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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

MARIE REBELO SHOWALTER, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

NORTHERN CALIFORNIA CHAIR
CORPORATION, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21CV376845

[Assigned for all purposes to the Honorable
Theodore C. Zayner, Department 19]

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT**

Date: May 8, 2024
Time: 1:30 P.M.
Dept.: 19

Complaint Filed: March 2, 2021
Jury Trial Date: None set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 8, 2024, at 1:30 p.m., or as soon thereafter as the matter may be heard, before the Honorable Theodore C. Zayner, judge presiding, in Department 19 of the above referenced Court located at 161 North First Street, San Jose, California 95113, Plaintiff Marie Rebelo Showalter (“Plaintiff”) will seek an Order:

1. granting final approval to the Class and PAGA Action Settlement Agreement (“Agreement”) in this action;
2. approving distribution of the settlement funds to the Settlement Class Members pursuant to the terms of the Settlement Agreement;
3. approving the increase in the Gross Settlement Amount to \$530,300.00, given the increase in pay periods and triggering of the escalator clause;
4. approving Plaintiff’s request for an award of the Class Representative Service Award of \$10,000.00 to Plaintiff pursuant to the terms of the Settlement Agreement;
5. approving Class Counsel’s request for an award of attorneys’ fees of one-third of the increased Gross Settlement Amount, or \$176,765.99, and reimbursement of actual litigation costs of \$8,390.98, pursuant to the terms of the Settlement Agreement;
6. approving Plaintiff’s request for payment of the settlement administration costs to Phoenix Settlement Administrators in the amount of \$8,250.00, pursuant to the terms of the Settlement Agreement;
7. approving Plaintiff’s request for payment to the California Labor & Workforce Development Agency (“LWDA”) for \$37,500.00, pursuant to the Private Attorneys General Act, pursuant to the terms of the Settlement Agreement; and
8. entering final judgment as to all members of the Settlement Class in this action.

This Motion is made pursuant to Rule 3.769 of the California Rules of Court, which provides for court approval of the settlement of a purported class action and allows the Court to grant final certification of a class for settlement purposes. In light of the overwhelmingly positive response, as shown by the lack of opt-outs and objections to the settlement, there is no question that the settlement is fair, reasonable and adequate and thus should be granted final approval.

1 This Motion will be based on the attached Memorandum of Points and Authorities and the
2 supporting Declarations of Larry W. Lee, Max W. Gavron, Plaintiff Marie Rebelo Showalter, and
3 Yami Burns of Phoenix Settlement Administrators, upon the oral arguments of counsel (should
4 there be any), and on the complete records and file herein.

5
6 Dated: April 16, 2024

DIVERSITY LAW GROUP, P.C.

7
8 By: 

Larry W. Lee

9 Max W. Gavron

10 Attorneys for Plaintiff and the Class
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1 **I. INTRODUCTION**

2 Plaintiff Marie Rebelo Showalter (“Plaintiff”) now seeks the Court’s final approval of the
3 Class and PAGA Action Settlement Agreement (“Agreement”) with Defendant Northern California
4 Chair Corporation (“Defendant”) (together with Plaintiff, the “Parties”). The Agreement provides
5 for a \$500,000.00 **non-reversionary** fund to be created for the benefit of the Class,¹ from which
6 attorneys’ fees, litigation costs, service payment to the named Plaintiff, payment to the California
7 Labor and Workforce Development Agency (“LWDA”), payment of penalties to Aggrieved
8 Employees,² and costs of settlement administration are to be paid. The entire Net Settlement
9 Amount after these deductions will be paid to all Class Members who did not opt-out of the
10 settlement. The Agreement also included an escalation provision, which was triggered and resulted
11 in an increased total settlement sum of \$530,300.00. Declaration of Yami Burns with Respect to
12 Notice and Settlement Administration (“Admin. Decl.”) ¶ 12.

13 The history of this litigation was previously detailed in Plaintiff’s Motion for Preliminary
14 Approval of Class Action Settlement. The Court preliminary approved this settlement on November
15 30, 2023, directing distribution of the Notice of Settlement and scheduling the hearing for final
16 approval of the settlement (the “Preliminary Approval Order”).

17 As directed by the Court, the Settlement Administrator selected by the Parties – Phoenix
18 Settlement Administrators – distributed the Notice of Settlement to 240 Class Members. Admin.
19 Decl. ¶ 5. To date, **there have been no requests for exclusions and/or objections to the**
20 **settlement submitted by any Class Members.** *Id.* ¶¶ 8-9. As such, there is a 100% participation
21 rate. Thus, in light of the lack of objections and opt-outs, an inference can be made that the Class
22 supports the Court’s Preliminary Approval Order finding that the Agreement is fair and reasonable.

23 In addition to the results of the notice process, for the same reasons as set forth earlier in
24

25 ¹ The Class as used herein consists of “all current and former non-exempt sales employees who
26 worked for Defendant in California any time between May 1, 2019 and July 11, 2023, inclusive”
(the “Class” or “Class Members”).

27 ² The Aggrieved Employees are defined as “all current and former non-exempt sales employees
28 who worked for Defendant in California in the PAGA Period [February 12, 2020, through July 11,
2023]” (the “Aggrieved Employees”).

Plaintiff's Motion for Preliminary Approval of Class Action Settlement, the following represents the basic points supporting final approval of the settlement:

- The settlement provides a total settlement sum of \$500,000.00, which is **non-reversionary**; As noted above, this amount was increased to \$530,300.00 by virtue of the escalation clause (*see* Admin. Decl. ¶ 12);

- The settlement is fair given that participating Class Members will receive (*after deductions for fees, costs, etc.*) a substantial amount of money – on average, approximately \$1,158.55 to each participating Class Member, with the estimated highest individual settlement payment being \$4,652.95 (*See* Admin. Decl. ¶ 14);

- Class Members did not need to submit claim forms to participate in the settlement, but are being paid automatically;

- The allocation reflects that payment of individual settlement payment amounts will be paid to Class Members on a *pro rata* basis, in proportion to the number of pay periods worked by each Class Member during the Class Period;

- Class Counsel conducted significant investigation in this case, including conducting formal and informal discovery and significant exchanges of information regarding class data for the entire class and policy documents pertaining to Defendant's commission pay and the issuance of wage statements necessary for Plaintiff to fully evaluate this case;

- A highly regarded settlement administrator, Phoenix Settlement Administrators, was retained to administer the settlement for approximately \$8,250.00 (*See* Admin. Decl. ¶ 17); and

- The State of California's LWDA and Aggrieved Employees will also be beneficiaries of this settlement, as the LWDA will receive \$37,500.00 and Aggrieved Employees will receive \$12,500.00 pursuant to the PAGA, should this settlement be granted final approval.

Accordingly, the Court should grant Final Approval consistent with the Preliminary Approval Order.

II. CLASS MEMBERS WERE PROVIDED PROPER NOTICE OF THE SETTLEMENT

The notice procedures required by the Preliminary Approval Order have been followed and satisfy all due process rights of Class Members. Specifically, the Preliminary Approval Order

1 contemplated that the Amended Notice of Proposed Class Action Settlement (“Notice of
2 Settlement”), as approved in the Preliminary Approval Order, be sent to all Class Members by first
3 class mail, as specified in the Agreement. The Preliminary Approval Order contemplated, further,
4 that Phoenix Settlement Administrators would serve as the Settlement Administrator.

5 As clearly stated in the Declaration of Yami Burns, notice was provided to Class Members,
6 as required by the Preliminary Approval Order. On January 3, 2024, the Settlement Administrator
7 received a Class Member mailing list from Defendant’s counsel that included 240 Class Members.
8 Admin. Decl. ¶ 3. Prior to mailing the Notice of Settlement, the Settlement Administrator
9 conducted a National Change of Address (NCOA) search to correct and/or update the class list in
10 case of any address changes. *Id.* ¶ 4. On January 30, 2024, the Settlement Administrator mailed the
11 Notice of Settlement to all Class Members on the mailing list via U.S. first class mail. *Id.* ¶ 5. From
12 the date of mailing, four (4) Notice of Settlement packets were returned to the Settlement
13 Administrator due to incorrect addresses. *Id.* ¶ 6. The Settlement Administrator conducted skip
14 tracing to identify updated addresses for the four Notice of Settlement packets, and subsequently re-
15 mailed them via U.S. first class mail. *Id.* As of the date of this filing, **zero** Notices of Settlement
16 remain undeliverable. *Id.* ¶ 7. Further, the Notice of Settlement provided Class Members with Class
17 Counsel’s and the Settlement Administrator’s contact information and website, where they could
18 further seek information regarding the settlement, ask questions, review pleadings in the case, and
19 update their address. Further, given that the escalator clause was triggered, the amount actually
20 distributed to class members will be higher than the estimated portion on the class notice.

21 The Escalator Clause of the Settlement Agreement indicates if the actual number of pay
22 periods during the Class Period is more than 5% greater than six thousand one hundred seventy-two
23 (6,172) pay periods, the Gross Settlement Amount be increased proportionally based on the
24 percentage amount over 6,172 pay periods. The data provided by Defendant during the
25 administration of the Settlement indicated that the total number of pay periods during this period
26 was six thousand four hundred fifty-nine (6,546), which exceeds the Escalator Clause by three
27 hundred seventy-four (374) pay periods. The additional amount due for the Escalator is
28 \$30,300.00. Admin. Decl. ¶ 12.

1 The provision of sending the notice to class members as described above meets the
2 requirements for the “best notice practicable” in this case as necessary to protect the due process
3 rights of class members. *See, Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12 (1985)
4 (provision of “best notice practicable” with description of the litigation and explanation of opt-out
5 rights satisfies due process); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174-75 (1974) (individual
6 notice must be sent to class members who can be identified through reasonable means); *Mullane v.*
7 *Central Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950) (best practicable notice is that which
8 is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency
9 of the action and afford them an opportunity to present their objections”).

10 Here, all Class Members were provided with a mailing that explained the settlement and
11 allowed Class Members to seek information, ask questions, and exclude themselves and/or object to
12 the settlement, if so desired. As such, proper notice has been given to the Class Members. Thus, the
13 Court may determine the fairness and adequacy of the settlement and enter its Order granting final
14 approval, secure in the knowledge that all absent Class Members have been given the opportunity to
15 participate fully in the settlement, exclusion, and the approval process.

16 **III. THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE, AND**
17 **THE SETTLEMENT SHOULD BE GIVEN FINAL APPROVAL**

18 **A. Strength of Plaintiff’s Case and Likelihood of Certifying the Class**

19 The Court already addressed the requirements for certifying a class for settlement purposes
20 in its Order granting preliminary approval. Plaintiff briefly addresses the requirements again here.

21 **1. The Class is Ascertainable**

22 Whether a class is “ascertainable” within the meaning of Code of Civil Procedure section
23 382 “is determined by examining (1) class definition, (2) the size of the class, and (3) the means
24 available for identifying the class members.” *Reyes v. San Diego County Board of Supervisors*, 196
25 Cal. App. 3d 1263, 1271 (1987).

26 Here, the Class is comprised of “all current and former non-exempt sales employees who
27 worked for Defendant in California any time between May 1, 2019 and July 11, 2023, inclusive.”
28 There are 240 individuals that comprise the Class. Admin. Decl. ¶ 3. This is more than the

1 minimum required to certify a class.

2 Within the context of manageability, the issue is whether there exists sufficient means for
3 identifying class members at the remedial stage. *Reyes*, 196 Cal. App. 3d at pp. 1274-75. Class
4 Members have already been identified by Defendant and notice was provided to all of the above
5 Class Members.

6 **2. There is a Community of Interest**

7 The “community of interest” requirement embodies three separate factors: (1) predominant
8 common questions of law or fact; (2) class representatives whose claims are typical of the class; and
9 (3) class representatives who can adequately represent the class. *Richmond v. Dart Industries*, 29
10 Cal. 3d 462, 470 (1981); *Reese v. Wal-Mart Stores, Inc.*, 73 Cal. App. 4th 1225, 1234 (1999).

11 **a. There are Predominant Common Questions of Law and Fact**

12 “The ultimate question in every case of this type [class actions] is whether...the issues
13 which may be jointly tried, when compared with those requiring separate adjudication, are so
14 numerous and substantial that the maintenance of a class action would be advantageous to the
15 judicial process and to the litigants.” *Lockheed Martin Corp. v. Superior Court*, 29 Cal.4th 1096,
16 1104-05 (2003).

17 For Plaintiff’s overtime regular rate claim, Plaintiff alleges that Defendant, as a matter of its
18 corporate policy, practice, or procedure failed to factor non-discretionary incentives, including
19 commissions, into the calculation of the regular rate for purposes of paying overtime wages. With
20 respect to Plaintiff’s meal period claim, Plaintiff alleges that due to Defendant’s scheduling
21 practices and lack of employee coverage, employees were required to work through meal breaks but
22 were not paid meal period premium compensation in lieu of the missed breaks. For Plaintiff’s
23 reimbursement claim, Plaintiff alleges that Defendant required employees to use their personal cell
24 phones for work purposes but were not reimbursed for the costs of such use. Finally, Plaintiff
25 contends that employees are owed penalties due to late payment of wages and deficient wage
26 statements due to the foregoing practices. As these are uniform corporate policies, practices, and
27 procedures, the claims can be jointly tried and thus the predominance requirement is satisfied.

28 Defendant denies that liability could be established on a class-wide basis and contends

1 instead that liability and damages would need to be conducted on a case-by-case basis. With respect
2 to Plaintiff's meal period and reimbursement claims, Defendant argues that it had compliant
3 policies and certification on these claims would be difficult due to varying practices. Defendant also
4 disputes the existence of a common policy requiring employees to use their personal cell phones for
5 work purposes. With respect to Plaintiff's claims for waiting time penalties and deficient wage
6 statements, it is Defendant's position that any failure to pay wages upon separation of employment
7 or issuance of deficient wage statements was not willful.

8 **b. Plaintiff's Claims are Typical of the Class Claims**

9 The purported class representative's claim must be "typical" but not necessarily identical to
10 the claims of other class members; it is sufficient that the representative is similarly situated so that
11 he or she will have the motive to litigate on behalf of the class. *Classen v. Weller*, 145 Cal. App. 3d
12 27, 45 (1983). Courts look to whether class members have similar injuries, "whether the action is
13 based on conduct which is not unique to the named Plaintiff," and whether other class members
14 were injured by the same conduct. *Hanon v. Dataproducts Corp.*, 976 F.2d 497, 508 (9th Cir.
15 1992). The purpose of the typicality requirement "is to assure that the interest of the named
16 representative aligns with the interests of the class." *Id.* at p. 508.

17 Plaintiff was subjected to the same payroll policies as all other Class Members. In this
18 regard, Plaintiff was employed by Defendant as a non-exempt employee from about December
19 2019, until about December 2020. Declaration of Marie Rebelo Showalter ("Rebelo Showalter
20 Decl.") ¶ 2. Like other members of the Class, Plaintiff was routinely paid non-discretionary
21 incentives such as commissions. *Id.* ¶3. However, whenever overtime wages and non-discretionary
22 incentives were paid to Plaintiff in the same workweek, Defendant miscalculated the overtime rate
23 of pay such that it failed to include the non-discretionary wages into the calculation of the regular
24 rate. *Id.* In addition, due to Defendant's scheduling and staffing practices, Plaintiff was routinely
25 unable to take off-duty meal periods. *Id.* Further, Plaintiff was required to use her personal cell
26 phone for work purposes but was not reimbursed for the costs of such use. *Id.* As a result of the
27 foregoing, Plaintiff did not receive all wages owed to her upon separation of employment and the
28 corresponding wage statements she received reflected inaccurate rates of pay and gross and net

1 wages earned. *Id.* ¶ 6.

2 In other words, Plaintiff was subjected to the same policies and practices as other Class
3 Members. Accordingly, Plaintiff's claims are aligned with the interests of the Class and typicality is
4 satisfied.

5 **c. Plaintiff Adequately Represented the Class**

6 The class representative, through qualified counsel, must be capable of "vigorously and
7 tenaciously" protecting the interests of the class members. *Simons v. Horowitz*, 151 Cal. App. 3d
8 834, 846 (1984).

9 Here, Plaintiff does not have any interests adverse to the Class, nor have any such issues
10 been raised or presented. Rebelo Showalter Decl. ¶ 8. Plaintiff has taken all necessary steps to
11 represent the interests of the Class, including meeting and conferring with her counsel, providing
12 information and documents to her counsel, and reviewing pleadings and the settlement agreement in
13 this case. *Id.* ¶ 9. For such reasons, Plaintiff has adequately represented the Class Members and will
14 continue to do so.

15 **B. Risks, Expenses, and Complexity of Further Litigation**

16 Plaintiff believes that a class can be certified; however, Plaintiff also believes in the fairness
17 of the settlement that is based on factoring in the uncertainty and risks to Plaintiff involved in not
18 prevailing on one or more of the causes of action or theories alleged in the Complaint, the
19 possibility of non-certification, and potential for appeals. These risks on class certification are
20 compounded by the California Supreme Court's holding in *Duran v. U.S. Bank Nat'l Ass'n*, 59 Cal.
21 4th 1 (2014).

22 As stated above, Defendant alleges that the class could not have been certified, given its
23 position that its policies are compliant and any liability would need to be determined on a case-by-
24 case basis. Based on the foregoing, there were risks that Plaintiff would not have obtained the total
25 amount of damages and penalties alleged, and a substantial number of complex issues that would
26 have necessitated significant expenditure of time and expenses. Therefore, the risks, expenses, and
27 complexity of further litigation warrant granting of this Motion.

28 //

1 **C. The Terms of the Settlement, Negotiation of Settlement, and Reception of the**
2 **Settlement by Class Members All Strongly Support the Conclusion that the**
3 **Settlement is Fair, Adequate, and Reasonable**

4 Without reiterating the Parties' showing that the Agreement and the negotiation process that
5 led up to it was fair and adequate, as set forth in detail in the Motion for Preliminary Approval of
6 Class Action Settlement, the Parties highlight the following facts. The Agreement was the product
7 of negotiations between highly able and experienced attorneys on both sides who possessed the
8 relevant data and extensive legal research which they had carefully analyzed. Declaration of Max
9 W. Gavron ("Gavron Decl.") ¶ 3. The Parties engaged in arm's length negotiations at mediation
10 with the Honorable Brian Walsh (Ret.). *Id.*

11 The results after mailing of the Notice of Settlement support confirmation of the Court's
12 preliminary approval of the settlement with final approval of the settlement, as evidenced by the
13 fact that **no Class Members opted out and/or submitted any written objections to the**
14 **settlement.** Admin. Decl. ¶¶ 8-9. The Court may appropriately infer that the class action settlement
15 is fair, adequate, and reasonable, given that not a single Class Member has submitted a request for
16 exclusion and/or an objection. *See Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1291 (9th Cir.
17 1992).

18 **D. Under Well-Established Legal Principles, the Court Should Grant Final**
19 **Approval of the Settlement**

20 **1. Standard of Review**

21 On a motion for final approval of a class action settlement under California Code of Civil
22 Procedure Section 382 and California Rule of Court 3.769, a court's inquiry is whether the
23 settlement is "fair, adequate and reasonable." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d
24 615, 625 (9th Cir. 1982), *cert. denied subnom.*, *Byrd v. Civil Serv. Comm'n*, 459 U.S. 1217 (1983).
25 A settlement is fair, adequate, and reasonable, and therefore merits final approval, when "the
26 interests of the class are better served by the settlement than by further litigation." *See Manual for*
27 *Complex Litigation, Fourth* § 21.6 at 309 (Fed. Jud. Ctr., 4th ed. 2004) ("MCL"). The law favors
28 settlement, particularly in class actions and other complex cases, where substantial resources can be
 conserved by avoiding the time, cost, and rigors of formal litigation. *See Alba Conte & Herbert B.*

1 Newberg, 4 Newberg on Class Actions § 11.41 (4th ed. 2002); *Class Plaintiffs v. City of Seattle*,
2 955 F.2d 1268, 1276 (9th Cir. 1992); *Van Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir.
3 1976).

4 Although the Court possesses “broad discretion” in determining that a proposed class action
5 settlement is fair, the Court’s role must be limited to the extent necessary to reach a reasoned
6 judgment that the agreement is not the product of fraud or overreaching by, or collusion between,
7 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to
8 all concerned. *See Officers for Justice*, 688 F.2d at p. 625. Accordingly, the Court should give due
9 regard to what is otherwise a “private consensual agreement” between the parties. *Id.*; *see also*
10 *Church v. Consolidated Freightways, Inc.*, 1993 WL 149840 (N.D. Cal. 1993); *In re Wash. Pub.*
11 *Power Supply Sys. Sec. Litig.*, 720 F. Supp. 1379 (D. Ariz. 1989), *aff’d sub nom.*; *City of Seattle*,
12 955 F.2d 1268; MCL § 21.6 at 309 (“The judicial role in reviewing a proposed settlement is critical,
13 but limited to approving the proposed settlement, disapproving it, or imposing conditions on it. The
14 judge cannot rewrite the agreement”).

15 A court’s approval of a class action settlement will only be reversed for a clear abuse of
16 discretion. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996); *Officers for Justice*,
17 688 F.2d at p. 626 (“reverse only upon a strong showing that the district court’s decision was a clear
18 abuse of discretion”); *City of Seattle*, 955 F.2d at p. 1276; *Ackerman v. Kassar*, 1993 WL 326453
19 (9th Cir. 1993); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th Cir. 1998).

20 As the court cautioned in *7-Eleven Owners for Fair Franchising v. Southland Corp.*:

21 It cannot be overemphasized that neither the trial court in approving
22 the settlement nor this Court in reviewing that approval have the right
23 or duty to reach any ultimate conclusions on the issues of fact and law
24 which underlie the merits of the dispute. It is well settled that in the
25 judicial consideration of proposed settlements, ‘the [trial] judge does
not try out or attempt to decide the merits of the controversy,’ [citation]
and the appellate court ‘need not and should not reach any dispositive
conclusions on the admittedly unsettled legal issue.

26 *7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1146 (2000).

27 **2. The Settlement is Presumed to Be Fair**

28 The Court should begin its analysis with the presumption that the settlement is fair and

1 should be approved:

2 [A] presumption of fairness exists where: (1) the settlement is reached
3 through arm's-length bargaining; (2) investigation and discovery are
4 sufficient to allow counsel and the court to act intelligently; (3) counsel
is experienced in similar litigation; and (4) the percentage of objectors
is small.

5 *Dunk*, 48 Cal. App. 4th at p. 1802; *accord*, *Ellis v. Naval Air Rework Facility*, 87 F.R.D. 15, 18
6 (N.D. Cal. 1980); *In re Wash. Pub Power Supply*, 720 F. Supp. at p. 1387.

7 The settlement in the case at bar warrants approval and carries a presumption of fairness. As
8 previously noted in the application for Preliminary Approval, this current settlement was negotiated
9 at arm's length after a full day of mediation with the Honorable Brian Walsh (Ret.). Gavron Decl. ¶
10 3. Additionally, Class Counsel engaged in formal and informal discovery prior to mediation,
11 including reviewing the production of class data, a sampling of time and payroll records, and
12 information pertaining to Defendant's commission pay and wage statement policies and practices.
13 *Id.* The exchange of information allowed Class Counsel to conduct a full analysis of exposure. *Id.*

14 Further, Class Counsel is highly experienced in this type of litigation. As shown in the
15 supporting declarations, Class Counsel has significant experience in class actions and employment
16 wage and hour matters. Declaration of Larry W. Lee ("Lee Decl.") ¶¶ 6-9; Gavron Decl. ¶¶ 9-15.

17 **3. Two-Way Costs and Other Risks Inherent in Continued Litigation**
18 **Favor Final Approval**

19 To assess the fairness, adequacy, and reasonableness of a class action settlement, the Court
20 also should weigh the immediacy and certainty of substantial settlement proceeds against the risks
21 inherent in continued litigation. *See also In re General Motors Corp.*, 55 F.3d 768, 806 (3d Cir.
22 1995) ("present value of the damages plaintiffs would likely recover if successful, appropriately
23 discounted for the risk of not prevailing, should be compared with the amount of the proposed
24 settlement") (internal citations omitted); *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975); *Boyd v.*
Bechtel Corp., 485 F. Supp. 610, 616-17 (N.D. Cal. 1979).

25 If Plaintiff pursued this case without settlement and failed to prevail, Plaintiff would have
26 been potentially responsible for Defendant's costs. Rebelo Showalter Decl. ¶ 11. As such, should
27 individual current or former employees of Defendant bring individual claims on the same causes of
28

1 action, they would each face the uncertainty of prevailing and the possibility of paying costs to
2 Defendant. Accordingly, such claims likely would not be brought by many of these current and
3 former employees – thus, this lawsuit achieves a true benefit for the Class that they might not
4 otherwise get or seek as individuals. Here, given that a fair and reasonable settlement has been
5 reached, neither Plaintiff nor any of the Class Members will be required to pay for Defendant’s
6 litigation costs.

7 The risks of this case were weighed by Class Counsel and should be considered a significant
8 factor by the Court in its determination of final approval. Class Counsel obtained a significant
9 settlement for the Class that resulted in a fair recovery which at the same time provides for finality
10 and no risk of costs by the Class Members or Class Representative.

11 The Agreement also affords the Class prompt, fair relief while avoiding significant legal and
12 factual battles that otherwise may have prevented the Class from obtaining any recovery at all.
13 While Class Counsel believe the Class Members’ claims are meritorious and can be successfully
14 litigated, they are experienced and fully understand the inherent risks and uncertainty involved with
15 such matters as the resolution of class certification, the outcome of a potential trial, and the outcome
16 of any appeals that would inevitably follow should the Class prevail at trial. Class Counsel has also
17 assessed the same risks in connection with the current settlement. Because the settlement provides
18 immediate and substantial relief, without the attendant risks and delay of continued litigation – not
19 to mention the threat of litigation fees and costs – Class Counsel believe that the settlement
20 warrants the Court’s final approval.

21 **4. The Complexity, Expense, and Likely Duration of Continued Litigation**
22 **Against Defendant Favor Final Approval**

23 Another factor considered by courts in approving a settlement is the complexity, expense,
24 and likely duration of the litigation. *See Officers for Justice*, 688 F.2d at p. 625; *Girsh*, 521 F.2d at
25 p. 157. In applying this factor, the Court must weigh the benefits of the settlement against the
26 expense and delay involved in achieving an equivalent or more favorable result at trial. *Young v.*
Katz, 447 F.2d 431, 433-34 (5th Cir. 1971).

27 As noted above, continued litigation could have led to appeals on several issues. On the
28 other hand, the settlement that was reached provides to all Class Members – regardless of their

means – fair relief in a prompt and efficient manner. Were the Court to deny final approval, the Class Members would be left without a remedy as a practical matter and courts across the State would have to address the issues presented here in a piecemeal, costly, and time-consuming manner. The settlement in this case is therefore consistent with the “overriding public interest in settling and quieting litigation” that is “particularly true in class action suits.” *See Van Bronkhorst*, 529 F.2d at p. 950 (footnote omitted); *see also 4 Newberg* at § 11.41. Here, this case could have involved years of further litigation, in addition to the three years that have already elapsed.

5. The Opinion of Experienced Counsel Favors Final Approval

Class Counsel supports the settlement as fair, reasonable, and adequate, and in the best interest of the Class Members as a whole. Lee Decl. ¶ 2; Gavron Decl. ¶ 2. Similarly, counsel for Defendant is in favor of this settlement. The endorsement of qualified and well-informed counsel of a settlement as fair, reasonable, and adequate is entitled to significant weight by the Court in its final approval determination. *See Officers for Justice*, 688 F.2d at p. 625; *Ellis*, 87 F.R.D. at p. 18; *Boyd*, 485 F. Supp. at p. 617; *Linney*, 151 F.3d at p. 1242.

IV. THE PROPOSED PROCEDURE FOR UNCASHED SETTLEMENT CHECKS SHOULD BE APPROVED

As referenced in the Motion for Preliminary Approval, to the extent any uncashed settlement funds remain after 180 days of the mailing of the individual settlement checks, the Parties have agreed that all such uncashed settlement funds shall be distributed to the *cy pres* recipient Legal Aid at Work, a non-profit organization that provides legal services and advocacy to low-income individuals, in accordance with C.C.P. § 384. Neither class counsel nor Plaintiff has a conflict of interest with the proposed *cy pres* recipient. Gavron Decl. ¶ 8; Lee Decl. ¶ 5; Showalter Decl. ¶ 9.

V. THE REQUESTED CLASS REPRESENTATIVE ENHANCEMENT SHOULD BE APPROVED

Class Representative Marie Rebelo Showalter requests a total service award of \$10,000.00. Plaintiff met with Class Counsel, had numerous discussions with Class Counsel, and provided substantive information regarding Defendant’s policies and practices at issue in this case. Rebelo Showalter Decl. ¶ 7. Accordingly, Plaintiff provided invaluable information, evidence, and documents that resulted in this settlement.

1 In addition to the invaluable services that she provided, Plaintiff also took significant risks,
2 both professionally and monetarily, in acting as Class Representative, seeking benefits on behalf of
3 the Class. Rebelo Showalter Decl. ¶ 8. Because the claims alleged by the Class Representative
4 involved the payment of costs to the prevailing party, Plaintiff could have possibly faced paying the
5 costs of Defendant, had she not prevailed in this action. *Id.* Despite this, however, Plaintiff agreed
6 to pursue this case on behalf of the Class.

7 Also, given that future employers are much less likely to hire individuals who have filed
8 employment-related lawsuits, particularly cases of this nature, the Class Representative also faced
9 significant risk in not being able to find suitable employment and/or retaliation from prospective
10 employers as a result of filing of this case against Defendant. Plaintiff took these risks upon herself
11 to the benefit of the Class. Rebelo Showalter Decl. ¶ 11. Class Members did not have to file
12 individual lawsuits and bear the risks of payment of costs if they did not prevail, nor did they have
13 to face the potential for retaliation and not getting future employment had they filed a lawsuit which
14 is a public record. These are significant benefits that weigh in favor of granting the requested
15 enhancement. Moreover, this litigation has resulted in a significantly valuable benefit to the Class,
16 *i.e.*, an average award to Class Members in the amount of \$1,158.55, and Plaintiff took on
17 substantial risks in helping to get this financial benefit to the Class. As such, the enhancement
18 should be awarded to Plaintiff for her commitment, dedication, and risks taken for this litigation.

19 Finally, Plaintiff provided a general release and waiver of the protections of Civil Code §
20 1542, which other Class Members did not have to do. Agreement ¶ 6.4; Rebelo Showalter Decl. ¶
21 12. This is a more extensive release than that provided by the Class at large, also supporting the
22 request for the enhancement.

23 Courts have routinely granted approval of settlements containing such enhancements. *See*
24 *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299-300 (N.D. Cal. 1995) (incentive
25 award of \$50,000); *In re Dun & Bradstreet Credit Servs. Customer Litig.*, 130 F.R.D. 366, 374
26 (S.D. Ohio 1990) (two incentive awards of \$ 55,000, and three incentive awards of \$35,000);
27 *Brotherton v. Cleveland*, 141 F. Supp. 2d 907, 913-14 (S.D. Ohio 2001) (granting a \$50,000
28 incentive award); *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251-

52 (S.D. Ohio 1991) (\$50,000 awarded to each class representative); *Glass v. UBS Fin. Servs.* No. C-06-4068, 2007 U.S. Dist. LEXIS 8476, at *51-52 (N.D. Cal. Jan. 27, 2007) (awarding \$25,000 incentive award in FLSA overtime wages class action); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (affirming \$25,000 Incentive award to class representative in ERISA case).

VI. THE REQUESTED ATTORNEYS' FEES SHOULD BE APPROVED

Class Counsel seeks a fee award calculated at approximately one-third of the Gross Settlement Amount, or \$176,765.99, which includes an additional \$10,098.99 in proposed fees given the increase in the Gross Settlement Amount by virtue of the escalator clause. California state and federal courts have recognized that an appropriate method for determining award of attorneys' fees is based on a percentage of the total value of benefits to class members by the settlement. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 254 (2001); *Serrano v. Priest*, 20 Cal. 3d 25, 34 (1977) [*Serrano III*]; *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1997). The purpose of this equitable doctrine is to avoid unjust enrichment to the class and to "spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent v. Hughes Air West, Inc.*, *supra*, 557 F.2d at p. 769.

The California Supreme Court issued its ruling regarding the award of attorney's fees in wage and hour class action settlements in *Laffitte*. Under California law, the award of attorneys' fees in common fund wage and hour class action settlements is proper under the percentage method. *See Laffitte v. Robert Half Int'l*, 1 Cal. 5th 480, 503 (2016) ("We join the overwhelming majority of federal and state courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards class counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created"). Under the percentage of the fund method, the Court's objective remains to "mimic the market" in fixing a reasonable fee. *See Gaskill v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998) (J. Posner) ("When a fee is set by a court rather than by contract, the object is to set it at a level that will approximate what the market will set.... The judge, in other words, is trying to mimic the market in legal services.").

1 Here, the fee award representing approximately one-third of the fund clearly falls within that
2 range and is consistent with other rulings of other courts and comprehensive surveys of class action
3 settlements and fee awards. *See Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23
4 (S.D. Cal. 2011) (recognizing that “courts may award attorney’s fees in the 30-40% range in wage
5 and hour class actions that result in recovery of a common fund under \$10 million”); *see also*
6 Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study: 1993-2008*, 7
7 J. of Empirical Leg. Stud. 248, 262, fn. 16 (2010) (independent studies of class action litigation
8 nationwide conclude that fees in the range sought here are consistent with market rates).

9 The results delivered by Class Counsel also support the requested percentage of the fund.
10 Here, Plaintiff and her counsel secured a \$530,300.00 non-reversionary common fund settlement.

11 Finally, “the response of the class members to attorneys’ fee notice, though not decisive, is
12 relevant to the...reasonable determination” regarding fees. *Swedish Hospital v. Shalala*, 1 F.3d
13 1261, 1272 (D.C. Cir. 1993). A positive response rate tends to suggest that the court’s
14 “approximation of the market” for fees is well supported. *Id.* at p. 1269. In this case, the Notice of
15 Settlement specifically notified Class Members that Class Counsel would be seeking up to one-third
16 of the Gross Settlement Amount, which, prior to the escalator clause being triggered was estimated
17 to be \$166,667.00 in attorneys’ fees. Because the escalator clause was triggered, the amounts
18 distributed to the Class Members will increase proportionately and so too will the requested
19 attorneys’ fees because they were both derivative of the total Gross Settlement Amount. To date,
20 no Class Member has objected to, or opted not to participate in, the settlement. This strong
21 favorable response also supports the requested fees.

22 In addition, it is recognized that one of the primary factors justifying an enhanced attorney’s
23 fees reward is the attendant risks inherent in the litigation. As observed in *City of Detroit v.*
24 *Grinnell Corp.*:

25 No one expects a lawyer whose compensation is contingent upon his
26 success to charge, when successful, as little as he would charge a client
27 who had agreed to pay for his services, regardless of success. Nor,
28 particularly in complicated cases producing large recoveries, is it just
to make a fee depend solely on the reasonable amount of time
expended.

1 *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 470 (2d Cir. 1974). Here, it is clear that a
2 settlement fund of \$530,300.00 has been created as the entire amount is to be paid out without any
3 reversions. For Class Counsel, the fees here were wholly contingent in nature and the case
4 presented far more risk than the usual contingent fee case. Among the risks was the cost inherent in
5 class action litigation, as well as a potentially drawn-out battle with a corporate Defendant.

6 As secondary support for the percentage of the fund method, courts have discretion to
7 “cross-check” the fees awarded through the lodestar method. However, the *Laffitte* Court
8 “emphasize[d] [that] the lodestar calculation, when used in this manner, does not override the trial
9 court’s primary determination of the fee as a percentage of the common fund and thus does not
10 impose an absolute maximum or minimum on the potential fee award.” *Laffitte*, 1 Cal.5th at p. 505;
11 *In re Rite Aid Corp. Secs. Litig.*, 396 F.3d 294, 306-307 (3d Cir. 2005) (“[The lodestar cross-check
12 does not trump the primary reliance on the percentage of common fund method”).

13 The Supreme Court in *Laffitte* stated: “If the multiplier calculated by means of a lodestar
14 cross-check is extraordinarily high or low, the trial court should consider whether the percentage
15 used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court
16 is not necessarily required to make such an adjustment.” *Id.* Thus, a lodestar cross-check is aimed at
17 astronomical multipliers. Indeed, cross-checks are not required; in many cases, performing a cross-
18 check “undermines” one of the primary reasons for using the percentage method: aligning counsel’s
19 incentives with the benefits delivered to the class and discouraging protracted litigation. *Id.* at p.
20 506 (finding trial courts “retain the discretion to forgo a lodestar cross-check”); *Report of the Third*
21 *Circuit Task Force, Court Awarded Attorney Fees*, 108 F.R.D. 237, 258 (1985); *Lealao v.*
22 *Beneficial California, Inc.*, 82 Cal. App. 4th 19, 29-30 (2000) (citing the recommendations of the
23 Third Circuit Task Force with approval and observing that “[t]he criticisms of the lodestar approach
24 set forth in this Report are now echoed by many authorities, who have been most vocal about the
25 manner in which it exacerbates the problem of ‘cheap settlements’ and burdens already overworked
26 trial judge”).

27 Courts have defined reasonable multipliers on a lodestar cross-check to “range from 2 to 4
28

1 or even higher.” *Wershba v. Apple Computer, Inc*, 91 Cal. App. 4th 224, 255 (2001); *see also, e.g.,*
2 *Sutter Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52
3 multiplier on a cross-check in an antitrust class action); *Chavez*, 162 Cal. App. 4th at p. 60
4 (applying a 2.5 multiplier on a lodestar cross-check); *City of Oakland v. Oakland Raiders*, 203 Cal.
5 App. 3d 78 (1988) (affirming a 2.34 multiplier without remand). The intermediate court in *Laffitte*,
6 after finding that “2 to 4” is a reasonable range for multipliers on a cross-check, affirmed a 2.13
7 multiplier. *Laffitte*, 231 Cal. App. 4th at pp. 881-82. The intermediate court opinion was affirmed in
8 full by the California Supreme Court in its new decision guiding lower courts on assessing fees.

9 With respect to Class Counsel’s lodestar, to date, approximately 182.4 hours have been
10 expended by Class Counsel in this matter. Gavron Decl. ¶ 16, Ex. A; Lee Decl. ¶ 10, Ex. A.
11 Moreover, Class Counsel expects to incur approximately 20 additional hours in finalizing this
12 settlement, including handling any post-approval matters and settlement issues that may arise.
13 Gavron Decl. ¶ 17; Lee Decl. ¶ 11. Mr. Lee requests an hourly rate of \$850.00 per hour. Lee Decl. ¶
14 12. Mr. Gavron requests an hourly rate of \$600.00. Gavron Decl. ¶ 19. The courts are quite liberal
15 in the evidence required to prove an attorney’s hours. Detailed time records are not required. An
16 attorney’s testimony alone may suffice: “Testimony of an attorney as to the number of hours
17 worked on a particular case is sufficient evidence to support an award of attorney fees, even in the
18 absence of detailed time records.” *Martino v. Denevi*, 182 Cal. App. 3d 553, 559 (1986).

19 Reasonable hours include, in addition to time spent during litigation, the time spent before
20 the action is filed, including time spent interviewing the clients, investigating the facts and the law,
21 and preparing the initial pleadings. *New York Gaslight Club, Inc. v. Carey*, 447 U.S. 54, 62 (1980).
22 Further, the fee award should include fees incurred to establish and defend the attorneys’ fee claim.
23 *Serrano v. Unruh*, 32 Cal. 3d 621, 639 (1982) [*Serrano IV*]. Thus, Class Counsel requests that the
24 court find that these hours were reasonable in this litigation.

25 A reasonable hourly rate is the prevailing rate charged by attorneys of similar skill and
26 experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22 Cal. 4th 1084, 1095
27 (2000). The court may consider other factors when determining a reasonable hourly rate, *e.g.*, the
28 attorney’s skill and experience, the nature of the work performed, the relevant area of expertise and

1 the attorney's customary billing rates. *Flannery v. California Highway Patrol*, 61 Cal. App. 4th
2 629, 632-33 (1998).

3 Class Counsel's skill and experience justify the requested rate. As shown in the supporting
4 declarations, Class Counsel have significant experience in the area of employment and wage and
5 hour class actions. Specifically, Class Counsel's practice focuses on representing employees in
6 employment matters, particularly wage and hour cases. Lee Decl. ¶ 7-9; Gavron Decl. ¶ __. As such,
7 based on the hours and applicable rate, the total lodestar to be expended by Class Counsel through
8 finalizing this settlement will be approximately \$137,265.00, based on 202.4 (182.4 incurred + 20
9 anticipated) total hours. Lee Decl. ¶¶ 10, 11; Ex. A; Gavron Decl. ¶¶ 16, 17, Ex. A.

10 Once the court establishes the lodestar amount, it may enhance the fee award by a multiplier
11 in order to make an appropriate fee award. *Serrano v. Priest*, 20 Cal. 3d at p. 48. The pertinent
12 factors include the difficulty of the questions involved and the skill in presenting them, the
13 contingent nature of the fee award, the extent to which the litigation precluded other employment,
14 and the percentage-of-the-fund the attorney would have received on the fair market. *Id.*, *Lealao*, 82
15 Cal. App. 4th at p. 49. However, this list is not exhaustive, and the court can consider other factors
16 it deems important in setting the multiplier. *Ketchum v. Moses*, 24 Cal. 4th 1122, 1139 (2001).

17 It is also critical to note that prompt settlement cannot be used to diminish the fee or the
18 enhancement based on a percentage-of-the-fund. *Lealao*, 82 Cal. App. 4th at p. 52 (the promptness
19 of settlement "cannot be used to justify the refusal to apply a multiplier"). According to *Lealao*,
20 courts placed "an extraordinarily high value" on settlement, and counsel should be rewarded, not
21 punished, for achieving this goal in a timely fashion. *Id.*

22 Here based upon Plaintiff's counsel's lodestar of \$137,265.00, Plaintiff's request for a
23 multiplier of approximately **1.2** is reasonable and fair, particularly based on the factors described
24 above and that it is **well below** the typical range of multipliers awarded by the court. *Wershba v.*
25 *Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) (noting that courts using the lodestar method to
26 calculate attorney fees awards in class actions typically apply multipliers in the range of 2 to 4);
27 *Boyd v. Bank of Am. Corp.*, 2014 U.S. Dist. LEXIS 162880 (C.D. Cal. 2014) (awarding 33% of the
28 common fund, based on a multiplier of 2.58, in a wage and hour class action settlement);

1 *Vandervort v. Balboa Capital Corp.*, 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding 33% of
2 the common fund, based on a multiplier of 2.52).

3 As such, the requested fee award is fair and reasonable, and should be awarded in its
4 entirety. Class Counsel risked not only a great deal of time, but also a great deal of expense to
5 ensure the successful litigation of this action on behalf of all Class Members. For such reasons,
6 Class Counsel's request for attorneys' fees in the amount of \$176,765.99 is fair, reasonable, and
7 adequate.

8 **VII. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
9 **COSTS**

10 The request for reimbursement of costs, in the amount of \$8,390.98 is fair and reasonable,
11 especially in light of the fact that the Parties agreed that Plaintiff's counsel may seek up to
12 \$25,000.00 as reimbursement for litigation costs under the Settlement Agreement. As set forth in
13 Plaintiff's counsel's declaration, the costs were all directly incurred in the prosecution of this
14 action, including but not limited to, filing and service fees, postage fees, and costs associated with
15 mediation. Gavron Decl. ¶ 20, Ex. B. As such, this requested costs should be approved as fair and
16 reasonable.

17 **VIII. THE SETTLEMENT ADMINISTRATOR'S FEES AND COSTS SHOULD BE**
18 **APPROVED**

19 Pursuant to the terms of the Settlement Agreement, the fees and costs of the Settlement
20 Administrator, Phoenix Settlement Administrators, are to be paid out of the class settlement funds.
21 As shown on the Declaration of Yami Burns, the settlement administration fees expended in this
22 matter amount to a total of \$8,250.00, which is the amount that was agreed upon by the Parties.
23 Admin. Decl. ¶ 17, Ex. B. For such reasons, it is requested that the Settlement Administrator's fees
24 be approved.

25 **IX. CONCLUSION**

26 For all the foregoing reasons, and on the basis of the authorities cited herein, Plaintiff
27 respectfully submits that the standards for final approval have been met and the terms of the
28 Agreement are fair, adequate, and reasonable.

Accordingly, Plaintiff respectfully requests that the Court enter an Order in the form

proposed and submitted:

1. Granting final approval to the proposed Agreement in this action;
2. Approving distribution of the settlement funds to the Class Members pursuant to the terms of the Agreement;
3. Approving Plaintiff's request for an award of the class representative enhancement of \$10,000.00, with payment pursuant to the terms of the Agreement;
4. Approving Class Counsel's request for an award to Class Counsel for \$176,765.99 in attorneys' fees and \$8,390.98 in costs, with payment pursuant to the terms of the Agreement;
5. Approving Plaintiff's request for payment of the settlement administration costs to Phoenix Settlement Administrators in the amount of \$8,250.00, with payment pursuant to the terms of the Agreement;
6. Approving Plaintiff's request for payment of PAGA penalties to the LWDA for \$37,500.00 and \$12,500.00 to the Aggrieved Employees, with payment pursuant to the terms of the Agreement; and
7. Entering final judgment as to all members of the Class in this action.

Dated: April 16, 2024

DIVERSITY LAW GROUP, P.C.

By: 

Larry W. Lee

Max W. Gavron

Attorneys for Plaintiff and the Class

1 **PROOF OF SERVICE**

2 **(Code of Civil Procedure Sections 1013a, 2015.5)**

3
4 STATE OF CALIFORNIA]
5 COUNTY OF LOS ANGELES]ss.
6]

7 I am employed in the County of Los Angeles, State of California. I am over the age of
8 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite
9 1250, Los Angeles, California 90071.

10 On April 16, 2024, I served the following document(s) described as:

- 11 **1. PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL**
OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT
- 12 **2. DECLARATION OF MAX W. GAVRON IN SUPPORT OF PLAINTIFF'S**
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
- 13 **3. DECLARATION OF LARRY W. LEE IN SUPPORT OF PLAINTIFF'S MOTION**
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
- 14 **4. DECLARATION OF MARIE REBELO SHOWALTER IN SUPPORT OF**
PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION
15 **SETTLEMENT**
- 16 **5. DECLARATION OF YAMI BURNS WITH RESPECT TO NOTICE AND**
17 **SETTLEMENT ADMINISTRATION**
- 18 **6. [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
19 **SETTLEMENT AND JUDGMENT**

20 on the interested parties in this action as follows:

21
22
23 Sara A. Moore
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1 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-
2 entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website
3 www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for
4 the above-entitled case. The service transmission was reported as complete and a copy of the
filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
in this office.

5 I declare under penalty of perjury under the laws of the State of California that the
6 above is true and correct. Executed on April 16, 2024, at Los Angeles, California.

7
8 
9 Erika Mejia