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6 Attorneys for Plaintiffs DARLENE TORRES,  
LEANNA RUVALCABA, and MARCELLA  
7 BERNAL and the Class

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

DARLENE TORRES, LEANNA  
RUVALCABA, and MARCELLA BERNAL,  
individually, and on behalf of all others  
similarly situated,

Plaintiffs,

vs.

MONETARY MANAGEMENT OF  
CALIFORNIA, INC., a foreign Corporation;  
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09917

*[Assigned for all purposes to the Hon. William F.  
Highberger, Dept. 10]*

**COMPLEX CLASS ACTION**

**PLAINTIFFS' NOTICE OF MOTION AND  
UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS AND PAGA  
ACTION SETTLEMENT;**

**PROOF OF SERVICE**

Date: June 30, 2023

Time: 11:00 a.m.

Dept: 10

*[Filed concurrently with Declaration of Taras  
Kick, Esq.; Declarations of Plaintiffs Darlene  
Torres, Leanna Ruvalcaba, and Marcella  
Bernal; Declaration of Lindsay Kline Regarding  
Notice and Settlement Administration]*

Complaint filed: March 12, 2021

FAC filed: June 9, 2022

Trial date: None set

1           **TO THE HONORABLE COURT AND ALL PARTIES AND THEIR ATTORNEYS:**

2           **PLEASE TAKE NOTICE** that on June 30, 2023, at 11:00 a.m. in Department 10 of this  
3 Court, or as soon thereafter as the matter as the matter may be heard, Plaintiffs Darlene Torres, Leanna  
4 Ruvalcaba, and Marcella Bernal (“Plaintiffs”) respectfully move this Court for an order that:

5           1. Finally approves of the proposed class action settlement described herein and as set forth  
6 in the parties’ Stipulation for Class Action Settlement (“Settlement,” “Settlement Agreement” or  
7 “SA”), on the grounds that the Settlement is fair, reasonable and adequate for all Class Members;

8           2. Finally certifies and binds the Class for settlement purposes only;

9           3. Finds that the Court-approved Class Notice distributed to the Settlement Class pursuant  
10 to the Court’s January 17, 2023 Order granting preliminary approval constituted the best notice  
11 practicable under the circumstances;

12           4. Orders Defendant to remit payment of \$1,500,000 to the Settlement Administrator;

13           5. Orders the Settlement Administrator to distribute \$37,500.00 to the California Labor and  
14 Workforce Development Agency (“LWDA”) for penalties pursuant to the Labor Code Private  
15 Attorneys General Act of 2004 (“PAGA”); and to distribute \$12,500.00 in PAGA penalties to PAGA  
16 Employees;

17           6. Approves the award of Class Representative Service Awards of \$7,500.00 each to  
18 Plaintiffs Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal, totaling \$22,500.00.00, for their  
19 time and effort in representing the Class and orders the Settlement Administrator to distribute the  
20 awards to Plaintiffs Torres, Ruvalcaba, and Bernal; and

21           7. Approves Class Counsel’s Attorneys’ Fees Award in the amount of \$500,000 or one-  
22 third (33-1/3%) of the total recovery and orders the Settlement Administrator to distribute the fee  
23 award to The Kick Law Firm, APC, and \$8,803.65 for reimbursement of costs incurred by Class  
24 Counsel in connection with the prosecution of this action, and to distribute \$11,000.00 in Settlement  
25 Administration Costs to itself, Simpluris, Inc.

26           Plaintiffs shall also request that this Court enter a Final Judgment, which includes a provision  
27 for this Court’s retention of jurisdiction over the parties to enforce the terms of the judgment.  
28

1        This Motion is made pursuant to Rules of Court, Rules 3.764, 3.766, and 3.769, and Code of  
2 Civil Procedure section 382, and is based on this Notice, the attached Memorandum of Points and  
3 Authorities, the accompanying Declaration of Taras Kick and exhibits thereto, the Declaration of  
4 Lindsay Kline Regarding Notice and Settlement Administration, the Declarations of Darlene Torres,  
5 Leanna Ruvalcaba, and Marcella Bernal, the complete files and records of this case, and any other  
6 evidence or oral argument which may be considered by the court at the time of the hearing.

7  
8 Dated: June 5, 2023

Respectfully submitted,  
THE KICK LAW FIRM, APC

9  
10 By: /s/ Taras Kick  
11 Taras Kick  
12 Greg Taylor  
13 Attorneys for Plaintiffs Darlene Torres,  
14 Leanna Ruvalcaba, and Marcella Bernal  
15 and the Class  
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND SUMMARY**

3 This Motion seeks final approval of a wage and hour class and representative action  
4 Settlement. Plaintiffs Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal (“Plaintiffs”) brought  
5 this action, on behalf of themselves and all others similarly situated, against Defendant Monetary  
6 Management of California, Inc. (“Defendant”). Plaintiffs allege that they, along with their fellow  
7 Class Members and PAGA Employees, were deprived of certain rights afforded to them by the Labor  
8 Code during their employment with Defendant. Defendant denies any wrongdoing.

9 The proposed Settlement was reached through arm's-length negotiations with the assistance  
10 of an experienced wage and hour mediator, culminating in the acceptance of a mediator’s  
11 recommendation. (*See* concurrently filed Declaration of Taras Kick [“Kick Declaration”], ¶ 13.) A  
12 true and correct copy of the fully executed Stipulation for Class Action Settlement (“Settlement,”  
13 “Settlement Agreement,” or “SA”) is attached as **Exhibit 1** to the Kick Declaration.

14 This Court granted preliminary approval of the proposed Settlement, as amended by the  
15 addition of a Court-ordered Codicil, in an Order dated January 17, 2023, and conditionally certified  
16 the following Settlement Class: “All current or former non-exempt employees who were employed  
17 by Defendant in California during the period from March 12, 2017, through January 17, 2023 (“Class  
18 Period”).”<sup>1</sup> (*See* Order Granting Unopposed Motion for Preliminary Approval of Class and PAGA  
19 Action Settlement [“Preliminary Approval Order”], ¶ 1.) The Court preliminarily found the terms of  
20 the Settlement to be “within the range of fairness, adequacy, and reasonableness of a settlement that  
21 ultimately could be granted final approval by the Court at the final approval hearing.” (*Id.*) The Court  
22 granted conditional certification of the Class and found for purposes of settlement “that the proposed  
23 Class is ascertainable and presents a sufficiently well-defined community of interest in questions of  
24 law and fact.” (*Id.*)

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27 <sup>1</sup> The Settlement provides that the Class Period, or Claims Period, is “the period from March 12, 2017, to the  
28 point in time where the class Workweeks reach 71,500, or until the Court grants preliminary approval of the  
Agreement, whichever occurs first.” (SA, ¶ VII.1(e).) To date, the Class Members have worked a total of  
65,177 Workweeks. (Simpluris Decl., ¶ 6.) Thus, the applicable end date is January 17, 2023, the date of  
preliminary approval.

1 In its Order, the Court also appointed Simpluris, Inc. (“Simpluris”) as the Settlement  
2 Administrator (*Id.*, ¶ 5); approved the proposed Class Notice as to form and content (*Id.*, ¶ 9); and  
3 found that the forms and methods of giving notice prescribed in the Settlement Agreement constitute  
4 the best notice practicable under the circumstances, and constitute valid, due and sufficient notice to  
5 all Class Members (*Id.*) The Court further found that the forms and methods of giving notice to Class  
6 Members comply fully with the requirements of California Code of Civil Procedure section 382,  
7 California Civil Code section 1781, California Rules of Court, Rules 3.766 and 3.769, the California  
8 and United States Constitutions and other applicable law. (*Id.*) The Court ordered the Parties and  
9 Simpluris to distribute the Notice to the Class Members and ordered the Parties “to carry out the  
10 proposed Settlement according to the terms of the Agreement.” (*Id.*, ¶¶ 10-11.)

11 Plaintiffs can now report that the notice program ordered by this Court has been successful,  
12 and Plaintiffs therefore present the matter for final approval. As evidenced by the contemporaneously  
13 filed Declaration of Lindsay Kline, notice of the proposed Settlement was mailed by Simpluris to 799  
14 unique Class Members, with a 99.24% successful deliverable rate. (*See* Declaration of Lindsay Kline  
15 Regarding Notice and Settlement Administration [“Simpluris Decl.”], ¶¶ 8-9.)

16 No Class Member has objected to any aspect of the proposed Settlement. (*Id.*, ¶ 12.) No Class  
17 Member has disputed any aspect of the workweeks or pay periods. (*Id.*, ¶ 13.) Finally, there was  
18 only one timely opt-out request, and one which was reported by Simpluris as untimely. (*Id.*, ¶  
19 11. Therefore, if these numbers do not change, if this Court approves the proposed Settlement in full,  
20 798 Settlement Class Members will be paid their portion of the Net Settlement Amount averaging  
21 \$1,137.46, including a highest estimated payment of \$4,253.50. (*Id.*, ¶¶ 14-16.) This is in addition to  
22 359 PAGA Employees receiving their proportionate share of \$12,500.00 in PAGA penalties, with an  
23 estimated average PAGA Settlement Payment of \$34.82 and the highest estimated payment of \$85.84.  
24 (*Id.*, ¶ 17.)

25 In sum, the proposed settlement of this class action is an excellent result for class members,  
26 and Class Members’ reaction to it to date has been overwhelmingly favorable. For these reasons, and  
27 in keeping with the points and authorities below, Plaintiffs respectfully request this Court enter a Final  
28 Approval Order and an accompanying Final Judgment that: (1) finally approves the Settlement; (2)

1 finally certifies and binds the Class to the Settlement; (3) directs payments to Participating Class  
2 Members; (4) directs payments to the Settlement Administrator; (5) directs payment to the named  
3 Plaintiffs; and, (6) directs payments to Class Counsel, all in accordance with Settlement terms.

## 4 **II. FACTUAL AND PROCEDURAL BACKGROUND**

### 5 **A. The Parties**

6 Monetary Management of California, Inc. (“Defendant” or “Money Mart”) is a payday lender,  
7 which, at all times relevant herein, conducted business in Los Angeles County, California. Plaintiffs  
8 worked for Money Mart during the Class Period. Specifically, Plaintiff Ruvalcaba worked as a non-  
9 exempt Customer Service Representative for Money Mart from June 2018 until March 2021. (*See*  
10 Declaration of Leanna Ruvalcaba filed in support of Plaintiffs’ Motion for Final Approval  
11 [“Ruvalcaba Decl.”], ¶ 4.) Plaintiff Marcella Bernal worked as a non-exempt Assistant Store Manager  
12 and Customer Service Representative for Money Mart from August 2017 to October 2022. (*See*  
13 Declaration of Marcella Bernal [“Bernal Decl.”], ¶ 4.) Plaintiff Darlene Torres worked as a non-  
14 exempt Customer Service Representative for Money Mart from March 2018 to September 2022. (*See*  
15 Declaration of Darlene Torres [“Torres Decl.”], ¶ 4.)<sup>2</sup>

### 16 **B. Procedural History**

17 On December 17, 2020, Plaintiffs submitted a PAGA Notice to the Labor and Workforce  
18 Development Agency (“LWDA”) and to Defendant, Case No. LWDA-CM-815829-20, pursuant to  
19 the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), alleging Defendant  
20 violated various provisions of the California Labor Code and IWC Wage Orders. (Kick Decl., ¶ 8,  
21 Ex. 2.)

22 On March 12, 2021, Plaintiffs filed the initial PAGA-only complaint against Defendants on  
23 behalf of themselves and others similarly aggrieved to recover civil penalties pursuant to California  
24 Labor Code §§ 2698, *et seq.* (“PAGA”) for Defendants’ alleged Labor Code violations. On June 9,  
25 2022, Plaintiff filed the operative First Amended Complaint (“FAC”), alleging: 1) failure to pay

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27 <sup>2</sup> Plaintiffs and Money Mart stipulated that former defendant DFC Global Corp. was not Plaintiffs’  
28 employer and requested dismissal of the entity without prejudice, which was granted on June 2, 2022.  
The dismissal of DFC Global Corp. did not lower the dollar amount of the proposed Settlement. (Kick  
Dec., ¶ 14.)

1 minimum wage; 2) failure to pay overtime wages; 3) failure to provide meal periods; 4) failure to  
2 provide rest periods; 5) failure to indemnify employees for necessary business expenses; 6) failure to  
3 provide accurate itemized wage statements; 7) failure to timely to pay all wages due at separation;  
4 and 8) unfair and unlawful business practices in violation of Bus & Prof. Code § 17200, *et seq.* (UCL);  
5 9) failure to pay timely wages during employment 10) failure to maintain required records; 11) failure  
6 to comply with other Labor Code provisions specified in PAGA Notice; and 12) violation of PAGA.

7 Defendants have denied, and continue to deny, any liability and wrongdoing of any kind  
8 associated with any of the allegations in the Action. (SA, ¶ VI.)

9 **C. Investigation and Discovery, Settlement Negotiations, and Preliminary Approval.**

10 Prior to attending private mediation, the Parties engaged in substantial informal discovery and  
11 Plaintiffs gathered the facts and data necessary to reach a fair and reasonable settlement. (Kick Decl.,  
12 ¶¶ 11-12.) Among other things, Plaintiffs received and reviewed hundreds of pages of documents and  
13 data, including Defendant’s written policies and a detailed sample of its non-exempt employees’  
14 timekeeping and payroll records for 111 employees, comprising approximately 15% of the Class.  
15 (*Id.*) Class Counsel retained an economic expert specializing in analysis of California wage and hour  
16 issues, Berger Consulting Group, which then analyzed the data and created a damages model. (*Id.*)  
17 Class Counsel carefully considered the class claims at issue and its expert’s analysis of Defendant’s  
18 sample of time and payroll data. (*Id.*)

19 Based on good faith meet and confer efforts, the Parties agreed to proceed to mediation with  
20 Marc Feder, Esq., an experienced wage and hour mediator. (*Id.*, ¶ 13.) On October 21, 2021, the  
21 Parties attended a neutral mediation with Mr. Feder. (*Id.*) Based on Plaintiffs’ substantial investigation  
22 and analysis, Class Counsel was able to act intelligently and effectively in negotiating at arm’s-length  
23 and evaluating the mediator’s recommendation. (*Id.*) Thereafter, the Parties continued to negotiate at  
24 arm’s-length to finalize the terms of the long-form Settlement Agreement. (*Id.*, Ex. 1.)

25 On May 17, 2022, Plaintiffs filed an Unopposed Motion for Preliminary Approval of Class  
26 Action Settlement (“MPA”). The motion was subsequently refiled on July 5, 2022, and again on  
27 December 21, 2022, following the transfer of this case to the Complex Division of the Los Angeles  
28 Superior Court. (*Id.*, ¶ 14.)

1 On January 17, 2023, the Court granted preliminary approval, subject to certain minor  
2 modifications. (*Id.*, ¶ 15.) Specifically, the Court instructed the Parties to add a Codicil to the  
3 Settlement Agreement, stipulating that payment to Class Counsel will be disbursed within 30 business  
4 days after Simpluris' receipt of settlement funds and that Simpluris will utilize the NCOA to ensure  
5 the accuracy of addresses before mailing the Class Notice. (*Id.*) The Court also instructed the Parties  
6 to update the courthouse name, address, and department on the Class Notice prior to mailing. (*Id.*)  
7 Lastly, the Court confirmed that Class Counsel may list \$20,000 in litigation costs on the Class Notice  
8 and request this amount upon final approval. Thereafter, the Parties promptly added the Court-ordered  
9 Codicil to the last page of the Settlement and completed each of the requested changes to the Class  
10 Notice prior to its distribution to the Class Members. (*Id.*, ¶ 15, Ex. 1.)

### 11 **III. SUMMARY OF PROPOSED SETTLEMENT AGREEMENT**

#### 12 **A. Settlement Amount and Funding after Final Judgment.**

13 Defendant has agreed to pay a gross settlement amount of \$1,500,000 to fund all payments  
14 pursuant to the Settlement, including: Class Settlement Payments for wages, penalties, and interest;  
15 proposed Class Representative Service Awards, subject to Court approval; Attorneys' Fees and Costs  
16 to Class Counsel, as approved by this Court; Settlement Administration Costs; and an allocation for  
17 penalties under PAGA (the "PAGA Penalties"). (Kick Decl., Ex. 1, SA, ¶ VII.1(t).) In the Settlement  
18 Agreement, the "Settlement Fund" is the actual amount to be paid by Defendant, as there is no  
19 requirement for Class Members to submit claim forms. (*Id.*, ¶ VII.7.) Defendant will deposit the  
20 Settlement Fund with the Settlement Administrator within thirty (30) days of the Effective Date. (*Id.*,  
21 ¶ VII.9(a).) Defendant will pay the employer's payroll tax obligations on the wage portion of Class  
22 Settlement Payments ("Employer Taxes") separately and in addition to the Settlement Fund. (*Id.*, ¶  
23 VII.1(t), VII.19(b).)

#### 24 **B. No-Claim Form Settlement Binding on Parties.**

25 Participating Class Members and PAGA Employees are not required to opt in or submit claim  
26 forms to receive their distribution from the Net Settlement Amount. (*Id.*, ¶ VII.17(a), (c).)

#### 27 **C. Release.**

28 After Defendant remits the Settlement Fund in full to the Settlement Administrator, Plaintiffs

1 and Participating Class Members shall be deemed to have released the Released Parties of all Released  
2 Claims arising during the Class Period. (*Id.*, ¶ VII.3.) At that time, PAGA Employees and the LWDA  
3 also release the Released Parties of all claims for penalties under the California Private Attorney  
4 General’s Act, California Labor Code § 2698, *et. Seq.*, arising from Plaintiffs’ LWDA letter, dated,  
5 December 17, 2020, and/or alleged in the Complaint during the PAGA Period. (*Id.*, ¶ VII.4.)

6 As defined in the Settlement, Released Claims includes “all claims alleged in the Complaint  
7 or arising out of the facts alleged in the Complaint, whether known or unknown, whether for violation  
8 of any state or federal constitution, statute, rule, regulation, including the California Labor Code and  
9 the California Wage Orders, whether for economic damages, restitution, penalties, liquidated  
10 damages, or interest [...]” (*Id.*, ¶ VII.3.) In addition to the release made by Class Members, Plaintiffs  
11 shall further be deemed to have released the Released Parties of a General Release, including by  
12 waiver of California Civil Code section 1542. (*Id.*, ¶ VII.5.)

13 **D. Net Settlement Amount and Settlement Payments to Participating Class Members.**

14 The Net Settlement Amount (“NSA”) will be calculated by deducting from the Settlement  
15 Fund the following: (i) Class Counsel’s attorneys’ fees and costs, (ii) the Class Representative Service  
16 Awards, (iii) the PAGA Penalties, and (iv) the fees and expenses of the Settlement Administrator.  
17 (*Id.*, ¶ VII.1(l).) Under the Settlement, each Participating Class Member will be entitled to payment  
18 of a pro-rata portion of the Net Settlement Amount. (*Id.*, ¶¶ VII.6(b), VII.7.) Class Settlement  
19 Payments will be calculated based on the number of workweeks that each Class Member worked  
20 during the Class Period, according to Defendant’s records. (*Id.*, ¶ VII.13(a)(ii).) Each Class  
21 Settlement Payment will be allocated as 20% wages and 80% penalties. (*Id.*, ¶ VII.8.) PAGA  
22 Payments will be characterized as only penalties. (*Id.*)

23 **E. PAGA Payment to the LWDA and PAGA Employees.**

24 From the Settlement Fund, \$50,000 is allocated to the PAGA Claim. From this amount,  
25 \$37,500.00 (75%) will be paid to the LWDA, and the remaining \$12,500.00 (25%), will be distributed  
26 proportionally among the PAGA Employees based on the number of weeks each employee worked  
27 between January 6, 2020, and January 17, 2023 (“the PAGA Period”). (*Id.*, ¶¶ VII.1(n), VII.13(a)(i).)  
28 Defendant’s records will be presumed accurate, subject to any objections or disputes regarding the

1 number of pay periods. (*Id.*)

2 PAGA Payments will be characterized as only penalties and shall be paid without deductions.  
3 (*Id.*, ¶ VII.8.) All PAGA Employees will be paid a pro rata PAGA Payment and may not opt out of  
4 the PAGA Settlement. (*Id.*, ¶ VII.13(b).)

5 **F. Settlement Checks Void at 180 Days.**

6 No money will revert to Defendant under any circumstances. If any Individual Settlement  
7 Payment check remains uncashed after one hundred eighty (180) days from the date the check is  
8 issued, such check(s) will be cancelled. (*Id.*, ¶ 9.D.) Thereafter, the funds represented by any uncashed  
9 checks shall be deposited with the State Controller of the State of California, pursuant to applicable  
10 law. Such funds will not be remitted to the Department of Industrial Relations. Class Members who  
11 fail to cash their check(s) within the specified time limit shall remain bound by the Settlement and its  
12 releases. (*Id.*)

13 **IV. THE SETTLEMENT ADMINISTRATION PROCESS**

14 On January 24, 2023, Simpluris received the Court-approved Notice of Proposed Class Action  
15 Settlement (“Notice Packet” or “Class Notice”). (Simpluris Decl., ¶ 5.)

16 On February 15, 2023, Defense Counsel provided Simpluris with a mailing list (“Class List”)  
17 containing contact information and dates of employment for all Class Members and PAGA  
18 Employees. The Class List contained data for seven hundred and ninety-nine (799) Class Members.  
19 (*Id.*, ¶ 6.) The mailing addresses contained in the Class List were processed and updated utilizing the  
20 National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. (*Id.*, ¶ 7.)  
21 From the Class List, 359 individuals were identified as PAGA Employees, who worked during the  
22 PAGA Period from January 6, 2020, through January 17, 2023. (*Id.*, ¶ 17.)

23 On March 20, 2023, Class Notice was mailed to seven hundred and ninety-nine (799) Class  
24 Members with addresses contained in the Class List via First Class mail or updated via the NCOA  
25 search. (*Id.*, ¶ 8.) A total of 60 Class Notices were returned as undeliverable. (*Id.*, ¶ 9.) For those  
26 returned without a forwarding address, Simpluris performed an advanced address search (i.e., skip  
27 trace), and Simpluris re-mailed a Class Notice to 44 updated addresses and promptly re-mailed  
28 Notices to the addresses located through skip tracing. (*Id.*) Ultimately, there are six (6) undeliverable

1 Class Notices, meaning Simpluris achieved a successful delivery rate of 99.24%. (*Id.*)

2 To date, Simpluris has received no objections to the Settlement, no disputes regarding  
3 workweeks or pay periods, and one timely opt out request. (*Id.*, ¶¶ 11-13.) In addition, Simpluris  
4 received one untimely opt out request. (*Id.*) In sum, the response from the Class Members regarding  
5 the Settlement has been highly positive.

## 6 **V. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT**

7 “The trial court has broad discretion to determine whether the settlement is fair. [Citation.]”  
8 (*Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 581.)<sup>3</sup> The proponent of the settlement has the  
9 burden to show that it is fair and reasonable. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th  
10 224, 245.) “‘Ultimately, the [trial] court’s determination is nothing more than an ‘amalgam of delicate  
11 balancing, gross approximations and rough justice.’” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th  
12 1794, 1801.) A presumption of fairness exists where: (1) the settlement is reached through arm’s-  
13 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act  
14 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is  
15 small. (*In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723; *7-Eleven Owners for Fair*  
16 *Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146.)

17 In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues  
18 of fact and law that underlie the dispute. (*7-Eleven, supra*, 85 Cal.App.4th at 1146.) The inquiry is  
19 not whether the settlement agreement is the best one that class members could have possibly obtained,  
20 but whether the settlement, taken as a whole, is “fair, adequate, and reasonable.” (*Chavez v. Netflix,*  
21 *Inc.* (2008) 162 Cal.App.4th 43, 55.) Even if the settlement affords relief that is substantially narrower  
22 than it would be if the case were to be successfully litigated, that is no bar to a class settlement because

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23  
24 <sup>3</sup> “It should consider relevant factors, such as the strength of plaintiffs’ case, the risk, expense,  
25 complexity and likely duration of further litigation, the risk of maintaining class action status through  
26 trial, the amount offered in settlement, the extent of discovery completed and the stage of the  
27 proceedings, the experience and views of counsel, the presence of a governmental participant, and  
28 the reaction of the class members to the proposed settlement ... Due regard should be given to what  
is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to the  
extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or  
overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a  
whole, is fair, reasonable and adequate to all concerned.’” (*Nordstrom Com. Cases* (2010) 186  
Cal.App.4th 576, 581.)

1 the public interest may indeed be served by a voluntary settlement in which each side gives ground  
2 in the interest of avoiding prolonged litigation. (*Wershba, supra*, 91 Cal.App.4th at 251.)

3 **A. The Settlement Resulted from Arm’s-Length Bargaining through Mediation After**  
4 **Extensive Investigation and Discovery**

5 The investigation and discovery conducted in this matter have been adequate to give the  
6 Plaintiffs and Class Counsel a sound understanding of the merits of their position, Defendant’s  
7 defenses, and to evaluate the reasonable value range of the claims of the Class. (Kick Decl., ¶¶ 10-  
8 12.) In the pre-mediation time period, Defendant produced a significant sample of Class Members’  
9 timekeeping and payroll records, which Plaintiffs’ economic expert analyzed and used to create a  
10 damages model prior the mediation. (*Id.*)

11 On October 21, 2021, the Parties engaged in a private mediation session with an experienced  
12 mediator, Marc Feder, Esq., which resulted in the Parties’ acceptance of a mediator’s proposal (*Id.*, ¶  
13 13.) Based on Plaintiffs’ substantial investigation and analysis, Class Counsel was able to act  
14 intelligently and effectively in negotiating at arm’s-length and evaluating the mediator’s  
15 recommendation. (*Id.*) Following the successful mediation, the Parties drafted and executed a long  
16 form agreement. (*Id.*, Ex. 1.)

17 **B. The Risks Inherent in Continued Litigation and Individual Settlement Favor Final**  
18 **Approval of the Settlement**

19 Had the Action not settled, Defendant would have challenged class certification and liability,  
20 as Defendant vigorously disputes Plaintiffs’ contentions. (Kick Decl., ¶¶ 26-27.) Plaintiffs also faced  
21 the risk Defendant would successfully argue that individualized questions of fact predominate over  
22 any common issues, and that such issues would preclude certification. (*Id.*) Defendant argued that the  
23 Class is uncertifiable due to hundreds of individual inquiries as to each Class Member’s experience  
24 with supposedly working off the clock and logging time worked. (*Id.*) Defendant would have likely  
25 argued again at trial, if any, that Plaintiffs’ claims were not appropriate for class-wide adjudication.  
26 On the other hand, Defendant also faced the risk of the Court certifying a class and allowing a jury to  
27 decide Plaintiffs’ claims on a class-wide basis. Additionally, preparation for trial would have been  
28 expensive for all Parties. (*Id.*)

1           It is preferable to reach an early resolution of a dispute because such resolutions save time and  
2 money that would otherwise go to litigation. Were litigation to proceed, there is a strong likelihood  
3 it would be protracted and contentious due to Defendant's dispute of nearly all aspects of Plaintiffs'  
4 claims. (*Id.*, ¶ 27.) As a threshold matter, if the Agreement is not approved, Plaintiffs will have to  
5 prepare and file a motion for class certification, which outcome is uncertain based on Defendant's  
6 contentions, *inter alia*, that individual questions of fact predominate, and that Plaintiffs cannot show  
7 the "willfulness" requirement for Labor Code section 203 penalties. (*Id.*) Furthermore, Plaintiffs  
8 faced the risk Defendant would successfully argue that Plaintiffs and the Class were subject to  
9 arbitration agreements and that this would preclude a class action. (*Id.*) While Plaintiffs could argue  
10 these agreements are not enforceable, Plaintiffs face the substantial risk that a Court find otherwise,  
11 precluding a class action and dramatically reducing the maximum potential value of Plaintiffs' claims.  
12 (*Id.*) If the proposed class were certified, Defendant likely would appeal certification, move for  
13 decertification, and/or move for Summary Judgment. (*Id.*) Plaintiffs believe they would prevail on  
14 the question of certification, but the risks of further litigation to absent Class Members are significant.  
15 (*Id.*)

16           To succeed on the merits, Plaintiffs would have to prove that Defendant actually engaged in  
17 the practices and policies alleged and that those practices and policies violated the law. (*Id.*, ¶ 28.)  
18 While Class Counsel believe strong evidence exists showing Defendant's liability, there remains a  
19 risk that the trier of fact might find otherwise. (*Id.*) If the case were to proceed to trial, additional  
20 discovery would be needed and the Parties would thus incur significant additional expenses, which  
21 money could go instead to fund a settlement for the benefit of the Class as a whole. (*Id.*) Moreover,  
22 discovery disputes would have certainly arisen, which would have cost the Parties additional time  
23 and money. (*Id.*) Further, regardless of which Party prevailed, appellate practice likely would ensue,  
24 further delaying any possible recovery by Class Members. (*Id.*) In other words, both Parties would  
25 likely incur substantial attorneys' fees and costs from continued litigation, likely approaching  
26 hundreds of thousands of dollars. (*Id.*) In contrast, the Settlement provides real and significant  
27 benefits for the Class Members here and now, while avoiding the further expenses, risks, and delay  
28 of prolonged litigation with only the possibility of recovery.

1 Along with determining a well-defined community of interest, courts may also evaluate “the  
2 probability that each class member will come forward ultimately to prove his or her separate claim to  
3 a portion of the total recovery and whether the class approach would actually serve to deter and redress  
4 alleged wrongdoing.” (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 434.) Here, if absent Class  
5 Members wished to seek individual legal redress from Defendant for their wage and hour claims by  
6 filing suit on their own, they could have opted out of the Settlement. (SA, ¶ VII.17(c).) Moreover,  
7 individual litigation arising from similar operative facts unduly burden the courts and may produce  
8 inconsistent results, which may be avoided here. The Settlement fund created may deter and redress  
9 the wage-and-hour violations that Defendant is alleged to have committed.

10 It would be grossly inefficient for such a large class of current and former employees to bring  
11 individual actions to recover from Defendant for the alleged wage-and-hour violations. Moreover,  
12 the potential individual recovery that could be obtained by a Class Member would not be significant  
13 enough to provide him or her with the incentive to sue. By granting final approval of the Settlement,  
14 the Court can approve a resolution that provides a certain and substantial recovery for Class Members.

15 **C. The Proposed Settlement is Fair and Reasonable.**

16 A trial court has “broad discretion” to determine “whether a settlement [is] fair and  
17 reasonable.” (*Wershba, supra*, 91 Cal.App.4th at 234-235; *In re Cellphone Fee Termination Cases*  
18 (2010) 186 Cal.App.4th 1380, 1389.) A trial court should consider relevant factors, which may  
19 include the strength of a plaintiff’s case, the risk, expense, complexity and likely duration of further  
20 litigation, the risk of maintaining class action status through trial, the amount offered in settlement,  
21 the extent of discovery completed and the stage of the proceedings, the experience and views of  
22 counsel, the presence of a governmental participant, and the reaction of the class members to the  
23 proposed settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.) The court  
24 must satisfy itself that the settlement is within the “ballpark” of reasonableness. (*Id.*, at p. 133.)

25 Here, the Settlement, which provides for a gross settlement amount of \$1,500,000, is fair,  
26 adequate and reasonable to Class Members. (Kick Decl., ¶¶ 11-13, 29.) It was reached through the  
27 mediator’s proposal put forth by experienced wage and hour mediator, Marc Feder, Esq. (*Id.*) This  
28 proposal was accepted by the Parties following the mediator’s comprehensive efforts to facilitate the

1 exchange of facts and arguments between Defendant and Plaintiffs in order to maximize the  
2 likelihood that the proposal would be accepted by both Parties. (*Id.*) Ultimately, as a result of the  
3 information and data uncovered through substantial informal discovery, case investigation, and the  
4 exchange of information in the context of mediation, Class Counsel was able to effectively evaluate  
5 the mediator's recommendation in light of the case strengths and risks. The Settlement takes into  
6 account the potential risks and rewards inherent in any case and in this matter, in particular. Moreover,  
7 considering all of the facts in this case, the Settlement represents a considerable recovery.

8         There are 798 Participating Class Members who will receive an average Class Settlement  
9 Payment currently estimated to be \$1,137.46, with a highest estimated payment of \$4,253.50.  
10 (Simpluris Decl., ¶ 16.) This is in addition to 359 PAGA Employees receiving an estimated average  
11 payment of \$34.82. (*Id.*, ¶ 17.) These are significant individual recoveries in light of the risks and  
12 costs of litigation.

13         Throughout negotiations, Class Counsel carefully considered the viability of Plaintiffs'  
14 claims, including careful analysis of potential violation rates from Defendant's sample of timekeeping  
15 and payroll data. The information they gathered, including their expert's calculations, resulted in  
16 estimates of Defendant's exposure and the potential recovery for the Class, if Plaintiffs were to prevail  
17 on each theory of liability at trial. (Kick Decl., ¶¶ 11-13.) Had this case gone to trial and Plaintiffs  
18 prevailed on all legal theories, Defendant's maximum exposure according to the consultant's analysis  
19 for underpayment of wages is approximately \$8,538,500, without penalties. (*Id.*) This means that the  
20 proposed settlement of \$1,500,000.00 is approximately 18% of the total recovery possible for unpaid  
21 wages.

22         Courts have determined that settlements are, of course, reasonable even where plaintiffs  
23 recover only a portion of their actual losses. *See, e.g., Behrens v. Wometco Enters., Inc.* (S.D. Fla.  
24 1988) 118 F.R.D. 534, 542, *aff'd*, (11th Cir. 1990) 899 F.2d 21 (“[T]he fact that a proposed settlement  
25 amounts to only a fraction of the potential recovery does not mean the settlement is unfair or  
26 inadequate.”) Indeed, “[a] settlement can be satisfying even if it amounts to a hundredth or even—a  
27 thousandth of a single percent of the potential recovery.” (*Id.*; *see also Martel v. Valderamma* (C.D.  
28 Cal. 2015) 2015 U.S. Dist. LEXIS 49830 \*17 (approving a settlement of \$75,000 when potential

1 damages were \$1.2 million, or about 6%); *In re Toys R US FACTA Litig.* (C.D. Cal. 2014) 295 F.R.D.  
2 438, 453 (approving settlement with vouchers, not cash, potentially worth a maximum of 3% if all  
3 possible claims were actually made, or \$391.5 million aggregate voucher potential where the class  
4 could have recovered \$13.05 billion); *City of Detroit v. Grinnell Corp.* (S.D.N.Y. 1972) 356 F. Supp.  
5 1380, 1386, *aff'd in part, rev'd on other grounds*, (2d Cir. 1974) 495 F.2d 448 (a recovery of 3.2% to  
6 3.7% of the amount sought is “well within the ball park.”)

7 As this Court knows, the inquiry is not whether the settlement agreement is the best one that  
8 class members could have possibly obtained, but whether the settlement, taken as a whole, is “fair,  
9 adequate, and reasonable.” (*Chavez*, 162 Cal.App.4th at 55.) The Action involves multiple complex  
10 legal issues, including Defendant’s contested liability for alleged Labor Code and UCL violations,  
11 disputed arbitration agreements, and class certification. If the proposed Agreement is not approved,  
12 the litigation could go on for several years, which would be extremely expensive and an inefficient  
13 use of judicial resources. For example, thorough and exhaustive analysis of Defendant’s timekeeping  
14 and payroll records would have been required for presentation at trial, in addition to possible analysis  
15 of field experiment recreations of the alleged off-the-clock violations. (Kick Decl., ¶ 28.) Continued  
16 litigation would also have been expensive, including the expense of expert witnesses and trial  
17 consultants, and, potentially hundreds of thousands of additional dollars in attorney fees for both  
18 sides. (*Id.*)

19 Accordingly, Class Counsel believes that \$1,500,000 represents a victory on multiple theories  
20 and commensurate with any potential recovery at trial, had Plaintiffs succeeded in certifying a class  
21 and then also prevailed at trial, which outcome is not certain. (*Id.*) Given the risks inherent in  
22 continuing to litigate, including 1) the possibility of an unfavorable, or less favorable, result at trial,  
23 2) the likely possibility that post-trial motions may similarly result in a less favorable result than at  
24 trial, and 3) the possibility of a less favorable result on appeal, with the certainty that the appeal  
25 process would be lengthy, the Agreement is a fair, adequate, and reasonable resolution for the Class  
26 as a whole. (*Id.*, ¶ 29.)

27 At the final approval stage, “[a]n allocation formula need only have a reasonable, rational  
28 basis [to warrant approval], particularly if recommended by experienced and competent class

counsel.” (*In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30.) The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believes that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members. (Kick Decl., ¶ 29.) Although the recommendations of Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appears to be competent, has experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. (4 *Newberg and Rubenstein on Class Actions* (“Newberg”) (6th ed.) § 13.59.) As such, the Court should grant final approval of the Settlement.

## **VI. PLAINTIFFS’ REQUEST FOR ATTORNEYS’ FEES AND COSTS IS REASONABLE**

Class Counsel request an award of attorneys’ fees of one-third of the Settlement Fund, which equals \$500,000. Although Class Counsel apply pursuant to the percentage-of-the-benefit methodology, the requested fee award is appropriate under both a percentage-of-the-benefit methodology, as well as under a lodestar cross-check. Defendant does not oppose this request.

### **A. Plaintiffs Request a One-Third Percentage-Based Fee Award**

California law allows the award of attorneys’ fees in class actions based on the percentage-of-the-fund method. (*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 486; *Chavez v. Netflix* (2008) 162 Cal.App.4th 43, 63 [“fees based on a percentage of the benefits are in fact appropriate in large class actions when the benefit per class member is relatively low”]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 255; *Consumer Cause v. Mrs. Gooch's Natural Food Markets* (2005) 127 Cal.App.4th 387, 397 [the common fund doctrine is “frequently applied in class actions when the efforts of the attorney for the named class representatives produce monetary benefits for the entire class”].) There is substantial authority for determining the fee award based on a percentage of the total value of the recovery. The requested fees fall well within an appropriate range under the common fund approach as it is common to award attorney’s fees to class counsel of one-third (33-1/3%) of the settlement amount or higher. (*Chavez*, at 66: “[e]mpirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”)

1 In *Laffitte*, the Supreme Court of California, in a case involving an objection to a one-third  
2 percentage based recovery in a \$19 million employment class action lawsuit, stated: “We hold further  
3 that the trial courts have discretion to conduct a lodestar cross-check on a percentage fee ... [and] *also*  
4 *retain the discretion to forego a lodestar cross-check* and use other means to evaluate the  
5 reasonableness of a requested percentage fee.” (*Laffitte*, 1 Cal.5th at 506, emphasis added.) Several  
6 courts have expressed frustration with the alternative “lodestar” approach, which usually involves  
7 wading through voluminous and often indecipherable time records. (See, e.g., *In re Activision*  
8 *Securities Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1375.) The percentage approach is  
9 preferable to the lodestar because: (1) it provides predictability to class counsel and class members;  
10 (2) encourages efficient resolution by providing an incentive for early, yet reasonable, settlement; and  
11 (3) reduces the demands on judicial records. (*Id.*, at 1378-79.) In fact, “[a] task force commissioned  
12 by the Third Circuit concluded that the lodestar approach... is a cumbersome, enervating, and often  
13 surrealistic process of preparing and evaluating fee petitions that now plagues the Bench and Bar and  
14 recommended a return to the percentage of the recovery fee formula in cases involving a settlement  
15 fund.” (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 28, citations and quotation  
16 marks omitted.) In *Lealao*, the Court of Appeal considered counsel’s efficiency and skill in bringing  
17 the case to an early resolution.

18 [T]he promptness of settlement cannot be used to justify the refusal to apply a  
19 multiplier to reflect the size of the class recovery without exacerbating the disincentive  
20 to settle promptly inherent in the lodestar methodology. Considering that our Supreme  
21 Court has placed an extraordinarily high value on settlement . . . it would seem counsel  
22 should be **rewarded, not punished**, for helping to achieve that goal....  
23 (*Id.*, at 52, citations omitted, emphasis added.) Newberg notes that the percentage methodology aligns  
24 class counsel’s interests with those of the class, rewards efficiency, and thus, decreases the social  
25 costs of litigation. (5 Newberg, § 15:65 (6th ed.) Courts should not only consider the size of the class  
26 or the amount of the recovery; instead, it should also examine the size of the individual settlement  
27 amount of each class member as an indication of counsel’s contribution to the case. (*Lealao*, 82  
28 Cal.App.4th at 53.)

Here, not only have there been no objections to any aspect of this proposed settlement, but  
Class Counsel obtained an exceptional result – a proposed settlement of \$1,500,000 for a Class of

1 798 employees.

2 **B. Analysis Pursuant to the Lodestar Methodology.**

3 Regarding the lodestar methodology, a lodestar figure is calculated by multiplying the  
4 reasonable hours expended by a reasonable hourly rate. (*Wershba v. Apple Computer* (2001) 91  
5 Cal.App.4th 224, 254.) A lodestar amount may be increased by a multiplier. (*Serrano*, 20 Cal.3d at  
6 49; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407.) “Multipliers can range from 2 to 4 or  
7 even higher.” (*Wershba*, at 255.) Class Counsel’s lodestar totals \$251,880, and this is after voluntary  
8 deductions based on business judgment. (Kick Decl., ¶¶ 6-7.)<sup>4</sup> This would mean a modest multiplier  
9 of only 1.98x to get to the requested fee of \$500,000.<sup>5</sup>

10 The reasonable hourly rate is that prevailing in the community for similar work. (*PLCM Group,*  
11 *Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095). “[I]n assessing a reasonable hourly rate, the trial court  
12 is allowed to consider the attorneys’ skill as reflected in the quality of work, as well as the attorneys’  
13 reputation and status.” (*MBNA American Bank, N.A. v. Gorman* (2006) 147 Cal.App.4th 1, 3.) The  
14 trial court may also “find hourly rates reasonable based on evidence of other courts approving similar  
15 rates.” (*Parkinson v. Hyundai Motor America* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172.) The  
16 current prevailing billing or “market” rates in the Los Angeles and Southern California area range  
17 from over \$300.00 to over \$1,000.00 per hour.<sup>6</sup> As can be seen in the Kick Declaration at Paragraph 5,

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19 <sup>4</sup> Under California law, this Court may award the attorneys’ fees without the attorneys’ timesheets *Concepcion*  
20 *v. Amscan Holdings* (2014) 223 Cal.App.4th 1309, 1324; *Raining Data v. Barrenchea* (2009) 175 Cal.App.4th  
21 1363, 1375-76 (“[t]he law is clear, however, that an award of attorney fees may be based on counsel’s  
22 declarations, without production of detailed time records”). The concurrently filed declaration of Taras Kick  
23 summarizes and categorizes the firm’s time records. Class Counsel can also provide time sheets and make  
24 them available for *in camera* review by this Honorable Court if the Court so wishes.

25 <sup>5</sup> Were this Court for some reason not to accept all of the hours or rates specified in the concurrently filed Kick  
26 Declaration, Class Counsel respectfully request a multiplier which will allow the awarded attorneys’ fees to  
27 reach the one-third of the \$1,500,000 recovery, meaning \$500,000.

28 <sup>6</sup> See, e.g., *McKnight, et al., v. Uber Technologies, Inc., et al.* 3:14-CV-05615-JST, Docket No. 148, [December  
8, 2017 attorney fee declaration citing *In re High-Tech Employee Antitrust Litig.* (N.D. Cal. Sept. 2, 2015)  
2015 WL 5158730, at \*9 (finding reasonable “billing rates for partners [that] range from about \$490 to \$975  
... billing rates for non-partner attorneys, including senior counsel, counsel, senior associates, associates, and  
staff attorneys, [that] range from about \$310 to \$800...”]; *Bickley v. CenturyLink, Inc.* (C.D. Cal. Nov. 29,  
2016) No. CV 15-1014-JGB (ASX), 2016 WL 9046911, at \*3-4 [finding six years ago attorneys’ fee requests  
of up to \$750 per hour reasonable and in line with the prevailing rate in the District].). In *Bickley*, a billing  
survey was submitted from 2013 listing the rates for partners and associates from large law firms, noting that  
those rates ranged from a low of \$515/per hour for associates to \$1,220/per hour for partners. (*Id.*, at ¶ 4.) The  
majority of the rates for partners were between \$700 and \$1000 per hour. (*Ibid.*)

1 the rate sought here has been approved by numerous courts across the country, including in this Los  
2 Angeles County Complex Court. (Kick Decl., ¶ 5.) Further, the rates are well within the range of  
3 rates awarded in class action litigation in Southern California. (*In re Toyota Motor* (C.D. Cal. 2013)  
4 2013 U.S. Dist.Lexis 123298 [approving rate of \$950]; *Banas v. Volcano Corp.* (N.D. Cal. 2014) 47  
5 F.Supp.3d 957 [approving 2014 rate of \$1,095; *In re High Tech Empl. Antitrust Litig.*, (N.D. Cal.  
6 2015) 2015 U.S. Dist. LEXIS 118052 \*33 [approving rates of \$975 an hour].)

7 Trial courts consider the following factors when determining whether to apply a multiplier:  
8 “(1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them,  
9 (3) the extent to which the nature of the litigation precluded other employment by the attorneys, (4)  
10 the contingent nature of the fee award.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132, citations  
11 omitted.) Each is present here. (Kick Decl., ¶¶ 8-19, 26-29.) In California, “[m]ultipliers can range  
12 from two to four or even higher” and are routinely applied. (*Wershba*, 91 Cal.App.4th at 254.)<sup>7</sup> The  
13 goal is “to entice competent counsel to undertake difficult public interest cases.” (*San Bernardino*  
14 *Valley Audubon Soc. v. County of San Bernardino* (1985) 155 Cal.App.3d 738, 755.) Fee awards that  
15 are too small “chill the private enforcement essential to the vindication of many rights[.]” (*Lealao* at  
16 53.)<sup>8</sup>

17 Although there are a number of valid reasons for a multiplier in this case, one is the contingent  
18 risk as explained by the California Supreme Court in *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1133:  
19 “A lawyer who both bears the risk of not being paid and provides legal services is not receiving the  
20 fair market value of his work if he is paid only for the second of these functions.”

21 Class Counsel also seek reimbursement of necessary litigation costs in the amount of  
22 \$8,803.65, which is the amount that has been advanced on behalf of the class members to date. (*Id.*,

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24 <sup>7</sup> See also *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (upholding 2.5 multiplier); *Glendora*  
25 *Community Redevelopment Agency v. Demeter* (1984) 155 Cal.App.3d 465 (affirming a fee award that  
26 included a 12.0 multiplier); *Craft v. County of San Bernardino* (C.D. Cal. 2008) 624 F.Supp.2d 1113, 1125  
(awarding a common fund fee award that amounted to a 5.2 multiplier); *Vizcaino v. Microsoft Corp.* (9th Cir.  
2002) 290 F.3d 1043, 1051 (approving a 3.65 multiplier); *Van Vranken*, 901 F.Supp. at 298-299 (approving  
multiplier of 3.6).

27 <sup>8</sup> If for whatever reason the Court wishes to apply a lower hourly rate such that the fee award were lower than  
28 the one-third leading to the \$500,000 sought, Class Counsel respectfully requests an increased multiplier to  
bring it to that amount. If for whatever reason the Court were inclined to use a percentage lower than one-third,  
Class Counsel request the lodestar and multiplier be used to arrive at \$500,000.

¶ 22.) This cost reimbursement is justified, as the California Court of Appeals has recognized the principle that those who incur expenses to secure a favorable outcome and create a fund from which others benefit “may require those passive beneficiaries to bear a fair share of the litigation costs.” *Serrano v. Priest* (1977) 20 Cal.3d 25, 35. Here, these costs include already-incurred costs of filing fees, legal research, expert fees, mediation fees, and others. (*Id.*) The requested reimbursement is less than the cost amount stated in the Class Notice as “not to exceed \$20,000,” which received no objections from Class Members. (*Id.*; Simpluris Decl., ¶ 12.)

## **VII. PLAINTIFFS SERVED ADMIRABLY AS CLASS REPRESENTATIVES AND THE REQUESTED SERVICE AWARDS ARE REASONABLE**

Named plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz v. BCI Coca-Cola Bottling Company of Los Angeles* (2010) 186 Cal.App.4th 399, 412.) It is within a court’s discretion to award payment to a class representative for their efforts and work. (*Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294, 299 [approving \$50,000 participation award to a single class representative].)

The criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. [Citations.] (*Ibid.*)

Here, Plaintiffs Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal have requested Class Representative Service Awards of \$7,500.00 each, and Defendant does not oppose this request. (SA, ¶ VII.6(a).) This Service Award request is fair and appropriate given: (1) the substantial time and effort Plaintiffs expended; (2) the risks they faced and continue to face as a result of bringing the Action; (3) the fact they put Class Members’ interests ahead of their own; and (4) the substantial benefit conferred upon the Class. (Kick Decl., ¶¶ 24-25; Torres Decl., ¶¶ 6-9; Ruvalcaba Decl., ¶¶ 6-9; Bernal Decl., ¶¶ 6-9.) As detailed in the concurrently filed declarations, Ms. Torres, Ms. Ruvalcaba, and Ms. Bernal spent a substantial amount of time and effort in producing relevant documents and providing the facts and evidence necessary to attempt to prove the allegations. (*Id.*) Ms. Torres, Ms.

1 Ruvalcaba, and Ms. Bernal assisted actively in the investigation of the claims alleged, conferred  
2 regularly with counsel, aided in preparation for the Parties' mediation, made themselves available the  
3 entire day of mediation, and provided all information requested by counsel to benefit the Class. (*Id.*)  
4 Accordingly, it is appropriate and just for Plaintiffs to receive Class Representative Service Awards  
5 for their services on behalf of the Class, in addition to their Individual Settlement Payment as Class  
6 Members. Furthermore, the Class was given notice of the requested Service Awards and to date, no  
7 objections have been received. (Simpluris Decl., ¶ 11.)

#### 8 **VIII. REASONABLE SETTLEMENT ADMINISTRATION COSTS TO BE APPROVED**

9 As set forth in the accompanying Declaration of Lindsay Kline from Simpluris, Inc., the total  
10 costs incurred and to be incurred by Simpluris for the notice and settlement administration process is  
11 \$11,000.00. (Simpluris Decl., ¶ 18.) The costs incurred and to be incurred include, but are not limited  
12 to, expenses for printing and mailing the Notice of Class Action Settlement to Class Members;  
13 establishing and maintaining a means to receive and validate opt out requests submitted by Class  
14 Members, including a toll-free telephone number; establishing and maintaining a settlement fund  
15 account; calculating Class Settlement Payments and distributing funds to Class Members; calculating  
16 Employer Taxes and providing appropriate forms and calculations to Defendant; and providing  
17 counsel with weekly reports. (*Id.*, ¶¶ 3-4, Ex. B.) Accordingly, the Court should grant final approval  
18 of payment to Simpluris in the amount of \$11,000.00.

#### 19 **IX. THE PROPOSED SETTLEMENT CLASS SHOULD BE FINALLY CERTIFIED**

20 In granting preliminary approval, this Court already determined that the proposed settlement  
21 class fulfills all the criteria of California Code of Civil Procedure section 382, and applicable case  
22 law, and is appropriate for certification. None of these factors have changed.

23 Numerosity is readily satisfied because there are 798 members in the settlement Class. (*See*,  
24 *Vasquez v. Superior Court*, 4 Cal.App.3d 800, 811 (1971); Simpluris Decl., ¶ 14.) Common questions  
25 of law and fact predominate because all Class members were subject to a common policies and  
26 practices and were paid according to uniform formulae. *See Arenas v. El Torito Rests., Inc.*, 183 Cal.  
27 App. 4th 723, 732 (2010) (citing *Washington Mut. Bank v. Superior Court*, 24 Cal. 4th 906, 913  
28 (2001)). Typicality and adequacy of representation are also satisfied as Plaintiffs were also subject to

1 the same compensation and employment policies and practices. *See* 7 Newberg § 23:23 (6th ed.).  
2 (Torres Decl., ¶ 5; Ruvalcaba Decl. ¶ 5; Bernal Decl., ¶ 5.) Plaintiffs’ interests are essentially  
3 identical, if not exactly identical, to those of the Class and there is no conflict between Plaintiffs or  
4 their counsel, on the one hand, and any other Class Member. *See Richmond v. Dart Industries*, 29  
5 Cal.App.3d 462, 470 (1981). (Kick Decl., ¶ 24; Torres Decl., ¶ 8-9; Ruvalcaba Decl. ¶ 8-9; Bernal  
6 Decl., ¶ 8-9.)

7 Further, ascertainability also is met as Class members, who all worked for Defendant during  
8 the Class Period, share “a set of common characteristics sufficient to allow a member of that group  
9 to identify himself or herself as having a right to recover based on the description,” (*See Bartold v.*  
10 *Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 828), and in addition, Defendant’s records readily  
11 identified the Class Members based on their dates of employment. (Simpluris Decl., ¶ 6.) Lastly, in  
12 this matter, where global resolution is achieved for 798 Class members whose claims which would  
13 otherwise be too small to warrant individual litigation, a class action is demonstrably superior to other  
14 methods of adjudication. (*Richmond, supra*, 29 Cal.3d 462, 469; Simpluris Decl., ¶ 14.)

15 With each of these factors satisfied, it is appropriate now to grant final certification.

16 **X. CONCLUSION**

17 Plaintiffs, hence, respectfully request that this Court enter a Final Approval Order as set forth  
18 above and an accompanying Judgment.

20 DATED: June 5, 2023

Respectfully submitted,  
**THE KICK LAW FIRM, APC**

21  
22 By: /s/ Taras Kick  
23 Taras Kick  
24 Greg Taylor  
25 Attorneys for Plaintiffs Darlene Torres,  
Leanna Ruvalcaba, and Marcella Bernal  
and the Class

**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

On **June 5, 2023**, I served the document(s) described as:

- **PLAINTIFFS' NOTICE OF MOTION AND UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT;**
- **DECLARATION OF TARAS KICK IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT;**
- **DECLARATION OF DARLENE TORRES IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT;**
- **DECLARATION OF LEANNA RUVALCABA IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT;**
- **DECLARATION OF MARCELLA BERNAL IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT; and**
- **DECLARATION OF LINDSAY KLINE REGARDING NOTICE AND SETTLEMENT ADMINISTRATION.**

on the interested parties in this action by sending a true copy thereof to interested parties as follows:

☒ **By e-mail or electronic transmission.** Based on an agreement of the parties to accept service by e-mail transmission or a request that the party or parties, who have appeared and are represented by counsel identified below I caused the documents to be sent to the person(s) at the address(es) at the e-mail address(es) listed below in keeping with California Rules of Court, Appendix I (Emergency Rules Related to COVID-19), Emergency rule 12 (Electronic service). The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful, to the addressees as stated below.

An Nguyen Ruda  
aruda@bzbm.com  
Ben Schnayerson  
eferguson@bzbm.com  
BARTKO ZANKEL BUNZEL & MILLER  
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Attorneys for Defendants  
MONETARY MANAGEMENT OF  
CALIFORNIA, INC.

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

Executed on June 5, 2023, in Los Angeles, California.

\_\_\_\_\_  
*/s/ Alina Muresan*  
Alina Muresan