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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

MIGUEL MONTOYA, NICHOLAS LANE,  
and LECOSTEL WILLIAMS, individually,  
and on behalf of other members of the general  
public similarly situated; JOSE ROSENDO  
CAMARILLO, individually, and on behalf of  
other members of the general public similarly  
situated and on behalf of other aggrieved  
employees pursuant to the California Private  
Attorneys General Act;

Plaintiffs,

vs.

AMERON INTERNATIONAL  
CORPORATION, a Delaware corporation;  
AMERON WATER TRANSMISSION  
GROUP, LLC, an unknown limited liability  
company; AMERON POLE PRODUCTS  
LLC, a Delaware limited liability company;  
NOV PROCESS & FLOW TECHNOLOGIES  
US, INC., a Delaware corporation;  
CONTAINMENT SOLUTIONS, INC., a  
Delaware corporation; CONTAINMENT  
SOLUTIONS SERVICES, INC., a Delaware  
corporation NATIONAL OILWELL VARCO,  
L.P., a Delaware limited partnership; NOV,  
INC., an unknown business entity; NOW  
OILFIELD SERVICES, LLC, a Delaware  
limited liability company; and DOES 1  
through 100, inclusive,

Defendants.

Case No.: CIVDS1718377

Honorable David S. Cohn  
Department S26

**CLASS ACTION**

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT,  
ATTORNEYS' FEES & COSTS, AND  
INCENTIVE AWARDS;  
MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT THEREOF**

[Declarations of Class Counsel  
(Edwin Aiwazian and Andre Sherman);  
Declarations of Class Representatives  
(Miguel Montoya, Nicholas Lane, LeCostel  
Williams, and Jose Rosendo Camarillo);  
Declaration of Settlement Administrator  
(Jarrod Salinas); and [Proposed] Final  
Approval Order and Judgment filed  
concurrently herewith]

Date: November 8, 2022  
Time: 10:00 a.m.  
Department: S26

Complaint Filed: September 20, 2017  
FAC Filed: July 1, 2022  
Trial Date: None Set

1           **PLEASE TAKE NOTICE** that on November 8, 2022 at 10:00 a.m., in Department S26  
2 of the above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415,  
3 Plaintiffs Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo  
4 (together, “Plaintiffs”) will and hereby do move for an order granting final approval of:

5           1.       The Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims  
6 (“Settlement,” “Agreement” or “Settlement Agreement”) on the grounds that the Settlement is fair,  
7 adequate, and reasonable because:

- 8           •       A Net Settlement Amount of approximately **\$819,712.52** will be fully distributed to the  
9           Class Members who did not submit a valid and timely Request for Exclusion  
10           (“Settlement Class Member”);  
11           •       **No Objections** were submitted to the settlement administrator, Phoenix Settlement  
12           Administrators (“Settlement Administrator”);  
13           •       **No Requests for Exclusion** were submitted to the Settlement Administrator;

14           2.       Payment in the amount of **\$616,666.67**, representing one-third (33.33%) of the  
15 Gross Settlement Amount, for attorneys’ fees, as follows: \$493,333.33 to Lawyers for Justice, PC,  
16 \$61,666.67 to Sherman & Sherman, APC, and \$61,666.67 to Girardi & Keese;

17           3.       Payment in the amount of **\$85,620.81** to Lawyers for Justice, PC and Sherman &  
18 Sherman, APC (together, “Class Counsel”) for reimbursement of litigation costs and expenses;

19           4.       Payment in the amount of **\$8,000.00** to the Settlement Administrator, Phoenix  
20 Settlement Administrators (“Phoenix”), for Settlement Administration Costs;

21           5.       Payments in the amount of \$10,000.00 each to Plaintiffs Miguel Montoya, Nicholas  
22 Lane, LeCostel Williams, and Jose Rosendo Camarillo, totaling **\$40,000.00** as Incentive Awards,  
23 for their time and effort in representing the Class; and

24           6.       Allocation of the penalties under the Private Attorneys General Act of 2004,  
25 California Labor Code section 2698, *et seq.*, in the amount of **\$280,000.00**, of which seventy-five  
26 percent (75%), or \$210,000.00, will be paid to the California Labor and Workforce Development  
27 Agency and twenty-five percent (25%), or \$70,000.00, will be distributed to Aggrieved Employees  
28 (“Employee PAGA Amount”).

1 This Motion is made pursuant to Rule 3.769 and Rule 3.1113(e) of the California Rules of  
2 Court, which require approval by the Court of a class action settlement and permit the Court to  
3 extend the page limit for memoranda.

4 This motion is based upon the following Memorandum of Points and Authorities; the  
5 Declarations of Class Counsel (Edwin Aiwarzian and Andre Sherman), Class Representatives  
6 (Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo), and  
7 Settlement Administrator (Jarrod Salinas) in support thereof; the pleadings and other records on  
8 file with the Court in this matter; and such evidence and oral argument as may be presented at the  
9 hearing on this Motion.

10 Dated: October 17, 2022

**LAWYERS for JUSTICE, PC**

11  
12 By:



Edwin Aiwarzian

Attorney for Plaintiffs and the Class

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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. SUMMARY OF MOTION**

Plaintiffs Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo (together, “Plaintiffs”) seek final approval of: (1) the Gross Settlement Amount of \$1,850,000.00; (2) attorneys’ fees in the amount of \$616,666.67, which is one-third (33.33%) of the Gross Settlement Amount, to Lawyers for Justice, PC, Sherman & Sherman, APC, and Girardi & Keese (“Total Attorneys’ Fees”); (3) reimbursement of litigation costs and expenses in the amount of \$85,620.81 to Lawyers for Justice, PC and Sherman & Sherman, APC (together, “Class Counsel”); (4) Settlement Administration Costs in the amount of \$8,000.00 to Phoenix Settlement Administrators (“Phoenix” or “Settlement Administrator”); (5) Incentive Awards in the amount of \$10,000.00 each to Plaintiffs Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo, for a combined amount of \$40,000; and (6) allocation of \$280,000.00 for penalties under the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA Allocation”).

Plaintiffs seek relief on behalf of the following individuals who are members of the following subclasses collectively referred to as the “Class” or “Class Members”<sup>1</sup>:

**“Ameron International Corporation and Ameron Water Transmission Group, LLC Subclass”** – All current and former hourly-paid or non-exempt employees who were employed by and performed work for Defendants Ameron International Corporation and/or Ameron Water Transmission Group, LLC within the State of California at any time during the period from September 20, 2013, to July 1, 2022, who did not sign an individual settlement agreement releasing their claims.

**“Ameron Pole Products LLC Subclass”** – All current and former hourly-paid or non-exempt employees who were employed by and performed work for Defendant Ameron Pole Products LLC within the State of California at any time during the period from August 4, 2014, to July 1, 2022, who are not covered by the May 1, 2019, to April 30, 2022 collective bargaining agreement.

**“NOV Process & Flow Technologies US, Inc. Subclass”** – All current and former hourly-paid or non-exempt employees who were employed by and performed work for Defendant NOV Process & Flow Technologies US, Inc., within the State of California at any time during the period between October 13, 2016, to July 1, 2022.

**“Containment Solutions, Inc., and Containment Solutions Services, Inc., Subclass”** – All current and former hourly-paid or non-exempt employees who

<sup>1</sup> Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims (“Settlement Agreement”), ¶ 5.

were employed by and performed work for Defendants Containment Solutions, Inc., and/or Containment Solutions Services, Inc., within the State of California at any time during the period from July 9, 2019, to July 1, 2022.

**“National Oilwell Varco, L.P. Subclass”** – All current and former hourly-paid or non-exempt employees who were employed by and performed work for Defendant National Oilwell Varco, L.P. within the State of California at any time during the period from September 1, 2017, to July 1, 2022, who did not sign an arbitration agreement with a class action waiver or a severance agreement.

Plaintiffs seek relief on behalf of the following individuals who are members of the following subgroups collectively referred to as the “Aggrieved Employees”<sup>2</sup>:

**“Ameron Pole Products, LLC Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant Ameron Pole Products, LLC within the State of California at any time during the period from June 2, 2020 to July 1, 2022.

**“NOV Process & Flow Technologies US, Inc. Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant NOV Process & Flow Technologies US, Inc. within the State of California at any time during the period from June 2, 2020 to July 1, 2022.

**“Containment Solutions, Inc. and Containment Solutions Services, Inc. Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendants Containment Solutions, Inc. and/or Containment Solutions Services, Inc. within the State of California at any time during the period from June 2, 2020 to July 1, 2022.

**“National Oilwell Varco, L.P. Aggrieved Employees PAGA Group”** – All current and former hourly paid or non-exempt employees who were employed by and performed work for Defendant National Oilwell Varco, L.P. within the State of California at any time during the period between June 2, 2020 to July 1, 2022.

The cases involved ongoing investigations, significant motion practice, formal and informal discovery, review and analysis of thousands of pages of documents and data prior to and during mediation conducted by Eve Wagner, Esq., and extensive settlement negotiations. The cases have required **1,817.30 hours** of attorney time between multiple law firms serving as Class Counsel. As will be demonstrated herein, the request for attorneys’ fees, which represents one-third (33.33%) of the Gross Settlement Amount, is fully supported by the use of the percentage-fee method. Courts have historically awarded fees of up to fifty percent (50%) of the recovery. The requested attorneys’ fees are also supported under the lodestar cross-check method.

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<sup>2</sup> Settlement Agreement, ¶ 27.

1 Plaintiffs move for final approval of the Total Attorney Fees in the amount of \$616,666.67  
2 to Lawyers for Justice, PC, Sherman & Sherman, APC, and Girardi & Keese, and reimbursement  
3 of litigation costs and expenses in the amount of \$85,620.81 to Class Counsel (collectively,  
4 “Total Attorneys’ Fees and Costs”). Plaintiffs also move for final approval of the Incentive  
5 Awards in the amount of \$10,000.00 to each of them, to compensate Plaintiffs for the time and  
6 effort that they expended spearheading this matter on behalf of the Class, Aggrieved Employees,  
7 and the State of California. Plaintiffs also move for final approval of the payment to the Settlement  
8 Administrator in the amount of \$8,000.00 for Settlement Administration Costs. Plaintiffs also  
9 move for final approval of the allocation of \$280,000.00 for the PAGA Allocation, of which  
10 \$210,000.00 will be paid to the California Labor Workforce and Development Agency (“LWDA”) for its  
11 portion of the PAGA Allocation (“LWDA Payment”), and \$70,000.00 will be distributed to  
12 the Aggrieved Employees (“Employee PAGA Amount”).

13 The requests for Total Attorneys’ Fees and Costs, Incentive Awards, Settlement  
14 Administration Costs, and allocation for the PAGA Allocation were fully disclosed in the Notice  
15 of Class Action and PAGA Settlement (“Class Notice”) that was mailed to the Class Members.  
16 Most importantly, as of the date of this Motion, *not a single Class Member has objected to any*  
17 *aspect of the Settlement, including the requested Total Attorneys’ Fees and Costs, Incentive*  
18 *Awards, Settlement Administration Costs, or allocation for PAGA Allocation.*

19 The Settlement is fair, adequate, and reasonable, and is the product of arm’s-length, good-  
20 faith negotiations by experienced counsel presided over by a highly-regarded mediator who is  
21 experienced in mediating wage-and-hour class action lawsuits. Accordingly, the Court should  
22 grant final approval of the Settlement, and award Total Attorneys’ Fees and Costs, Incentive  
23 Awards, Settlement Administration Costs, and PAGA Allocation in the amounts as fully disclosed  
24 to the Class and as requested herein.

25 In order to efficiently present the Court with adequate information to determine whether to  
26 grant final approval of the Settlement and award Total Attorneys’ Fees and Costs, Incentive  
27 Awards, Settlement Administration Costs, and PAGA Allocation, Plaintiffs also move for an order  
28 permitting the filing of this single consolidated memorandum, although it exceeds the page limit

1 established by California Rules of Court, Rule 3.1113(d), instead of filing several separate  
2 motions.

3 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

4 Defendants Ameron International Corporation, Ameron Water Transmission Group, LLC,  
5 Ameron Pole Products LLC, NOV Process & Flow Technologies US, Inc., Containment Solutions,  
6 Inc., Containment Solutions Services, Inc., National Oilwell Varco, L.P., NOV, Inc., and NOW  
7 Oilfield Services, LLC (“Defendants”) manufacture and sell engineered products for the chemical,  
8 industrial, energy, and transportation industries, and manufacture equipment such as pipes, drilling  
9 equipment, and drill bits for the oil and gas industry. Plaintiffs Miguel Montoya, Nicholas Lane,  
10 LeCostel Williams, and Jose Rosendo Camarillo are former employees of Defendants. During the  
11 course of litigating this matter for several years, Plaintiffs and Defendants (collectively, the  
12 “Parties”) have engaged in extensive motion practice, including and not limited to, fully briefing  
13 a contested motion for class certification; to conserve the Court’s resources, some (but not all) of  
14 the procedural history and motion practice is outlined herein.

15 On September 20, 2017, Plaintiff Miguel Montoya (“Plaintiff Montoya”) filed a Class  
16 Action Complaint for Damages against Defendant Ameron International Corporation in the  
17 Superior Court of California for the County of San Bernardino (“Court”), thereby commencing the  
18 lawsuit entitled *Miguel Montoya v. Ameron International Corporation, et al.*, San Bernardino  
19 County Superior Court Case No. CIVDS1718377 (“*Montoya* Action”).

20 On November 21, 2017, Plaintiff Montoya served multiple sets of discovery requests on  
21 Defendant Ameron International Corporation, including Form Interrogatories-General (Set One),  
22 Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production  
23 of Documents (Set One).

24 On March 19, 2018, Plaintiff Montoya propounded additional sets of Special  
25 Interrogatories (Set Three), Requests for Production of Documents (Set Two) on Defendant  
26 Ameron International Corporation, and noticed the deposition of Defendant Ameron International  
27 Corporation’s person most knowledgeable.

1 After significant motion practice and multiple discovery disputes, Defendant Ameron  
2 International Corporation filed a Motion for Summary Judgment on April 6, 2018. The Court  
3 denied Defendant Ameron International Corporation's Motion for Summary Judgment on June 27,  
4 2018.

5 On June 1, 2018, Plaintiff Montoya filed an Amendment to Complaint, naming Ameron  
6 Water Transmission Group, LLC as "Doe 1."

7 On July 6, 2018, Plaintiff Montoya served multiple sets of discovery requests on Defendant  
8 Ameron Water Transmission Group, LLC, including Form Interrogatories-General (Set One),  
9 Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production  
10 of Documents (Set One).

11 On July 17, 2018, Plaintiff Montoya propounded additional sets of Special Interrogatories  
12 (Set Three), Requests for Production of Documents (Set Two) on Defendant Ameron Water  
13 Transmission Group, LLC, and noticed the deposition of Defendant Ameron Water Transmission  
14 Group, LLC's person most knowledgeable.

15 On August 6, 2018, Plaintiff Nicholas Lane ("Plaintiff Lane") filed a Class Action  
16 Complaint for Damages against Defendants Ameron Pole Products LLC and National Oilwell  
17 Varco, Inc., dba NOV Ameron (now, NOV, INC.) in the Ventura County Superior Court, thereby  
18 commencing the action entitled *Nicholas Lane v. Ameron Pole Products LLC, et al.*, Case No.  
19 56/2018-00515902-CU-OE-VTA ("*Lane Action*").

20 On October 16, 2018, Plaintiff Lane served multiple sets of discovery requests on  
21 Defendant Ameron Pole Products LLC, including Interrogatories (Set One) and Requests for  
22 Production of Documents (Set One).

23 On October 16, 2018, Plaintiff Lane also served multiple sets of discovery requests on  
24 Defendant National Oilwell Varco Inc. dba NOV Ameron, including Interrogatories (Set One) and  
25 Requests for Production of Documents (Set One).

26 On November 11, 2018, Defendants filed an Answer to Plaintiff Miguel Montoya's Class  
27 Action Complaint for Damages.

1 On November 20, 2018, Plaintiff Lane propounded additional sets of Form Interrogatories-  
2 General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and  
3 Requests for Production of Documents (Set One) on Defendant Ameron Pole Products LLC.

4 On November 20, 2018, Plaintiff Lane also propounded additional sets of Form  
5 Interrogatories-General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set  
6 Two), and Requests for Production of Documents (Set One) on Defendant National Oilwell Varco  
7 Inc. dba NOV Ameron.

8 On January 29, 2019, Plaintiff Lane served multiple sets of discovery requests on  
9 Defendant National Oilwell Varco LP, including Requests for Production of Documents (Set One),  
10 Form Interrogatories (Set One), Special Interrogatories (Set One), and Special Interrogatories (Set  
11 Two).

12 On February 26, 2019, Plaintiff Lane propounded additional sets of Special Interrogatories  
13 (Set Three), Requests for Production of Documents (Set Two) on Defendant Ameron Pole  
14 Products LLC, and noticed the deposition of Defendant Ameron Pole Products LLC's person most  
15 knowledgeable.

16 On March 7, 2019, Plaintiff Lane propounded additional sets of Special Interrogatories  
17 (Set Three), Requests for Production of Documents (Set Two) on Defendant National Oilwell  
18 Varco Inc. dba NOV Ameron, and noticed the deposition of Defendant National Oilwell Varco  
19 Inc. dba NOV Ameron's person most knowledgeable.

20 On March 7, 2019, Plaintiff Lane also propounded additional sets of Special Interrogatories  
21 (Set Three), Requests for Production of Documents (Set Two) on Defendant National Oilwell  
22 Varco LP, and noticed the deposition of Defendant National Oilwell Varco LP's person most  
23 knowledgeable

24 On July 21, 2020, Plaintiff Nicholas Lane filed a Motion for Leave to File First Amended  
25 Class Action Complaint, requesting to add LeCostel Williams as a named plaintiff and NOV  
26 Process & Flow Technologies US Inc., as an additional defendant, to the Lane Action. On August  
27 4, 2020, Defendant Ameron Pole Products LLC filed an opposition to the motion. On August 17,  
28 2020, the Court denied the motion.

1 On October 13, 2020, Plaintiff LeCostel Williams filed a Class Action Complaint for  
2 Damages against Defendants National Oilwell Varco L.P., NOV Process & Flow Technologies,  
3 Inc., and NOV Process & Flow Technologies, US, Inc., in the Kern County Superior Court, thereby  
4 commencing the action entitled *LeCostel Williams v. National Oilwell Varco L.P., et al.*, Case No.  
5 BCV-20-102399 (“*Williams Action*”).

6 On October 23, 2020, Plaintiff Montoya filed a Motion for Class Certification in the  
7 *Montoya Action*. On July 7, 2021, Defendants Ameron International Corporation and Ameron  
8 Water Transmission Group, LLC filed an opposition to the Motion for Class Certification, and on  
9 September 10, 2021, Plaintiff Montoya filed a reply in support of the Motion for Class  
10 Certification.

11 On or about June 2, 2021, Plaintiff Jose Rosendo Camarillo (“Plaintiff Camarillo”)   
12 submitted notice to the LWDA of his intention to seek civil penalties under the Private Attorneys  
13 General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), against Ameron Pole  
14 Products LLC, and National Oilwell Varco, LP, and any and all affiliates, subsidiaries, parents,  
15 directors, officers, and employees, for violations, of the California Labor Code and Industrial  
16 Welfare Commission Wage Orders.

17 On or about July 26, 2021, Plaintiff Camarillo submitted an additional notice to the LWDA  
18 of his intent to seek civil penalties under PAGA, against NOW Oilfield Services, LLC and NOV,  
19 Inc., and any and all affiliates, subsidiaries, parents, directors, officers, and employees.

20 On or about December 2, 2021, Plaintiff Camarillo submitted an additional notice to the  
21 LWDA of his intent to seek civil penalties under PAGA, against Ameron Pole Products LLC,  
22 National Oilwell Varco, L.P./ NOV, Inc., NOV Process & Flow Technologies US, Inc.,  
23 Containment Solutions, Inc., Containment Solutions Services, Inc., and NOW Oilfield Services,  
24 LLC, any and all affiliates, subsidiaries, parents, directors, officers, and employees.

25 On July 1, 2022, Plaintiffs filed a First Amended Class Action Complaint for Damages and  
26 Enforcement Under the Private Attorneys General Act California Labor Code § 2698, *et seq.* (the  
27 “Operative Complaint”) in the *Montoya Action*, adding the plaintiffs and claims in the *Lane Action*  
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1 and the *Williams* Action, and adding Plaintiff Camarillo as a named plaintiff, effectively  
2 consolidating the *Montoya* Action, *Lane* Action, and *Williams* Action (collectively, the “Actions”).

3 Plaintiffs’ core allegation is that Defendants have violated the California Labor Code by  
4 engaging in a uniform practice and procedure, with respect to Plaintiffs, Class Members, and  
5 Aggrieved Employees, of, *inter alia*, failing to pay minimum and overtime wages, failing to  
6 provide compliant meal and rest periods and associated premium pay, failing to timely pay wages  
7 and associated waiting time penalties, failing to maintain accurate payroll records, failing to  
8 provide compliant wage statements, and failing to reimburse necessary business-related expenses,  
9 and thereby engaged in unfair business practices under the California Business and Professions  
10 Code and conduct that gives rise to penalties pursuant to PAGA. Plaintiffs contend that they, Class  
11 Members, and Aggrieved Employees, are entitled to, *inter alia*, unpaid wages, penalties (including  
12 but not limited to, penalties pursuant to PAGA), and attorneys’ fees.

13 Defendants have denied, and continue to deny, any liability and wrongdoing of any kind  
14 associated with any of the allegations in the Actions, and further deny the Actions are appropriate  
15 for class treatment or representative adjudication for any purpose other than for settlement  
16 purposes only.

17 The Parties have actively litigated the Actions since the *Montoya* Action was commenced  
18 on September 20, 2017. The Parties conducted significant formal and informal discovery,  
19 including and not limited to depositions of Plaintiff Montoya and Plaintiff Lane, Defendants’  
20 persons most knowledgeable, percipient witnesses, and Defendants’ expert in connection with the  
21 motion for class certification. On June 7, 2021, the Parties participated in a formal, full-day  
22 mediation conducted by Eve Wagner, Esq., a well-regarded mediator experienced in mediating  
23 complex labor and employment matters. With the aid of the mediator’s evaluation, the Parties  
24 ultimately reached the Settlement described herein to resolve the Actions in their entirety.

25 On June 2, 2022, Plaintiffs filed a Motion for Preliminary Approval of Class Action  
26 Settlement and supporting documents. On July 1, 2022, the Court entered an Order Granting  
27 Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval  
28

Order”), thereby preliminarily approving the terms of the Settlement, the Class Notice, and the proposed administration procedures and associated deadlines.

Plaintiffs now move for final approval of the Settlement, Total Attorneys’ Fees and Costs, Incentive Awards, Settlement Administration Costs, and allocation for PAGA Allocation.

### **III. SUMMARY OF THE SETTLEMENT TERMS AND PLAN OF DISTRIBUTION**

Under the terms of the Settlement Agreement, Defendants have agreed to pay a Gross Settlement Amount of \$1,850,000.00 on a non-reversionary basis.<sup>3</sup> Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) Total Attorneys’ Fees and Costs, consisting of attorneys’ fees in the amount of \$616,666.67<sup>4</sup> and reimbursement of litigation costs and expenses in the amount of \$85,620.81 to Class Counsel; (2) Incentive Awards in the amount of \$10,000.00 each to Plaintiffs Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo, for a combined amount of \$40,000; (3) Settlement Administration Costs in the amount of \$8,000.00 to Phoenix Class Action Administration Solutions; and (4) PAGA Allocation in the amount of \$280,000.00.<sup>5</sup> The Net Settlement Amount, which is estimated to be \$819,712.52, will be distributed in accordance with the Settlement Agreement, and there is no reversion to Defendants.<sup>6</sup>

The Settlement Administrator will determine each Class Member’s share of the available Net Settlement Amount (“Individual Settlement Share”), based on the number of the weeks that each Class Member was employed by Defendants as a member of the relevant Subclasses during the relevant time periods, which the Settlement Administrator will calculate by counting the number of days of employment between the start and end date within the relevant settlement

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<sup>3</sup> Settlement Agreement, ¶ 60.

<sup>4</sup> As reflected herein, the Court is requested to award \$616,666.67, as follows: \$493,333.33 to Lawyers for Justice, PC, \$61,666.67 to Sherman & Sherman, APC, and \$61,666.67 to Girardi & Keese.

<sup>5</sup> *Id.*, ¶¶ 26, 67, 68 & 69.

<sup>6</sup> This amount is higher than the amount stated in Paragraph 12 of the accompanying Declaration of Jarrod Salinas Regarding Notice and Settlement Administration (“Phoenix Declaration” or “Phoenix Decl.”) because the Settlement Administrator’s calculation assumes that: (1) Class Counsel will obtain litigation costs and expenses in the maximum amount of \$150,000.00, which is the amount allocated under the Settlement; and (2) Class Counsel will obtain attorneys’ fees in the amount of \$647,500.00 (35% of the Gross Settlement Amount), which is the amount allocated under the Settlement. However, Class Counsel seek the amount of only \$85,620.81 for reimbursement of litigation costs and expenses, and the difference of \$64,379.19 will remain part of the Net Settlement Amount. Class Counsel also seek the amount of only \$616,666.67 for attorneys’ fees, and the difference of \$30,833.33 will remain part of the Net Settlement Amount. The total difference between the amounts sought and the amounts authorized under the Settlement, i.e., \$95,212.52, will be part of the Net Settlement Amount.

Subclass and dividing by seven (7) and rounding up – using this methodology, the Settlement Administrator will calculate Ameron International Corporation and Ameron Water Transmission Group, LLC Workweeks, Ameron Pole Products LLC Workweeks, NOV Process & Flow Technologies US, Inc. Workweeks, Containment Solutions, Inc. and Containment Solutions Services, Inc., Workweeks, and National Oilwell Varco, L.P. Workweeks of all Settlement Class Members (collectively, “Workweeks”).<sup>7</sup> The Settlement Administrator will divide the final Net Settlement Amount by the respective total Workweeks of all Settlement Class Members to yield the “Class Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Class Workweek Value to yield his or her Individual Settlement Share.<sup>8</sup>

The Settlement Administrator will determine each Aggrieved Employee’s share of the available Employee PAGA Amount (“Individual PAGA Payment”), based on the number of weeks that each Aggrieved Employee was employed by Defendants as a member of the relevant PAGA Subgroup during the period June 2, 2020 to July 1, 2022, which the Settlement Administrator will calculate by counting the number of days of employment between June 2, 2020 and July 1, 2022, and dividing by seven (7) and rounding up – using this methodology, the Settlement Administrator will calculate Ameron Pole Products LLC PAGA Workweeks, NOV Process & Flow Technologies US, Inc. PAGA Workweeks, Containment Solutions, Inc. and Containment Solutions Services, Inc PAGA Workweeks, and National Oilwell Varco, L.P. PAGA Workweeks of all Aggrieved Employees (collectively, “PAGA Workweeks”).<sup>9</sup> The Settlement Administrator will divide the Employee PAGA Amount (i.e., the 25% of the PAGA Allocation), by the total PAGA Workweeks to yield the “PAGA Workweek Value,” and multiply each Aggrieved Employee’s individual PAGA Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.<sup>10</sup>

Class Members had thirty (30) calendar days after the initial mailing of the Class Notice to Class Members to submit a Request for Exclusion from the Class Settlement, Objection to the

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<sup>7</sup> Settlement Agreement, ¶ 62.a.

<sup>8</sup> *Id.*, ¶ 62.b.

<sup>9</sup> *Id.*, ¶ 63.a.

<sup>10</sup> *Id.*, ¶ 63.b.

1 Class Settlement, and/or Workweeks Dispute (“Response Deadline”).<sup>11</sup> The Response Deadline  
2 was September 29, 2022.<sup>12</sup> ***As of the date of this Motion, the Settlement Administrator has not***  
3 ***received any written requests for exclusion from the Class Settlement (“Requests for***  
4 ***Exclusion”) or Objections to the Class Settlement (“Objections”) from Class Members.***<sup>13</sup>

5 Each Individual Settlement Share will be allocated as twenty percent (20%) wages, to be  
6 reported on IRS Form W-2; and eighty percent (80%) penalties, interest, and non-wage damages,  
7 to be reported on IRS Form 1099 (if applicable).<sup>14</sup> Settlement Class Members will be issued  
8 payment of their Individual Settlement Share subject to reduction for the employee’s share of taxes  
9 and withholdings with respect to the wage portion of each Individual Settlement Share (the net  
10 payment is referred to as an “Individual Settlement Payment”).<sup>15</sup> The Parties further agree that the  
11 Individual PAGA Payments distributed to each Aggrieved Employee will be allocated as one  
12 hundred percent (100%) penalties, will be paid without reduction for taxes and withholdings, and  
13 will be reported on an IRS Form 1099 (if necessary). Defendant will pay the employer’s share of  
14 payroll taxes and contributions with respect to the wage portion of Individual Settlement Shares  
15 (“Employer Taxes”) in addition to the Gross Settlement Amount.<sup>16</sup>

16 Individual Settlement Payment checks issued to Settlement Class Members will contain  
17 the following language: “By cashing this check, I am opting into the settlement and release of  
18 Released Claims arising under the Fair Labor Standards Act, 29 U.S.C. § 216(b), as part of the  
19 class action settlement in *Miguel Montoya v. Ameron International Corporation*, San Bernardino  
20 Superior Court, Case No. CIVDS1718377.” Those Settlement Class Members who cash their  
21 Individual Settlement Payment check shall be deemed to opt-in for purposes of releasing Released  
22 Parties from any Released Class Claims predicated under the FLSA.<sup>17</sup>

23 The Individual Settlement Payment checks issued to Settlement Class Members and  
24 Individual PAGA Payment checks issued to Aggrieved Employees will be negotiable for one  
25

26 <sup>11</sup> Settlement Agreement, ¶ 37.

27 <sup>12</sup> Phoenix Decl., ¶ 9, Exh. A.

28 <sup>13</sup> *Id.*, ¶¶ 9 & 10.

<sup>14</sup> Settlement Agreement, ¶ 64.

<sup>15</sup> *Id.*, ¶¶ 20 & 64.

<sup>16</sup> *Id.*, ¶ 15.

<sup>17</sup> *Id.*, ¶¶ 65 & 79.

hundred eighty (180) calendar days from the date of issuance of the check.<sup>18</sup> Checks that are not negotiated within the 180-day period will be cancelled.<sup>19</sup> If any checks are not cashed within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is cashed in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks have not been cashed by the expiration of the ninety (90) day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with such cancelled checks shall be transmitted to the State of California's State Controller Unclaimed Property Fund, in the name of the individuals whose checks are cancelled, in the appropriate amounts for each such individual.<sup>20</sup> Settlement Class Members whose Individual Settlement Payment checks are uncashed shall, nevertheless, be bound to the Class Settlement, and Aggrieved Employees whose Individual PAGA Payment checks are uncashed shall, nevertheless, be bound to the PAGA Settlement.

#### IV. THE SETTLEMENT ADMINISTRATION PROCESS

The Court-appointed Settlement Administrator, Phoenix Settlement Administrators, has taken all necessary steps to effectuate the notice and settlement administration process, as set forth in the Court's July 1, 2022 Preliminary Approval Order.

On July 1, 2022, Phoenix received the Court-approved text for the Class Notice.<sup>21</sup>

On July 29, 2022 and August 17, 2022, Phoenix received a mailing list from Defendants' counsel that contained the names, last known addresses, Social Security numbers, telephone numbers, and dates of each Class Member and Aggrieved Employee ("Class List").<sup>22</sup> The Class List contained information for eight hundred and twenty-one (821) individuals identified as Class Members and/or Aggrieved Employees.<sup>23</sup> Phoenix processed the names and addresses through the National Change of Address Database ("NCOA") and updated the Class List with any updated

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<sup>18</sup> Ibid.

<sup>19</sup> Ibid.

<sup>20</sup> Ibid.

<sup>21</sup> Phoenix Decl., ¶ 3.

<sup>22</sup> *Id.*, ¶ 4.

<sup>23</sup> Ibid.

addresses located.<sup>24</sup>

On August 20, 2022, Phoenix Class Action Administration Solutions mailed the Class Notice via U.S. first class mail to 821 individuals identified as Class Members and/or Aggrieved Employees in the Class List.<sup>25</sup>

As of the date of this Motion, one (1) Class Notice was returned as undeliverable without a forwarding address.<sup>26</sup> Phoenix performed a skip-trace search on the one (1) Class Notice that was returned to them without a forwarding address, located an updated address for this individual, and promptly re-mailed the Class Notice to the updated address.<sup>27</sup> Ultimately, all Class Notices were considered deliverable.<sup>28</sup>

As of the date of this Motion, the Settlement Administrator has not received any Objections or Requests for Exclusion from Class Members.<sup>29</sup>

To date, there are 861 Class Members who did not submit a timely and valid Request for Exclusion, and are therefore, deemed to be Settlement Class Members.<sup>30</sup> Pursuant to the terms of the Settlement, the Net Settlement Amount of approximately \$819,712.52 will be distributed to Settlement Class Members in accordance with the terms of the Settlement.<sup>31</sup> The highest Individual Settlement Share is currently estimated to be \$5,325.78 and the average Individual Settlement Share is currently estimated to be \$1,312.50.<sup>32</sup> The highest Individual PAGA Payment is currently estimated to be \$226.84 and the average Individual PAGA Payment is currently estimated to be \$148.31.<sup>33</sup>

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<sup>24</sup> Phoenix Decl., ¶ 5.

<sup>25</sup> *Id.*, ¶ 6.

<sup>26</sup> *Id.*, ¶ 7.

<sup>27</sup> *Id.*

<sup>28</sup> *Ibid.*

<sup>29</sup> *Id.*, ¶¶ 9 & 10.

<sup>30</sup> *Id.*, ¶ 12.

<sup>31</sup> *Id.*, ¶ 12; see also, n.6, *supra*.

<sup>32</sup> *Id.*, ¶ 13. The actual average and highest Individual Settlement Shares will be larger than the amounts stated in the Phoenix Class Action Administration Solutions Declaration because the Net Settlement Amount is larger due to Class Counsel's request for attorneys' fees in an amount that is less than \$647,500.00 and request for reimbursement of litigation costs and expenses in an amount that is less than \$150,000.00 (the total difference between the amounts sought and the amounts authorized under the Settlement, i.e., \$95,212.52, will be part of the Net Settlement Amount). See n.6, *supra*.

<sup>33</sup> Phoenix Decl., ¶ 14.

V. **THE COURT SHOULD GRANT FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT.**

The trial court has broad discretion to determine whether a class action settlement is fair and reasonable. *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 52. To determine whether the settlement is fair and reasonable, courts consider relevant factors such as:

the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. "The list of factors is not exclusive and the court is free to engage in a balancing and weighing of the factors depending on the circumstances of each case." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245. "Due regard should be given to what is otherwise a private consensual agreement between the parties." *Dunk, supra*, 48 Cal.App.4th at 1801.

The proponent of the settlement has the burden to show that it is fair and reasonable. *Wershba, supra*, 91 Cal.App.4th at 245. At the final approval stage, a presumption of fairness exists where, as here: "(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small." *Dunk, supra*, 48 Cal.App.4th at 1802. In reviewing a class settlement, the court need not reach any ultimate conclusions on the issues of fact and law that underlie the merits of the dispute. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146. The inquiry is not whether the settlement agreement is the best one that class members could have possibly obtained, but whether the settlement, taken as a whole, is "fair, adequate, and reasonable." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55. A settlement need not obtain 100 percent of the damages sought in order to be fair, reasonable, and ultimately, meaningful. *Wershba, supra*, 91 Cal.App.4th at 251. Even if the proposed settlement affords relief that is substantially narrower than it would be if the case were to be successfully litigated, that is no bar to a class settlement

1 because the public interest may indeed be served by a voluntary settlement in which each side  
2 gives ground in the interest of avoiding prolonged litigation. *Id.*

3 **A. The Settlement Resulted from Arm's-Length Negotiations Based Upon**  
4 **Extensive Investigation and Discovery.**

5 The parties actively litigated the Actions since the *Montoya* Action was commenced on  
6 September 20, 2017. Counsel for the parties used the pre-mediation time period to investigate the  
7 veracity, strength, and scope of the claims, and also to prepare and file a motion for class  
8 certification in the *Montoya* Action, and preparing the matter for representative adjudication and  
9 trial.<sup>34</sup> The parties conducted significant formal and informal discovery and investigation into the  
10 facts of the cases, including and not limited to, the exchange, review, and analysis of a large  
11 volume of documents and data obtained from Defendants, Plaintiffs, and other sources.<sup>35</sup> Class  
12 Counsel propounded multiple sets of formal written discovery requests on Defendants; reviewed  
13 Defendants' responses and supplemental responses thereto; and worked with Plaintiff Miguel  
14 Montoya and Plaintiff Nicholas Lane to provide responses and supplemental responses to multiple  
15 sets of discovery requests that were propounded on each of them by Defendants.<sup>36</sup> Class Counsel  
16 prepared for and defended the depositions of Plaintiff Miguel Montoya, Plaintiff Nicholas Lane,  
17 and percipient witnesses, noticed the depositions of Defendants' persons most knowledgeable,  
18 percipient witnesses, and Defendants' expert in connection with the motion for class certification,  
19 and prepared for and took depositions of Defendants' persons most knowledgeable, percipient  
20 witnesses, and Defendants' expert in connection with the motion for class certification.<sup>37</sup> Class  
21 Counsel also interviewed and obtained information from Plaintiffs, Class Members, and Aggrieved  
22 Employees, including and not limited to the names of potential witnesses, and reviewed and  
23 analyzed a large volume of documents and data produced by Defendants and obtained through  
24 other sources.<sup>38</sup> The volume of data and documents that Class Counsel reviewed and analyzed  
25 included and was not limited to: Plaintiffs' and other Class Members' employment records, a

26 <sup>34</sup> Declaration of Edwin Aiwazian in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement,  
27 Attorneys' Fees and Costs, and Incentive Awards ("Aiwazian Decl."), ¶ 6.

28 <sup>35</sup> *Ibid.*

<sup>36</sup> *Ibid.*

<sup>37</sup> *Ibid.*

<sup>38</sup> Aiwazian Decl., ¶ 6.

1 detailed sampling of Class Members' time and pay data, list of supervisors of non-exempt  
2 employees, list of human resources managers for California locations, organizational charts,  
3 multiple class contact lists, multiple versions of Defendants' employee manuals and agreements  
4 (including, and not limited to, arbitration, waiver, severance, and release/settlement-related  
5 agreements, and Defendants' Collective Bargaining Agreements), company policy  
6 acknowledgements, internal memoranda, hiring checklist, and Defendants' operations and  
7 employment practices, procedures, and policies (including but not limited to Defendants' Code of  
8 Business Conduct and Ethics, Business Ethics Policy, Employee-Owned Personal Devices policy,  
9 United Steelworkers (USW) Check-Off Authorization, Defendants' Training Handout and  
10 corresponding Evaluation Forms, Meal and Rest Break Schedules, On Duty Meal Agreement, and  
11 Employee Dispute Resolution Program forms), among other information and documents.<sup>39</sup> The  
12 Parties engaged in significant motion practice, and Class Counsel researched applicable law,  
13 developed damages/valuation models in preparation for mediation, and met and conferred with  
14 Defendants' counsel on numerous occasions, e.g., to discuss issues relating to the pleadings,  
15 discovery, motion practice, case management, *Belaire-West* process, and the production of  
16 documents and data prior to the mediation. Class Counsel also drafted pleadings, researched and  
17 drafted opposition papers (in the *Montoya* Action, with respect to demurrer to complaint, multiple  
18 motions for sanctions, motion for summary judgment, and ex parte application to stay the  
19 proceedings,), researched and drafted motion papers (in the *Montoya* Action, with respect to  
20 multiple motions to compel further responses to discovery requests and request for monetary  
21 sanctions, motion to enforce court's order granting motion to compel and request for monetary  
22 sanctions, multiple motions to compel depositions of persons most knowledgeable and request for  
23 monetary sanctions, motion to compel deposition of percipient witnesses and request for monetary  
24 sanctions, demurrer to answer, motion to strike answer, motion for class certification, and *ex parte*  
25 application to continue deadline to file reply in support of motion for class certification; and in the  
26 *Lane* Action, with respect to motion to strike portions of answer (federal court), motion for remand  
27 (federal court), motion to strike portions of answer (state court), demurrer to answer (state court),  
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<sup>39</sup> Ibid.

1 and motion for leave to file amended complaint (state court)), researched and prepared the  
2 mediation brief, and prepared for and attended court proceedings, mediation, and settlement  
3 negotiations, among other tasks.<sup>40</sup>

4 After conducting significant formal and informal discovery and investigation into the facts  
5 of the cases, the parties participated in a formal, full-day mediation conducted by Eve Wagner,  
6 Esq., a well-respected mediator experienced in mediating complex labor and employment  
7 matters.<sup>41</sup> Prior to, during, and after the mediation and settlement discussions, the Parties  
8 exchanged extensive documents, information, and data and engaged in discussions regarding their  
9 evaluations of Plaintiffs' claims, the cases, and various aspects of the cases, including but not  
10 limited to, the risks and delays of further litigation, the risks to the parties of proceeding with the  
11 pending motion for class certification, representative adjudication, and trial, the law relating to off-  
12 the-clock theory, meal and rest periods, representative PAGA claims, and wage-and-hour  
13 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among  
14 other things.<sup>42</sup> During all settlement discussions, the parties conducted their negotiations at arm's  
15 length in an adversarial position.<sup>43</sup> Arriving at a settlement that was acceptable to the parties was  
16 not easy.<sup>44</sup> Defendants and their counsel felt very strongly about Defendants' ability to prevail on  
17 the merits and to obtain a denial of class certification, while Plaintiffs and Class Counsel believed  
18 that the class certification motion they had filed would be granted and Plaintiffs would prevail at  
19 trial.<sup>45</sup> After conducting significant formal and informal discovery and investigations, extensive  
20 settlement negotiations, and with the aid of the mediator's evaluation, the parties ultimately agreed  
21 that the matter was well-suited for settlement given the legal issues relating to Plaintiffs' principal  
22 claims, as well as the costs and risks to the parties that would attend further litigation.<sup>46</sup>

23 The Settlement takes into account the strengths and weaknesses of each side's position and  
24 the uncertainty of how the cases might have concluded at certification, trial, and/or appeals. Class  
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26 <sup>40</sup> Aiwazian Decl., ¶7

27 <sup>41</sup> *Id.*, ¶ 9.

28 <sup>42</sup> *Ibid.*

<sup>43</sup> *Ibid.*

<sup>44</sup> *Ibid.*

<sup>45</sup> *Ibid.*

<sup>46</sup> *Ibid.*

Counsel interviewed and obtained information from Plaintiffs, other Class Members and Aggrieved Employees, and percipient witnesses.<sup>47</sup> Class Counsel also reviewed and analyzed a large volume of documents produced by Defendants and obtained through other sources, and performed significant research into the law concerning certification, off-the-clock theory, meal and rest periods, representative PAGA claims, wage-and-hour enforcement, Plaintiffs' claims, and Defendants' defenses, as well as facts discovered.<sup>48</sup> The Settlement was based on this large volume of facts, evidence, and investigation.<sup>49</sup> Additionally, Class Counsel have extensive experience in handling complex wage-and-hour matters, including significant experience in employment class action litigation.<sup>50</sup>

**B. The Risks Inherent in Continued Litigation Favor Final Approval of the Settlement.**

The Settlement, which provides for a Gross Settlement Amount of \$1,850,000.00, represents a fair, adequate, and reasonable resolution of the cases, given the risks inherent in litigating class and representative claims through certification proceedings, trial, and/or appeals.<sup>51</sup> The Settlement was calculated using information and data uncovered through extensive case investigation, formal and informal discovery, and the exchange of information in the context of mediation.<sup>52</sup> Had the Actions not settled, Defendants would have vigorously challenged class certification, manageability of representative adjudication, and liability. Defendants contended that individualized questions of fact predominate over any common issues, and these issues would pose challenges to certification and representative adjudication. Defendants would have likely argued again at trial, if any, that Plaintiffs' claims were not appropriate for class-wide and/or representative adjudication. On the other hand, Defendants also faced the risk of the Court certifying a class and allowing a jury to decide Plaintiffs' claims on a class-wide or representative basis. Additionally, preparation for trial would have been expensive for all parties.

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<sup>47</sup> Aiwazian Decl., ¶ 7.

<sup>48</sup> *Id.*, ¶ 8.

<sup>49</sup> *Id.*, ¶¶ 6 & 7.

<sup>50</sup> Aiwazian Decl., ¶¶ 16-19; Declaration of Andre Sherman ("Sherman Decl.") ¶ 3.

<sup>51</sup> Aiwazian Decl., ¶¶ 9 & 22.

<sup>52</sup> *Id.*, ¶¶ 5-9.

1 It is preferable to reach an early resolution of a dispute because such resolutions save time  
2 and money that would otherwise go to litigation. If this matter had settled after further litigation,  
3 the settlement amount would have taken into account the additional costs incurred, and there might  
4 have been less money available for Class Members and Aggrieved Employees after all was said  
5 and done. This is not just an abstract contention. The risks and expenses of further litigation  
6 outweighed any benefit that might have been gained otherwise. These risks of further litigation  
7 include a determination that the claims were unsuitable for class treatment and/or representative  
8 adjudication, failure to obtain certification, class de-certification after certification of a class,  
9 allowing a jury to decide the claims asserted in the cases, and the real possibility of no recovery  
10 after years of litigation. Additionally, the Parties were moving into the phase of the litigation  
11 where they would have to conduct a significant amount of additional discovery, including and not  
12 limited to, additional depositions of Defendants' Person Most Knowledgeable designees, expert  
13 witnesses, and percipient witnesses, such as managers, supervisors, and other current and former  
14 employees throughout the State of California. Additional discovery would have certainly arisen,  
15 which would have cost the parties additional time and money. In contrast, the Settlement provides  
16 real and significant benefits for the Class here and now, while avoiding the further expenses, risks,  
17 and delay of prolonged litigation with only the possibility of recovery.

18 It would be grossly inefficient for such a large class of current and former employees to  
19 bring individual actions to recover from Defendants for the alleged violations of wage-and-hour  
20 laws. Moreover, the potential individual recovery that could be obtained by a Class Member would  
21 not be significant enough to provide him or her with the incentive to sue. By granting final  
22 approval of the Settlement, the Court can approve a resolution that provides a certain and  
23 substantial recovery for Class Members, the State of California, and Aggrieved Employees.

24 **C. The Settlement Is Fair, Reasonable, and Adequate.**

25 The Settlement, which provides for a Gross Settlement Amount One Million Eight  
26 Hundred Fifty Thousand Dollars (\$1,850,000.00), represents a fair, reasonable, and adequate  
27 resolution of the cases. The Settlement was calculated using information and data uncovered  
28 through extensive case investigation, formal and informal discovery, and the exchange of

information in the context of mediation. The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the cases at issue. Moreover, considering all of the facts in the cases, the Gross Settlement Amount represents a considerable recovery.

Even after deducting attorneys' fees in the amount of \$616,666.67, litigation costs and expenses in the amount of \$85,620.81, Incentive Awards in the combined amount of \$40,000.00, Settlement Administration Costs in the amount of \$8,000.00, and PAGA Allocation in the amount of \$280,000.00 from the Gross Settlement Amount of \$1,850,000.00, the Net Settlement Amount is currently estimated to be \$819,712.52.<sup>53</sup> Under the Settlement Agreement, the Gross Settlement Amount will be fully paid out without any reversion to Defendants, in accordance with the terms of the Settlement. As discussed in Section III, *supra*, each Settlement Class Member will be paid a *pro rata* share of the Net Settlement Amount, based on the number of Workweeks credited to him or her. To date, there are eight hundred twenty-one (821) Settlement Class Members, representing one hundred percent (100%) of the Class Members.<sup>54</sup> The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$5,325.78 and the average Individual Settlement Share is currently estimated to be \$1,312.50.<sup>55</sup> The highest Individual PAGA Payment to Aggrieved Employees is currently estimated to be \$226.84 and the average Individual PAGA Payment is currently estimated to be \$148.31.<sup>56</sup> These are significant individual recoveries, particularly in light of the risks of litigation.

At the final approval stage, "[a]n allocation formula need only have a reasonable, rational basis [to warrant approval], particularly if recommended by experienced and competent class counsel." *In re American Bank Note Holographics, Inc., Securities Litigation* (S.D.N.Y. 2001) 127 F.Supp.2d 418, 429-30. The *pro rata* allocation here is a fair and reasonable way to distribute the Net Settlement Amount. In light of the above considerations, Class Counsel believe that the Settlement as a whole is fair, reasonable, and adequate, and in the best interest of the Class Members, State of California, and Aggrieved Employees.<sup>57</sup> Although the recommendations of

<sup>53</sup> Phoenix Decl., ¶ 12; see n.6, *supra*.

<sup>54</sup> *Id.*, ¶ 12.

<sup>55</sup> *Id.*, ¶ 13; see n.32, *supra*.

<sup>56</sup> Phoenix Decl., ¶ 14.

<sup>57</sup> Aiwasian Decl., ¶ 22.

Class Counsel are not conclusive, the Court can properly take the recommendations into account, particularly if Class Counsel appear to be competent, have experience with this type of litigation, and significant discovery and investigation have been completed, as is the case here. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 11.47. Accordingly, the Court should grant final approval of the Settlement.

**D. The Class Was Represented by Competent Counsel.**

Class Counsel have extensive experience in employment class action law and complex wage-and-hour litigation.<sup>58</sup> The law firms of Lawyers for Justice, PC and Sherman & Sherman, APC have been appointed class counsel in numerous complex wage-and-hour cases, and have recovered millions of dollars for individuals in California.<sup>59</sup> Both parties' counsel were capable of assessing the strengths and weaknesses of the claims against Defendants and the benefits of the Settlement under the circumstances of the cases and in the context of a private, consensual settlement agreement.

**E. There Are No Objections to the Settlement.**

The Settlement has been well received by the Class – ***not a single Class Member objected to or opted out of the Class Settlement.***<sup>60</sup> Specifically, no objections have been made as to the Gross Settlement Amount or requested Attorneys' Fees and Costs, Incentive Awards, Settlement Administration Costs, or the allocation for PAGA Allocation. California courts have consistently found that a small number of objectors indicates the class' support for a settlement and strongly favors final approval. *Wershba, supra*, 91 Cal.App.4th at 250-51 (final approval granted despite 20 objectors); *7-Eleven Owners, supra*, 85 Cal.App.4th at 1152-53 (final approval granted despite 9 objectors).

Here, the lack of any objections speaks volumes about the fairness, reasonableness, and adequacy of this Settlement. Accordingly, the Settlement as a whole is presumed to be fair, reasonable, and adequate, and the Court should grant final approval of the Settlement in its entirety. *Dunk, supra*, 48 Cal.App.4th at 1802.

<sup>58</sup> Aiwazian Decl., ¶¶ 16-19; Sherman Decl., ¶ 3.

<sup>59</sup> Ibid.

<sup>60</sup> Phoenix Decl., ¶¶ 9 & 10.

VI. **THE ATTORNEYS' FEES AWARD REQUESTED BY CLASS COUNSEL IS FAIR AND REASONABLE AND SHOULD BE APPROVED.**

A. **Legal Standard for Attorneys' Fees in a Class Action Settlement.**

Trial courts have "wide latitude" in assessing the value of attorneys' fees and their decisions will "not be disturbed on appeal absent a manifest abuse of discretion." *Lealao v. Beneficial Cal., Inc.* (2000) 82 Cal.App.4th 19, 41; *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 (The "experienced trial judge is the best judge of the value of professional services rendered in his court[.]"); *Cellphone Termination Fee Cases* (2009) 180 Cal.App.4th 1110, 1118. Where the amount of a settlement is a "certain easily calculable sum of money," California courts may calculate attorneys' fees as a reasonable percentage of the settlement. Weil and Brown, *California Practice Guide, Civil Procedure Before Trial*, Chapter 14, § 14:145; see also *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 503; *Dunk, supra*, 48 Cal.App.4th at 1808. The percentage-of-the-benefit approach is preferred in class and representative actions because "it better approximates the workings of the marketplace than the lodestar approach." *Lealao, supra*, 82 Cal.App.4th at 49.

California law provides that an attorneys' fees award should be equivalent to fees paid in the legal marketplace for the result achieved and risk incurred. *Id.* at 47-50; *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 503. In *Lealao*, the court held that when an action leads to a recovery that can be "monetized" with a reasonable degree of certainty, the trial court should "ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation." *Lealao, supra*, 82 Cal.App.4th at 50. Fee awards that are too small will "chill the private enforcement essential to the vindication of many legal rights and obstruct the representative actions that often relieve the courts of the need to separately adjudicate numerous claims." *Lealao, supra*, 82 Cal.App.4th at 53.

"The ultimate goal . . . is the award of a 'reasonable' fee to compensate counsel for their efforts, irrespective of the method of calculation." *Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557-58 (quoting *Apple Computer, Inc. v. Superior Court, supra*, 126 Cal.App.4th at 1270). It is not an abuse of discretion to choose one method over another as long as the method

chosen is applied consistently using percentage figures and/or rates that accurately reflect the marketplace. In cases where class members present claims against a settlement amount and the settlement agreement provides that the defendant agrees to paying the attorneys a percentage of the same, use of that percentage method is appropriate. *Lealao, supra*, 82 Cal.App.4th at 32.

Historically, courts have awarded fees as high as fifty percent (50%) of the settlement, depending on the circumstances of the case. Conte & Newberg, *Newberg on Class Actions* (4th Ed., 2002) § 14.03; *see also In re Ampicillin Antitrust Litig.* (D.D.C. 1981) 526 F.Supp. 494 (awarding attorneys' fees in the amount of 45% of the settlement amount of \$7.3 million); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.* (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement amount as attorneys' fees). California courts routinely approve class action attorneys' fees awards "averag[ing] around one-third of the recovery." *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court found 20 to 40 percent range of contingency fee in marketplace was appropriate in class actions); *see also Laffitte*, 1 Cal.5th at 488 & 506 (approving fee award of 1/3 of common fund of \$19 million).

**B. A Fee Award of a Percentage of the Entire Fund Is Appropriate.**

California and federal courts have long recognized that an appropriate method for determining the award of attorneys' fees is based on a percentage of the total value of benefits made available to class members by the settlement. *Laffitte*, 1 Cal.5th at 503; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Paul, Johnson, Alston & Hunt v. Gaulty* (9th Cir. 1989) 886 F.2d 268, 272; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 557 F.2d 759, 769; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34.<sup>61</sup> The purpose of this equitable doctrine is to spread litigation costs proportionally among all the beneficiaries so that the active beneficiary does not bear the entire burden alone. *See Vincent, supra*, 557 F.2d at 769.

When a litigant's efforts result in a settlement from which others may derive benefits, the litigant may require the passive beneficiaries to compensate those whose efforts brought about the settlement. *See, R. Pearle, California Attorney Fee Awards* (CEB, 1993) § 7A, p. 5-7 (permitting

<sup>61</sup> The California Supreme Court has urged trial courts to consider class action federal authority. *Green v. Obledo* (1981) 29 Cal.3d 126, 146; *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

attorneys' fees and costs to be paid out of the settlement or directly on behalf of the other parties enjoying the benefit of the settlement). Both state and federal courts have embraced this doctrine. See *Serrano*, *supra*, 20 Cal.3d at 35; *Crampton v. Takegoshi* (1993) 17 Cal.App.4th 308, 317; *Vincent*, *supra*, 557 F.2d at 769.

The propriety of calculating and awarding attorneys' fees as a percentage of a monetary settlement that has, by litigation, been preserved or recovered for the benefit of others, has been confirmed by the California Supreme Court. *Laffitte*, *supra*, 1 Cal.5th 480 at 486 & 506. The California Supreme Court has taken the position that "[t]rial courts have discretion to conduct a lodestar cross-check on a percentage fee," "they also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee[.]" and "[t]he percentage [...] method survives in California." *Id.* (internal quotes omitted).

Courts have consistently recognized that class and representative action litigation is increasingly necessary to protect the rights of individuals whose injuries and/or damages are too small to economically justify legal action on an individual basis. Accordingly, in determining a reasonable fee award, courts award fees to serve as an economic incentive for lawyers to pursue such litigation in order to achieve increased access to the judicial system for meritorious claims and to enhance deterrents to wrongdoing. This is especially true in situations where multiple similar alleged wrongs would not be economically feasible to pursue individually, such as here. See A. Conte, *Attorney Fee Awards* (2d Ed., 1993) 104, at 6.

When the cases were originally filed, not only were they inescapably contingent, but the prospect of a long, drawn-out battle with defendants represented by experienced counsel, was almost a certainty. By taking on this "battle" on a contingency basis, Class Counsel risked substantial economic loss if the results were not successful. This substantial risk is the reason that the courts approve the use of the percentage method when a settlement is obtained by the efforts of class counsel. See *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1048-49 (discussing the risks of engaging in litigation without certainty of compensation).

Under the terms of the Settlement Agreement, Defendants will pay a Gross Settlement Amount of \$1,850,000.00 on a non-reversionary basis. The requested attorneys' fees are one-third

(33.33%) of the total value of the monetary settlement. In light of Class Counsel’s successful prosecution and resolution of the cases, the requested attorneys’ fees are appropriate and reasonable.

Compensating class counsel in class litigation on a percentage basis makes good sense because: (1) it is consistent with the private marketplace where contingent fee attorneys are customarily compensated on such a basis; (2) it aligns the interests of class counsel and absent class members in achieving the maximum possible resolution of the cases; and (3) it encourages the most efficient and expeditious resolution of the litigation by providing an incentive for early, yet reasonable, settlement. The requested attorneys’ fees in this matter satisfy all of those factors such and should be approved on a percentage basis.

The percentage method is consistent with, and is intended to mirror, the practice in the private marketplace where contingent-fee attorneys typically negotiate percentage-fee arrangements with their clients. Named plaintiffs’ agreement to pay a contingent fee is powerful evidence of a reasonable fee. One of the best ways to demonstrate the value of counsel’s work to the class is to review the consideration agreed to be paid by the named plaintiffs. If the named plaintiffs’ have employed counsel on a contingency-fee basis, it would indeed be inequitable for the members of the class, who will enjoy the benefits of the settlement without incurring the risks of bringing the claim, to pay less than the named plaintiffs. In this matter, Plaintiffs have agreed to a contingency fee of at least one-third (33.33%) of the recovery.<sup>62</sup>

Furthermore, a percentage-fee award is not dependent on a determination of the actual amount claimed by those entitled—it is the creation of the settlement that is the crucial fact. In *Winslow v. Harold G. Ferguson Corp.*, the California Supreme Court expressly held that “it is equitable that [the attorney’s] compensation and expenses should come from the entire fund saved for all classes concerned before it is distributed.” *Winslow v. Harold G. Ferguson Corp.* (1944) 25 Cal.2d 274, 284. Likewise, *Lealao* expressly held that a percentage-based fee “may be calculated on the basis of the total fund made available rather than the actual payments made to the class.” *Lealao, supra*, 82 Cal.App.4<sup>th</sup> at 51; *see also Boeing, supra*, 444 U.S. at 478 (“a litigant

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<sup>62</sup> Aiwasian Decl., ¶ 10.

1 or a lawyer who recovers” a settlement “for the benefit of persons other than himself or his client  
2 is entitled to a reasonable attorneys’ fee from the fund as a whole”).

3 In *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4<sup>th</sup> 224, in determining reasonable  
4 attorneys’ fees, the Court of Appeal valued a settlement based on the total value of the settlement  
5 made available to class members by the efforts of counsel, decided in favor of granting fees as a  
6 percentage of the total value of the settlement, and rejected an objection that the fees be awarded  
7 based on the exact amount claimed by class members. *Id.* At 247.

8 Class Counsel have obtained a substantial recovery on behalf of Plaintiffs, the Class,  
9 Aggrieved Employees, and the State of California, and the results achieved justify an attorneys’  
10 fees award that is the equivalent of the standard market fee and that is consistent with the  
11 contingency-fee agreement entered into by and between Plaintiffs and Class Counsel. Thus, the  
12 requested attorneys’ fees are appropriate.

13 C. **The Attorneys’ Fees Award Requested by Class Counsel Is Reasonable Based**  
14 **on the Factors Considered in Determination of Fee Awards.**

15 In *Camden I Condominium Association, Inc. v. Dunkel*, the court identified twelve factors  
16 to be considered in determining whether fee awards are reasonable: (1) the time and labor required;  
17 (2) the novelty and difficulty of the questions involved; (3) the skill required to perform the legal  
18 services properly; (4) the preclusion of other employment by the attorney due to the acceptance of  
19 the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitation  
20 imposed by the client or the circumstances; (8) the amount involved and results obtained; (9) the  
21 experience, reputation and ability of the attorney; (10) the undesirability of the case; (11) the nature  
22 and length of the professional relationship with the client; and (12) awards in similar cases.  
23 *Camden I Condominium Association, Inc. v. Dunkel* (11<sup>th</sup> Cir. 1991) 946 F.2d 768, 772.

24 Each and every one of these factors favors the attorneys’ fees sought here; however, some  
25 of the most relevant factors to this Court’s fee determination will be addressed herein. The award  
26 of attorneys’ fees in the amount of \$616,666.67 (which is 33.33% of the Gross Settlement Amount)  
27 is commensurate with the time, effort, and expense dedicated to the cases, the contingent nature of  
28 Class Counsel’s fee and the risks taken in commencing the cases, the skill and determination

required, the results that Class Counsel have achieved, and the value of the settlement that Class Counsel have obtained in the cases.

**1. Time & Labor.**

Class Counsel used their experience and skills, and dedicated the full extent of resources, to litigate and bring the cases to a successful conclusion. Moreover, as demonstrated in the supporting declarations, Class Counsel have extensive experience in the handling of class actions and complex litigation matters.<sup>63</sup>

As outlined in the Declarations of Edwin Aiwarzian and Andre Sherman, Class Counsel have fully and actively participated in litigation of this case.<sup>64</sup> Prior to commencing the cases, Class Counsel had conducted a significant amount of investigation into the factual and legal issues, Defendants' business, and their operations and employment policies, practices, and procedures.<sup>65</sup> During the litigation of the cases, Class Counsel interviewed Plaintiffs, other Class Members and Aggrieved Employees, and percipient witnesses; propounded multiple sets of written discovery requests on Defendants (including form interrogatories, special interrogatories, requests for production, and requests for admission), noticed several depositions of Defendants' person(s) most knowledgeable, percipient witnesses, and Defendants' expert in connection with the motion for class certification; reviewed Defendants' responses and objections to written discovery and deposition notices; worked with Plaintiffs Montoya and Lane to provide responses to formal written discovery propounded by Defendants; prepared for and defended the depositions of Plaintiffs Montoya and Lane and percipient witnesses; prepared for and took the depositions of Defendants' persons most knowledgeable, percipient witnesses, and Defendants' expert in connection with the motion for class certification; reviewed and analyzed a large volume of documents, information, and data obtained from Defendants, Plaintiffs, other Class Members and Aggrieved Employees, percipient witnesses, and other sources; engaged in the *Belaire-West* notice process and received class contact information; drafted pleadings, researched and drafted opposition papers (in the *Montoya* Action, with respect to, *inter alia*, demurrer to complaint,

<sup>63</sup> Aiwarzian Decl., ¶ 19; Sherman Decl., ¶ 3.

<sup>64</sup> Aiwarzian Decl., Exh. A; Sherman Decl., ¶ 6.

<sup>65</sup> Aiwarzian Decl., ¶ 8 & Exh. A.

multiple motions for sanctions, motion for summary judgment, and ex parte application to stay the proceedings); researched and drafted motion papers (in the *Montoya* Action, with respect to, *inter alia*, multiple motions to compel further responses to discovery requests and request for monetary sanctions, motion to enforce court's order granting motion to compel and request for monetary sanctions, multiple motions to compel depositions of persons most knowledgeable and request for monetary sanctions, motion to compel deposition of percipient witnesses and request for monetary sanctions, demurrer to answer, motion to strike answer, motion for class certification, and *ex parte* application to continue deadline to file reply in support of motion for class certification; and in the *Lane* Action, with respect to motion to strike portions of answer (federal court), motion for remand (federal court), motion to strike portions of answer (state court), demurrer to answer (state court), and motion for leave to file amended complaint (state court)); researched and prepared the mediation brief; and prepared for and attended court proceedings, mediation, and settlement negotiations.<sup>66</sup> Class Counsel also met and conferred with Defendants' counsel over the issues relating to pleadings, case management, discovery, *Belaire-West* process, and production of documents and data, among other things; engaged in extensive settlement negotiations with Defendants' counsel; and prepared for and attended court proceedings, mediation, and settlement negotiations.<sup>67</sup>

Class Counsel have dedicated staffing and monetary resources necessary to prosecute this matter diligently and with maximum efficiency and has fully and actively participated in the litigation process. The Task and Time Chart, which is attached as EXHIBIT A to the accompanying Declaration of Edwin Aiwazian, set forth in detail the hours that Class Counsel have spent performing tasks on behalf of Plaintiffs, the Class, Aggrieved Employees, and the State of California.<sup>68</sup> The Task and Time Chart is thorough and comprehensive, and was prepared so that the Court can peruse it without having to set forth each and every task in the body of this Motion. The Court is respectfully referred to the chart, which set forth the history of the work performed by Class Counsel, commencing with the pre-filing analysis and research, and

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<sup>66</sup> Aiwazian Decl., ¶¶ 6-8.

<sup>67</sup> *Id.*, ¶¶ 6-8.

<sup>68</sup> *Id.*, Exh. A.

continuing up to settlement and final approval. Collectively, Class Counsel have spent 1,817.30 hours, with 1,595.20 hours spent by Lawyers for Justice, PC and 222.10 hours spent by Sherman & Sherman, APC, performing tasks and to obtain a significant recovery on behalf of Plaintiffs, the Class, Aggrieved Employees, and the State of California.<sup>69</sup> These hours were required to bring this matter to its successful conclusion. In light of the value of time expended and the carrying of costs involved in litigating the cases, the requested attorneys' fees are fair, adequate, and reasonable.

## **2. The Skill Required to Perform Legal Services Properly.**

The skill required to properly litigate the cases is evident not only in the results achieved, but in the steps necessary to reach the same. Defendants retained well-respected counsel to represent their defenses. More specifically, Defendants and their counsel felt very strongly about Defendants' ability to obtain a denial of certification and to prevail on the merits. Plaintiffs and Class Counsel believed that they would have obtained class certification and prevailed at trial.

Class Counsel undertook significant investigation, analysis, and research prior to filing the cases, during the litigation, and prior to mediation. Class Counsel took steps to prepare the matter for class certification and representative adjudication and had every intention of taking the cases to trial on a class-wide basis if Defendants did not offer an appropriate class-wide settlement. Despite all of the obstacles that had to be overcome, as demonstrated in the Declarations of Edwin Aiwazian and Andre Sherman, Class Counsel used their extensive experience in the handling of class actions and complex wage-and-hour litigation matters in order to obtain the Settlement with maximum efficiency.<sup>70</sup>

## **3. The Value of the Settlement for the Class Members.**

The Settlement represents an excellent resolution of the action, given the risks inherent in litigating the cases through certification proceedings, trial, and/or appeals. Had the cases not settled, Defendants would have vigorously challenged certifiability, manageability of representative adjudication, and liability. Defendants, however, faced risks if the Court certified

<sup>69</sup> Aiwazian Decl., ¶ 11; Sherman Decl., ¶ 27.

<sup>70</sup> Aiwazian Decl., ¶ 16-19; Sherman Decl., ¶ 3.

a class and allowed a jury to decide the claims. Additionally, preparing the cases for trial would have been expensive for the parties.

The Settlement at this stage is preferred over continued litigation because such resolutions save time and money that would otherwise go to litigation. The risks and expenses of further litigation outweighed any benefit that might have been gained otherwise. The Settlement provides an immediate recovery, as opposed to an uncertain result in the future after prolonged litigation involving expert discovery, trial preparation, class certification proceedings, and appellate review of those proceedings. The Settlement offers present relief and/or recovery to Settlement Class Members, State of California, and Aggrieved Employees while avoiding the further expense, risk, and delay in obtaining possible recovery at an unknown time in the future.

As a result of this litigation and extensive settlement negotiations, Defendants agreed to pay a Gross Settlement Amount of \$1,850,000.00 to settle the matter. After deducting the attorneys' fees (\$616,666.67), litigation costs and expenses (\$85,620.81), Incentive Awards (combined, \$40,000.00), Settlement Administration Costs (\$8,000.00), and PAGA Allocation (\$280,000.00) from the Gross Settlement Amount, it is currently estimated that the Net Settlement Amount is approximately \$819,712.52.<sup>71</sup> The Net Settlement Amount will be fully distributed in accordance with the terms of the Settlement. The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$5,325.78 and the average Individual Settlement Share is currently estimated to be \$1,312.50.<sup>72</sup> The highest Individual PAGA Payment is currently estimated to be at least \$226.84 and the average Individual PAGA Payment is currently estimated to be at least \$148.31.<sup>73</sup> The Settlement offers significant monetary relief to the Settlement Class Members, State of California, and Aggrieved Employees.

#### **4. Whether the Fee Is Fixed or Contingent.**

Plaintiffs entered into contingency fee agreements with Class Counsel, and the representation of the Class provided by Class Counsel has been wholly contingent. Class Counsel took on the cases without knowing whether any recovery would be obtained. Class Counsel have

<sup>71</sup> Phoenix Decl., ¶ 12; see n.6, *supra*.

<sup>72</sup> Phoenix Decl., ¶ 13; see n.32, *supra*.

<sup>73</sup> Phoenix Decl., ¶ 14.

collectively invested 1,817.30 hours of time to obtain relief on behalf of Plaintiffs, the Class, Aggrieved Employees, and the State of California.<sup>74</sup> Class Counsel have also incurred litigation costs and expenses in the amount of \$85,620.81.<sup>75</sup>

Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.<sup>76</sup> Class Counsel are well-experienced in wage-and-hour class action and complex litigation and used that experience to obtain a great result.<sup>77</sup> The skill and determination that Class Counsel have shown, along with the results obtained, justify the requested Attorneys' Fees and Costs. Considering the amounts requested, the work performed, and the risks incurred, the requested fees and costs are reasonable and should be awarded.

In determining the reasonableness of a fee award in a class action settlement, whether or not representation is provided on a contingency basis is an important factor:

A contingent fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee compensates the lawyer not only for the legal services he renders but for the loan of those services. A lawyer who both bears the risk of not being paid and provides legal services is not receiving the fair market value of his work if he is paid only for the second of these functions. If he is paid no more, competent counsel will be reluctant to accept fee award cases.

*Cates v. Chiang* (2013) 213 Cal.App.4th 791, 823 (internal quotes and citations omitted). Class Counsel litigated the cases on a contingent basis with all of the concomitant risk factors inherent in such an uncertain undertaking. Had Class Counsel not been successful, the time that Class Counsel have devoted to litigating the cases would have been for naught, and would not have produced any fee or any reimbursement of costs or expenses.

##### **5. The Amount Involved and the Results Achieved.**

The results achieved, in light of the difficulties inherent in similar cases and the specific difficulties faced in this matter, are considerable. The Settlement has yielded a positive response from the Class Members—no Class Members objected to or opted out of the Settlement.<sup>78</sup>

The court in *Camden* noted that, “a key element of the common fund case is that fees are

<sup>74</sup> Aiwasian Decl., ¶ 11, Exh. A.

<sup>75</sup> See Part VII, *infra*.

<sup>76</sup> Aiwasian Decl., ¶ 20.

<sup>77</sup> See *id.*, ¶¶ 16-19; Sherman Decl., ¶ 3.

<sup>78</sup> Phoenix Decl., ¶¶ 9 & 10.

[...] taken from the fund [...] and a common fund is itself the measure of success ... [and] represents the benchmark on which a reasonable fee will be awarded.” *Camden*, 946 F. 2d 768, fn. 28 (citing *Court Awarded Attorney Fees, Report of the Third Circuit Task Force* (October 8, 1985) 108 F.R.D. 237 and Newberg, *Attorney Fee Awards* § 2.07 (1986)).

Here, the results achieved and obtained on behalf of Plaintiffs and the Class are reasonable in light of the risks inherent in further litigating this matter. Class Counsel’s efforts have resulted in a settlement that provides for a Gross Settlement Amount of \$1,850,000.00.<sup>79</sup> The Gross Settlement Amount will be fully paid out, in accordance with the terms of the Settlement Agreement. The highest Individual Settlement Share to a Settlement Class Member is currently estimated to be \$5,325.78 and the average Individual Settlement Share is currently estimated to be \$1,312.50.<sup>80</sup> The highest Individual PAGA Payment is currently estimated to be at least \$226.84 and the average Individual PAGA Payment is currently estimated to be at least \$148.31.<sup>81</sup>

#### 6. *The Reputation and Ability of the Attorneys.*

Both Lawyers for Justice, PC and Sherman & Sherman, APC are recognized class action law firms that employed their attorneys’ knowledge, skills, and experience in bringing this case to a successful conclusion. Class Counsel have years of complex and class action litigation experience, have recovered millions of dollars on behalf of thousands of individuals in California, and have successfully handled numerous significant wage-and-hour class action and complex cases.<sup>82</sup>

#### D. The Lodestar Methodology Also Justifies Approval of the Requested Fees, Because Class Counsel Have Performed Work That Is of Significant Value Based On Reasonable Hours and Prevailing Hourly Rates of Compensation.

While the percentage-of-the-benefit approach is endorsed as the better approximation of the workings of the marketplace than the lodestar approach, courts may also use the lodestar method to “cross-check” the results of the other. See *Laffitte, supra*, 1 Cal.5th at 505 (explaining that “[a] lodestar cross-check is simply a quantitative method for bringing a measure of the time

<sup>79</sup> Aiwasian Decl., ¶¶ 5-9.

<sup>80</sup> Phoenix Decl., ¶ 13; see n.32, *supra*.

<sup>81</sup> Phoenix Decl., ¶ 14.

<sup>82</sup> Aiwasian Decl., ¶¶ 16-19; Sherman Decl., ¶ 3.

1 spent by counsel into the trial court’s reasonableness determination”); see also, e.g., *Vizcaino*, 290  
2 F.3d at 1050 (“[W]hile the primary basis of the fee award remains the percentage method, the  
3 lodestar may provide a useful perspective on the reasonableness of a given percentage award.”).  
4 Importantly, “the lodestar calculation . . . does not override the trial court’s primary determination  
5 of the fee as a percentage” of the settlement amount and “does not impose an absolute maximum  
6 or minimum on the potential fee award.” *Laffitte, supra*, 1 Cal.5th at 505.

7 The lodestar is calculated based on reasonable hours at reasonable prevailing hourly rates  
8 for the attorneys. *Ketchum, supra*, 24 Cal.4th at 1131-32. Under California law, counsel is entitled  
9 to compensation for every hour reasonably spent on the matter. *Id.* at 1133.

10 **1. The Number of Hours Spent on the Litigation was Reasonable.**

11 The reasonableness of hours is assessed by “the entire course of the litigation, including  
12 pretrial matters, settlement negotiations, discovery, litigation tactics, and the trial itself[.]” *Vo v.*  
13 *Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.

14 As discussed above, the cases were highly contested and required a significant amount of  
15 time and labor. Defendants made it clear very early on that they disputed all of the allegations of  
16 the cases and disputed that the matter was appropriate for class or representative treatment.  
17 Defendants raised affirmative defenses and denied liability, and the pursuit of this matter involved  
18 gathering and analyzing data not only from Plaintiffs and Defendants, but also from other Class  
19 Members, Aggrieved Employees, and percipient witnesses. The handling of the cases involved a  
20 great amount of effort, and also required and involved the exercise of a high level of skill, which  
21 Class Counsel have as a result of their extensive experience in employment class actions and  
22 complex wage-and-hour litigation. Long and difficult battles would have followed as the cases  
23 moved toward certification and trial, including taking and defending additional depositions of  
24 Defendants’ Person Most Knowledgeable designees, percipient witnesses, and experts,  
25 propounding additional discovery requests and conducting additional document production, and  
26 engaging in additional, extensive motion practice. As Class Counsel geared up for these battles,  
27 Class Counsel undertook intense preparation in an attempt to resolve the entire matter through  
28 mediation.

Class Counsel had to bring together a large volume of data and documents that were obtained from Plaintiffs, Defendants, Class Members, Aggrieved Employees, and through other sources. Class Counsel conducted extensive review and analysis of these documents and data to strategize the cases and to prepare for and attend mediation and engage in settlement discussions.

As discussed above in Part VI.C.1, *infra*, attached to the Declaration of Edwin Aiwasian is a task and time chart that set forth in detail the numerous tasks that Class Counsel performed on behalf of Plaintiffs and the Class, and the time required for completing those tasks.<sup>83</sup> The chart demonstrates that Lawyers for Justice, PC and Sherman & Sherman, APC have spent a total of 1,817.30 hours litigating the cases and finalizing the Settlement.<sup>84</sup> In light of the facts and circumstances of the cases, as well as the results that Class Counsel have achieved in the cases, Class Counsel have spent a reasonable number of hours on this matter. In addition, Class Counsel will continue to perform work on this matter through the date of final approval and in connection with the implementation of the Settlement.

**2. The Fees Requested Represent a Reasonable Hourly Rate of Compensation in Light of Class Counsel's Efforts and Experience.**

Both California and federal courts recognize that attorneys should be compensated for providing representation on a contingency basis and for taking on the risks associated with said representation, as well as being provided with financial incentives to enforce important rights and protections like those at issue in this action. See *Ketchum, supra*, 24 Cal.4th at 1132-33. In awarding attorneys' fees, the aim is to mirror "the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." See *id.*

Class Counsel have been actively involved in this case, prior to its commencement and all the way up to the present, and Class Counsel's dedication to providing representation in this matter has precluded other employment. Here, Class Counsel bore the risk that, despite all of their efforts and skills employed, there may be no recovery. Ultimately, Class Counsel was successful in

<sup>83</sup> See Aiwasian Decl., Exh. A.

<sup>84</sup> Aiwasian Decl., ¶ 12.

reaching a settlement of \$1,850,000.00.

As set forth in the Declarations of Edwin Aiwarzian and V. Andre Sherman, the professional backgrounds and experience of Lawyers for Justice, PC support a reasonable hourly rate of compensation of at least \$650 per hour for services provided by Lawyers for Justice, PC and \$650 per hour for services performed by Sherman & Sherman, APC.<sup>85</sup> Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$650 for legal service performed, by courts of this state.<sup>86</sup> While the circumstances of every case is unique, the fact remains that the work performed and efforts undertaken by Class Counsel in the cases justify the requested attorneys' fees.

Applying the rate of \$650 per hour to 1,817.30 hours would place a reasonable value of \$1,181,245.00 based on lodestar, for the work performed by Class Counsel. However, the Court is requested to award attorneys' fees in the amount of \$616,666.67, which is one-third (33.33%) of the total recovery.

It also bears noting that a court may apply a multiplier in consideration for risk, efficiency, and/or obtaining a substantial result, to enhance the lodestar for purpose of cross-check. See *Ketchum*, 24 Cal.4th at 1133-34 (holding that a risk multiplier may be applied to compensate contingency fee attorneys at a fair market rate). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; accord *Ketchum*, *supra*, 24 Cal.4th 1122, 1132-34. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal.4th at 1132. Courts have also approved fee awards with multipliers of 2 and even higher. See, e.g., *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78 (affirming a 2.34 multiplier without remand); *Wershba*, *supra*, 91 Cal.App.4th at 255 ("Multipliers can range from 2 to 4 or even higher."); *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 512 (applying a

<sup>85</sup> Aiwarzian Decl., ¶ 12; Sherman Decl., ¶ 27.

<sup>86</sup> Aiwarzian Decl., ¶ 12.

2.52 multiplier on a lodestar cross-check); *Chavez, supra*, 162 Cal.App.4th at 66 (applying a 2.5 multiplier in a consumer class action).

The lodestar method as a cross-check to the percentage figure sought strongly supports the reasonableness of the requested attorneys' fees. Accordingly, Plaintiffs respectfully request that the Court grant final approval of, and award, attorneys' fees in the amount of \$616,666.67 as follows: \$493,333.33 to Lawyers for Justice, PC, \$61,666.67 to Sherman & Sherman, APC, and \$61,666.67 to Girardi & Keese.

**3. The Risks Involved, Skill Required, Complexity of the Matter, and Results Obtained Warrant Upward Enhancement of the Lodestar**

Even when courts have opted to award fees in settlement fund cases based on time reasonably expended on the action, courts have generally awarded these fees based on the actual time expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted in this case.

Courts frequently apply multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and the other relevant facts. *Vizcaino*, 290 F.3d at 1051; *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is for contingency risk."). Such an enhancement "mirrors the established practice in the private legal market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; *accord Ketchum*, 24 Cal.4th at 1132-33. A risk multiplier also serves to bring the financial incentives for enforcing important rights "into line with incentives [attorneys] have to undertake claims for which they are paid on a fee-for-services basis." *Ketchum*, 24 Cal. 4th at 1132.

In determining whether or not to enhance the lodestar, California courts take into account multiple factors, many of which were specifically addressed above in §§ VI.B-C, *infra*. See, *Cates* at 822-823. Multiple factors warrant enhancement in this case, including the following:

- The time and labor required
- The skill requisite to perform the legal services properly
- The preclusion of other employment by the attorney due to the acceptance of the case

- The contingent nature of the fee
- The amount involved and results obtained
- The experience, reputation, and ability of the attorney
- Awards in similar cases

*Ketchum* at 1134.

Adjustment of the base lodestar figure to compute an award of attorneys' fees for a claim under the California Labor Code is appropriate. See *Id.*, at 1135-1136; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48-49. "The lodestar is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. The court may then enhance the lodestar with a multiplier, if appropriate." *Wershba, supra*, 91 Cal.App.4th at 254. In the first stage of the lodestar adjustment method, the trial court determines the reasonable hourly rate of compensation for counsel, which it then multiplies by the number of hours the court finds were reasonably spent preparing the case, to obtain the lodestar figure. *Ketchum, supra*, 24 Cal.4th at 1131-1132. The lodestar figure is the "basic fee for comparable legal services in the community" based upon the "hourly amount to which attorneys of like skill in the area would typically be entitled." *Id.*, at 1132-1133 (quotation marks and citation omitted).

As discussed above, this was a highly-contested matter which required an extensive amount of time and labor. Defendants raised defenses and denied liability, and the cases involved gathering and analyzing documents and data not only from Plaintiffs and Defendants but also from other Class Members and Aggrieved Employees, and other sources. The handling of this matter involved a great amount of effort, and required the exercise of high-level of skill, which Class Counsel have as a result of extensive experience in employment class actions and wage-and-hour litigation. Class Counsel have been actively involved in the prosecution of this matter, prior to its commencement and Class Counsel's work has continued all the way up to the present. Class Counsel's dedication to the representation of the interests of Class Members, the State of California, and Aggrieved Employees has precluded other employment.

Most importantly, all services were performed by Class Counsel on a contingent basis. Both California and federal courts recognize that attorneys should be compensated for taking on

such contingent risks and provided with financial incentives to enforce important rights and protections like those at issue in the matter at hand. See, e.g., *Vizcaino*, 290 F.3d at 1051; *Ketchum*, 24 Cal. 4th at 1132-33. Here, Class Counsel bore the risk that, despite all of their efforts and the skill employed, there may be no recovery. Therefore, at a minimum, Class Counsel are entitled to a risk multiplier. The results obtained by way of Class Counsel's efforts are significant here. Class Counsel were successful in achieving substantial results in the form of a settlement of \$1,850,000.00. Also, Class Counsel's efforts throughout the cases demonstrate dedication to the interests of the Class Members, State of California, and Aggrieved Employees.

Class Counsel's application for attorneys' fees in light of the facts and circumstances surrounding the matter is well within the range of reasonableness. While handling this matter, Class Counsel devoted the hours in legal time summarized above and detailed in the task and time chart, which is attached as an exhibit to the Declaration of Edwin Aiwazian.<sup>87</sup> As the chart indicates, Class Counsel have collectively worked 1,817.30 hours in the pursuit of this matter. The attorney task and time chart presents the entire picture. Applying a reasonable rate of \$650 per hour to 1,595.20 hours of work performed by Lawyers for Justice, PC would place a base lodestar value of \$1,036,880.00 on Lawyers for Justice, PC's services.<sup>88</sup> Applying a reasonable rate of \$650 per hour to 222.10 hours of work performed by Sherman & Sherman, APC would place a base lodestar value of \$144,365.00 on Sherman & Sherman, APC's services.<sup>89</sup> Class Counsel seek an attorneys' fee award of \$616,666.67 (equal to 33.33% of the Gross Settlement Amount based on the Settlement Agreement).

Courts routinely enhance lodestar amounts based on multipliers that "range from 2 to 4 or even higher." *Wershba*, *supra*, 91 Cal.App.4th at 255 (emphasis added); *see also, e.g., Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at 1051 (approving multiplier of 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving multiplier of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006)

<sup>87</sup> Aiwazian Decl., Exh. A.

<sup>88</sup> Aiwazian Decl., ¶ 11; *see n.Error! Bookmark not defined., supra.*

<sup>89</sup> Sherman Decl., ¶ 27; *see n.Error! Bookmark not defined., supra.*

624 F.Supp.2d 1113, 1125 (awarding multiplier of 5.2 and referring to other cases with cross-check multipliers ranging from 4.5 to 19.6).

Therefore, the lodestar as a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the requested attorneys' fees award. Plaintiffs respectfully request that the Court grant final approval of, and award, attorneys' fees in the amount of **\$616,666.67** to Class Counsel.

**VII. COSTS TO BE REIMBURSED TO CLASS COUNSEL ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.**

The Settlement provides for reimbursement of litigation costs and expenses of up to \$150,000.00. As set forth in the Declaration of Edwin Aiwazian, Class Counsel has incurred a total of \$85,620.81 in litigation costs and expenses.<sup>90</sup> This amount was reasonable and necessary in the prosecution of the cases and to obtain the Settlement.<sup>91</sup> The cost savings of \$64,379.19 will be part of the Net Settlement Amount, which will be distributed to the Settlement Class Members in accordance with the Settlement.<sup>92</sup> Accordingly, Plaintiffs request that the Court award litigation costs and expenses in the amount of \$85,620.81 to Class Counsel.

**VIII. THE SETTLEMENT ADMINISTRATION COSTS ARE FAIR AND REASONABLE AND SHOULD BE APPROVED.**

As set forth in the accompanying Phoenix Declaration, the total costs incurred and to be incurred by Phoenix Class Action Administration Solutions for the notice and settlement administration process are \$8,000.00.<sup>93</sup> The costs incurred and to be incurred include, but are not limited to, expenses for preparing, printing, and mailing the Class Notice; responding to inquiries from Class Members; determining the validity of opt-outs; calculating the Net Settlement Amount and the Individual Settlement Shares; issuing the Individual Settlement Payment checks and distributing them to Settlement Class Members; calculating the Employee PAGA Amount and the Individual PAGA Payments; issuing the Individual PAGA Payment checks and distributing them to Aggrieved Employees; issuing the payment to Class Counsel for attorneys' fees and costs, the

<sup>90</sup> Aiwazian Decl., ¶ 19; Sherman Decl., ¶ 29.

<sup>91</sup> Ibid.

<sup>92</sup> Aiwazian Decl., ¶ 20

<sup>93</sup> Phoenix Decl., ¶ 15.

Incentive Awards to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities, among other things.<sup>94</sup>

Accordingly, the Court should grant final approval of payment to Phoenix, a necessary third-party for handling of the notice and settlement process, in the amount of \$8,000.00.

**IX. THE REQUESTED INCENTIVE AWARDS ARE FAIR AND REASONABLE, AND SHOULD BE APPROVED.**

The Settlement provides for an Incentive Awards in the amount of \$10,000.00 each to Plaintiffs Miguel Montoya, Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo to compensate Plaintiffs for the time and effort that they expended on behalf of the Class, Aggrieved Employees, and the State of California. The requested Incentive Awards are both common and reasonable and should be awarded.

In determining whether to make service payments, courts consider the following factors: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representatives; (3) the amount of time and efforts spent by the class representatives; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representatives as a result of the litigation. *Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294, 299 (approving \$50,000 participation award to a single class representative).

The requested Incentive Awards are fair and appropriate because Plaintiffs spent a substantial amount of time and effort producing relevant documents and past employment records, as well as providing the facts and evidence necessary to attempt to prove the allegations. For example, Plaintiffs Montoya and Lane provided responses and supplemental responses to written discovery requests that were propounded on each of them by Defendants, and prepared for and provided testimony at their deposition.<sup>95</sup> Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain, and gave, information that would benefit the Class.<sup>96</sup> Plaintiffs

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<sup>94</sup> Phoenix Decl., ¶ 2.

<sup>95</sup> Aiwazian Decl., ¶ 21; Declaration of Miguel Montoya (“Montoya Decl.”), ¶¶ 3-5; Declaration of Nicholas Lane (“Lane Decl.”), ¶¶ 3-5; Declaration of LeCostel Williams (“Williams Decl.”), ¶¶ 3-4; Declaration of Jose Rosendo Camarillo (“Camarillo Decl.”), ¶¶ 3-4.

<sup>96</sup> Aiwazian Decl., ¶ 21; Montoya Decl., ¶¶ 3-4; Lane Decl., ¶¶ 3-4; Williams Decl., ¶¶ 3-4; Camarillo Decl., ¶¶ 3-4.

1 spent numerous hours speaking with Class Counsel about their claims, describing their work  
2 experiences with Defendants, and gathering and reviewing documents.<sup>97</sup> These services merit the  
3 requested Incentive Awards to Plaintiffs, who have not received any compensation for their efforts  
4 in the cases to date.<sup>98</sup>

5 The requested Incentive Awards were fully disclosed in the Class Notice that was mailed  
6 to the Class Members and Aggrieved Employees. No objections were made with regards to the  
7 requested Incentive Awards. Accordingly, it is appropriate and just for Plaintiffs Miguel Montoya,  
8 Nicholas Lane, LeCostel Williams, and Jose Rosendo Camarillo to each receive \$10,000.00 as  
9 reasonable Incentive Awards, for their services on behalf of the Class, Aggrieved Employees, and  
10 the State of California, in addition to their Individual Settlement Payments and/or Individual  
11 PAGA Payments.

12 **X. CONCLUSION**

13 For the foregoing reasons, Plaintiffs respectfully request that the Court grant final approval  
14 of the Settlement, and award Total Attorneys' Fees and Costs, Incentive Awards, Settlement  
15 Administration Costs, and allocation for the PAGA Allocation, in their entirety, as sought herein;  
16 and permit the filing of a memorandum that exceeds the page limit.

17 Dated: October 17, 2022

**LAWYERS for JUSTICE, PC**

18  
19 By:



Edwin Aiwanian  
Attorney for Plaintiffs and the Class

28 <sup>97</sup> Aiwanian Decl., ¶ 21; Montoya Decl., ¶¶ 2-6; Lane Decl., ¶¶ 2-6; Williams Decl., ¶¶ 2-5; Camarillo Decl., ¶¶ 2-5.

<sup>98</sup> Montoya Decl., ¶ 9; Lane Decl., ¶ 9; Williams Decl., ¶ 8; Camarillo Decl., ¶ 8.