a fair amount given
5 the nature of the claims and the strengths and weaknesses advanced by the parties regarding
6 this claim, as elaborated upon in the Preliminary Approval Motion. Plaintiffs have also
7 provided notice of the proposed PAGA settlement to the LWDA. HH Decl. ¶12.

8
9 **IX. THE ADMINISTRATION FEE SHOULD BE APPROVED**

10 The administration fee is fair. CPT's charge for services rendered to perform its duties
11 and responsibilities pursuant to the terms of the settlement is \$11,000.00 which is to be paid
12 from the Settlement Amount. This includes all costs incurred to date, as well as estimated
13 costs for completing the administration and disbursement of the settlement. Cofinco Decl.,
14 ¶17.

15
16 **X. CONCLUSION**

17 For the reasons stated herein, this Court should grant Plaintiffs' Motion in its entirety
18 and adopt the [Proposed] Order Granting Final Approval of Class Action Settlement submitted
19 concurrently herewith.

20
21 Dated: January 31, 2024

MOORADIAN LAW, APC
JAMES HAWKINS APLC

23 By: /s/Haik Hacopian

24 Zorik Mooradian, Esq.,
25 Haik Hacopian, Esq.,
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27 Attorneys for Plaintiffs individually and on
28 behalf of other persons similarly situated
and other aggrieved employees