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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

RONALD ALLEN MILES, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

CHICO PRODUCE INC. DBA
PROPACIFIC FRESH; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 34-2021-00301881-CU-OE-GDS

[Case Assigned for All Purposes to Hon. Lauri
A. Damrell in Dept. 22]

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

*[Filed concurrently with Motion for Approval
of Attorneys' Fees and Costs; Declarations of
Kelsey M. Szamet, Ronald Allen Miles and
Makenna Snow, Proposed Order, and
Judgment]*

Date: August 16, 2024

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: June 3, 2021

Trial Date: None Set

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on August 16, 2024 at 9:00 a.m. in Department 22 of the above-entitled court, Plaintiff Ronald Allen Miles (“Plaintiff” or “Class Representative”) will, and hereby does, move the Court for an Order of Final Approval of the Class Settlement in this case. Plaintiff moves the Court for an order:

1. Granting final approval of the settlement in the case pursuant to the Class Action and PAGA Settlement Agreement (“Agreement”), a copy of which is attached to the concurrently-filed Declaration of Kelsey M. Szamet as Exhibit “1”;

2. Affirming Kingsley Szamet & Ly and D.Law, Inc. as Class Counsel;

3. Affirming Ronald Allen Miles as Class Representative and awarding an enhancement award of \$5,000.00;

4. Awarding ILYM Group, Inc. claims administration fees of \$10,000.00 for its services as Administrator; and,

5. Entering judgment.

This Motion will be made pursuant to Code of Civil Procedure section 382 and California Rule of Court, rule 3.769 on the grounds that the proposed Agreement is fair, adequate, reasonable, and in the best interest of the Class members and the parties.

The Motion will be based on this Notice of Motion, the attached Memorandum of Points and Authorities, the Declarations of Kelsey M. Szamet, Ronald Allen Miles, Makenna Snow, all other papers and records on file in this action, and on such oral and documentary evidence as may be presented at the hearing on this Motion.

DATED: July 23, 2024

KINGSLEY SZAMET & LY

By:

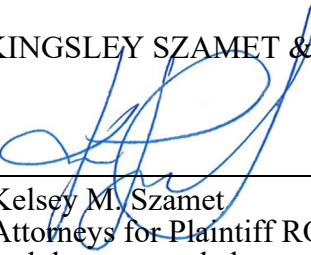

Kelsey M. Szamet
Attorneys for Plaintiff RONALD ALLEN MILES
and the proposed class

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	FACTUAL BACKGROUND.....	1
A.	Litigation Overview and Procedural History	1
B.	The Discovery Process.....	2
C.	Preliminary Approval.....	3
III.	THE PRELIMINARILY APPROVED SETTLEMENT	3
A.	The Settlement Class.....	3
B.	The Aggrieved Employees.....	3
C.	Settlement Payments	3
D.	Individual Settlement Payments	4
E.	Class Notice	5
F.	Check Mailed Settlement – No Reversion.....	5
G.	The Release.....	5
IV.	THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT	6
A.	The Settlement is Entitled to a Presumption of Fairness	6
B.	The Court Should Approve This Class Action Settlement Because it Satisfies Each of the <i>Kullar</i> Factors	7
1.	The Strength of Plaintiffs’ Case.....	8
a)	Defendant’s Alleged Failure to Pay Wages and/or Overtime.....	8
b)	Plaintiff Alleged That Defendant Failed to Provide Meal Breaks..	9
c)	Plaintiff Alleged That Defendant Failed to Provide Rest Breaks..	10
d)	Defendant Failed to Provide All Wages Due at the Time of Termination.....	11
e)	The Risks Associated with the Claim for Civil Penalties Pursuant to the Private Attorneys General Action of 2002 (“PAGA”)	12
2.	The Risk, Expense, Complexity, and Likely Duration of Further Litigation	13

3.	The Risk of Maintaining Class Action Status through Trial.....	14
4.	The Amount Offered in Settlement.....	14
a)	Plaintiff’s Assessment of Defendant’s Maximum Exposure	14
b)	Defendant’s Financial Status	17
5.	The Extent of Discovery Completed and Stage of the Proceedings	18
6.	The Experience and Views of Counsel	18
7.	The Presence of a Governmental Participant.....	18
8.	The Proposed Plan of Allocation Is Fair and Reasonable.....	18
9.	The Reaction of the Class Members to the Proposed Settlement	19
V.	ENHANCEMENT TO PLAINTIFF	19
VI.	SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY.	20
VII.	CONCLUSION.....	20

TABLE OF AUTHORITIES

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Avila v. Cold Spring Granite Co.,

(E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142

*17..... 19

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200 F.R.D. 685 (N.D. Ga 2001)..... 19

Officers for Justice v. Civil Service Comm’n,

(9th Cir. 1982) 688 F.2d 615 18

Van Vranken v. Atlantic Richfield Co.,

901 F. Supp. 294 (N.D. Cal. 1995)..... 19

State Cases

Augustus v. ABM Security Services, Inc.,

2 Cal.5th 257, 267-268 (2016)..... 9, 10

Brinker Rest. Corp. v. Superior Court,

(2012) 53 Cal.4th 1004 9, 10

Bufile v. Dollar Fin. Grp., Inc.,

(2008) 162 Cal.App.4th 1193, 1199 15

Carrington v. Starbucks Corporation,

(2018) 30 Cal.App.5th 504, 241 Cal.Rptr.3d 647..... 15

Diaz v. Grill Concepts Services, Inc.,

(2018) 23 Cal.App.5th 859 6

Dunk v. Ford Motor Co.,

(1996) 48 Cal.App.4th 1794 6

Ferra v. Loews Hollywood Hotel, LLC,

(2019) 40 Cal.App.5th 1239 6

Kullar v. Foot Locker Retail, Inc.,

(2008) 168 Cal.App.4th 116 6

Murphy v. Kenneth Cole Productions, Inc.

(2007) 40 Cal.4th 1094, 1104..... 13

Nordstrom Commissions Cases,

186 Cal.App.4th 576 (2010)..... 13

State Statutes

Business & Professions Code § 17200 1

Civil Code § 1542 20

Code of Civil Procedure § 384(b)..... 6

Code of Civil Procedure § 382..... 6

Code of Civil Procedure § 1781(f)..... 6

Labor Code § 201..... 5, 6, 12

Labor Code § 202..... 5, 6, 12

Labor Code § 203..... passim

Labor Code § 203(a)..... 11

Labor Code § 226..... 13

Labor Code § 226(a)..... 5, 6

Labor Code § 226.7 1, 6, 10, 12

Labor Code § 510..... 1, 5, 6, 12

Labor Code § 512..... 1, 5, 9, 12

Labor Code § 558..... 13

Labor Code § 1194..... 1, 5, 6, 12

Labor Code § 1194.2..... 5, 6, 12, 13

Labor Code § 1197..... 5, 6

Labor Code § 1197.1..... 5, 6

Labor Code § 1198..... 5, 6

Labor Code § 1199..... 1, 12

Labor Code § 2698..... 5, 6

Labor Code § 2699..... 1

1	Labor Code § 2699.5.....	12
2	Labor Code § 2699(f).....	13
3	Labor Code § 2699(g)(1)	13
4	Labor Code § 2699(e)(2)	13
5	<u>State Regulations</u>	
6	Code of Regulations, Title 8, § 11070(12)(A).....	10
7	Code of Regulations, Title 8, § 13520	12
8	<u>Other Authorities</u>	
9	<i>Glass v. UBS Financial Service, Inc.,</i>	
10	Case No. C-06-4068 MMC 2007 WL 227862 (N.D. Cal. Jan. 26, 2007)	20

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Ronald Allen Miles (“Plaintiff” or “Class Representative”) submits this Motion
4 for Final Approval of Class Settlement and requests that the Court:

5 1. Grant final approval of the settlement in this case pursuant to the Class Action and
6 PAGA Settlement Agreement (“Agreement”), a copy of which is attached to the concurrently-filed
7 Declaration of Kelsey M. Szamet as Exhibit “1”;

8 2. Award attorneys’ fees and costs as detailed in the concurrently-filed Motion for
9 Attorneys’ Fees and Costs;

10 3. Award ILYM Group, Inc. claims administration fees of \$10,000.00 for its services
11 as Administrator;

12 4. Affirm named Plaintiff Ronald Allen Miles as Class Representative and award a
13 cumulative Class Representative payment of \$5,000.00; and

14 5. Enter judgment.

15 **II. FACTUAL BACKGROUND**

16 **A. Litigation Overview and Procedural History**

17 On June 3, 2021, Plaintiff RONALD ALLEN MILES filed a Class Action Complaint
18 seeking recovery for: (1) failure to pay wages and/or overtime under Labor Code sections 510,
19 1194, and 1199; (2) failure to provide meal breaks pursuant to Labor Code sections 226.7 and 512;
20 (3) failure to provide rest breaks pursuant to Labor Code section 226.7; (4) penalties under Labor
21 Code section 203; and (5) violation of Business & Professions Code section 17200. (Declaration
22 of Kelsey M. Szamet (“Szamet Decl.”) ¶5.) Also on June 3, 2021, Plaintiff sent a notice letter,
23 pursuant to Labor PAGA, to the Labor Workforce Development Agency (“LWDA”) regarding his
24 intent to seek civil penalties for the same Labor Code violations above, under Labor Code section
25 2699, et seq. (Szamet Decl. ¶6.)

26 On August 9, 2021, Plaintiff filed a First Amended Class and Representative Action
27 Complaint adding an additional cause of action for penalties pursuant to Labor Code § 2699, et
28 seq., the Private Attorneys General Act (“PAGA”) based on the underlying Labor Code violations

1 already pled. (Hereafter, the “Action”). (Szamet Decl. ¶7.)

2 B. The Discovery Process

3 The Parties have yet to engage in formal discovery, instead focusing their efforts on
4 resolving this case through early mediation. Defendant informally produced a sampling of time
5 and pay data for mediation. (Szamet Decl. ¶8.) Plaintiff worked with a damage expert to analyze
6 and evaluate the time and pay data, extrapolated to the full Class, to determine maximum potential
7 exposure and a realistic range for potential settlement. (Szamet Decl. ¶9.)

8 On September 5, 2023, the Parties met for mediation with experience mediator with Steven
9 Serratore, Esq. He is very experienced in wage and hour class action mediation and helped the
10 Parties reached a resolution of the matter now presented to the Court for preliminary approval.
11 (Szamet Decl. ¶10.)

12 Defendant denies any liability or wrongdoing of any kind associated with the claims
13 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends
14 that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or
15 representative action treatment. (Szamet Decl. ¶11.) Defendant contends, among other things,
16 that, at all times, it has complied with the California Labor Code, and the Industrial Wage
17 Commission Orders. (*Id.*)

18 Based on their own independent investigation and evaluation, Class Counsel is of the
19 opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest
20 of the settlement classes in light of all known facts and circumstances, including the risk of
21 significant delay, defenses asserted by Defendant, uncertainties regarding a class and
22 representative action trial on the merits, and numerous potential appellate issues. (Szamet Decl.
23 ¶12.) Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to
24 avoid the cost of litigation. (*Id.*) Accordingly, the Parties and their counsel desire to fully, finally,
25 and forever settle, compromise and discharge all disputes and claims arising from or relating to
26 the Action on the terms set forth here. (*Id.*)

27 ///

28 ///

1 C. Preliminary Approval

2 On March 22, 2024, the Court issued an Order preliminarily approving the settlement in
3 this case, approving the proposed Class Notice, ordering that the Administrator send notice to the
4 Class, and setting a date for the Final Approval and Fairness Hearing. (Szamet Decl. ¶13.)

5 **III. THE PRELIMINARILY APPROVED SETTLEMENT**

6 A. The Settlement Class

7 For purposes of the Agreement, the settlement Class is defined as:

8 “All non-exempt employees in the Operations-Night-Ops Department who are employed
9 or have been employed by Chico Produce, Inc. dba ProPacific Fresh in the State of
10 California who worked one or more pay periods from June 3, 2017 to November 4, 2023.”
11 (“Class Members” or “Settlement Class Members” or “Class”)

(Szamet Decl. ¶14; Agreement, Ex. 1 at § 1, ¶1.5.)

12 The Class Period is June 3, 2017 through November 4, 2023. (Szamet Decl. ¶15; Ex. 1 at
13 §1, ¶1.12.) The final Class contained 152 individuals. (Snow Decl. ¶14.)

14 B. The Aggrieved Employees

15 For purposes of the Agreement, the Aggrieved Employees are defined as:

16 “All non-exempt employees who are employed or have been employed by Chico Produce,
17 Inc. dba ProPacific Fresh, in the State of California who worked one or more pay periods
18 since June 3, 2020 to November 4, 2023.” (“Aggrieved Employees”)

(Szamet Decl. ¶16; Agreement, Ex. 1 at § 1, ¶1.4.)

19 The PAGA Period is June 3, 2020 to November 4, 2023. (Szamet Decl. ¶17; Ex. 1 at § 1,
20 ¶1.31.) Based on documents and other information produced by Defendant, there are 74 Aggrieved
21 Employees.

22 C. Settlement Payments

23 As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross
24 Settlement Amount of \$285,000.00, which includes the sum of the Individual Class Payments,
25 Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel
26 Expenses, Class Representative Service Payment and the Administrator’s Expenses (Szamet Decl.
27 ¶18; Ex. 1 at § 1, ¶22.)

28 The Net Settlement Amount is the Gross Settlement Amount, less payments in the amounts

approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. (Szamet Decl. ¶19; Ex. 1 at § 1, ¶28.)

Plaintiff now requests final approval of the allocation of the Gross Settlement Amount to determine the Net Settlement Amount for distribution to the Class as follows:

Gross Settlement Amount:	\$	285,000.00
Attorneys' Fees (1/3):	\$	95,000.00
Requested Case Costs:	\$	20,000.00
Claims Administration:	\$	10,000.00
PAGA Penalties:	\$	10,000.00
		(\$7,500.00 to the LWDA; \$2,500.00 to remain in the Net Settlement Amount)
Named Plaintiff Enhancement:	\$	<u>5,000.00</u>
Net Settlement Amount:	\$	147,500.00

D. Individual Settlement Payments

The amount of each Participating Class Member's Individual Class Payment is an individualized amount that calculated according to the number of Workweeks worked during the Class Period. (Ex. 1 at § 1, ¶1.23; *see also* Ex. A to the Agreement at pp. 7 [Class Notice].) This individual amount shall be determined according to the settlement payment formula set forth in the Agreement. (*See* Ex. 1 at § 3, ¶3.2.4; *Id.* at Ex. A to the Agreement [Class Notice].) The Agreement provides for a specific and detailed Workweek dispute process. (*See* Ex. 1 at § 8, ¶8.6.)

The individual PAGA settlement amount of each Aggrieved Employee will be paid from the Aggrieved Employee's pro rate share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period. (Ex. 1 at § 1, ¶1.24.) This individual amount shall be determined according to the settlement payment formula set forth in the Agreement. (*See* Ex. 1 at § 3, ¶3.2.5.)

Based on these calculations, the average potential recovery is \$953.95 per Class member, with the estimated highest gross payment being \$8,465.49. (Snow Decl. ¶15.) The average potential recovery is \$33.78 per Aggrieved Employee, with the estimated highest gross payment

1 being \$177.17. (*Ibid.*)

2 E. Class Notice

3 The Court approved the proposed Class Notice and directed the mailing of the Class Notice
4 by first-class mail to Class members in accordance with the proposed implementation schedule.
5 (Szamet Decl. ¶20) The procedures for giving notice to the Class members, as set forth in the
6 Agreement and Plaintiff’s Motion for Preliminary Approval and approved by the Court, have been
7 fully and properly carried out. (Snow Decl. ¶¶3-17.)

8 To date, ILYM Group, Inc. received no requests to be excluded (“opt-outs”) from the
9 proposed Agreement and no objections. (Snow Decl. ¶¶11-14.)

10 F. Check Mailed Settlement – No Reversion

11 The Parties agreed to, and the Court preliminary approved, a checks-mailed settlement
12 without the possibility of reversion of settlement funds to Defendant. Under the Agreement, every
13 Class member will receive a settlement check and Class members do not need to submit a claim
14 in order to receive a settlement check. Any funds that remain uncashed after 180 days shall be
15 turned over by the Administrator, with information for each Class member who failed to timely
16 cash his/her settlement check, to the State of California Controller’s Office Unclaimed Property
17 Fund. (Ex. 1 at ¶¶4.4.1 and 4.4.3.)

18 G. The Release

19 The Release by Participating Class Members is defined as: “All Participating Class
20 Members, on behalf of themselves and their respective former and present representatives, agents,
21 attorneys, heirs, administrators, successors, and assigns, release Released Parties from wage and
22 hour claims that were alleged, or reasonably could have been alleged, based on the facts stated in
23 the Operative Complaint for wage and hour claims, including but not limited to alleged unpaid
24 overtime and/or minimum wage under Labor Code sections 510, 1194, 1194.2, 1197, 1197.1,
25 1198, failure to provide meal and rest periods pursuant to Labor Code sections 226.7, 512, and
26 1198, alleged waiting time penalties under Labor Code sections 201, 202, and 203, alleged payroll
27 stub violations under Labor Code 226(a), alleged PAGA penalties under Labor Code 2698 et seq.
28 and other associated penalties from June 3, 2017 to November 4, 2023. Except as set forth in

1 Section 6.3 of this Agreement, Participating Class Members do not release any other claims,
2 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
3 Housing Act, unemployment.” (Ex. 1 at § 6, ¶6.2.)

4 The Release by Non-participating Class Members Who Are Aggrieved Employees is
5 defined as: “All Non-Participating Class Members who are Aggrieved Employees are deemed to
6 release, on behalf of themselves and their respective former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
8 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
9 Period facts stated in the Operative Complaint for wage and hour claims, including but not limited
10 to alleged unpaid overtime and/or minimum wage under Labor Code sections 510, 1194, 1194.2,
11 1197, 1197.1, 1198, failure to provide meal and rest periods pursuant to Labor Code sections 226.7,
12 512, and 1198, alleged waiting time penalties under Labor Code sections 201, 202, and 203,
13 alleged payroll stub violations under Labor Code 226(a), alleged PAGA penalties under Labor
14 Code 2698 et seq. and other associated penalties from June 3, 2020 to November 4, 2023.” (Ex. 1
15 at § 6, ¶6.3.)

16 **IV. THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

17 Pursuant to California Code of Civil Procedure § 1781(f), “a class action shall not be
18 dismissed or compromised without the approval of the court, and notice of the proposed dismissal
19 or compromise shall be given to all members of the Class in such manner as the court directs”
20 In deciding whether to grant final approval to a proposed class action settlement under Code of
21 Civil Procedure § 382, the court’s overriding concern is whether the proposed settlement is “fair,
22 adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

23 **A. The Settlement is Entitled to a Presumption of Fairness**

24 “A presumption of fairness exists where: (1) the settlement is reached through arm’s length
25 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
26 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
27 small.” (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The proposed Settlement in the present case
28 meets all of the *Dunk* factors and is therefore entitled to a presumption of fairness.

1 As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive, and
2 arm's-length negotiations overseen by an experienced mediator. All settlement discussions were
3 made by experienced and informed counsel, who believe that this settlement represents a favorable
4 resolution for the Class members. (Szamet Decl. ¶21.) The settlement negotiations have been, at
5 all times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other
6 type of misconduct by either side has taken place. (Szamet Decl. ¶22.)

7 Second, the Parties engaged in informal discovery that permitted Class Counsel to fairly
8 evaluate the strength of the case and the risks associated with ongoing litigation. This included a
9 sampling of time and pay data for Class members. (Szamet Decl. ¶23.) Receipt of appropriate
10 discovery allowed Class Counsel to fairly evaluate the exposure and risks associated with each
11 claim alleged in the lawsuit. (Szamet Decl. ¶24.)

12 Third, Class Counsel have significant experience in cases of this type, including several
13 years prosecuting wage, hour, and working condition violations. (Szamet Decl. ¶25.) Class
14 Counsel is thus qualified to evaluate the class claims and viability of the defenses. Class Counsel
15 believes that the settlement is fair, reasonable, adequate, and in the best interests of the class and
16 that the average recovery for each Class member of over \$950 is substantial, given the risks
17 inherent in litigation and the defenses asserted. (Szamet Decl. ¶26.)

18 Finally, the fourth *Dunk* factor considers the percentage of objectors. Here, there were zero
19 (0) request to be excluded and no objectors. (Snow Decl. ¶¶11-14.) As all of the *Dunk* factors are
20 satisfied, this settlement is entitled to a presumption of fairness.

21 B. The Court Should Approve This Class Action Settlement Because it Satisfies Each
22 of the *Kullar* Factors

23 In *Kullar v. Foot Locker Retail, Inc* (2008) 168 Cal.App.4th 116, 128, the court set forth
24 several factors that the Court should analyze in determining whether to approve a class action
25 settlement. These factors include: (1) the strength of plaintiff's case; (2) the risk, expense,
26 complexity and likely duration of further litigation; (3) the risk of maintaining class action status
27 through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage
28 of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental

1 participant; and (8) the reaction of the class members to the proposed settlement.

2 The proposed settlement satisfies each of these factors. (Szamet Decl. ¶27.) Class Counsel
3 conducted meaningful informal discovery before entering into informed and arms-length
4 settlement negotiations in this matter. (*Id* at Szamet Decl. ¶¶8-12.) This discovery permitted Class
5 Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.
6 (Szamet Decl. ¶28.) Class Counsel is very experienced in handling wage and hour class actions
7 and, after weighing all of the following factors, supports this Agreement. (Szamet Decl. ¶29.)

8 1. The Strength of Plaintiffs' Case

9 a) Defendant's Alleged Failure to Pay Wages and/or Overtime

10 Here, Plaintiff alleged that he and the Proposed Class were forced to work on a regular and
11 consistent basis without receiving compensation for all hours worked at the proper rate. (Szamet
12 Decl. ¶30.) Specifically, Plaintiff alleged that Defendant failed to blend *incentive pay* into their
13 regular rate of pay when calculating the appropriate overtime and/or double-time rate for class
14 members. (Szamet Decl. ¶31.) Plaintiff also alleged that Defendant paid "call out" bonuses and
15 failed to properly blend them into the regular rate. (Szamet Decl. ¶32.) Further, on occasions that
16 Defendant paid meal period premiums to Plaintiff and Proposed Class members, Plaintiff alleged
17 Defendant failed to blend the meal period premiums into the regular rate of pay for purposes of
18 calculating the proper overtime and/or double time rate. (Szamet Decl. ¶33.)

19 The data reveal that there was exposure on a failure to proper blend, as such, Plaintiff
20 contends there can be no dispute that Plaintiff and the Proposed Class were paid at a regular rate
21 less than the rate required under California Law and Defendant is liable for unpaid wages but the
22 assessed exposure for that claim was very minimal as will be discussed in further detail below.
23 (Szamet Decl. ¶34.) Nonetheless, Plaintiff was extremely confident that this claim would be
24 certified. (Szamet Decl. ¶35.) As for the "call out" bonus, this appeared once in Plaintiff's records
25 but not in the time and pay data sample for any other class members. (Szamet Decl. ¶36.) As
26 such, it was an isolated incident that would have been difficult if not impossible to prove on a class
27 wide basis. (Szamet Decl. ¶37.) Accordingly, Plaintiff placed very little value on this theory of
28 liability for settlement purposes. (Szamet Decl. ¶38.)

1 b) Plaintiff Alleged That Defendant Failed to Provide Meal Breaks

2 Plaintiff alleged that Defendant failed to provide Plaintiff and the Proposed Class with
3 proper meal periods of not less than thirty (30) minutes and failed to pay one (1) hour of pay at the
4 employees' regular rate of compensation for each workday that a meal period was not provided,
5 was not provided in full, or was not provided in a timely manner, as required by California state
6 wage and hour laws. (Szamet Decl. ¶39.) Expert analysis of the time and pay data revealed that
7 there were very few potential meal period violations with the number of first meal periods missed
8 altogether or less than 30 minutes at 1.7%, number of meal periods exactly 30 minutes at 24.5%
9 and number of first meal periods greater than 30 minutes in length at 73.8%. (Szamet Decl. ¶40.)
10 Notably, Defendant did pay meal period premiums and most of the meal periods missed altogether
11 or less than 30 minutes were coded in the data and correspond with a valid meal period waiver in
12 place. (Szamet Decl. ¶41.) The potential meal period exposure was already minimal, but when
13 properly waived meal periods are excluded, then the exposure drops even more significantly to
14 approximately only \$2,700. (Szamet Decl. ¶42.)

15 Further, Plaintiff was confident that Defendant would attempt to gather testimonial
16 evidence from class members indicating that the records were accurate and either they took
17 compliant meal breaks as reflected in the records or validly waived the meal period or were paid a
18 meal period premium in lieu thereof. (Szamet Decl. ¶43.) Plaintiff must acknowledge this poses
19 risks for the Class. (Szamet Decl. ¶44.) Taken together, Plaintiff did not believe this claim was
20 readily certifiable and there was significant risk as to establishing liability on the meal period
21 claim. (Szamet Decl. ¶45.) Considering this risk, Plaintiff did not place much value on the missed
22 meal period claim and believes it is fair and reasonable to discount the meal period claim for
23 settlement purposes. (Szamet Decl. ¶46.)

24 However, Plaintiff also alleged that Defendant had a consistent policy of paying meal
25 period premiums at the base rate and not the blended rate (including the necessary incentive pay
26 referenced above) in violation of *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code §§ 226.7
27 and 512. (Szamet Decl. ¶47.) Though the expert evaluation of this claim was minimal at
28 approximately \$1,798 because the unblended wages are generally a matter of a few cents, Plaintiff

believes this claim would be certified. (Szamet Decl. ¶48.)

c) Plaintiff Alleged That Defendant Failed to Provide Rest Breaks

Labor Code section 226.7, subdivision (c), requires an employer to pay an additional hour of compensation for each workday the employer fails to provide a rest period according to law. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked, or major fraction thereof. (Cal. Code Regs., tit. 8, § 11070, subd. 12(A).)

Plaintiff and the Proposed Class Members' rest period claims arise from a common course of conduct wherein Defendant allegedly failed to provide employees with the opportunity to take first, second, and/or third 10-minute rest breaks in compliance with California law. (Szamet Decl. ¶49.) The California Supreme Court has held: "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours and so on." (*Brinker Rest. Corp v. Superior Court, supra*, 53 Cal.4th at 1029.) In an eight-hour work day, being denied the two paid rest breaks in a day is "essentially perform[ing] 20 minutes of 'free' work." (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1104).

The 10-minute rest break must be a net 10-minutes in a suitable rest area. None of the time allotted for rest breaks can be consumed by the time it takes to get to a suitable rest area. *See Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 267-268 (2016) (relying on 1/3/86 and 2/22/02 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest breaks means 10-minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to rest periods and rest periods of net ten minutes, which means it must clearly communicate "net" ten minutes means and that, regardless of what happens along the way to or from the rest area, employees are entitled to a full ten-minutes in the rest area. *See Bufil v. Dollar Fin. Grp., Inc.* (2008) 162 Cal.App.4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take meal and rest breaks] to its employees.")

Here, Plaintiff alleged that Defendant maintained a consistent policy of failing to provide Plaintiff and the Class members with rest breaks of not less than ten (10) minutes per four (4) hour

1 work period or major fraction thereof. (Szamet Decl. ¶50.) Plaintiff maintains that he and the
2 Class members were unable to take compliant rest breaks due to work volume and the general
3 inability to take rest breaks. (Szamet Decl. ¶51.) For purposes of settlement, Plaintiff assumed a
4 100% rest period violation rate. (Szamet Decl. ¶52.)

5 In its defense, Defendant would have argued that Plaintiffs' rest period claim was even less
6 appropriate for certification than their meal period claim because California law does not require
7 employees to record rest periods. (Szamet Decl. ¶53.) Absent a shift-by-shift, break-by-break,
8 employee-by-employee inquiry, Defendant would have argued that there was simply no way to
9 know (1) whether a break was taken; and (2) if not, why not. (Szamet Decl. ¶54.) For each
10 instance where an employee alleged it did not take a 10-minute rest period by the end of the fourth
11 hour of work, the trier of fact would have to determine why that particular employee had less than
12 their full allotment of rest time. (Szamet Decl. ¶55.) Defendant accordingly would have argued
13 that rest break claims are inherently individualized in nature because employers only need to
14 "authorize and permit" breaks; they need not ensure that rest breaks are taken. *Brinker*, 53 Cal. 4th
15 at 1004. To succeed, "[a]n employee must show that the employer prevented the employee from
16 taking breaks; mere proof of knowledge that the employee was forgoing breaks is insufficient."
17 As such, Plaintiff had to acknowledge both that rest break claims can be notoriously difficult to
18 prove on a class-wide basis and it could potentially be easy for Defendant to defeat certification
19 of this claim if it was able to gather testimonial evidence from class members indicating that they
20 were able to take all required rest breaks each day. (Szamet Decl. ¶56.) Though Plaintiff does not
21 believe this was the case, Plaintiff must acknowledge it poses significant risks as to establishing
22 liability and as to recovery for the Class. (Szamet Decl. ¶57.) There is risk as to both sides as to
23 what declarations and depositions of class members might reveal. (Szamet Decl. ¶58.)

24 d) Defendant Failed to Provide All Wages Due at the Time of
25 Termination

26 This claim alleges that Defendant failed to pay all wages due and owing upon termination
27 or resignation. Labor Code § 203(a) provides:

28 If an employer willfully fails to pay ... any wages of an employee
who is discharged or who quits, the wages of the employee shall

1 continue as a penalty from the due date thereof at the same rate until
2 paid or until an action therefor is commenced; but the wages shall
not continue for more than 30 days.

3 Under Labor Code § 203, a “‘willful’ failure to pay wages ... occurs when an employer
4 intentionally fails to pay wages to an employee when those wages are due.” Cal. Code Regs., tit.
5 8, § 13520; *see also Diaz v. Grill Concepts Services, Inc.* (2018) 23 Cal.App.5th 859 (“willful”
6 simply means that “the employer intentionally failed or refused to perform an act which was
7 required to be done[.] Willful ... does not necessarily imply anything blameable, or any malice or
8 wrong toward the other party”).

9 Here, Plaintiff contends that Defendant failed to properly pay overtime for any work in
10 excess of eight (8) hours per day and/or any work in excess of forty (40) hours per week. (Szamet
11 Decl. ¶59.) The risk analysis for the section 203 claim flows from the risk analysis for the
12 underlying wage claim discussed above as derivative waiting-time penalties are only as strong as
13 the underlying predicate claims, and are subject to good faith defenses. (Szamet Decl. ¶60.) If
14 Defendant could prove, as it contends, that class members were properly paid for all hours worked,
15 there would be no recovery of wages and no waiting time penalties that flow therefrom. (Szamet
16 Decl. ¶61.)

17 Though, as Plaintiff believes the failure to properly blend claim is readily certifiable and
18 liability is straightforward to establish, the bigger risk that Plaintiff analyzed, however, is that to
19 establish liability for waiting time penalties, Plaintiff would have to establish not only that the
20 underlying violations occurred, but also that Defendant’s conduct was “willful.” (Labor Code §
21 203; Szamet Decl. ¶62.) If Defendant could establish that any alleged failure to blend was the
22 result of mistake or oversight and not “willful”, then it is possible that Plaintiff would not be able
23 to recover penalties for this claim. (Szamet Decl. ¶63.) Because of this risk, Plaintiff determined
24 that accepting a discount for settlement purposes was appropriate. (Szamet Decl. ¶64.)

25 e) The Risks Associated with the Claim for Civil Penalties Pursuant
26 to the Private Attorneys General Action of 2002 (“PAGA”)

27 PAGA’s statutory penalties are available for violations of Labor Code sections 201-203,
28 226(a), 226.7, 510, 512, 1194, 1194.2 and 1199, as stated in Labor Code section 2699.5. Labor

Code section 2699(f) provides, in relevant part, “[f]or all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” In addition, the statute provides that “[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.” (Labor Code § 2699(g)(1).)

Plaintiff discounted the PAGA claim for multiple reasons. (Szamet Decl. ¶65.) First, the aggrieved employees’ PAGA claims are derivative of all the foregoing class claims. (Szamet Decl. ¶66.) If Plaintiff cannot establish liability on the underlying claim (taking into account the risks discussed above), then the derivative PAGA claim will also necessarily fail. (*Id.*) Second, a court has discretion to award less than the maximum penalty. (Szamet Decl. ¶67.) (Labor Code § 2699(e)(2) (“a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory”). *See e.g., Carrington v. Starbucks Corporation* (2018) 30 Cal.App.5th 504, 241 Cal.Rptr.3d 647, 669 (affirming award of 10% of maximum PAGA penalty). Third, the likelihood of the Court reducing the PAGA damages awarded to Plaintiffs and the aggrieved employees – assuming liability is proven as to each of Plaintiffs’ claims – is also higher in this case where these same individuals will also be receiving money for the same unlawful conduct under the class claims. (Szamet Decl. ¶68.) (*see Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17 (“Because the PAGA penalties sought are at least partially duplicative of penalties granted by the underlying Labor Code violations, see, e.g., Cal. Lab. Code §§ 203, 226, 558(a), 1194.2, and because a Court has discretion in whether and in what amount to award PAGA penalties, see Cal. Lab. Code § 2699(e)(2), Plaintiff recognizes that the potential PAGA penalties are highly uncertain.”); and see *Nordstrom Commissions Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming settlement allocating \$0 of \$6.4 million settlement to PAGA penalties.

2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

1 There is significant expense associated with the class certification process, which the
2 Parties can avoid by entering into the contemplated Agreement now. (Szamet Decl. ¶69.) If the
3 Court did eventually certify an unpaid wages period class, trial of a case involving 152 Class
4 Members would require the retention of expensive expert witnesses, the accrual of extensive
5 litigation costs, and a significant time overlay by the parties. (Szamet Decl. ¶70.) Moreover, given
6 the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial
7 would have resulted in a lengthy and costly appeal. (Szamet Decl. ¶71.) An appeal would result
8 in further delay for the Class Members who are waiting for a resolution in this matter. (*Id.*)

9 3. The Risk of Maintaining Class Action Status through Trial

10 This case has not been certified to be tried as a class action. (Szamet Decl. ¶72.) While
11 Plaintiff believes there is strong evidence to support certification of the unpaid wages (failure to
12 blend) subclass and a meal premium (*Ferra* blending) subclass, certification is always hard fought
13 and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility.
14 (*Id.*) In attempting to certify a class, the parties would need to conduct multiple depositions,
15 including of the Class Representative and of several person(s) most knowledgeable regarding
16 Defendant's policies and practices. (*Id.*) There is a risk for both sides as to what these depositions
17 will reveal and whether they will support class certification to the extent expected. (*Id.*)

18 4. The Amount Offered in Settlement

19 It was very difficult for the Parties to reach this Settlement of \$285,000.00. (Szamet Decl.
20 ¶73.) This Settlement is the result of adversarial, non-collusive, and arms-length negotiations.
21 (Szamet Decl. ¶74.) The Parties arrived at it only after extensive meet and confer efforts;
22 meaningful investigation and discovery; careful evaluation of the law, risks, and all information
23 substantiating the amount of penalties reasonably likely to be awarded to the class were the trier
24 of fact to find Defendant liable; expert review of the time and pay data produced for mediation;
25 and the assistance of an experienced mediator, Steven Serratore. (*Id.*)

26 a) Plaintiff's Assessment of Defendant's Maximum Exposure

27 Plaintiff worked with a data analysis and damages expert to assess the maximum exposure
28 for the claims alleged, thus very few assumptions were made. (Szamet Decl. ¶75.) The

1 calculations were based on the data sample and extrapolated to the full class. (Szamet Decl. ¶76.)
2 For example, Plaintiff looked at the allegedly underpaid wages based on the failure to properly
3 blend allegations on a shift-by-shift basis to determine the allegedly underpaid amount. (*Id.*) Thus,
4 while the damages are based on extrapolations from the sample to the class, all of the damages
5 analysis calculations are exact amounts based on the shift by shift analysis done. (*Id.*)

6 Defendant produced a data sampling for the date range of May 26, 2019 to June 16, 2023.
7 The raw data included 10,938 shifts total (2,158 shifts in 2019; 2,201 in 2020; 2,564 in 2021; 2,616
8 in 2022; and 1,402 for 2023 = 10,938) and 54 employees. Plaintiff's expert analyzed each shift in
9 this raw data and extrapolated these shifts to the class assuming 25,331 shifts total for 133 Class
10 Members. (Szamet Decl. ¶77.) Based on this sample size, the margin of error is less than 1% with
11 a 95% confidence level (10,938 shifts in sample out of 25,331 total). (*Id.*) There were 1,231 bi-
12 weekly pay periods in the raw data and this was extrapolated to 2,851 for purposes of the class
13 analysis. (*Id.*) There were 2,343 workweeks in the raw data and this was extrapolated to 5,426 for
14 purposes of the class analysis. (*Id.*) The average number of hours per shift in the data was 8.2
15 hours and the average rate of pay was \$14.50/hr. (*Id.*)

16 With the assistance of expert analysis of the time and pay data produced, Plaintiff assessed
17 the full value of the unpaid wages claim due to the alleged failure to blend, without any discount,
18 at \$399. (Szamet Decl. ¶78.)

19 Plaintiff assessed the full value of the meal period claim resulting from the alleged failure
20 to provide all complaint meal periods, without any discount, at \$23,674. (Szamet Decl. ¶79.)
21 However, there were meal waivers corresponding with \$20,920 of the allegedly owed meal period
22 premiums. (Szamet Decl. ¶80.) Thus, taking the meal waivers into account, the exposure is
23 reduced dramatically to \$2,754. (Szamet Decl. ¶81.)

24 Plaintiff assessed the full value of the *Ferra* meal premium claim resulting to the alleged
25 failure to blend, without any discount, at \$1,789. (Szamet Decl. ¶82.)

26 As for the discounts taken, Plaintiff did not discount the unpaid wages claim for settlement
27 purposes. (Szamet Decl. ¶83.) Expert analysis of the wage claim resulting from an alleged failure
28 to blend was \$399. (*Id.*) This amount is not atypical in the regular rate context because, though

1 Plaintiff contends liability is clear, the actual damages at issue are often a matter of a few cents or
2 dollars per person. (*Id.*) This is because the allegation is that premium payments in any given pay
3 period where there is also overtime worked, are not properly added to the “regular rate” to
4 determine the correct overtime rate for that pay period. (Szamet Decl. ¶84.) Once the premium
5 payments are blended correctly, the exposure is generally small because the regular rate increase
6 per hour is generally small and the amount of overtime in the corresponding pay period is often
7 limited. (*Id.*) Moreover, because a violation only occurs when there is a pay period with a premium
8 payment and overtime worked, it is not all pay periods in the class period that have a violation –
9 only a smaller subset. (*Id.*) Likewise, Plaintiff did not discount the *Ferra* meal premium claim for
10 the settlement purposes for the same reasons. (Szamet Decl. ¶85.)

11 Plaintiff assessed the full value of the rest period claim assuming a 100% violation rate for
12 the alleged failure to provide all complaint rest periods, without any discount, at \$360,746. (Szamet
13 Decl. ¶86.) However, based on the risks discussed above as to proving liability on rest breaks
14 classwide, Plaintiff believes that a 75% discount on the maximum exposure is appropriate for
15 settlement purposes. (*Id.*) Thus, the maximum exposure amount of \$360,746 was reduced to
16 \$90,186.50 for settlement purposes. (*Id.*)

17 Plaintiff valued the waiting time penalties claim, tied to the unpaid wages claim, at
18 \$166,119. (Szamet Decl. ¶87.) Considering the derivative nature of Labor Code §203 and the
19 dispute over whether class members can prove willfulness, Plaintiff believes a 60% reduction for
20 purposes of settlement is appropriate. The maximum exposure was \$415,298 and, therefore,
21 Plaintiff reduced this exposure to \$166,119 for purposes of settlement analysis. (Szamet Decl.
22 ¶88.)

23 Finally, Plaintiff calculated the value of the PAGA claim at \$225,600 for 55 aggrieved
24 employees during the relevant statutory period (using \$100 per pay period). (Szamet Decl. ¶89.)
25 The main risk taken into account with PAGA is the discretionary nature of the penalty award.
26 (Szamet Decl. ¶90.) A judge can award the statutory maximum of \$100 for the initial violation
27 and \$200 thereafter or – in theory – one cent per wage statement. (Szamet Decl. ¶91.) While there
28 is a dearth of available authority, in Plaintiff’s view, were he to succeed on any of the underlying

1 Labor Code violations, it is not likely that a Judge would also award a large amount of penalties
2 of top of any damages recovered. (Szamet Decl. ¶92.)

3 As for the discount to the PAGA claim, as discussed above, there is a dearth of instructive
4 case law and PAGA authority to look to, but the few cases with PAGA penalty awards show that
5 the discretionary awards are generally a fraction of the allowable maximum penalties at issue.
6 Therefore, Plaintiff believes it is appropriate to discount the PAGA exposure in this matter by
7 90%. (Szamet Decl. ¶93.) The PAGA penalty exposure was therefore discounted from \$225,600
8 to \$22,560 for purposes of settlement. (*Id.*)

9 With these discounts applied for the risks specifically discussed above and the risks
10 inherent to any litigation, the maximum potential exposure, originally determined as \$591,288,
11 was reduced to \$283,808. As such, Class Counsel believes the proposed Gross Settlement Amount
12 of \$285,000.00 is exactly in line with the discounted exposure and Plaintiff believes that it is fair
13 and reasonable. (Szamet Decl. ¶94.)

14 b) Defendant's Financial Status

15 The final, but very significant, consideration for purposes of resolution is Defendant's
16 financial status. Defendant is a local business founded in 1983 and headquartered in Durham,
17 California. (Szamet Decl. ¶95.) Originally called Chico Produce, Defendant began by providing
18 fresh produce to local retailers and foodservice operators and have grown to deliver fresh fruits
19 and vegetables, dairy, cheese, eggs, meat, frozen items, salads and salad dressing, cooking oils,
20 pickles and tortillas. (Szamet Decl. ¶96.) Defendant is not a large, statewide company that can
21 withstand a significant judgment against it. (Szamet Decl. ¶97.) In addition to honestly and
22 realistically assessing the likelihood of success on the merits, Plaintiff's main concern was working
23 with the mediator to come to a reasonable resolution that puts real money in the pockets of Class
24 Members, but is an amount that Defendant can actually manage to pay. (Szamet Decl. ¶98.)
25 Relying on the expert guidance of Mr. Serratore, the Parties came to a Settlement that is a true
26 compromise, but also fair and reasonable based on the risks discussed and the exposure analysis
27 to follow. (Szamet Decl. ¶99.)
28

1 5. The Extent of Discovery Completed and Stage of the Proceedings

2 As outlined above, Class Counsel conducted a thorough investigation into the facts of the
3 claims alleged. (Szamet Decl. ¶100.) The agreement to settle did not occur until Class Counsel
4 exchanged and possessed sufficient information to make an informed judgement regarding the
5 likelihood of success on the merits and the results that could be obtained through further litigation.
6 (*Id.*)

7 6. The Experience and Views of Counsel

8 Kingsley Szamet & Ly and D.Law, Inc. are very experienced in prosecuting employment
9 litigation. The extensive experience of D.Law, Inc. is detailed in the concurrently filed Declaration
10 of Emil Davtyan. (Davtyan Decl. ¶¶4-12.) Kingsley Szamet & Ly has focused its practice since
11 2000 on wage, hour, and working condition violations. (Szamet Decl. ¶¶101-102.) The firm is well
12 versed in class action litigation and has diligently and aggressively pursued this action. (*Ibid.*)
13 Kingsley Szamet & Ly currently serves as Class Counsel for dozens of pending class action
14 lawsuits in Northern, Central, and Southern California. (*Ibid.*) A list of representative cases that
15 Kingsley Szamet & Ly has handled is included in the accompanying declaration of Kelsey M.
16 Szamet. (*Ibid.*) After factoring in the risks explained above, Class Counsel believes that the
17 proposed settlement is fair and reasonable. (Szamet Decl. ¶103.)

18 7. The Presence of a Governmental Participant

19 There is no governmental participant in this action. (Szamet Decl. ¶104.)

20 8. The Proposed Plan of Allocation Is Fair and Reasonable

21 Plans of allocation are subject to the same standard of review as class action settlements;
22 they must be “fair, adequate and reasonable.” (*See, e.g., Officers for Justice v. Civil Service*
23 *Comm’n* (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) Here, the proposed plan of allocation
24 compensates Class Members pro rata based on the number of compensable Workweeks worked
25 by the Class Member during the Class Period. The lump sum payment to each Class Member not
26 excluding him/ herself will be determined on an individualized basis by (a) dividing the Net
27 Settlement Amount by the total number of Workweeks worked by all Participating Class Members
28 during the Class Period and (b) multiplying the result by each Class Member’s Workweeks. (Ex.

1 at § 3, ¶3.2.4.) This allocation distributes Agreement funds proportionally to each class member's potential damages and should therefore be approved as fair, adequate, and reasonable. (Szamet Decl. ¶105.)

9. The Reaction of the Class Members to the Proposed Settlement

To date, there are zero (0) requests to be excluded from the proposed Agreement and zero (0) objections. (Snow Decl. ¶¶11-14.) Such indicates that the reaction of Class members on the whole is positive and weighs in favor of approval.

V. ENHANCEMENT TO PLAINTIFF

Plaintiff's Counsel request an enhancement of \$5,000.00 to the Class Representative Ronald Allen Miles for his work on behalf of the Class. (Szamet Decl. ¶145.) "Courts routinely approve incentive awards to compensate named plaintiffs for the services they provide and the risks they incurred during the course of the class action litigation." *Ingram v. The Coca-Cola Company*, 200 F.R.D. 685, 694 (N.D. Ga 2001) (internal quotations and citations omitted); *see also Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995). In *Coca-Cola*, the Court approved service awards of \$300,000 to each named plaintiff in recognition of the services they provided to the class by responding to discovery, participating in the mediation process, and taking the risk of stepping forward on behalf of the class. *Coca-Cola*, 200 F.R.D. at 694; *see also, e.g. Van Vranken*, 901 F. Supp. at 299 (approving \$50,000 participation award to plaintiffs); *Glass v. UBS Financial Services, Inc.*, Case No. C-06-4068 MMC, 2007 WL 227862, at *17 (N.D. Cal. Jan. 26, 2007) (approving \$25,00 enhancement to each named plaintiff).

Mr. Miles is an adequate class representative because he has diligently, adequately and fairly represented the Class and has not placed his interests above any member of the Class. (*see* Declaration of Ronald Allen Miles ("Miles Decl.") ¶¶3-18.)

Here, Class Counsel requests an enhancement for Mr. Miles's valiant effort and time expended in this matter. The time spent by Ronald Allen Miles is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work at Defendant; compiling relevant documents; working closely with Class Counsel to develop the theories of liability and material relevant evidence; regularly discussing the

1 status of the case with Class Counsel; discussing the case via telephone with many Class Members;
2 making himself available to attend a full-day of mediation; and responding promptly to Class
3 Counsel's communications regarding settlement. (Szamet Decl. ¶146; Miles Decl. ¶¶3-16.) As set
4 forth in the Agreement, Plaintiff will also be entering into a general release of liability pursuant to
5 Civil Code Section 1542. (Szamet Decl. ¶147; Ex. 1 at ¶3.2.1.)

6 Class Counsel considers this to be a fair and reasonable enhancement. (Szamet Decl. ¶148.)
7 The enhancement takes into consideration the time, effort, and expense incurred by Mr. Miles in
8 coming forward to litigate this matter on behalf of all Class members. (Szamet Decl. ¶149.)
9 Additionally, the Class Representative was at risk for paying for Defendant's legal fees and costs
10 in the event that Defendant prevailed at trial. (Szamet Decl. ¶150.)

11 **VI. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY**

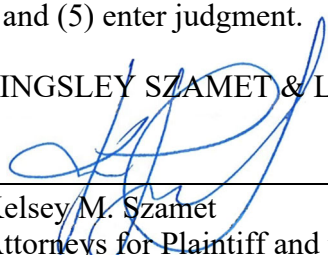
12 As indicated on the Proof of Service, Plaintiff's Motion for Final Approval of Class Action
13 Settlement ("Motion") will be concurrently uploaded to the Labor and Workforce Development
14 Agency's ("LWDA") website on the date this Motion is filed as required by statute. Proof of
15 submission of Plaintiff's Motion, all related documents, and copy of the email from the LWDA
16 confirming receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit "6." (Szamet
17 Decl. ¶155.)

18 **VII. CONCLUSION**

19 Plaintiff respectfully submits that the proposed Agreement is fair, adequate, reasonable,
20 and in the best interest of the Class members. Therefore, Plaintiff respectfully requests that the
21 Court (1) grant Final Approval of the Agreement and all of its terms; (2) award attorneys' fees and
22 costs in the amount detailed in the concurrently filed Motion for Attorneys' Fees and Costs; (3)
23 award ILYM Group, Inc. claims administration fees of \$10,000.00; and (4) award the Class
24 Representative an enhancement of \$5,000.00; and (5) enter judgment.

25 DATED: July 23, 2024

KINGSLEY SZAMET & LY

26 By: 
27 _____

Kelsey M. Szamet
Attorneys for Plaintiff and the proposed class

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On July 23, 2024, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

O'HAGAN MEYER LLP

Derek S. Sachs

dsachs@ohaganmeyer.com

Elaine M. McCormick

emccormick@ohaganmeyer.com

One Embarcadero Center, Suite 2100

San Francisco, CA 94111

Emil Davtyan

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D.LAW, INC.

400 N. Brand Blvd., Ste 700

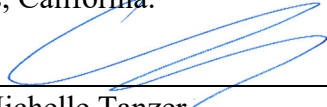
Glendale, CA 91203

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 23, 2024, at Woodland Hills, California.



Michelle Tanzer