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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GIANA BENSON, an individual; and
MONICA FOWLER, an individual, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

F21 OPCO, LLC dba FOREVER 21, a
Delaware Corporation; and DOES 1-10,
inclusive,

Defendants.

GIANA BENSON, and on behalf of the general
public as private attorneys general,

Plaintiffs,

v.

F21 OPCO, LLC dba FOREVER 21, a
Delaware Corporation; and DOES 1-10,
inclusive,

Defendants.

Lead Case No.:
37-2021-00024619-CU-OE-CTL

Consolidated with:
Benson v. F21 OPCO, LLC, San Diego
County,
37-2021-00037256-CU-OE-CTL

Assigned for All Purposes To:
Judge: Eddie C. Sturgeon
Dept.: C-67

**MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR AWARD OF
ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
AWARDS**

Date: October 6, 2023
Time: 9:00 a.m.
Dept: C-67

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1 **I. INTRODUCTION**

2 In connection with the \$4,700,000.00 common fund settlement secured by Plaintiffs Giana
3 Benson and Monica Fowler (“Plaintiffs”) and Class Counsel, on behalf of the Class, Plaintiffs
4 respectfully request the Court grant Plaintiffs’ Motion for Award of Attorneys’ Fees and Costs
5 and Class Representative Service Awards by approving this application for an award of one-third
6 (33-1/3%) of the common fund or \$1,566,666.66 for attorneys’ fees and \$22,319.37 (up to
7 \$30,000.00 preliminarily approved and noticed to the Class) for reimbursement of actual
8 litigation costs incurred. Further, Plaintiffs respectfully request that this Court approve Class
9 Representative Service Awards in the amounts of \$10,000.00 each (totaling \$20,000.00), for the
10 considerable time, effort, and risk Plaintiffs undertook in obtaining this excellent result for the
11 Class and in consideration for the broad releases they are required to enter.

12 The requested fee falls well within the benchmark of 25% to 40% of a common fund and
13 is fair compensation for undertaking such complex, risky, and time-consuming litigation on a
14 contingent basis. In a similar wage and hour class action, *Laffitte v. Robert Half International,*
15 *Inc.*, 1 Cal. 5th 480 (August 11, 2016), the California Supreme Court affirmed an award of
16 attorneys’ fees equal to 1/3 of the common fund, which correlated to the lodestar with a 2.13
17 multiplier. Here, Class Counsel’s lodestar is currently \$444,728.87. The requested fee award only
18 requires a lodestar multiplier of 3.52. which is well within the range of multipliers approved by
19 California courts. See e.g., *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001)
20 (“Multipliers can range from 2 to 4 or even higher.”)

21 Since the attorneys’ fees requested are well within the range of reasonableness and the
22 results achieved for the Class Members are excellent, Plaintiffs, by and through Class Counsel,
23 respectfully request that the Court award the requested fees of \$1,566,666.67 and approve
24 payment of Class Counsel’s actual litigation expenses in the amount of \$22,319.37 in accordance
25 with the preliminarily approved Settlement Agreement. In addition, Plaintiffs respectfully request
26 the Court approve the requested Class Representative Service Awards of \$10,000.00 each to
27 Plaintiffs Giana Benson and Monica Fowler for their efforts in this case, and in exchange for a
28 general release.

1 **II. THE ATTORNEYS' FEES REQUESTED ARE FAIR AND REASONABLE**
2 **AND SHOULD BE APPROVED**

3 In defining a reasonable fee, the Court should mimic the marketplace for cases involving a
4 significant contingent risk such as this one. Given the unique reliance of our legal system on
5 private litigants to enforce substantive provisions of law in class actions, attorneys providing
6 these substantial benefits should be paid an award equal to the amount negotiated in private
7 bargaining that takes place in the legal marketplace. *Deposit Guaranty Nat. Bank, Jackson, Miss.*
8 *v. Roper*, 445 U.S. 326, 338, reh'g. denied, 446 U.S. 947 (1980). "When a fee is set by a court
9 rather than by contract, the object is to set it at a level that will approximate what the market
10 would set. . . . The judge, in other words, is trying to mimic the market in legal services." *Gaskill*
11 *v. Gordon*, 160 F.3d 361, 363 (7th Cir. 1998). The "percentage of the fund method more
12 accurately reflects the results achieved." *Laffitte*, 1 Cal. 5th at 439; see also *Lealao v. Beneficial*
13 *California, Inc.*, 82 Cal.App.4th 19, 50 (2000) ("...in cases where the class recovery can be
14 monetized with a reasonable degree of certainty... a trial court should adjust the basic lodestar
15 through the application of a positive or negative multiplier where necessary to ensure that the fees
16 awarded is within the range of freely negotiated in the legal marketplace in comparable
17 litigation.")

18 At the time this case was brought, the result was far from certain. Defendant's numerous
19 defenses to the case created difficulties with proof and complex legal issues for Class Counsel to
20 overcome. While Class Counsel believes Plaintiffs' claims are meritorious, Defendant has denied
21 liability, disputed damages, and raised factual and legal arguments which could render the Class
22 Members' claims worthless at either class certification or trial. Specifically, Defendant argued, *inter*
23 *alia*, many Class Members signed individual arbitration agreements with enforceable class action
24 waivers; Courts routinely significantly reduce civil penalties specified under PAGA; Plaintiffs'
25 PAGA claims are unmanageable; Courts are split on whether on-premises meal break claims are
26 certifiable; and the relevant case law on the legality of on-premises rest period policies has moved
27 toward the position that they are legal. (Declaration of James R. Hawkins In Support of Final
28

1 Approval (“Hawkins Final Decl.”) ¶¶ 25-29; see also Ex. 8, Declaration of Craig Ackermann
2 (“Ackermann Prelim. Decl.”), generally.)

3 The Settlement was possible only because Class Counsel was able to convince Defendant
4 that Plaintiffs could prevail on the legal issues regarding liability, obtain and maintain class
5 certification for the Class through trial, and overcome difficulties in proof as to monetary relief.
6 In successfully navigating these hurdles so as to convince Defendant to settle, Class Counsel
7 displayed skills consistent with those that might be expected of attorneys of comparable
8 experience. (Hawkins Final Decl. ¶ 43).

9 To represent the Class on a contingent fee basis, Class Counsel had to devote the
10 necessary time and resources to this contingent case. (Id. ¶¶ 44-51). In so doing, Class Counsel
11 gave up the hourly work that a firm can bank on for the risky contingent fee work in this case
12 which could have paid Class Counsel nothing. *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir.
13 2000).

14 **III. THE AGREEMENT FOR THE PAYMENT OF FEES AND EXPENSES IS** 15 **APPROPRIATE AND SHOULD BE ENFORCED**

16 The United States Supreme Court has ruled that the parties to a class action may properly
17 negotiate not only the settlement of the action itself, but also the payment of attorneys' fees. See
18 *Evans v. Jeff D.*, 475 U.S. 717, 734-35, 738, n.30 (1980); In *Hensley v. Eckerhart*, 461 U.S. 424,
19 437 (1983), the Supreme Court held that negotiated, agreed-upon attorneys' fee provisions are the
20 ideal towards which the parties should strive: “A request for attorney’s fees should not result in a
21 second major litigation. Ideally, of course, litigants will settle the amount of a fee.” *Id.*

22 The United States Supreme Court has reemphasized this policy and further stressed that
23 the trial court “has a responsibility to encourage agreement” on fees. *Blum v. Stenson*, 465 U.S.
24 886, 902 n.19 (1984). Here, as part of the Settlement, Defendant agreed not to oppose an award of
25 one-third (1/3) of the Gross Settlement Amount for attorneys' fees. Such a fee is commensurate
26 with what the market would provide for similar services and the Court therefore can most
27 certainly enforce the agreement. As the United States Supreme Court has instructed:
28

1 Given the unique reliance of our legal system on private litigants to enforce
2 substantive provisions of law through class and derivative actions, attorneys
3 providing the essential enforcement services must be provided incentives roughly
4 comparable to those negotiated in the private bargaining that takes place in the
5 legal marketplace, as it will otherwise be economic for Defendant to increase
6 injurious behavior.

7 *Deposit Guaranty Nat. Bank, supra*, 445 U.S. at 338.

8 Here, the Settlement is the result of non-collusive, informed, and arm's-length
9 negotiations between experienced counsel for the Class and Defendant with the assistance of
10 Michael Dickstein, an experienced wage and hour mediator, over a full day of mediation,
11 followed by subsequent negotiations, culminating in the Parties accepting a mediator's proposal.
12 (Ex. 8, Ackermann Prelim. Decl. ¶ 10). Such bargaining is obviously the best measure of the
13 market for fees. The requested fee and cost award was negotiated during adversarial bargaining
14 by counsel for each of the parties, after the substantive terms of the Settlement had been
15 negotiated. The requested fee and cost award was a product of arms-length negotiations and fairly
16 reflects the marketplace value of the services rendered by Class Counsel in this case. As a result,
17 the fee agreed to by the parties should be approved.

18 **IV. CLASS COUNSEL'S FEE AWARD IS PROPERLY CALCULATED AS A**
19 **PERCENTAGE OF THE TOTAL VALUE CREATED FOR THE BENEFIT OF**
20 **THE CLASS**

21 Class Counsel seeks an attorney fee award for their successful prosecution and resolution
22 of this action, calculated as one-third (1/3) of the cash value of the common fund created by the
23 Settlement. In cases such as this one, the Courts have long recognized that an appropriate method
24 for determining the award of attorneys' fees is based on a percentage of the total value of benefits
25 afforded to class members by the settlement. *Laffitte*, 1 Cal. 5th at 494 ("the percentage method
26 has been generally approved in common fund cases"); *Boeing Co. v. Van Gemert*, 444 U.S. 472,
27 478 (1980); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 272 (9th Cir. 1989); *Vincent*
28 *v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977). The awarding of a fee based on a
percentage of the common fund recovered is to "spread litigation costs proportionately among all
the beneficiaries so that the active beneficiary does not bear the entire burden alone." *Vincent*,

1 *supra*, 557 F.2d at 769. The Gross Settlement Amount is \$4,700,000.00. Accordingly, Class
2 Counsel requests \$1,566,666.66 in attorneys’ fees as it is properly calculated as a percentage (33-
3 1/3%) of the common fund created for the benefit of the Class.

4 **A. In a Common Fund Case, the Supreme Court Approves an Award Based Upon**
5 **the Percentage of the Fund**

6 California courts have been expressly authorized to award attorneys’ fees so as “to ensure
7 that the fee awarded is within the range of fees freely negotiated in the legal marketplace in
8 comparable litigation.” *Lealao v. Beneficial Cal., Inc.*, *supra*, 82 Cal.App.4th at 50. As *Lealao*
9 explained, in a representative action, courts must consider the amount of attorney fees typically
10 negotiated in comparable litigation:

11 Given the unique reliance of our legal system on private litigants to enforce
12 substantive provisions of law through class and derivative actions, attorneys
13 providing the essential enforcement services must be provided incentives roughly
14 comparable to those negotiated in the private bargaining that takes place in the legal
15 marketplace, as it will otherwise be economic for Defendant to increase injurious
16 behavior. It has therefore been urged (most persistently by Judge Richard Posner)
17 that in defining a “reasonable fee” in such representative actions the law should
18 “mimic the market.”

16 *Id.* at 47.

17 In this case, the fees are being paid from the common fund. Accordingly, the fee should be
18 awarded to mimic fees freely negotiated in the legal marketplace for comparable common fund
19 cases under *Lealao*. As *Lealao* acknowledged, in cases like this one, the percentage-of-the-benefit
20 approach should be considered because “it better approximates the workings of the marketplace
21 than the lodestar approach.” *Id.*, 82 Cal.App.4th at 49; see also *Apple Computer, Inc. v. Superior*
22 *Court*, 126 Cal.App.4th 1253, 1270 (2005) (observing that “attorney fees awarded under the
23 common fund doctrine are based on a ‘percentage-of-the-benefit’ analysis”).

24 In *Laffitte*, the California Supreme Court confirmed that the percentage of the fund
25 method is properly used in a common fund case:

26 We join the overwhelming majority of federal and state courts in holding that
27 when class action litigation establishes a monetary fund for the benefit of the class
28 members, and the trial court in its equitable powers awards class counsel a fee out
of that fund, the court may determine the amount of a reasonable fee by choosing

1 an appropriate percentage of the fund created. The recognized advantages of the
2 percentage method – including relative ease of calculation, alignment of incentives
3 between counsel and the class, a better approximation of market conditions in a
4 contingency case, and the encouragement it provides counsel to seek an early
5 settlement and avoid unnecessarily prolonging the litigation (*Lealao*, *supra*, 82
Cal.App.4th at pp. 48–49; *Rawlings v. Prudential-Bache Properties, Inc.*, *supra*, 9
F.3d at p. 516)—convince us the percentage method is a valuable tool that should
not be denied our trial courts.

6 *Laffitte*, 1 Cal. 5th at 503. The Supreme Court in *Laffitte* went on to approve the trial court’s
7 reliance on a percentage method for the calculation of the fee award, and ultimately affirmed the
8 fee award that was one-third (1/3) of the common fund. *Id.*, at 504.

9 The Court in *Laffitte* indicated that the trial courts may utilize a “lodestar cross-check” to
10 double check the reasonableness of the percentage fee award. *Id.* In *Laffitte*, the Supreme Court
11 affirmed the propriety of a lodestar cross-check where the multiplier exceeded 2. Indeed, the
12 Court explicitly held that the lodestar is a cross check that should not override the primary use of
13 the percentage method:

14 [W]e emphasize the lodestar calculation, when used in this manner, does not override the
15 trial court's primary determination of the fee as a percentage of the common fund and thus
16 does not impose an absolute maximum or minimum on the potential fee award. A lodestar
cross-check is simply a quantitative method for bringing a measure of the time spent by
counsel into the trial court's reasonableness determination; as such, it is not likely to
radically alter the incentives created by a court's use of the percentage method.

17 *Id.* at 505.

18 Because the Gross Settlement Amount is a pure common fund, and the percentage of the
19 fund is the comparable marketplace for fee awards in common fund cases, *Laffitte* and *Lealao*
20 support an award based upon the percentage of the common fund. Here, as noted above, one-third
21 is within the reasonable range of comparable awards for common fund cases, which establishes
22 the requested award as reasonable. Moreover, as discussed below, the use of the lodestar cross-
23 check in this case further supports the reasonableness of the percentage fee award as it falls well
24 below the range approved in *Laffitte*.

25 **B. The Percentage Fee Award is Supported by a Lodestar Cross-Check**

26 A summary of the rates and hours of Plaintiff’s counsel are provided in the Declarations of
27 Class Counsel (see, Hawkins Final Decl., ¶¶ 45-51, Ackermann Decl., ¶¶ 14-17, Melmed Decl.,
28 ¶¶ 26-29.) The reasonableness of the requested attorneys’ fee of \$1,566,666.66 is established by

reference to Class Counsel’s lodestar cross-check in this matter. The lodestar is \$444,752.87, and therefore the requested fee would represent a multiplier of approximately 3.52 on that billed time. (Hawkins Decl. ¶ 53.) This is well below the lodestar multipliers approved in other cases. See e.g., *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255 (2001) (“Multipliers can range from 2 to 4 or even higher.”); *Pellegrino v. Robert Half Internat., Inc.* (2010) 182 Cal.App.4th 278, at 293; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051 and fn. 6 (approving 3.65 multiplier and collecting cases “finding a range of 0.6-19.6, with most (20 of 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range”); *Rievman v. Burlington Northern Railroad Co.*, 118 F.R.D. 29, 35 (S.D.N.Y. 1987) (“In recent years, multipliers between 3 and 4.5 have been common”); *Amaral v. Cintas Corporation No. 2*, 163 Cal. App.4th 1157, 1174 (2008) (approving lodestar with a 1.65 multiplier in a fee-shifting case); *Behrens v. Wometco Enterprises, Inc.*, 118 F.R.D. 534, 549 (S.D.Fla. 1988) (court applied multiplier of 3, noting that this was “average” for a large complicated class action where multipliers ranged from 2.26 to 4.5); see also 4 Newberg on Class Actions § 14.7 (stating that courts typically approve 25% to 33.34% percentage awards with lodestar cross-checks of 1.9 to 5.1).

In a common fund settlement “[t]he lodestar method is merely a cross-check on the reasonableness of a percentage figure”. *Vizcaino, supra*, 290 F.3d at 1050, n.5. A multiplier of 3.52 resulting from the lodestar cross-check in the present case strongly supports the reasonableness of the requested fee award.

C. Class Counsel’s Hourly Rates Are Reasonable

Reasonable hourly rates are determined by “prevailing market rates in the relevant community.” *Blum*, 465 U.S. at 895. Typically, the forum where the district court sits is recognized as the “relevant community.” *Shirrod v. Dir., OWCP*, 809 F.3d 1082, 1087 (9th Cir. 2015) (citing *Christensen v. Stevedoring Servs. of Am.*, 557 F.3d 1049, 1053 (9th Cir. 2009)). Thus, Plaintiffs’ Counsel are entitled to the hourly rates charged by attorneys of comparable experience, reputation, and ability for similar litigation. *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984); *Ketchum v. Moses*, 24 Cal. 4th 1122, 1133 (2001). See also *Serrano v. Unruh*, 32 Cal. 3d 621, 640 n.31 (1982) (“The formula by which ‘reasonable market value’ is reached is variously

1 phrased” as “comparable salaries earned by private attorneys with similar experience and
2 expertise in equivalent litigation,” and the “hourly amount to which attorneys of like skill in the
3 area would typically be entitled.”) (citations omitted). The reasonableness of Class Counsel’s
4 rates is confirmed by comparing such rates with the rates of comparable counsel practicing
5 complex and class litigation. *See LG Corp. v. Huang Xiaowen*, 2017 U.S. Dist. LEXIS 143409
6 (S.D. Cal. 2017) (finding a rate of \$850 to \$890 an hour for lead counsel reasonable); *see also*
7 *San Diego Comic Convention v. Dan Farr Prods.*, 2018 U.S. Dist. LEXIS 110391 (S.D. Cal.
8 2018) (finding rates of \$795 and \$785 an hour reasonable).

9 Class Counsel’s 2023 rates are reasonable and consistent with attorneys of comparable
10 experience and qualifications in their areas of practice. As demonstrated by their hundreds of
11 successful wage and hour employment law actions, including in this particular area of law, James
12 Hawkins, APLC, Ackermann & Tilajef P.C., and Melmed Law Group P.C. are experienced and
13 highly-skilled law firms with expertise in representing employees in California wage and hour
14 class actions. (Hawkins Final Decl., ¶¶ 42-54; Ackermann Decl., ¶¶ 6-20; Melmed Decl., ¶¶ 8-12,
15 Ex. A.) Their ability to secure a favorable Settlement for the class in this case despite the many
16 challenges Plaintiffs faced is a further testament to their expertise.

17 **D. The Percentage Award is Supported by the Results Achieved, the Risks of**
18 **Litigation, the Skill Required and the Quality of Work, The Contingent Nature of**
19 **the Fee and the Financial Burden, and Awards in Similar Cases**

20 What has now emerged in most fee award decisions is a recognition that fee
21 determinations in both common fund and statutory fee situations are incapable of mathematical
22 precision because of the intangible factors that must be resolved in the court’s discretion based on
23 the circumstances of each particular case. *See*, A. Conte, *Attorney Fee Awards*, 2nd Ed., 207, at
24 44. In determining an appropriate fee in a common fund case, a court must decide, based on the
25 unique posture of each case, what percentage of the common fund would most reasonably
26 compensate Class Counsel given the nature of the litigation and the performance of counsel. *Paul,*
27 *Johnson, Alston & Hunt, supra*, 886 F.2d at 272 (the benchmark percentage fee may be adjusted
28

1 to account for the circumstances involved in this case.) Courts apply a five-part test in reviewing
2 a reasonable percentage fee in common fund cases:

3 (1) the results achieved; (2) the risk of litigation; (3) the skill required and the
4 quality of work; (4) the contingent nature of the fee and the financial burden
carried by the Plaintiff; and (5) awards made in similar cases.

5 *In re Omnivision Technologies, Inc.*, 2007 WL 4293467 at *9 (N.D. Cal. 2007).

6 Here, each of these five factors strongly support an award of the percentage fee (33-1/3%)
7 requested in this case.

8 **i. The Results Achieved Are Excellent**

9 “The overall result and benefit to the class from the litigation is the most critical factor in
10 granting a fee award.” *Omnivision*, 2007 WL 4293467 at *9; See also *In re Heritage Bond Litig.*,
11 2005 U.S. Dist. LEXIS 13627, at *27-28 (C.D. Cal. June 10, 2005). Class Counsel obtained a very
12 favorable result in this case for the Class Members. The Settlement provides monetary benefits to
13 the Class Members that are comparable to or even exceed those recovered in similar wage and hour
14 class actions because the participating Class Members will all receive a meaningful payment of
15 their damages. The Settlement is particularly advantageous to the Class Member because the
16 proceeds will be distributed shortly as opposed to waiting additional years for a similar, or possibly,
17 less favorable result.

18 There is little question that the result achieved in this litigation is favorable. Plaintiff and
19 Class Counsel secured a common fund of \$4,700,000.000 on behalf of the Class. As a result, 9,650
20 Participating Class Members will receive a pro-rata share of the Net Settlement Fund of
21 approximately \$2,725,500.01 (after PAGA deductions). (Forst Decl. ¶ 13). The average estimated
22 payment amongst all Class Members is \$283.34 and the highest is \$1,355.07. (Forst Decl. ¶ 14).
23 The amount obtained per participating Class Member on a gross basis, \$487 per participating Class
24 Members (\$4,700,000 / 9,650 participating Class Members) compares favorably to other class
25 action settlements where the primary claim resolved was a challenge to employers’ on-premises
26 rest period policy, including the following cases:

- 27 • *El Pollo Loco Wage and Hour Cases*, Case No. JCCP 4957 (Orange County
28

1 Superior Court)¹ – \$16 million class action settlement for 31,667 Class Members
2 (between the two consolidated classes in the global settlement) where the average
3 gross settlement payment per class member was \$505; and
4 • *Liggins v. ESA Management, LLC*, Case No. 30-2018-01005614-CU-OE-CXC
5 (Orange County Superior Court) - \$4.45 million settlement for 5,473 Class
6 Members where the average gross settlement payment per class member was \$813².
7 Notably, several defendants have also prevailed entirely in on-premises meal and rest break cases.
8 See, *Ritenour v. Carrington Mortg. Servs., LLC*, No. SACV1602011CJCDFMX, 2018 WL
9 5858658, at *7 (C.D. Cal. Sept. 12, 2018) (“The California Supreme Court never stated that an
10 employer cannot require an employee to remain on the premises during a rest period”); *Hubbs v.*
11 *Big Lots Stores, Inc.*, No. LACV1501601JAKASX, 2018 WL 5264141, at *4-5 (C.D. Cal. Mar.
12 16, 2018) (“Augustus nevertheless recognized that an employer may require an employee to remain
13 “on premises” during such rest periods. . . For these reasons, requiring that an employee remain on
14 premises during a ten-minute rest period does not create a claim under PAGA.”); and *Bell v. Home*
15 *Depot U.S.A., Inc.*, No. 212CV02499JAMCKD, 2017 WL 1353779, at *1-2 (E.D. Cal. Apr. 11,
16 2017) (“a policy requiring employees to remain on the premises during their rest breaks does not
17 violate the applicable California wage order and statute.”).

18 ii. The Risks of Litigation and of Losing Were Significant

19 “The risk that further litigation might result in Plaintiff not recovering at all, particularly a
20 case involving complicated legal issues, is a significant factor in the award of fees” *Omnivision*,
21 2007 WL 4293467 at *9.

22
23
24 ¹ Information about the *El Pollo Loco* on premises rest break class action settlement case be found here:
25 <http://elpollolocosettlement.com/frequently-asked-questions.aspx>. The attorneys’ fees in *El Pollo Loco* were approved
26 at 1/3 of the \$16 million common fund obtained. Id. The class settlement in *El Pollo Loco* followed the Superior
27 Court’s decision to certify the on-premises rest break claim as a class action. See Order Granting Plaintiff’s motion for
28 class certification, dated July 20, 2018, from Orange County Complex, the Honorable Judge William Cluster which
can be found here: https://view.flipdocs.com/?ID=10004307_589718&P=0#0 (“Given the relatively straightforward
nature of plaintiffs theory, it is difficult to imagine what type of investigation or discovery would render Defendant’s
undisputed [on premises rest] policy unsuitable for class treatment”).

² The Orange County Complex Superior Court’s Order from the Hon. James Di Cesare granting final approval was
entered on January 3, 2022, and *inter alia* approved fees at \$1,483,333.33, amounting to 1/3 of the gross settlement
amount obtained for the class in that case.

As detailed above, at the time this case was brought, the result was far from certain. Defendant's numerous defenses to the case created difficulties with proof and complex legal issues for Class Counsel to overcome. Broadly, Defendant's defenses included, *inter alia*, (1) that many Class Members signed individual arbitration agreements with enforceable class action waivers³; (2) that this could Court significantly reduce the civil penalties specified under PAGA⁴; (3) that Plaintiffs' PAGA claim is unmanageable⁵; (4) that a Court could rule that Defendant's on-premises rest period policy is lawful⁶ or that the on-premises rest period claim is not certifiable⁷; (5) that Plaintiffs would have difficult certifying their meal period, minimum wage⁸, overtime, and

³ See *Epic Systems Corp. v. Lewis*, 138 S. Ct. 1612 (May 21, 2018), where the United States Supreme Court ruled that arbitration agreements requiring individual arbitration are enforceable under the Federal Arbitration Act, regardless of allowances set out within the National Labor Relations Act. See also, *Campanelli v. Image First Healthcare Laundry Specialists, Inc.*, 2018 WL 6727825, at *7 (N.D. Cal. Dec. 21, 2018) (concluding that a plaintiff who was not subject to an arbitration clause or class action waiver was "not an adequate representative and his claims lack typicality with respect to putative Rule 23 plaintiffs who have signed [these agreements]"); *Tan v. GrubHub, Inc.*, 2016 WL 4721439, at *3 (N.D. Cal. July 19, 2016) (concluding that the named plaintiff, who opted out of a class action waiver, lacked adequacy and typicality because he "would be unable to credibly make several procedural unconscionability arguments on behalf of unnamed class members[.]").

⁴ See e.g., *Kileigh Carrington v. Starbucks Corporation, et al.*, San Diego Superior Court Case No. 37-2014-00018637-CU-OE-CTL (Apr. 3, 2017) (holding that the plaintiff was only entitled to collect the reduced penalty amount of \$5.00 for each pay period in which a meal period violation occurred or 5% of the PAGA penalties at issue); *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, at *4 (reducing PAGA penalties by 82%)

⁵ See, *Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App5th 746, 765; see also, *Ortiz v. CVS Caremark Corp.* (N.D. Cal. 2014) 2014 U.S. Dist. LEXIS 36833 (dismissing PAGA claim as unmanageable because "a multitude of individualized assessments would be necessary"); *Lifty v. Merrill Lynch & Co.* (C.D. Cal. 2014) 2014 U.S. Dist. LEXIS 160448 (striking PAGA claim as unmanageable because "individualized issues predominate in this action" and a "multitude of individualized assessments would be necessary"); *Amiri v. Cox Communs. Cal., LLC* (C.D. Cal.) 272 F.Supp.3d 1187, 1194 (striking PAGA claim as unmanageable); cf. *Estrada v., Royalty Carpet Mills*, (4th Dist. 3123122) (disagreeing with Wesson).

⁶ See, *Estrada v. Royalty Carpet Mills, Inc.*, 76, Cal.App.5th 685, 706 (2022) where the California Court of Appeals appears to have said on-premises rest periods are legal when it stated in dicta, "there are material differences between rest breaks and meal breaks, their length. 'Because rest periods are 10 minutes in length, they imposed practical limitations on an employee's movement. That is, during a rest period an employee generally can travel at most five minutes from a work post before returning to make it back on time. Thus, one would expect that employees will ordinarily have to remain on site or nearby. This constraint, which is of course common to all rest periods, is not sufficient to establish employer control.'"

⁷ See, *Cacho v. Eurostar, Inc.*, 2019 Cal. App. Unpub. LEXIS 8085 (December 4, 2019) (certification denied where the Defendant promulgated a facially invalid meal and rest break policy where, in practice, many employees actually took their meal and rest breaks in compliance with California law); see also, *Davidson v. O'Reilly Auto Enterprises, LLC*, No. 18-56188 (9th Cir. August 3, 2020) (certification denied where Defendant promulgated a facially invalid rest break policy where, Plaintiff failed to show the facially invalid rest break policy was used in practiced); cf. *El Pollo Loco Wage and Hour Cases*, JCCP Case No. 4957, Orange County Complex Superior Court, Minute Order, dated July 30, 2018, from the Hon. William Claster (certifying on premises rest break policy challenge)

⁸ See, *Armendariz v. Kinkisharyo Intl.*, 2022 U.S. Dist. LEXIS 191137 (C.D. Cal. October 19, 2022) ("Plaintiff has not shown that common questions will predominate over individual ones with respect to claims based on a failure to compensate putative class members for time spent at security and bag checks . . . Plaintiff has not presented substantial evidence as to a uniform policy or practice requiring off-the-clock security and bag checks. In the absence of a uniform policy or practice, certification is not appropriate."); see also, *Nevarez v. Costco Wholesale Corp.*, 2019 U.S. Dist.

1 reimbursement claims; and (6) that Plaintiffs' derivative wage statement⁹ and final pay¹⁰ claims are
2 meritless and Plaintiffs would fail to meet the requisite standards for such penalties. (E.x 8,
3 Ackermann Preliminary Decl. ¶¶ 27-36). Here, many of the defenses asserted by Defendant present
4 serious threats to the claims of Plaintiff and the other Class Members. (Hawkins Final Decl. ¶¶ 27-
5 28, 43, 54).

6 As discussed above, there was also a significant risk that, if the litigation was not settled,
7 Plaintiff would be unable to overcome Defendant's challenges to obtaining and maintaining class
8 certification through trial and thereby not recover on behalf of any employees other than
9 themselves.

10 **iii. The Skill Required and the Quality of Work**

11 Practice in the narrow areas of wage and hour and class action litigation requires skill,
12 knowledge, and experience in two distinct subsets of the law. Expertise in one does not necessarily
13 translate into expertise in the other. Class Counsel must have expertise in both. The issues presented
14 in this case required more than just a general appreciation of wage and hour law and class action
15 procedure as this area of practice is still developing, and potentially worsening, as evidenced by the
16 split in the Courts on the lawfulness of on-premises rest period policies (Plaintiffs' primary claim).

17
18 LEXIS 223881, 2019 WL 7421960, at *6 (C.D. Cal. Dec. 26, 2019) (“[W]here no substantial evidence points to a
19 uniform, companywide policy, and proof of off-the-clock liability would have had to continue in an employee-by-
20 employee fashion, class certification is inappropriate.”); Hubbs v. Big Lots Stores, Inc., 2017 U.S. Dist. LEXIS 85280,
21 2017 WL 2304754, at *9 (C.D. Cal. May 23, 2017) (class certification denied where plaintiffs failed to provide
22 “sufficient evidence to show that there was a common and consistent policy among [d]efendants to subject all
23 employees of their stores to off-the-clock bag checks” and plaintiffs “only presented limited evidence that supports the
24 position that managers at certain store may have required off-the-clock bag checks”); Christensen v. Carter's Retail,
25 Inc., 2021 U.S. Dist. LEXIS 204050, 2021 WL 4932244, at *10 (C.D. Cal. Oct. 21, 2021) (denied certification of a
26 proposed security check class where “the evidence upon which Plaintiff relies indicates a lack of commonality across
27 Defendant's stores in California.”)

28 ⁹ See Naranjo v. Spectrum Sec. Servs., Inc., 40 Cal. App. 5th 444, 474 (2019) (“we hold that section 226.7 actions do
not entitle employees to pursue the derivative penalties in sections 203 and 226”); see also Maldonado v. Epsilon
Plastics, Inc. (2018) 22 Cal.App.5th 1308 (the class alleged they were not paid overtime owed, and as a result, their
wage statements were inaccurate. The court held that the wage statement claim was not viable as a separate claim from
the overtime claim and that “the absence of accurate wages earned will be remedied by the violated wage and hour law
itself”); Bentancourt v. OS Restaurant Services, LLC, 49 Cal. App. 5th 240, 247-48 (2020) (Actions for nonprovision of
meal or rest periods do not entitle employees to pursue the derivative penalties in Labor Code section 226 wage
statement violations). The California Supreme Court has since overturned the appellate decision in Naranjo but this
was a risk that was present at the time of mediation and settlement. See, Naranjo v. Spectrum Security Services, Inc.,
2022 Cal. LEXIS 2878 (Cal. May 23, 2022).

¹⁰ See, Barnhill v. Robert Saunders & Co., 125 Cal. App. 3d 1, 8-9 (1981) (employer's good-faith belief negated a
finding his nonpayment of wages was willful).

1 See, *Ritenour v. Carrington Mortg. Servs., LLC*, No. SACV1602011CJCDFMX, 2018 WL
2 5858658, at *7 (C.D. Cal. Sept. 12, 2018) (“The California Supreme Court never stated that an
3 employer cannot require an employee to remain on the premises during a rest period”); *Hubbs v.*
4 *Big Lots Stores, Inc.*, No. LACV1501601JAKASX, 2018 WL 5264141, at *4-5 (C.D. Cal. Mar. 16,
5 2018) (“*Augustus* nevertheless recognized that an employer may require an employee to remain "on
6 premises" during such rest periods. . . For these reasons, requiring that an employee remain on
7 premises during a ten-minute rest period does not create a claim under PAGA.”); and *Bell v. Home*
8 *Depot U.S.A., Inc.*, No. 212CV02499JAMCKD, 2017 WL 1353779, at *1-2 (E.D. Cal. Apr. 11,
9 2017) (“a policy requiring employees to remain on the premises during their rest breaks does not
10 violate the applicable California wage order and statute.”); *cf.* *Diaz v. Medline Industries, Inc.*, San
11 Joaquin County Superior Court, Case No. STK-CV-UOE-2019-5651, Order Denying in Part and
12 Granting in Part Defendant’s Motion for Judgment on the Pleadings. Further, Courts are also split
13 on whether on-premises rest period cases can be certified (see footnote 8). Lastly, this area of law
14 is potentially worsening as evidenced by the dicta in *Estrada v. Royalty Carpet Mills, Inc.*, 76,
15 Cal.App.5th 685, 706 (2022), which suggests that on-premises rest periods are legal, an argument
16 that would kill Plaintiffs’ primary claim, in this case, for on-premises rest periods alleged to be non-
17 compliant.

18 The Settlement was possible only because Class Counsel was able to convince Defendant
19 that Plaintiff could potentially prevail on the difficult legal issues regarding liability, maintain class
20 certification, overcome difficulties in proof as to monetary relief and take the case to trial. (Hawkins
21 Final Decl. ¶ 54).

22 In successfully navigating these hurdles Class Counsel displayed the necessary dual skill
23 set. The high quality of the work in this case was mandated by the very vigorous and contentious
24 defense presented by counsel for Defendant. Class Counsel was required to invest substantial time
25 and resources in investigation, mediation and settlement, and preliminary and final approval.
26 (Hawkins Final Decl. ¶¶ 42-55; Ex. 2, Ex. 9).

27 The contingent fee practice of Class Counsel does not accommodate the investment of
28 unnecessary time in a case. This case was litigated on a contingent basis with all of the concomitant

1 risk factors inherent in such an uncertain undertaking. Moreover, the favorable result obtained by
2 the settlement further supports the skill and quality of work.

3 **iv. The Contingent Nature of the Fee and the Financial Burden**

4 There is a substantial difference between the risk assumed by attorneys being paid by the
5 hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go
6 to the bank with his fee. *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000). The attorney
7 working on a contingent basis can only log hours while working without pay towards a result that
8 will hopefully entitle him to a marketplace contingent fee considering the risk and other factors of
9 the undertaking. *Id.* at 1257. Otherwise, the contingent fee attorney receives nothing. *Id.*

10 In this case, Class Counsel subjected themselves to this contingent fee market risk in this
11 all or nothing contingent fee case wherein the necessity and financial burden of private enforcement
12 makes the requested award appropriate. Counsel retained on a contingency fee basis, whether in
13 private matters or in class action litigation, is entitled to a premium in order to compensate for both
14 the risks and the delay in payment. See e.g. *Stanger v. China Elec. Motor, Inc.*, 812 F.3d 734 (9th
15 Cir. 2016) (courts “must” apply a risk service); *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir.
16 2016) (abuse of discretion not to apply risk multiplier). The simple fact is that despite the most
17 vigorous and competent of efforts, success is never guaranteed. *McKittrick v. Gardner*, 378 F.2d
18 872, 875 (4th Cir. 1967). “It must be kept in mind that lawyers are not likely to spend unnecessary
19 time on contingency fee cases in the hope of inflating their fees. The payoff is too uncertain, as to
20 both the result and the amount of the fee.” *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th
21 Cir. 2008). Class Counsel has invested time and money into contingency cases which ultimately
22 generated no fee, which further emphasizes the need for contingent cases to provide premium
23 compensation when successful.

24 Here, the contingent nature of the fee award, both from the point of view of eventual
25 settlement and the point of view of establishing eligibility for an award, also warrant the requested
26 fee award. A number of difficult issues, the adverse resolution of any one of which could have
27 doomed the successful prosecution of the action, were present here. As discussed above, attorneys’
28

1 fees in this case were not only contingent but extremely risky, with a very real chance that Class
2 Counsel would receive nothing at all for their efforts, having devoted time and advanced costs.

3 Class Counsel were required to advance all costs in this litigation. Especially in this type of
4 litigation where the corporate Defendant and their attorneys are well funded, this can prove to be
5 very expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation
6 can be significant, it is therefore cost prohibitive to many attorneys. The financial burdens
7 undertaken by Plaintiff and Class Counsel in prosecuting this action on behalf of the Class were
8 substantial. Class Counsel has advanced approximately \$22,319.37 in costs which could not have
9 been recovered if this case had been lost. (Hawkins Final Decl. ¶ 55, Melmed Decl. ¶ 14; Ex. 8,
10 Ackermann Decl. ¶ 25).

11 Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel
12 also support the fee requested.

13 **v. Awards in Similar Cases**

14 The attorneys' fees requested by Class Counsel are within the range of fees awarded in
15 comparable cases. In nearly identical class action cases primarily alleging the illegality of
16 employers' on-premises rest period policies, Courts have awarded fee requests in the range from
17 25% of the gross settlement amount to as high as one-third of the amount obtained. See, e.g., *Liggins*
18 *v. ESA Management, LLC*, Case No. 30-2018-01005614-CU-OE-CXC (Orange County Superior
19 Court) (awarding attorneys' fees representing 1/3 of \$4.45 million Gross Settlement Amount); see
20 also, *Cahilig, et al. v. Ikea U.S. Retail, LLC*, Case No. 19-cv-01182 (C.D. Cal. June 17, 2020)
21 (awarding attorneys' fees representing approximately 25% of \$7.5 million Gross Settlement
22 Amount).

23 Further, a review of class action settlements over the past 10 years shows that the courts
24 have historically awarded fees in the range of 20% to 50%, depending upon the circumstances of
25 the case. *In re Warner Communications Sec. Lit.*, 618 F.Supp. 735, 749-50 (S.D. N.Y. 1985). Class
26 Counsels' requested fees are one-third (1/3) of the total value of the case, a percentage well within
27 the range of reasonableness given the excellent results obtained for the Class, the risks undertaken,
28

1 and the skill of the prosecution. See *Laffitte*, 1 Cal. 5th at 486, 506 (approving one-third (1/3)
2 attorneys fee award).

3 In *In re Warner Communications Sec. Lit.*, Judge Keenan concluded that percentage fees in
4 common fund cases range from 20% to 50%. *Id.*, 618 F.Supp. at 749-50. Professor Newberg is in
5 accord:

6 No general rule can be articulated on what is a reasonable percentage of a common
7 fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a
8 common fund in order to assure that the fees do not consume a disproportionate
part of the recovery obtained for the class, although somewhat larger percentages
are not unprecedented.

9 Newberg, Newberg on Class Actions, 3rd Ed., 14.03.

10 A fee award of one-third (1/3) of the common fund in this case is therefore reasonable in
11 light of the prevailing fees that have been awarded in other cases.

12 **E. Class Counsel's Costs Were Reasonably Incurred**

13 Under the common fund doctrine, the attorneys whose efforts helped to create the fund are
14 entitled to recover "the costs of . . . [the] litigation" from the fund, in addition to attorneys' fees.
15 *Vincent v. Hughes Air W., Inc.*, 557 F.2d at 769 (9th Cir. 1977). "In common fund cases, counsel is
16 entitled to reimbursement of expenses that were adequately documented and reasonably and
17 appropriately incurred in the prosecution of the case." *Chemi v. Champion Mortg.* No. 05-1238,
18 2009 WL 1470429 (D.N.J. May 26, 2009); see *In re Omnivision*, 559 F.Supp.2d at 1048-49
19 (awarding payment for reimbursement of expenses, plus interest from settlement fund; discussing
20 that attorneys may recover reasonable expenses that would typically be billed to paying clients in
21 non-contingency matters, including expenses for photocopying, printing, postage, messenger
22 services, legal research in electronic databases, experts and consultants, and travel costs).

23 Class Counsel requests reimbursement for actual expenses and costs incurred in the amount
24 of \$22,319.37. This amount is below the amount that has been preliminarily approved by this Court
25 and noticed to the Class. These litigation expenses are detailed in the Declaration. (Hawkins Decl.
26 ¶ 55, fn. 2; Ex. 9 to Hawkins Final Decl., see also Exhibit B to Melmed Decl., and Ex. 2 to
27 Ackerman Decl.). These expenses primarily involve the costs incurred for filing fees, mediation
28

1 fees, service fees, and court call fees, all of which are costs normally billed to and paid by the client.
2 These costs were reasonably incurred in the prosecution of this matter. (Id.).

3 **F. The Class Representatives Should Receive the Requested Service Payments**

4 Plaintiffs respectfully submit that for their service as the Class Representatives, they should
5 be awarded \$10,000.00 each as Class Representative Service Awards. Defendant does not oppose
6 the payment of these amounts to Plaintiffs and no Class Member has objected to the requested
7 awards after being notified.

8 The service award is intended to recognize the time, effort, and risk that Plaintiffs undertook
9 in bringing this case and helping to secure the relief obtained for the members of the Class. *See Bell*
10 *v. Farmers Ins. Exchange*, 115 Cal.App.4th 715, 726 (2004) (upholding “service payment” to
11 named Plaintiffs for their efforts in bringing the class case); *Rodriguez v. West Publishing*, 563 F.3d
12 948, 959 (9th Cir. 2009) (stating that incentive awards are “intended to compensate class
13 representatives for work done on behalf of the class, to make up for financial or reputational risk
14 undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private
15 attorney general.”).

16 In addition, public policy considerations require the award of adequate enhancement awards
17 reflective of the risks and efforts undertaken by class representatives. “Many courts have also noted
18 a fourth rationale for incentive payments: that such payments do precisely what their name hopes
19 they will—incentivize class members to step forward on behalf of the class.” *Newberg on Class*
20 *Actions* § 17:3 (5th ed.) § 17:3 - Rationale for incentive awards. From a public policy standpoint,
21 the failure to approve fair and adequate incentive payments would result in individuals being less
22 willing to come forward on behalf of others similarly situated, thereby depriving significant
23 benefits, such as those obtained here, to the aggrieved.

24 As the Class Representatives, Plaintiffs have performed their duties to the Class admirably
25 and without exception. Plaintiffs provided valuable information and documents from their
26 employment which was instrumental in Class Counsel’s understanding of the case. Plaintiffs also
27 provided Class Counsel with evidence for use at mediation and in litigation. Plaintiffs were also
28

1 involved in the settlement negotiations and provided invaluable assistance and information which
2 ultimately resulted in the settlement benefiting the Class. (Hawkins Final Decl. ¶¶ 32-40; Declaration
3 of Giana Benson and Monica Fowler in Support of Preliminary Approval, generally, and Benson
4 Decl. in Support of Final Approval).

5 Plaintiffs also assumed the risk, among other things, that they might possibly be liable for
6 costs incurred in connection with this case. Plaintiffs also risked being “blacklisted” by other future
7 employers for having sued Defendant in a class action. See *Guippone v. BH S&B Holdings LLC*,
8 2011 U.S. Dist. LEXIS 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) (“[T]he fact that a Plaintiff has
9 filed a federal lawsuit is searchable on the internet and may become known to prospective
10 employers when evaluating the person . . . Even where there is not a record of actual retaliation,
11 notoriety, or personal difficulties, class representatives merit recognition for assuming the risk of
12 such for the sake of absent class members.”).

13 Without Plaintiffs’ support, cooperation and information, no other fellow employees would
14 be receiving any benefit. The payment of the service award to a successful class representative is
15 appropriate and the amount of \$10,000 each to Plaintiffs Benson and Fowler is only 0.2% of the
16 total Settlement secured on behalf of the Class. Further, the service awards also fall within (and in
17 some cases below) the range of service awards awarded to class representatives in similar class
18 actions. See *e.g. Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1381 (Cal.App. June 28,
19 2010) (affirming \$10,000 incentive awards to each plaintiff in class action where average recovery
20 per class member was only \$81); *Nakagaki v. Proven Staffing Consultants LLC*, San Diego County
21 Superior Court, Case No. 37-2022-00026848-CU-OE-CTL (April 21, 2023) (approving \$6,500
22 service award on \$81,000 settlement where Court was persuaded of the need to properly incentivize
23 class representatives in cases with small individual stakes); *Carrillo v. SGS North America, Inc.*
24 LASC No. BC560240, Order Granting Final Approval, Dec. 20, 2016 (Hon. Ann I. Jones awarding
25 a \$15,000 enhancement award in a \$400,000 claims-made settlement for 52 employees); *Valladares*
26 *v. The Sygma Network, Inc.*, LASC No. BC406053, Order Granting Final Approval, Apr 6, 2010
27 (Hon. William F. Highberger awarded a \$10,000 enhancement award in a maximum \$1,195,000
28 claims-made settlement for 326 employees); *Chiefer v. WHGM, Inc.*, LASC No. LC104900, Order

1 Granting Final Approval (Hon. Rupert A. Byrdsong awarded a \$10,000 enhancement award in a
2 \$1,150,000 maximum settlement).

3 This payment is to compensate Plaintiff for her time, effort, and risk in bringing this case to
4 benefit the 9,650 class members and secure a total settlement of \$4,700,000.00. Plaintiffs' effort in
5 the lawsuit has conferred a very substantial benefit on the Class Members. Accordingly, Class
6 Counsel respectfully requests that the Court approve the requested Class Representative Service
7 Awards.

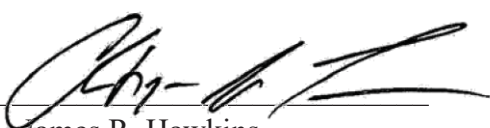
8 **V. CONCLUSION**

9 The representation of the Class provided by Class Counsel has been wholly contingent.
10 Class Counsel's fee request is well within the realm of reasonableness for fee requests approved by
11 courts given the efforts expended in this case and the stage of proceedings at the time of the
12 Settlement. Moreover, Class Counsel undertook great risks on a contingent fee basis and achieved
13 a favorable result for the benefit of Class Members. Based on the foregoing, Class Counsel
14 respectfully requests approval of the application for award of attorneys' fees of \$1,566,666.66,
15 reimbursement of litigations costs of \$22,319.37, and a Class Representative Service Awards of
16 \$10,000 each to Plaintiffs Giana Benson and Monica Fowler.

17
18 Dated: September 13, 2023

Respectfully Submitted:

19
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