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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RAFAEL JIMENEZ, individually and on behalf of others similarly situated and similarly aggrieved employees,

Plaintiffs,

v.

CARGO HS LLC, an active California Limited Liability Company; and DOES 1 through 10,

Defendants.

Case No.: 21STCV15258

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Elihu M. Berle in Dept. SS-6]

PLAINTIFF’S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS REPRESENTATIVE’S ENHANCEMENT AWARD, CLASS COUNSEL ATTORNEYS’ FEES AND COSTS, SETTLEMENT ADMINISTRATION COSTS, AND LWDA PAYMENT

[FILED CONCURRENTLY WITH DECLARATION OF HAIK HACOPIAN; DECLARATION OF ZORIK MOORADIAN; DECLARATION OF JENNIFER FORST; DECLARATION OF RAFAEL JIMENEZ]

Date: January 7, 2025

Time: 9:00 a.m.

Dept.: SS-6

1 **PLEASE TAKE NOTICE** that, pursuant to Cal. Rules of Court, rule 3.769, on
2 January 7, 2025 at 9:00 a.m. or as soon thereafter as the matter may be heard in Department
3 SS-6 of the above-entitled Court located at 312 North Spring Street, Los Angeles, California
4 90012, Plaintiff Rafael Jimenez ("Plaintiff"), individually and on behalf of a similarly-situated
5 class of individuals, will and hereby does move this Court for entry of an Order pursuant to
6 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.769:

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

9 All hourly, non-exempt employees who are currently or have been
10 employed by Defendant Cargo HS, LLC in the State of California at
11 any time during the period of April 21, 2017 through March 31,
12 2023 ("Class Period");

13 2. Confirming the appointment of Plaintiff Rafael Jimenez as Class
14 Representative;

15 3. Confirming the appointment of Zorik Mooradian and Haik Hacopian of
16 Mooradian Law, APC, as Class Counsel;

17 4. Granting final approval of the Amended Class Action and PAGA Settlement
18 Agreement and Notice ("Settlement Agreement" or "S.A.");

19 5. Approving an award of \$183,333.33 in Attorneys' Fees to Class Counsel;

20 6. Approving an award of \$12,675.28 in litigation costs and expenses to Class
21 Counsel;

22 7. Approving an award of \$10,000 in Settlement Administration Costs to CPT
23 Group;

24 8. Approving an allocation of \$25,000 for Private Attorneys General Act
25 ("PAGA") claims with respective division and payments as follows: 75% (\$18,750.00) to the
26 California Labor and Workforce Development Agency ("LWDA") and 25% (\$6,250.00) to
27 Aggrieved Employees ("all hourly, non-exempt employees who are currently or have been
28 employed by Cargo in the State of California at any time during the period of April 21, 2020

1 through March 31, 2023 ("PAGA Period")); and

2 9. Approving an Enhancement Award totaling \$7,500 to Plaintiff for his service
3 as the Class Representative.

4 This Motion is made on the following grounds: (1) the Settlement Class continues to
5 meet the requirements for class certification for settlement purposes only under Code of Civil
6 Procedure § 382; (2) Plaintiff Jimenez and previously appointed Class Counsel continue to be
7 adequate representatives of the Settlement Class; (3) the Settlement is a fair, adequate, and
8 reasonable compromise of disputed wage and hour claims; (4) the requested awards of Class
9 Counsel Attorneys' Fees, Class Counsel Costs, Enhancement Award, and Settlement
10 Administration Costs, are all fair, adequate, and reasonable; and (5) in light of the foregoing,
11 an order approving the Settlement should be entered so as to give finality to, and allow for
12 disbursements from, the Settlement.

13 This motion is based on this Notice, the attached Memorandum of Points and
14 Authorities, the supporting declarations of Haik Hacopian, Zorik Mooradian, Jennifer Forst,
15 Rafael Jimenez, and the exhibits attached thereto; the Settlement Agreement; all other
16 pleadings and papers on file in this action; and on any further oral or documentary evidence
17 or argument presented at the time of hearing.

18
19 Dated: October 25, 2024

MOORADIAN LAW, APC

20 By: /s/Haik Hacopian

21 Zorik Mooradian, Esq.,
22 Haik Hacopian, Esq.,
23 Attorneys for Plaintiff individually and on
24 behalf of others similarly situated and other
25 aggrieved employees
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1
2 **MEMORANDUM OF POINTS AND AUTHORITIES**

3 **I. INTRODUCTION**

4 Plaintiff, Rafael Jimenez (hereinafter “Plaintiff” or “Class Representative”), hereby
5 requests final approval of the non-reversionary class action settlement entered into with
6 Defendant Cargo HS LLC (hereinafter collectively “Cargo” or “Defendant”) which resolves
7 the subject class and representative action on behalf of the Settlement Class defined as
8 follows:

9 All hourly, non-exempt employees who are currently or have been
10 employed by CARGO in the State of California at any time during the
11 period of April 21, 2017 through March 31, 2023 (“Class Period”).

12 To date, this settlement has been received positively by the Settlement Class with a
13 100% participation rate by 382 Settlement Class Members. There are zero objections and zero
14 exclusion requests. Plaintiff will file an updated administration declaration after the November
15 25, 2024 response deadline and is confident that the positive response will hold.

16 This settlement, if approved, will pay an average of \$809.34 to Participating
17 Settlement Class members. Cargo will pay a gross settlement of \$550,000.00 to fund the
18 settlement, plus the employer’s share of payroll taxes on the portion of the net settlement that
19 is allocated to wages.

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

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

4 • Conducted initial investigations and developed the theories and facts to support
5 Plaintiff's claims;

6 • Conducted formal and informal discovery including review and analysis of
7 significant document and wage related electronic records including employee time and payroll
8 records;

9 • Prepared a detailed mediation brief and damages analysis in connection with a
10 mediation session with Lou Marlin;

11 • Engaged in arm's length settlement negotiations with Defendant at the
12 mediation which resulted in this settlement;

13 • Worked with Defendant to further perfect the Settlement, to prepare the
14 Settlement Agreement, related forms, and approval motions; and

15 • Incurred a minimum of \$12,675.28 in costs pursuing this case on behalf of
16 Settlement Class Members that would not have been recoverable had Plaintiff lost.

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

19 • The risk of being unable to establish class-wide liability on the meal and rest
20 period claims in light of the defense that all breaks were properly provided under *Brinker*
21 *Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004;

22 • The necessity of significant individualized inquiry with respect to any unpaid
23 wage claims and/or meal/rest break claims making certification unlikely and decertification
24 likely;

25 • The risk of being unable to establish class-wide liability on the wage statement
26 and waiting time claims in light of the burden of proving that any violations were "knowing
27 and intentional";
28

1 • The risk of being denied the ability to proceed on a class basis in view of the
2 U.S. Supreme Court's decisions in *Wal-Mart Stores, Inc. v. Dukes* (2011) 131 S.Ct. 2541, and
3 *Comcast Corp. v. Behrend* (2013) 133 S.Ct. 1426, and the California Supreme Court's
4 decision in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1;

5 • The risk of a potentially prolonged and expensive trial;

6 • The risk of Plaintiff being held liable for Defendant's attorneys' fees and/or
7 costs if this case had been unsuccessful;

8 • The risk of lengthy appeals; and

9 • The risk that Plaintiff's future employment prospects would be adversely
10 affected by filing the instant lawsuit.

11 Despite the many risks faced by Plaintiff and Class Counsel, and the difficulty in
12 prosecuting such a complex case, they nevertheless achieved a positive result for the
13 Settlement Class. Accordingly, Class Counsel's request for attorneys' fees of \$183,333.33, or
14 one-third (33 1/3%) of the Settlement Amount, is fair, adequate and reasonable. This amount
15 is well-earned, supported by controlling case law, and is squarely within the range awarded
16 by California courts in similar complex cases. Such an award is reasonable and supported by
17 the California Supreme Court's ruling in *Laffitte v. Robert Half Intern., Inc.* (2016) 1 Cal 5th
18 480. Class Counsel's collective lodestar is \$81,789, and the application of a modest 2.24
19 multiplier would result in the requested fee award. Alternatively, to the extent counsel's
20 lodestar is valued at the Laffey Matrix's current hourly rates, a multiplier of 1.18 would result
21 in the fee award. The incurred expenses totaling \$12,675.28 were reasonable and necessary to
22 the prosecution of this action and the administration of this Settlement and are less than the
23 \$15,000 maximum contemplated by the Settlement Agreement.
24

25 Likewise, it is fair that the Settlement Administrator be paid its reasonable fee of
26 \$10,000 and a payment for \$18,750.00 to the LWDA, for its share of PAGA penalties, be
27 approved.
28

1 Finally, Plaintiff's requested Enhancement Award for \$7,500.00 also warrants
2 approval because it is fair and reasonable in view of Plaintiff's efforts in his case and the risks
3 he has undertaken, especially considering that he jeopardized his future job prospects and
4 exposed himself to the risk of awards for attorneys' fees and costs against him (which could
5 have potentially totaled several hundred thousand dollars). Notably, this matter implicates
6 Plaintiff's involvement for over a four year period.

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

10 **II. FACTUAL AND PROCEDURAL BACKGROUND**

11 **A. Plaintiff's Lawsuit**

12 On April 21, 2021, Plaintiff Rafael Jimenez commenced this Action by filing a
13 Complaint alleging causes of action against CARGO for: (1) Failure to Provide Meal Periods;
14 (2) Failure to Provide Paid Rest Periods; (3) Failure to Pay Wages; (4) Failure to Timely Pay
15 Wages at Termination/Separation; (5) Failure to Timely Pay Vacation Wages at Termination;
16 (6) Failure to Provide Accurate Wage Statements; and (7) Violation of Unfair Business
17 Practices Act – Bus. & Prof. Code §§ 17200, et seq. On November 23, 2021, Plaintiff filed a
18 First Amended Complaint alleging an additional cause of action against CARGO HS LLC for
19 PAGA Penalties. The First Amended Complaint is the operative complaint in the Action (the
20 "Operative Complaint.") S.A. ¶2.1.

22 **B. Discovery and Mediation**

23 The Parties have conducted investigation of the operative facts and applicable law
24 during the pendency of the case through informal discovery requests. Prior to mediation,
25 Plaintiff obtained copies of exemplar payroll correction forms, policies including employee
26 handbook, a 15% sample of electronic time and payroll data, as well as handwritten employee
27 timesheets. The electronic payroll file that Plaintiff had expertly analyzed reflected 9,336 lines
28 of data and the electronic timekeeping data reflected 21,602 lines of data. Declaration of Haik

Hacopian (hereinafter “HH Decl.”), ¶7.

On March 3, 2023, Plaintiff and Defendant participated in a full-day mediation before Mr. Lou Marlin. The Parties were able to reach a resolution at the mediation and entered into a Memorandum of Understanding (“MOU”). The Parties ultimately entered into a long-form agreement incorporating the MOU’s terms, which was based on the LASC model agreement for class and PAGA settlements, a true and correct copy of which was submitted as part of Plaintiff’s initial Preliminary Approval filing. HH Decl. ¶8.

C. Grant of Preliminary Approval

This Court granted preliminary approval of the Settlement on August 21, 2024 after holding a hearing on that date and entered the Preliminary Approval Order on August 30, 2024. Prior to the hearing, on June 12, 2023, Plaintiff filed his Motion for Preliminary Approval and supporting papers. On November 30, 2023, the Court held a hearing on Plaintiff’s Motion whereby clarifications and changes to the settlement were requested. In response, Supplemental Briefs with supporting declarations were filed by Plaintiff on May 10, 2024 and July 12, 2024, the latter of which included the operative Settlement Agreement. A true and correct copy of the September 3, 2024 Notice of Entry of Order Granting Preliminary Approval of Class Action Settlement is attached as **Exhibit “1”** to the Declaration of Haik Hacopian. HH Decl., ¶9, Exh. 1.

Preliminary Approval Motion filings were submitted to the LWDA online, proofs for which were provided with each respective filing. These submissions were in addition to the PAGA Notice Letter communicated by Plaintiff to Defendant and the LWDA.

III. SUMMARY OF THE SETTLEMENT AND NOTICE PROCESS

A. Monetary Terms

This Settlement provides for Cargo to pay the non-reversionary settlement amount of \$550,000 (“Settlement Amount”), in addition to the employer share of payroll taxes on the wage component of this Settlement. S.A. ¶¶1.22, 3.1. The Net Settlement Amount is the amount remaining from the Settlement Amount after deducting Class Counsel fees

1 (\$183,333.33 or one-third of the Settlement Amount), Class Counsel costs (\$12,675.28), the
2 Enhancement Award to named Plaintiff (\$7,500.00), settlement administration costs
3 (\$10,000.00), the LWDA's 75% share of the PAGA allocation (\$18,750.00), and aggrieved
4 employees 25% share of same (\$6,250.00). S.A. ¶¶1.34, 3.2.5. The foregoing deductions from
5 the Settlement Amount result in an estimated Net Settlement Amount of \$311,491.39. HH
6 Decl. ¶10.

7 An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount
8 by the total number of Workweeks worked by all Participating Class Members during the
9 Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
10 S.A. ¶3.2.4.

11 The Administrator will calculate each Individual PAGA Payment by (a) dividing the
12 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250.00) by the total
13 number of PAGA Release Period Pay Periods worked by all Aggrieved Employees during the
14 PAGA Release Period and (b) multiplying the result by each Aggrieved Employee's PAGA
15 Release Period Pay Periods. S.A. ¶3.2.5.1.

16 The average approximate Settlement Payment is \$809.34, the highest is \$5,402.57, the
17 lowest is \$17.43. Declaration of Jennifer Forst ("Forst Decl.") ¶15. Individual Class Payments
18 will be allocated twenty percent (20%) to wages and eighty percent (80%) to interest and
19 penalties. S.A. ¶3.4.2.1. Individual PAGA Payments will be reported on 1099 Forms. S.A.
20 ¶3.2.5.2.

21
22 **B. Summary of Notice Process and Response from the Settlement Class**

23 On September 4, 2024, CPT received a data file from Defendant containing each Class
24 Member's name, last known mailing address, Social Security number, and number of Class
25 Release Period Workweeks and PAGA Pay Periods. Forst Decl., at ¶5.

26 On September 24, 2024, the Notice Packets were mailed via U.S. first class mail, in
27 English and Spanish, to all 382 Class Members after conducting a National Change of Address
28 (NCOA) search to update addresses. *Id.* at ¶¶4, 7, & 8 (See Exhibit "A" – Notice Packet).

1 Ultimately, 2 Notice Packets were undeliverable after a skip trace. *Id.* at ¶¶9 & 10.

2 Class Members have until November 25, 2024 to submit objections, disputes, and/or
3 requests for exclusion. *Id.* at ¶8. As of October 17, 2024, CPT has not received any objections,
4 disputes to the settlement, or requests for exclusion. *Id.* at ¶¶11-13.

5 The average payment, per the administrator, to each Participating Class Member is
6 estimated at \$809.34, the highest payment is estimated at \$5,402.57, and the lowest at \$17.43.
7 *Id.* at ¶15. The average individual PAGA Payment is estimated to be \$16.89, the highest at
8 \$58.99, and the lowest at \$0.38. *Id.* at ¶16. On account of Class Counsel seeking less than the
9 maximum of \$15,000 allotted for costs, the final payments should be slightly higher.

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

11 Cargo shall fully fund the Gross Settlement Amount no later than twenty-one (21) days
12 after the Effective Date. S.A. ¶4.3. The Settlement Administrator shall distribute within seven
13 (7) days after Cargo funds the Gross Settlement Amount. S.A. ¶4.4. As there are no objections,
14 the Effective Date will be the date sixty-five (65) calendar after the Court enters a final Order
15 and Judgment. S.A. ¶1.18.

16 All checks for Individual Settlement Payments shall remain valid and negotiable for
17 180 days from the date of their issuance. Any checks not cashed during the 180 day period
18 after distribution shall be void, and the Participating Settlement Class Member's release shall
19 remain valid. After the 180 day period, all uncashed Individual Settlement Payments shall
20 escheat to the Unclaimed Property Fund of the Controller's office for the State of California.
21 S.A. ¶¶4.4.1-4.4.3.

22
23
24 **IV. THIS COURT SHOULD CONFIRM ITS CONDITIONAL**
25 **CERTIFICATION OF THE SETTLEMENT CLASS FOR SETTLEMENT**
26 **PURPOSES BECAUSE IT MEETS ALL OF THE REQUIREMENTS FOR**
27 **CLASS CERTIFICATION UNDER CODE OF CIVIL PROCEDURE § 382**

28 Under Code of Civil Procedure § 382, a class may be certified if: (1) it is ascertainable
and its members are too numerous for joinder to be practical; (2) the representative(s) and
absent class members share a community of interest and questions of law and fact common to

1 the class predominate over questions unique to individual class members; (3) the
2 representative's claims are typical of the class's claims; and (4) the representatives will fairly
3 and adequately represent the class's interests. See *Richmond v. Dart Industries, Inc.* (1981)
4 29 Cal.3d 462, 470. Here, this Court found that the Settlement Class meets all the requirements
5 for class certification for settlement purposes when it granted preliminary approval of the
6 Settlement on August 21, 2024. No new circumstances have cast any doubt on the propriety
7 of the preliminary approval determination. HH Decl., ¶11. In fact, the reaction of the
8 Settlement Class Members to the notice of the Settlement to date has been entirely in support
9 of the Settlement, with not a single Class Member objecting or requesting exclusion. Forst
10 Decl., ¶¶12 & 13. Accordingly, this Court should confirm its conditional certification of the
11 Settlement Class.

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

15 California courts have a strong policy in favor of settlement. See e.g., *Stambaugh v.*
16 *Superior Court* (1976) 62 Cal.App.3d 231, 236. Unlike individual settlements, class action
17 settlements involve a court approval process that exists to prevent fraud, collusion, and
18 unfairness to class members. *Malibu Outrigger Bd. of Governors v. Superior Court* (1980)
19 103 Cal.App.3d 573, 578-79. This approval process consists of preliminary settlement
20 approval, notice being given to class members, and a final fairness and approval hearing at
21 which class members have the opportunity to be heard with respect to the settlement. *Id.* Now
22 that notice has been provided to the Settlement Class Members, and the notice process is
23 complete, Plaintiffs respectfully request that the Court finally approve the Settlement as fair,
24 adequate, and reasonable.

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

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

11 [T]he strength of Plaintiff's case, the risk, expense, complexity and
12 likely duration of further litigation, the risk of maintaining class
13 action status through trial, the amount offered in settlement, the
14 extent of discovery completed and the stage of the proceedings, the
15 experience and views of counsel, the presence of a governmental
participant, and the reaction of the class members to the proposed
settlement.

16 *Id.* These factors require balancing, are non-exhaustive and, as such, trial courts should tailor
17 the factors to each case and give due regard to "what is otherwise a private consensual
18 agreement between the parties." *Id.*

19 "In the context of a settlement agreement, the test is not the maximum amount Plaintiff
20 might have obtained at trial on the complaint, but rather whether the settlement is reasonable
21 under all of the circumstances." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224,
22 250. Because settlements inherently involve compromise, even settlements providing for
23 substantially narrower relief than likely would be obtained if the suit were successfully
24 litigated can be reasonable because "the public interest may indeed be served by a voluntary
25 settlement in which each side gives ground in the interest of avoiding litigation." *Id.* (quoting
26 *Air Line Stewards, etc., Local 550 v. American Airlines, Inc.* (7th Cir. 1972) 455 F.2d 101,
27 109). In addition, courts review the discovery process and information received through it to
28 aid them in assessing whether the parties sufficiently developed the claims and their

1 supporting factual bases before reaching settlement. See *Kullar v. Foot Locker Retail Inc.*
2 (2008) 168 Cal.App.4th 116, 129-31. Information is sufficient where it allows the parties and
3 the court to form “an understanding of the amount that is in controversy and the realistic range
4 of outcomes of the litigation.” See *Clark v. American Residential Services LLC* (2009) 175
5 Cal.App.4th 785, 801. This requirement exists so that the parties can provide the court with
6 “a meaningful and substantiated explanation of the manner in which the factual and legal
7 issues have been evaluated.” *Kullar, supra*, 168 Cal.App.4th at 132.

8 Here, the Settlement resulted from extensive arm’s-length settlement negotiations
9 between and among qualified and experienced counsel, with the assistance of a well-respected
10 mediator, and is fair, adequate, and reasonable for all Settlement Class Members. As
11 discussed, the parties participated in a mediation session before Mr. Lou Marlin and agreed to
12 their Settlement. HH Decl., ¶8. While Plaintiff steadfastly maintains that his claims are
13 meritorious, he also appreciates that there are tremendous risks that continued litigation would
14 entail thereby resulting in a loss in value under the maximum exposure analysis, as extensively
15 briefed in Plaintiff’s papers in support of Preliminary Approval.

16 First, there are risks with respect to obtaining, and maintaining, class certification for
17 trial purposes that support the fairness of the Settlement. For example, in the case of *Koval v.*
18 *Pacific Bell Telephone Co.* (2014) 232 Cal.App.4th 1050, the plaintiffs were unable to certify
19 claims for failure to provide meal and rest periods due to their inability to show that managers
20 applied allegedly illegal policies consistently on a class-wide basis. See also *Ali v. U.S.A. Cab,*
21 *Ltd.* (2009) 176 Cal.App.4th 1333, 1350. Moreover, the California Supreme Court’s decision
22 in *Duran v. U.S. Bank* (2014) 59 Cal.4th 1, makes class certification even less certain given
23 its antipathy towards using “sampling” as a basis for ascertaining class-wide liability and/or
24 damages. Accordingly, Plaintiff would likely encounter extreme difficulty in certifying most
25 of the claims in this case because, while they may present substantial common liability issues,
26 they also give rise to individual damages issues. HH Decl., ¶12. Thus, there is a significant
27 risk that this case would not proceed to completion as a class action absent the Settlement.
28

1 Second, there are substantial risks with respect to establishing the merits of Plaintiff's
2 claims. As explained in the briefing in support of the Motion for Preliminary Approval, the
3 primary claim for unpaid wages required determinations at the individual level as to "why"
4 any off-the-clock work was performed, a major impediment to class certification. Defendant
5 contended that it satisfied their obligations under *Brinker*. Moreover, engaging in the inquiry
6 of whether any late, short, or missed break was a result of employee choice or employer
7 coercion would entail significant individualized inquiries affecting class treatment of the
8 claims. Defendant vehemently denied that it engaged in any unlawful activity, failed to
9 comply with the law in any respect, or has any liability to any person or entity under the claims
10 asserted in the lawsuit. HH Decl., ¶12.

11 Third, Defendant's defenses and the uncertainty surrounding the merits of Plaintiff's
12 underlying claims could potentially preclude most of the penalties sought in this case. For
13 instance, Labor Code § 203 requires proof of "willful" or "knowing and intentional" Labor
14 Code violations for liability to be imposed. Thus, the existence of a good faith dispute that
15 could preclude any recovery of wages (even if the plaintiff ultimately prevails) can preclude
16 such penalties from being awarded. 8 Cal. Code Regs. §13520(a); *Road Sprinkler Fitters*
17 *Local Union No. 669 v. G&G Fire Sprinklers, Inc.* (2002) 102 Cal.App.4th 765, 782; see also
18 *Choate v. Celite Corp.* (2013) 215 Cal.App.4th 1460 (reversing award of waiting time
19 penalties based on employer's good faith defense notwithstanding that the plaintiffs prevailed
20 on the underlying wage claims). Additionally, gross wages earned (as unpaid hourly and
21 premium wages are potentially here) are not included in the list of faults for which an
22 employee is deemed to suffer injury under Lab. Code. Sec. 226(e)(2)(B).

23 Each of these considerations bore heavily on the negotiations allowing for the
24 Settlement, and furthermore confirm that the Settlement is a fair, adequate, and reasonable
25 compromise in view of the risks of further litigation. HH Decl., ¶13. As detailed in the papers
26 supporting the Motion for Preliminary Approval, Plaintiff carefully vetted the claims at issue
27 by reviewing policies, records and data regarding the size and makeup of the class. Thus,
28

1 while the risks discussed herein are far from exhaustive, they demonstrate that the Settlement
2 is fair, adequate, and reasonable in view of them.

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

7 The Net Settlement Amount will be paid to all Participating Settlement Class Members
8 based on the number of workweeks worked during the Class Period. S.A. ¶3.2.4. Such an
9 allocation method is fair, adequate, and reasonable because it correlates to the extent of harm
10 allegedly suffered based on the asserted claims. HH Decl. ¶14. All checks not cashed within
11 180 days shall escheat to the Unclaimed Property Fund of the Controller’s office for the State
12 of California which will allow Class Members to later claim any uncashed payments. S.A.
13 ¶¶4.4.1-4.4.3.

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

17 The response of class members to a settlement is relevant in evaluating whether it
18 merits final approval. *Dunk, supra*, 48 Cal.App.4th at 1801. Notably, the absence of objections
19 or exclusion requests supports a fairness presumption. In *7-Eleven Owners for Fair*
20 *Franchising v. Southland Corp.*, it was found that 9 objections and 80 opt-outs, from a class
21 of 5,454, showed a “particularly impressive” favorable response from class members
22 supporting final approval. (2000) 85 Cal.App.4th 1135, 1152-53. Here, none of the 382
23 Settlement Class Members opted out of the settlement to date. Forst Decl., ¶12. Notably, not
24 even a single member of the Settlement Class filed an objection to the Settlement to date. *Id.*
25 at ¶11. Plaintiff will submit an updated declaration from the administrator after the November
26 25, 2024 response deadline and is confident that the positive response will hold. Thus, the
27 favorable response of the Settlement Class is completely positive and further confirms that
28 the Settlement is fair, adequate, and reasonable and merits final approval.

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1 **V. AN AWARD OF ATTORNEYS' FEES SHOULD BE APPROVED**

2 **A. Class Counsel's Fees Should be Approved as a Percentage of the**
3 **Total Common Fund Created for the Class**

4 Class Counsel seeks a fee award calculated as a percentage of the total value of the
5 settlement for successful prosecution and resolution of all existing claims. Both California
6 State and Federal Courts have recognized that an appropriate method in determining an
7 attorney fee award may be based on the percentage on the total value of the benefits the class
8 members receive from the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25-34 [*Serrano III*];
9 *Boeing Company v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.*
10 (9th Cir. 1977) 557 F.2d 759, 769. The purpose of this equitable doctrine is to avoid unjust
11 enrichment and to "spread litigation costs proportionately among all the beneficiaries so that
12 the active beneficiary does not bear the entire burden alone." *Id.* at 768. The monetary benefits
13 will then be paid from a common fund.

14 The California Supreme Court endorsed a fee award as a percentage of the common
15 fund; the Court clarified "that when an attorney fee is awarded out of a common fund
16 preserved or recovered by means of litigation (internal citation omitted), the award is not per
17 se unreasonable merely because it is calculated as a percentage of the common fund." *Laffitte*
18 *v. Robert Half Int'l. Inc.* (2016) 1 Cal. 5th 480, 486. Also "[t]hat the recognized advantages
19 of the percentage method...convince us that the percentage method is a valuable tool that
20 should not be denied in our trial courts." *Id.* at 503.

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

26 Since *Serrano III, supra*, there has been a ground swell of support for mandating the
27 percentage of the fund approach in common fund cases. Both State and Federal Court have
28 found the percentage approach preferable to the Lodestar because; (1) it aligns the interest of

1 class counsel and absent class members; (2) it encourages efficient resolution of the litigation
2 by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demand
3 on judicial resources. *In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.
4 The Ninth Circuit now routinely uses the percentage of the common fund approach to
5 determine the award of attorney fees. *Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th
6 19, 30-31.

7 Collectively, Plaintiff's counsel seeks \$183,333.33 which is one-third (33 1/3%) of the
8 \$550,000 Settlement Amount. Class Counsel's request for one-third of the monetary fund
9 recovered is well within the range customarily approved by California courts in comparable
10 class actions and other class actions as well as with contingency contracts negotiated by
11 plaintiff and his counsel. "Empirical studies show that regardless of whether or not the
12 percentage method or Lodestar method is used, fee awards in class actions average around
13 one-third of the recovery." See e.g., *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 66, fn. 11;
14 *In re California Indirect Purchases* (October 22, 1998) WL1031494 at *9 (citing *In re Milk*
15 *Antitrust Litigation* (L.A. Sup. Ct. 1998) Civ. Case No. BC070061 (33 1/3% award); *In re*
16 *Facsimile Paper Antitrust Litigation* (San Francisco Sup. Ct. 1997) Civ. Case No. BC
17 0070061 (33 1/3% award); *In re Liquid Carbon Dioxide Cases* (San Diego Sup. Ct. 1996)
18 J.C.C.P. 3012 (33 1/3% award); *Romero v. Producers Dairy Foods, Inc.* (E.D. Cal. November
19 14, 2007) WL 3492841 at *4 ("fee awards in class actions average around one-third of the
20 recovery." (Quoting Newberg on Class Actions § 14.6 (4th ed. 2007).

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

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

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

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

2 1. The Amount of the Settlement

3 In Class Counsel's experience, a gross non-reversionary settlement of \$550,000 in a
4 wage and hour case for a class size of 382 is a fair, reasonable, and adequate settlement in
5 light of the asserted claims, Defendant's defenses, and the strong possibility that the class
6 would not recover anything without this settlement. Declaration of Zorik Mooradian
7 (hereinafter "ZM Decl."), ¶6. HH Decl. ¶6.

8 The fact that there presently are no objections, no exclusion requests, and Participating
9 Class Members are expected to be paid 100% of the value of their individual claims shows
10 that the settlement has been well received by the Class Members. Forst Decl., ¶¶11-13. The
11 average amount expected to be paid amongst the 382 Participating Settlement Class Members
12 is \$809.34 and the highest estimated settlement payment is \$5,402.57. *Id.* at ¶15. Forst Decl.,
13 ¶15.

14 2. The Named Plaintiff Signed a Retainer Agreement

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

19 In *Lealao, supra*, 82 Cal.App.4th at 46-47, the court indicated that in defining a
20 "reasonable" fee in representative actions, the law should "mimic the market." Here, as for
21 the representation of the individual rights of Mr. Jimenez, a proposed retainer agreement for
22 recovery of fees could be one-third of the gross recovery. That would be consistent with the
23 market rate, and there is no reason to believe that, if any of the other 382 class members had
24 signed an individual retainer, it would be any different. ZM Decl. ¶8.

25 In, *In re Cont'l Ill. Secs. Litig.*, Judge Posner endorsed a market-based approach to
26 evaluating fee requests, stating that the function of judges in fee litigation "is to determine
27 what the lawyer would receive if he were selling his services in the market rather than being
28 paid by court order." (7th Cir. 1992) 962 F.2d 566, 568. In a law review article (Silver) entitled
"A Restitutionary Theory of Attorneys' Fees in Class Actions (1991) 76 Cornell L.Rev. 656,

702-703 (it stated that the goal “is to pay attorneys on terms they would probably accept in an ex ante bargain, before the outcome of litigation is known”).

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

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

Of most importance, notice was provided to each of the Settlement Class Members that the attorneys would be seeking attorney fees in the amount of \$183,333.33 or one-third of the settlement. The fact that no Settlement Class Members had any objection to the settlement or any of its terms to date, speaks pretty strongly to the notion that class members are extremely happy with the settlement. ZM Decl. ¶10.

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

4. The Contingent Risk Factor

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

C. **The Lodestar/Multiplier Cross-Check**

Even though class counsel is requesting fees with the percentage of the benefit approach, some courts nevertheless use a Lodestar/Multiplier cross check to confirm the fees’ reasonableness. *Lealao v. Beneficial California, Inc.*, *supra*, 82 Cal.App.4th 19-45; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051. The Lodestar Analysis (Lodestar-Multiplied Method) begins with a calculation of time spent in reasonable hourly compensation

of each attorney and paralegal who worked on the case and then to compensation counsel for risk, quality and result, courts commonly apply a “multiplier” to the Lodestar in awarding attorney fees.

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

Attorney(s)	Billable Rate(s)	Hours	Lodestar	Laffey Rate(s)	Laffey Lodestar
Zorik Mooradian ZM Decl., ¶13	\$650.00	70	\$45,500.00	\$1,141	\$79,870.00
ZM anticipated – <i>Id.</i>	\$650.00	5	\$3,250	\$1,141	\$5,705.00
Haik Hacopian HH Decl., ¶15, Exh. 2	\$450.00	68.42	\$30,789.00	\$948	\$64,862.16
HH anticipated – <i>Id.</i>	\$450.00	5	\$4,145	\$948	\$4,740.00
Total Present and Anticipated Lodestar		148.42	\$81,789.00		\$155,177.16

In this matter, the total present and anticipated lodestar tallies to \$81,789 and results in the requested \$183,333.33 fee award after the application of a modest 2.24 multiplier. HH Decl., ¶16. To the extent higher Laffey Matrix Rates are applied, a multiplier of 1.18 results in the requested fee award. *Id.* at ¶17.

D. A Lodestar Multiplier of 1.18 to 2.24 is Reasonable

“It is an established practice in the private legal market to reward attorneys for taking the risk of non-payment by paying them a premium over their normal hourly rates for winning contingency cases.” *Fischell v. Equitable Life Assur. Society of U.S.* (9th Cir. 2002) 307 F.3d 997, 1008. In the Ninth Circuit, a lodestar amount is “routinely enhanced...to reflect the risk of non-payment in common fund cases.” *Craft v. County of San Bernardino* (C.D. Cal. 2008)

624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and collecting cases with cross-check multipliers ranging from 4.5 to 19.6); *Morgret v. Applus Tech., Inc.* (E.D. Cal. Jun. 1, 2015) Case No. 1:13-cv-01801-JLT, 2015 WL 3466389 at *17 (awarding multiplier of 3.9, “which is within the range typically awarded in the Ninth Circuit.”); *Torchia v. W.W. Grainger, Inc.* (C.D. Cal. Dec. 29, 2014) 304 F.R.D. 256, 277 (Thurston, J.) (awarding multiplier of about 3.6).

Here, the lodestar multiplier of approximately 2.24 is well within the range of reasonableness, as has been held by numerous courts, especially in light of the significant work performed in this case and the efficiency with which it was done.

Class Counsel’s requested hourly rates could also be assessed pursuant to the Laffey Matrix, which has been utilized in California district courts as “a widely recognized compilation of attorney and paralegal rate data.” *Fernández v. Victoria Secret Stores, LLC* (C.D. Cal. Jul. 21, 2008) 2008 WL 8150856 at *14 (citing *In re Chiron Corp. Sec. Litig.* (N.D. Cal. Nov. 30, 2007) 2007 WL 4249902 at *6); see also *Theme Promotions, Inc. v. News America Mktg. FSI, Inc.* (N.D. Cal. 2010) 731 F.Supp.2d 937, 948. As the court noted in *Theme Promotions*, “[t]he rates posted in the Laffey matrix are tailored for the District of Columbia, which has a different cost of living index” from the Los Angeles area. Therefore, “to adjust the rates for the relevant legal market, the court will use the federal locality pay differentials based on federally compiled cost of living data.” *Id.* (citing *In re HPL Tech., Inc. Sec. Litig.* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921); see also *Fernandez, supra*, at *14 (recognizing “where use of the Laffey matrix has been disapproved [in the Central District], it has been because it produced a rate that the court determined was too low” (emphasis in original).)

However, even without adjusting the Laffey Matrix figures upwards to account for the higher cost of living in this District, the Laffey Matrix demonstrates Class Counsel’s requested rates are reasonable. The current Laffey Matrix lists hourly rates of \$948 for attorneys in their 11th to 19th years out of law school such as Mr. Hacopian, and \$1,141 for attorneys 20 plus

1 years out of law school such as Mr. Mooradian. Class Counsel's requested rates fall well
2 below these rates. To the extent Mooradian Law APC's lodestar is calculated at Laffey hourly
3 rates, the total present lodestar would amount to \$155,177.16 (and which would result in a
4 1.18 multiplier). HH Decl., ¶¶16-17, Exh. 3 ("Laffey Matrix"). Arguably, counsel's quoted
5 rates are lower than other counsel in similar matters.

6 **E. Attorneys Fees v. Class Benefit**

7 While it's generally true that the greater the attorney fees, the less funds there will be
8 for distribution to class members as damages, nevertheless, a balance must be achieved. In the
9 instant matter, the class got a very balanced and fair settlement. Given the strengths and
10 weaknesses of the case, they will be receiving a fair sum of money. The results and the case
11 law support that the settlement was fair, reasonable and adequate. The class has an affirmative
12 response to the settlement so far, as there is not a single objection or exclusion request. In light
13 of the favorable settlement, giving more money to the class after an excellent settlement had
14 been achieved punishes the attorneys without whom such a settlement would not have been
15 attained but for the efforts of good lawyering. Punishing lawyers when they do well is
16 potentially sending the wrong message and serves as a disincentive and unjustly enriches the
17 class that has already received a fair and adequate amount of benefits. ZM Decl. ¶15.
18

19
20 **VI. PAYMENT OF COSTS TO CLASS COUNSEL SHOULD BE APPROVED**

21 Class Counsel has incurred \$12,675.28 in total costs which is less than the \$15,000
22 maximum contemplated per the Settlement Agreement and is the amount that Plaintiff is
23 requesting the Court approve. S.A. ¶3.2.2. All costs are necessary and reasonable, as reflected
24 by the itemized cost ledgers submitted by counsel. ZM Decl., ¶14 (\$11,918.57); HH Decl.,
25 ¶15, Exh. 2 (\$756.71).

26 //

27 //

28 //

VII. THIS COURT SHOULD FINALLY APPROVE PLAINTIFF’S REQUESTED ENHANCEMENT AWARD BECAUSE IT IS FAIR, ADEQUATE, AND REASONABLE IN VIEW OF PLAINTIFF’S EFFORTS AND THE RISKS THAT HE ASSUMED IN THIS LITIGATION ON BEHALF OF THE CLASS

Courts routinely approve enhancement awards to compensate named Plaintiff(s) for the services they provide and the risks they incur during class action litigation. See, e.g., *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 (upholding “service payments” to named Plaintiff for their efforts in bringing the case); see also *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving a \$50,000 incentive payment).

Here, pursuant to the Settlement and amendment thereto, Plaintiff seeks an Enhancement Award totaling \$7,500. S.A. ¶3.2.1. This request is a reasonable portion of the Settlement Amount given Plaintiff’s efforts in litigating this case and the risks he undertook on behalf of the class members. See, e.g., *Staton v. Boeing Co.* (9th Cir.2003) 327 F.3d 938, 977 (affirming that courts should consider “the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, the amount of time and effort the plaintiff expended in pursuing the litigation and reasonable fear[s of] workplace retaliation”).

Plaintiff’s proposed Enhancement Award in proportion to the Settlement Amount and standing alone is well within the range of reasonable. The requested Enhancement Award represents only 1.36% of the Settlement Amount. See, e.g., *Bond v. Ferguson Enters., Inc.* (E.D.Cal. June 30, 2011) Civ. No. 1:09–1662 OWW MJS, 2011 WL 2648879, at *2, 15 (approving an \$11,250 incentive award to each of the two named Plaintiffs); *Ross v. U.S. Bank Nat’l Ass’n* (N.D. Cal. Sept. 29, 2010) Civ. No. 3:07–2951 SI, 2010 WL 3833922, at *3 (approving an award of \$20,000 to each of four named Plaintiffs based on their contributions to litigation and the risk that being a class representative would harm their reputation); *Glass v. UBS Fin. Servs.* (N.D. Cal. Jan. 26, 2017) No. C-06-4068 MMC, 2007 WL 221862, at *17 (finding “requested payment of \$25,000 to each of the named plaintiffs is appropriate” in wage and hour settlement); *Garner v. State Farm Mut. Auto. Ins. Co.* (N.D. Cal. Apr. 22, 2010) No. CV 08 1365 CW (EMC), 2010 WL 1687832, at *17 n.8 (“Numerous Court in the Ninth

1 Circuit and elsewhere have approved Enhancement Awards of \$20,000 or more where, as
2 here, the class representative has demonstrated a strong commitment to the class”).

3 Plaintiff Rafael Jimenez has also spent time assisting in the prosecution of this action,
4 which deserves compensation. See e.g., *In re Cont'l Ill. Sec. Litig.* (7th Cir.1992) 962 F.2d
5 566, 571 (“Since without a named plaintiff there can be no class action, such compensation as
6 may be necessary to induce him to participate in the suit...”). It is important that Mr. Jimenez
7 is paid a fair amount for his services to the class and out of 382 employees he is the only one
8 that stepped forward stuck with his case for over a four-year period. If it was not for him, the
9 \$550,000 settlement would not have been obtained for the class. ZM Decl. ¶16.

10 Plaintiff Jimenez has put a significant amount of time into this case spanning a period
11 of over four years. Mr. Jimenez has participated in numerous telephonic conferences speaking
12 to his attorneys and their staff which included periodic follow-ups. Mr. Jimenez has spent time
13 looking for documents, making copies, and sending documents. He has also spent time
14 reviewing the settlement agreement as well as his declaration. Declaration of Rafael Jimenez,
15 ¶6. In total, Mr. Jimenez estimates that he has spent approximately 8-10 hours participating
16 in this case as of June 6, 2023. *Id.* at ¶7.

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

22 Significantly, after receiving Class Notice, including notice of the proposed
23 Enhancement Award to Plaintiff, not a single Class Member has objected to this proposed
24 award of \$7,500 to Plaintiff. Forst Decl. ¶11. Also, Plaintiff is agreeing to a general release
25 of all claims which must be assigned additional value. Accordingly, the \$7,500 Enhancement
26 Award to Plaintiff is appropriate and justified as part of the Settlement.
27
28

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

2 Pursuant to the terms of the Settlement Agreement, \$25,000.00 of the Settlement
3 Amount, is to be allocated for the PAGA claim with \$18,750.00 (75%) payable to the LWDA
4 and \$6,250.00 (25%) payable to Aggrieved Employees. S.A. ¶3.2.5. This is a fair amount
5 given the nature of the claims and the strengths and weaknesses advanced by the parties
6 regarding this claim, as elaborated upon in the Preliminary Approval Motion and supporting
7 papers. Plaintiff has also provided notice of the proposed PAGA settlement to the LWDA. A
8 total of 370 Aggrieved Employees will receive a PAGA Payment. Forst Decl., ¶5. The
9 average payment is estimated to be \$16.89, the highest is \$58.99, and the lowest is \$0.38. *Id.*,
10 at ¶16.

11
12 **IX. THE ADMINISTRATION FEE SHOULD BE APPROVED**

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

17
18 **X. CONCLUSION**

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

22
23 Dated: October 25, 2024

MOORADIAN LAW, APC

24 By: /s/Haik Hacopian

25 Zorik Mooradian, Esq.,
26 Haik Hacopian, Esq.,
27 Attorneys for Plaintiff individually and on
28 behalf of others similarly situated and
other aggrieved employees