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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

BETHANY A. BUTLER, on behalf of
herself and similarly situated and aggrieved
employees,

Plaintiff,

v.

POWERSCHOOL GROUP LLC, a
Delaware Limited Liability Company; and
DOES 1 through 10, Inclusive,

Defendants.

Lead Case No. 34-2021-00299363-CU-OE-GDS
ASSIGNED FOR ALL PURPOSES TO:

The Honorable Jill H. Talley
Department 23

CLASS AND REPRESENTATIVE ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS,
REPRESENTATIVE, AND COLLECTIVE
ACTION SETTLEMENT**

Date: January 10, 2025

Time: 9:00 a.m.

Dept.: 27

Judge: Honorable Jill H. Talley

Complaint filed: April 26, 2021

Trial date: Not set

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I. INTRODUCTION

Plaintiff Bethany A. Butler (“Plaintiff”) seeks final approval of a \$898,852.00¹ non-reversionary wage and hour class, Fair Labor Standards Act (“FLSA”), and Private Attorneys General Act (“PAGA”) settlement on behalf of 609 non-exempt California employees of Defendant PowerSchool Group, LLC (“PowerSchool” or “Defendant”) any time from June 30, 2017 through February 2, 2023 (“Class Period”), February 20, 2020, through February 2, 2023 (the “PAGA Period”), or June 30, 2018, through February 2, 2023 (the “FLSA Period”). Declaration of Michael D. Singer (“Singer Decl.”), ¶15; Exh. 1 - Stipulation of Class, Collective, and Representative Action Settlement (“SA”), ¶¶1, 6(a), (l) (t), 38.

Support for the Settlement is strong. Not a single Class Member submitted an objection or a request for exclusion. Declaration of Amy Fringer on Behalf of Rust Consulting, Inc., (“Rust Decl.”), ¶¶14, 15. With a 100% participation rate of the 609 Participating Settlement Class Members, the highest total Individual Participating Class Member Settlement Payment is estimated to be \$2,709.29, and the average Individual Participating Class Member Settlement Payment is estimated to be \$788.72. Rust Decl. ¶¶16, 17.

The 518 Settlement Collective Members may expect to receive a high total Individual FLSA Settlement Payment estimated to be \$134.74, and average Individual FLSA Settlement Payment estimated to be \$48.26. Rust Decl. ¶¶10, 18.

The 375 PAGA Group Members may expect to receive a high total Individual PAGA Payment estimated to be \$90.45, and average Individual PAGA Payment estimated to be \$33.33. Rust Decl. ¶¶10, 19.

///

¹ Following the Preliminary Approval, Defendant notified Plaintiff that due to a recently identified administrative error in digitally processing archived .pdf records, additional Class Members had been identified and the escalator clause in the settlement would need to be invoked. Defendant elected to roll back the end of the release date to February 2, 2023, and also provide the pro rata increase to the Gross Fund Value with respect to the added workweeks through that date (the final total Qualifying Workweeks under the escalator clause is 52,620, resulting in \$148,852 being added to the Gross Fund Value), for a total amount of \$898,852. Singer Decl. ¶16.

II. PARTIES, CLASS, COLLECTIVE, AND PAGA GROUP

A. Plaintiff and Defendant

Defendant PowerSchool provides cloud-based software for K-12 education to institutions, including some in California, connecting students, teachers, administrators, and parents and facilitating learning, reporting, and human resources functions. *About PowerSchool*, PowerSchool, www.powerschool.com/company/ (last visited December 1, 2023); *PowerSchool in California*, PowerSchool, www.powerschool.com/global/north-america/united-states/california/ (last visited December 1, 2023).

Plaintiff was employed by PowerSchool as an hourly, non-exempt employee from approximately August 13, 2018 through July 2, 2020, holding the non-exempt positions of Senior Client Operations Manager and Senior Customer Success Manager. Her duties included maintaining an excel spreadsheet of client names and purchases; programming scripts to communicate with clients; hosting strategy meetings with co-workers; calling and emailing with clients and acting as a middleman between clients and PowerSchool's support team members when necessary; communicating with PowerSchool's support team members on an instant message application called "Slack;" and periodically presenting business reviews to clients and PowerSchool executives, utilizing self-made graphs and charts. Singer Decl. ¶17, Exh. 2 - Declaration of Bethany A. Butler filed December 12, 2023, ("Butler Decl."), ¶3.

B. Class, Settlement Collective, and PAGA Group Members

Settlement Class Members are all non-exempt employees who were employed by PowerSchool during the Class Period who do not timely and properly opt out. Singer Decl. ¶18; SA, ¶6(f), (ss). Settlement Collective Members are all non-exempt employees who have been employed by PowerSchool anywhere in California during the FLSA Period who opted into the collective action with respect to claims under the FLSA. Singer Decl. ¶19; SA, ¶6(k), (tt). PAGA Group Members are all non-exempt California employees of Defendant at any time during the PAGA Period. Singer Decl. ¶; SA, ¶6(cc). PAGA Group Members will not be able to opt out of settlement of the PAGA claims and release of PAGA claims. Singer Decl. ¶20; SA, ¶22.

III. PROCEDURAL HISTORY

On April 26, 2021, Plaintiff filed a PAGA Complaint in Sacramento County, alleging failure to: pay wages, provide meal and rest periods, reimburse business expenses, provide wage statements, and provide wages due at separation. Singer Decl. ¶21; SA, ¶1. On June 30, 2021, Plaintiff filed a Class Action Complaint in Sacramento County, alleging failure to: pay wages, provide meal and rest periods, reimburse business expenses, provide wage statements, and provide wages due at separation; Plaintiff also claimed Defendant violated the Unfair Competition Law. Singer Decl. ¶22; SA, ¶1. On September 15, 2022, PowerSchool filed a motion to sever from the putative class 197 non-exempt employees out of 430 (46% of the putative class) who had purportedly signed arbitration agreements containing class, collective, and/or representative action waivers. Singer Decl. ¶23. The Court denied PowerSchool's motion as premature but provided: "The ruling is without prejudice to Defendant raising the issue again in the event the parties are unable to resolve these issues on their own. Defendant's ability to raise this issue again is not constrained to a motion for class certification." Singer Decl. ¶24.

On February 2, 2023, the Parties mediated with Hon. William McCurine, Jr. Esq. After a full day of arms'-length negotiations, the matter was settled in principle. The Parties negotiated all necessary terms and entered the Settlement Agreement presented for preliminary approval. Singer Decl. ¶25, SA, ¶4.

On June 28, 2023, to effectuate the Settlement, Plaintiff filed a First Amended Class Action Complaint and Representative Action Complaint ("FAC"), combining the causes of action alleged in her prior PAGA Complaint and Class Complaint, and adding a cause of action for Violation of the Fair Labor Standards Act. Singer Decl. ¶26.

IV. PRE-MEDIATION INVESTIGATION AND DISCOVERY

Plaintiff conducted sufficient investigation, through both informal and formal discovery, to evaluate the strengths and weaknesses of her claims and PowerSchool's defenses. Formal discovery included Requests for Production and Special Interrogatories propounded by Plaintiff in late-2021, which were answered in February 2022. Singer Decl. ¶27.

Before mediation, PowerSchool produced Plaintiff's personnel file and substantial class records, company policy documents related to Plaintiff's claims, and information regarding expenses reimbursed by category. Singer Decl. ¶28.

PowerSchool also provided, through November 30, 2022: the number of putative class members (571), the number of employees terminated within the three-year statute of limitations (189), the number of workweeks (39,914) and pay periods (21,503) worked by California non-exempt employees, the number of non-exempt employees employed during the PAGA Period (382), and the number of them terminated (145), the bi-monthly PAGA pay periods (13,095), and information regarding meal and rest break premiums paid. Singer Decl. ¶29.² Plaintiff's damages consultant analyzed the data and records produced, determining an average hourly rate of pay of \$26.16 and an average workday of 7.4 hours. Singer Decl. ¶31.

V. SUMMARY OF PROPOSED SETTLEMENT

A. Settlement Terms

PowerSchool will pay a Gross Fund Value ("GFV") of \$898,852.00, based on 52,620, Qualifying Workweeks worked by the class, which includes all the following: (a) Settlement Administration Costs to Administrator Rust Consulting, Inc., ("Rust" or "Administrator") of \$13,805.00, SA, ¶¶ 6(rr), 12; (b) Attorneys' Fees up to \$299,617.33, one-third of the GFV and actual Costs of \$20,098.00, SA, ¶¶6(c), 10; (c) an FLSA Settlement Fund of \$25,000, SA, ¶¶6(s); (d) an Enhancement Payment of up to \$10,000 to Plaintiff, SA, ¶¶6(o), 11; and (e) a PAGA Fund of \$50,000 (\$37,500 to the LWDA (75%), and \$12,500 (25%) to Aggrieved Employees). SA, ¶¶6(bb), 13. The remainder, estimated at \$480,331.67, is the Net Settlement Fund. SA, ¶¶6(i). Plaintiff has consented in writing to the division of attorneys' fees between D.Law, Inc. (33 1/3%) and Cohelan Khoury & Singer (66 2/3%). Singer Decl. ¶¶32-34, Exh. 2 – Butler Decl. ¶11; Rust Decl. ¶16.

PowerSchool will pay the employer's share of payroll taxes in addition to the GFV. Singer Decl. ¶35; SA, ¶¶6(t), 27. The Settlement does not provide for Class Settlement Fund or

² The parties excluded the workweeks, employees, and pay periods covered by a prior settlement, *Ayyad v. PowerSchool*, that was subject to a separate release. Singer Decl. ¶30.

PAGA Fund to revert to Defendant under any circumstances, though uncashed checks from the FLSA Settlement Fund will be returned to PowerSchool, as the company will not receive an FLSA release as to those individuals. Singer Decl. ¶36; SA, ¶¶6(i), (s), (bb).

Each Individual Settlement Share will be allocated 25% to wages (reported on an IRS Form W-2) and 75% to penalties and interest (reported on an IRS Form-1099). Singer Decl., ¶37; SA, ¶27.

B. Released Claims

“Released Claims” means the Released Class Claims, the Released PAGA Claims, and the Released FLSA Claims. Singer Decl. ¶38; SA, ¶6(jj). Each Release is detailed in the Settlement Agreement. Singer Decl. ¶¶39-41; SA, ¶¶6(kk), (ll), (mm). Upon the Effective Date and distribution of Individual Settlement Payments, Settlement Class Members will have their class claims released. Similarly, upon the Effective Date and distribution of Individual Settlement Payments, Settlement Collective Members who participate in the settlement by timely cashing, depositing, or otherwise negotiating their Individual Settlement Payment will have their FLSA Claims released. Finally, upon the Effective Date and distribution of Individual PAGA Payments, PAGA Group Members will have their PAGA Claims released. Singer Decl. ¶42, SA, ¶32.

C. Preliminary Approval, Notice to the Class, and Its Response

1. Preliminary Approval and Class Notice

The Settlement was preliminary approved on January 16, 2024. Singer Decl. ¶43. Pursuant to the Parties’ Stipulation and Court Order Modifying the Preliminary Approval Order, on October 4, 2024, after receiving the Court-approved text for the content of the Class Notice from Counsel and data file from Defendant, and searching the National Change of Address database and updating Class Member addresses, Rust mailed a Class Notice to 609 Class Members, informing them of (1) the pendency of the Action; (2) proposed settlement terms; (3) automatic payment of Settlement shares if exclusion not requested; (4) released claims; (5) right to object or request exclusion, and (6) and the date, time and place of the final approval hearing. Singer Decl. ¶44; Rust Decl. ¶¶7-10; Exh. A.

1 **2. Class Response to the Notice**

2 The Class response to the Settlement was extremely favorable. Rust has not received
3 any objections to the Settlement nor requests for exclusion from the Settlement. Rust Decl.
4 ¶¶14, 15. This Court has already recognized, at preliminary approval, that the Settlement is
5 “fair, adequate, and reasonable.” Now, it is clear that “the reaction of the class members to the
6 proposed settlement” also favors granting final approval. *See Dunk v. Ford Motor Co.* (1996)
7 48 Cal.App.4th 1794, 1801. Singer Decl. ¶45.

8 **VI. THE SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

9 **A. Attorneys’ Fees & Litigation Costs**

10 Class Counsel requests attorneys’ fees of \$299,617.33, one-third of GFV, and actual
11 litigation costs of \$20,098.00. Counsel have expended 269.9 hours, a \$157,003.00 lodestar.
12 Singer Decl. ¶46, Exh. 3 - Summary of Time & Costs, Exh. 4(A-D) - Time Records, Exh. 5 -
13 Costs; Declaration of Emil Davtyan, (“Davtyan Decl.”), ¶¶12,13, Exh. A - Time Records.

14 The requested fees are reasonable for several reasons:

15 First, a percentage fee of one-third of the common fund is standard in California class
16 action cases, *see, e.g. Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th 480, 506. Singer
17 Decl. ¶¶47, 48, (listing cases in which Cohelan Khoury & Singer was award one-third of the
18 GFV in attorneys’ fees).

19 Second, an optional³ lodestar crosscheck supports awarding one-third of the common
20 fund to Class Counsel. Under the lodestar method, a base fee is calculated by multiplying time
21 reasonably spent on the case by the reasonable hourly pay rate of the attorneys. *Serrano v.*
22 *Priest* (1977) 20 Cal.3d 25,48. The court then enhances the lodestar by a “multiplier” to
23 account for a range of factors. *See Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36. Factors

24 ³ “[T]he lodestar method is not necessarily utilized in common fund cases.” *Lealao v.*
25 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 27; *see also Glass v. UBS Financial*
26 *Services, Inc.*, No. 06-4066-MMC, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. Jan. 26, 2007) (“no
27 need to conduct a lodestar cross-check [as] [c]lass counsel’s prompt action in negotiating a
28 settlement while the state of the law remained uncertain should be fully rewarded”); *Lopez v.*
Youngblood, No. 07-0474-DLB, 2011 U.S. Dist. LEXIS 99289 (E.D. Cal. Sep. 1, 2011)
 (“lodestar cross-check is not required in this circuit, and in a case such as this, is not a useful
 reference.”)

determining level of enhancement include the difficulty of the questions involved and the skill in presenting them, the contingent nature of the fee award, the extent to which the litigation precluded other employment, and the percentage-of-the-fund the attorney would have received on the fair market. *Lealao*, 82 Cal. App. 4th at 49. The list is not exhaustive and a Court may consider other factors it deems important in setting the multiplier. *Id.* at 40; *Ketchum*, 24 Cal.4th at 1139. In *Lealao*, the Court held a trial court's refusal to enhance the lodestar was an abuse of discretion, remanded for consideration of the original 8.0 request, and opined that a multiplier more than 3.5 was reasonable. *Lealao*, 82 Cal. App. 4th at 24, 52; see also *Sternwest Corp. v. Ash* (1986) 183 Cal.App.3d 74, 76 (case remanded with directions "to enhance the lodestar award...").

Here, to award the \$299,617.33 requested, the Court should allow a multiplier of 1.90 (\$299,617.33/\$157,003.00). Such a multiplier is appropriate. First, Class Counsel worked on a wholly contingent basis, and risked losing all costs and time expended if they could not reach a Settlement with Defendant on behalf of Plaintiff. A settlement was reached at mediation in February 2023, after prolonged and contentious mediator-facilitated negotiations. Second, the 270 hours expended by Class Counsel precluded other employment. Third, on the open market, Class Counsel would have received one-third of the common fund by agreement between Class Counsel and named Plaintiff. Singer Decl. ¶49.

And finally, Class Counsel were confronted with several difficult legal questions in uncertain areas of law in this case and presented their positions to defense counsel and to the mediator with skill. For instance, as to rounding, Class Counsel was operating against the uncertain legal backdrop created by the precedents of *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (allowing rounding only "if the rounding policy is fair and neutral on its face and it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked"), *Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 834-35 (considering a scenario where the employer required employees to work off the clock several minutes per shift and holding that the federal de minimis doctrine which may "in some circumstances ... excuse the payment of

1 wages for small amounts of otherwise compensable time upon a showing that the bits of time
2 are administratively difficult to record” did not apply to state law claims for unpaid wages in
3 that circumstance), *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 61 (disallowing
4 rounding of time period punches), and *Camp v. Home Depot, U.S.A., Inc.* (2022) 84
5 Cal.App.5th 638 (articulating that “[t]he California Supreme Court expressly stated...that it
6 ‘has never decided the validity of the rounding standard articulated in *See’s Candy*’” (quoting
7 *Donohue*, supra, at 72), and criticizing *See’s Candy*, finding nothing in the Labor Code
8 authorized rounding of time worked, and explaining that the efficiencies previously claimed for
9 rounding time no longer apply in instances where the employer can and does record actual time
10 to the exact minute). In another instance, Class Counsel were confronted with the question of
11 what constitutes a meal period where “operations cease” such that it need not be recorded, see
12 Wage Order 7-2001 (“Mercantile Industry”), §7(A)(3), where a dearth of case law exists as to
13 this question and fact-intensive inquiries were required. Singer Decl. ¶50.

14 Further, to award one-third of the common fund as requested, courts have regularly
15 awarded Cohelan Khoury & Singer lodestar multipliers, without modification from what was
16 requested, in pre-certification class actions, ranging from 0.5 to 8.0. Singer Decl. ¶48
17 (collecting awards since 2020).

18 Third, the rates requested by Class Counsel, between \$500 for a four-year attorney, and
19 \$995 for a forty-year attorney and managing partner, are supported by the Laffey Matrix.
20 Singer Decl. ¶51, Exh. 3 - Summary of Time and Costs, Exh. 6 - Laffey Matrix; Davtyan Decl.
21 ¶¶13.

22 Fourth, the extensive experience of Class Counsel in prosecuting, certifying, and
23 settling class actions, as well as their charitable and academic endeavors, support granting the
24 requested fees. Singer Decl. ¶¶2-13, 52; Davtyan Decl. ¶¶4-6. Class Counsel believe, in light of
25 all of their experience, that this Settlement is fair, adequate, and reasonable for the Class and
26 Aggrieved Employees. Singer Decl. ¶53; Davtyan Decl. ¶10.

27 Fifth, the 269.9 hours expended by Class Counsel “would have been undertaken by a
28 reasonable and prudent lawyer to advance or protect his client’s interest.” *Moore v. Jas. H.*

1 *Matthews & Co.*, 682 F.2d 830, 839 (9th Cir. 1982). Singer Decl. ¶54.

2 And sixth, an excellent result was achieved, with substantial relief being provided to the
3 Class, and no Class Members objecting to, or requesting exclusion from, the Settlement. *See*,
4 *e.g. Lealao*, 82 Cal.App.4th at 44. Singer Decl. ¶55; Rust Decl. ¶¶14, 15.

5 Further, the fees sought for paralegals Amber Worden and Matthew Atlas are
6 appropriate because each meets the requirements of Business & Professions Code section 6450
7 *et seq*, including qualifications and continuing education and their hourly billing rates and
8 hours worked are reasonable and usual for the services rendered. Singer Decl. ¶59.

9 **B. Settlement Administration Costs**

10 The requested administration costs of \$13,085.00 are reasonable, and were disclosed in
11 the Class Notice, with no objections or requests for exclusion received from the Class
12 thereafter. *See* Rust Decl. ¶¶14, 15, 21, Exh. B.

13 **C. Class Representative Enhancement/Service Payment**

14 Service payments “are fairly typical in class action[s]” and “compensate class
15 representatives for work done on behalf of the class, to make up for financial or reputational
16 risk undertaken in bringing the action.” *Cellphone Termination Fee Cases* (2010) 186
17 Cal.App.4th 1380, 1394.

18 “Modern society seems increasingly to expose men to . . . group injuries for which
19 individually they are in a poor position to seek legal redress, either because they do not know
20 enough or because such redress is disproportionately expensive. If each is left to assert his
21 rights alone if and when he can, there will at best be a random and fragmentary enforcement, if
22 there is any at all. This result is not only unfortunate in the particular case, but it will operate
23 seriously to impair the deterrent effect of the sanctions which underlie much contemporary law.
24 The problem of fashioning an effective and inclusive group remedy is thus a major one.”
25 *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 807.

26 Enforcement of laws protecting California employees would be “random and
27 fragmentary,” or non-existent, if no one came forward and spent time working on behalf of
28 others, and perhaps most importantly, took risks those others are not willing to bear.

1 Class action plaintiffs, not class members, risk a judgment for defendant's costs. "Those
2 who choose to take the risks of litigation should be the ones who bear the cost when they are
3 unsuccessful." *Earley v. Superior Court* (2000) 79 Cal.App.4th 1420, 1433. The *Earley* court
4 contended this risk was balanced by potential reward. *See id.*

5 "While imposition of the entire cost burden on the named plaintiffs may have a chilling
6 effect on the willingness of plaintiffs to bring class action suits, this effect easily may be
7 outweighed by the potential recovery." *Id.* Plaintiff's recovery in a class action will always be
8 less than an individual action, take longer to obtain, and have no potential for early settlement.

9 So, if "[t]hose who choose to take the risks of litigation should be the ones who bear the
10 cost when they are unsuccessful," how can that risk be offset? *Id.* An adequate Service
11 Payment.

12 The risk of judgment for Defendant's costs, alone, is sufficient to support Class
13 Representative Service Payment of \$10,000.00 to Plaintiff. It is impossible to know, or
14 intervene, each time a class action plaintiff loses an employment opportunity, making it
15 essential to compensate them at final approval, the only time the risk they took can be at least
16 slightly offset and they can be adequately compensated. Plaintiff more than satisfied her
17 obligation to protect the interests of the Class and place them above her own. Plaintiff accepted
18 the risk of judgment for Defendant's costs and potential loss of future employment
19 opportunities. Plaintiff had individual claims which she did not pursue, or abandoned, to serve
20 only as a representative of other employees, although, unlike those employees, Plaintiff was
21 required to give a general release of all claims of any kind, including a section 1542 waiver.
22 Plaintiff further expended approximately forty (40) hours in seeking legal counsel and
23 participating in this action through and beyond Settlement. Singer Decl. ¶56, Exh. 2 – Butler
24 Decl. ¶¶6-10.

25 In addition, the Service Award is also proportional compared to the total recovery in
26 this case. The amount of the total for the Service Awards is approximately .011 % of the gross
27 settlement amount. Singer Decl. ¶57. Finally, the Class received notice of, and did not object
28 to, Plaintiff's request of up to \$10,000. CPT Decl. ¶¶, Exh. A, section 3(d).

D. PAGA Payment

The Agreement allocates \$50,000.00 to PAGA claims, \$37,500.00 (75%) paid directly to the LWDA, and the remaining \$12,500.00 (25%) to PAGA Group Members. This allocation was the result of good-faith, mediated negotiations. Singer Decl. ¶58. Where PAGA penalties are negotiated in good faith, with “no indication [the] amount was the result of self-interest at the expense of other Class Members,” they are considered reasonable. *Hopson v. Hanesbrands Inc.*, Case No. 08-00844, (N.D. Cal. Apr. 3, 2009) 2009 U.S. Dist. LEXIS 33900, at *24; *see, e.g., In re Nordstrom Com. Cases* (2010) 186 Cal. App. 4th 576, 579 (No abuse of discretion approving settlement allocating \$0 to PAGA claims).

In addition, this allocation of \$50,000.00, which represents four percent (5.6%) of the GSF, is higher than the amount approved in other settlements. *See, e.g. Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d at 1101, citing, among others, *Ceja-Corona v. CVS Pharm., Inc.*, 2015 U.S. Dist. LEXIS 5118 (E.D. Cal. Jan. 14, 2015) (\$10,000 PAGA penalties in settlement of \$900,000, or 1.1% PAGA allocation), recommendation adopted, 2015 U.S. Dist. LEXIS 25730 (E.D. Cal. Mar. 3, 2015); *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1330 (N.D. Cal. 2014) (\$10,000 PAGA, \$1.25m settlement, or 0.8% PAGA allocation).

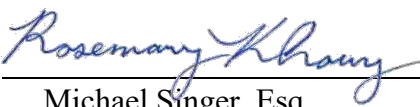
VII. CONCLUSION

This Settlement favorably resolves what would otherwise be uncertain and lengthy litigation. Class Counsel thus respectfully requests the Court grant final approval of the Settlement and grant all amounts requested herein.

Respectfully submitted,

COHELAN KHOURY & SINGER
D.LAW, INC.

Dated: December 17, 2024

By: 
Michael Singer, Esq.
Rosemary C. Khoury, Esq.
Attorneys for Plaintiff Bethany A. Butler, on behalf of
herself and similarly-situated and aggrieved employees