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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

UNLIMITED JURISDICTION

ISMAEL VIERA and ERIC DAVILA,
individually and on behalf of aggrieved
employees and the State of California,

Plaintiffs,

v.

CRANE ACQUISITION, INC., dba CRANE
PEST CONTROL, ROLLINS, INC., ORKIN,
LLC, and DOES 1-20, inclusive,

Defendants.

Case No. CGC-22-597870

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

Date: January 10, 2025

Time: 9:30 A.M.

Dept.: 305

Hon. Mary E. Wiss

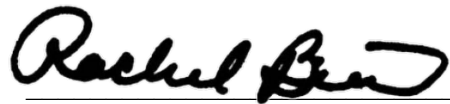
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on January 10, 2025 at 9:30 a.m., or as soon thereafter as the
3 matter can be heard, in Department 305 of this Court, located at San Francisco, CA 94012, Plaintiffs
4 Ismael Viera and Eric Davila will move this Court for entry of an order approving the parties'
5 settlement of this action pursuant to California Labor Code section 2699(1)(2).

6 This unopposed motion is based on the Notice of Motion; the accompanying Memorandum
7 of Points and Authorities; the Declarations of Rachel Bien and Melody Rissell Leonard filed
8 herewith; the pleadings, papers, and other records on file in this action; and any oral argument on
9 the motion.

10 Dated: December 5, 2024

OLIVIER & SCHREIBER PC
RISSELL LAW, APC

13 

14 Rachel Bien

15 *Attorneys for Plaintiffs and*
16 *Aggrieved Employees*

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1 **I. INTRODUCTION**

2 Plaintiffs Ismael Viera and Eric Davila seek approval of the settlement of this action alleging
3 violations of the Private Attorneys General Act (“PAGA”), Lab. Code §§ 2699 *et seq.*, against
4 Defendants Crane Acquisition, Inc. (“Crane”), Rollins, Inc. (“Rollins”), and Orkin, LLC (“Orkin”)
5 (together, “Defendants”) in the amount of \$2,900,000.00. The settlement was reached on the first
6 day of trial after several years of hard-fought litigation. The parties litigated this matter vigorously,
7 engaging in substantial discovery, extensive motion practice, and full preparation for trial. The
8 parties had also expended significant efforts to resolve the case through direct settlement
9 negotiations and negotiations facilitated by experienced neutrals. The settlement is an excellent
10 result, provides for a significant amount in civil penalties for the State and aggrieved employees,
11 and is fair, reasonable, and adequate under the relevant legal standards. The benefits of settlement
12 and the potential risks were carefully considered by Plaintiffs and Plaintiffs’ counsel in reaching
13 the settlement. Accordingly, Plaintiffs respectfully request that the Court enter an order approving
14 the proposed settlement.

15 **II. PROCEDURAL BACKGROUND**

16 On January 27, 2022, Plaintiff Viera filed an action pursuant to PAGA against Defendants
17 alleging that they (1) had required him and other aggrieved employees to be bound by unlawful
18 non-compete and non-solicitation terms in their employment agreements in violation of Labor Code
19 § 432.5; and (2) had paid them their final wages via a payroll debit card to which they had not
20 agreed in violation of Labor Code §§ 201-202, 212-213, and 221. (Decl. of Rachel Bien in Supp.
21 of Mot. for Approval of PAGA Settlement (“Bien Decl.”) ¶ 3.) Plaintiff filed an amended complaint
22 on September 12, 2024, adding Plaintiff Davila. (*Id.*) Plaintiffs gave timely notice of their claims
23 to the Labor Workforce Development Agency (“LWDA”) and to Defendants on July 30, 2021 and
24 April 10, 2024, respectively. (*Id.* ¶¶ 3-4)

25 The parties engaged in extensive discovery before resolving this lawsuit. Plaintiffs took the
26 depositions of five corporate representatives and an employee of Defendants, and Defendants took
27 Plaintiff Viera’s deposition. (Bien Decl. ¶ 5.) The parties exchanged thousands of pages of
28

1 documents and served several sets of document requests and interrogatories. Defendants produced
2 data (and supplemented that data multiple times) reflecting the relevant pay periods of aggrieved
3 employees and data regarding employees' receipt of wages via pay cards. (*Id.* ¶ 6.) Plaintiffs
4 engaged an expert, David Breshears of Hemming Morse, LLC, who analyzed Defendants' data and
5 produced a report setting forth Defendants' penalty exposure. (*Id.* ¶ 7.)

6 The parties also engaged in motion practice. Plaintiffs moved to compel further discovery
7 responses from Defendants, which Judge Pro Tem William Lynn granted on November 3, 2022.
8 (Bien Decl. ¶ 8.) Plaintiffs also moved for summary adjudication on November 21, 2023, which the
9 Court granted in part on February 21, 2024, concluding that the non-compete and non-solicitation
10 terms in Defendants' employment agreement violated Labor Code § 432.5 as a matter of law, and
11 holding Defendant Crane liable for the violation as Plaintiff's employer. (*Id.* ¶ 9 & Ex. A (Order),
12 p. 3.) The Court found that factual issues precluded summary adjudication as to Defendants Rollins'
13 and Orkin's liability for the section 432.5 violation, and all Defendants' liability on the debit card
14 pay violations under Labor Code §§ 201-202, 212-213, and 221. (*Id.* Ex. A (Order), pp. 2-4.) After
15 that ruling, Plaintiffs moved to amend the Complaint to add Plaintiff Davila. (Bien Decl. ¶ 9.)
16 Defendants opposed, and the Court denied the motion on the basis that the amendment came too
17 close to trial. When Defendants later moved the Court to continue the trial, the Court permitted
18 Plaintiff Davila to be added. (*Id.*)

19 The parties then fully prepared for trial, including drafting witness examinations, preparing
20 trial witnesses, and preparing and submitting all trial submissions, including trial briefs and motions
21 *in limine*. (Bien Decl. ¶ 10.) The parties were set to begin trial on October 21, 2024. After being
22 assigned to a trial courtroom, the parties reached agreement on the material terms of the proposed
23 settlement. (*Id.* ¶ 11.)

24 **III. SETTLEMENT NEGOTIATIONS AND TERMS**

25 **A. Settlement Negotiations**

26 The parties made several efforts to resolve this case. The parties first agreed to mediate with
27 the Honorable Elizabeth Laporte (Ret.) in August 2022, but Defendants cancelled the mediation
28

1 shortly before it was to take place. (*Id.* ¶ 12.) The parties went to mediation on March 28, 2024,
2 with the Honorable Jeffrey K. Winikow (Ret.), but the negotiations were not successful, and the
3 parties returned to litigation. (*Id.* ¶ 13.) The parties also engaged directly in settlement discussions
4 in the lead-up to trial in August 2024, and again attempted to resolve the lawsuit before going to
5 trial in a mandatory settlement conference on October 10, 2024, with Martin Triano. (*Id.* ¶ 14.) On
6 the first day of the trial, prior to any witnesses taking the stand, Defendants asked for a brief
7 continuance to resume settlement negotiations. Within two hours, the parties had reached a
8 settlement in principle. That day, the parties entered into a memorandum of understanding
9 memorializing the material settlement terms. (*Id.* ¶ 15.) The parties executed a long-form settlement
10 agreement on November 22, 2024, and submitted a notice of settlement with the executed
11 agreement to the Court the same day. (Bien Decl. Ex. B (Settlement Agreement).)

12 **B. Settlement Terms**

13 **1. Gross Settlement Fund and Settlement Allocation**

14 Under the proposed settlement, Defendants have agreed to pay a non-reversionary
15 settlement amount of \$2,900,000 to a settlement fund to resolve the claims of Plaintiffs and the
16 aggrieved employees. The settlement fund will be used to pay the following amounts associated
17 with the settlement: (1) the LWDA Payment and Individual Settlement Payments due to PAGA
18 Settlement Members (together, the “Net Settlement Amount”); (2) Service Payments to each
19 Plaintiff, subject to Court approval; (3) Attorneys’ Fees and Costs to Plaintiffs’ Counsel, subject to
20 Court approval; and (4) the Settlement Administrator’s fees. (Bien Decl. Ex. B (Settlement
21 Agreement) ¶ 1.15.)

22 Pursuant to Labor Code § 2699(j), the Net Settlement Amount will be divided: seventy-five
23 to the LWDA and twenty-five percent PAGA Settlement Members.¹ (Bien Decl. Ex. B (Settlement
24 Agreement) ¶ 4.5.) The PAGA Distribution Fund will be allocated based on the number of Eligible
25 Pay Periods each PAGA Settlement Member worked for Defendants during the relevant period and
26 whether Defendants paid that Settlement Member their final wages on a pay card as reflected in
27

28 ¹ This case was filed prior to the amendments to PAGA, which became effective on July 1, 2024.

1 Defendants' data. (*Id.* ¶ 4.6.) PAGA Settlement Members to whom Defendants paid their final
2 wages on a pay card will be accorded one additional Eligible Pay Period for purposes of calculating
3 their Individual Settlement Payments in recognition of the fact that they have additional claims
4 based on their receipt of wages by pay card. (*Id.* ¶ 4.1.6.)

5 **2. Timing of the Settlement Funding and Payments.**

6 Defendants will deposit the Gross Settlement Amount into a Qualified Settlement Fund
7 ("QSF") administered by the proposed third-party Settlement Administrator, Strategic Claims
8 Services, within 30 days of the Court's approval of the settlement. (Bien Decl. Ex. B (Settlement
9 Agreement) ¶ 4.1.) All payments due under the Settlement Agreement will be issued by the
10 Settlement Administrator within 30 days of Defendants' payment into the QSF. (*Id.* ¶ 4.7.)

11 **3. Proposed Administrator, Cost of Administration, and Duties.**

12 The parties propose that the Court appoint Strategic Claims Services as the Settlement
13 Administrator. Strategic Claims Services was established in 1999 and has administered hundreds
14 of cases. (Bien Decl. ¶¶ 20-21.) The costs of settlement administration are estimated not to exceed
15 \$15,000. (Bien Decl. Ex. B (Settlement Agreement) ¶ 4.4.)

16 Prior to mailing PAGA Settlement Members' settlement checks, the Settlement
17 Administrator will update the mailing addresses contained in the PAGA Member Data against the
18 National Change of Address Database. (*Id.* ¶ 4.6.3.) The Settlement Administrator will attempt to
19 determine the correct address for any settlement check that is returned undeliverable, and will
20 perform a re-mailing within five (5) calendar days of locating an updated address. Any Individual
21 Settlement Payment checks that remain undeliverable or uncashed one hundred eighty (180)
22 calendar days after the postmarked date of the initial mailing will be cancelled and the funds
23 associated with such checks will be sent, subject to the Court's approval, to Legal Aid At Work, as
24 a *cy pres* beneficiary pursuant to Code of Civil Procedure § 384. (*Id.* ¶ 4.8.)

25 **4. Scope of the Release.**

26 The release is limited to claims arising from the allegations of the Complaint, including
27 claims arising from the factual allegations in the Complaint under Labor Code §§ 201-202, 212-
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213, 221, and 432.5. (*Id.* ¶ 5.1.) The release period is from July 30, 2020 and the date on which the Court grants approval of the settlement. (*Id.* ¶¶ 1.7, 1.17, 5.1.)

5. Attorneys' Fees, Costs, and Service Payments.

Plaintiffs' counsel requests that the Court approve an award from the Settlement Fund of: (a) attorneys' fees of up to 35% of the Gross Settlement Amount, or \$1,015,000; and (b) \$81,229.94 in costs and expenses incurred in the action. (Bien Decl. ¶ 45 & Ex. B (Settlement Agreement) ¶ 4.2); Decl. of Melody Rissell Leonard ("Rissell Decl.") ¶ 51.) The settlement also seeks Service Payments for Plaintiffs Viera and Davila of \$20,000 and \$10,000, respectively, in recognition of the burdens they assumed and efforts they made on behalf of the State and aggrieved employees. (Bien Decl. Ex. B (Settlement Agreement) ¶ 4.3; Ex. C, Decl. of Ismael Viera; Ex. D, Decl. of Eric Davila.) These amounts are reasonable in light of the excellent results achieved by the settlement and the work required to bring this matter to resolution.

If the Court grants these requests, the amounts that will be allocated to the State and to aggrieved employees will be :

Gross Settlement Fund	\$2,900,000.00
Less Attorneys' Fees	\$1,015,000.00
Less Expenses	\$81,229.94
Less Settlement Administration	\$15,000.00
Less Service Awards	\$30,000.00
PAGA Amount Payable to LWDA	\$1,319,077.54
PAGA Amount Payable to Aggrieved Employees	\$439,692.52

Bien Decl. ¶ 43.

IV. ARGUMENT

A. Legal Standard for PAGA Settlements.

PAGA settlements are subject to court review, "ensuring that any negotiated resolution is fair to those affected." (*Williams v. Super. Ct of Los Angeles County* (2017) 3 Cal.5th 531, 549 [quoting Cal. Lab. Code 2699(1)(2)] [internal quotation marks omitted].) Although PAGA does not

1 set forth the particular standards against which a PAGA settlement should be evaluated, some of
2 the factors for review of a class action settlement under Fed. R. Civ. P. 23, Cal. Code Proc. § 382,
3 and Cal. Rules of Court, Rule 3.769 may be “useful in evaluating the fairness of a PAGA
4 settlement” by the reviewing court. (*See Moniz v. Adecco USA, Inc.* (2021) 72 Cal. App. 5th 56,
5 77.) In particular, “while PAGA does not require the trial court to act as a fiduciary for aggrieved
6 employees, adoption of a standard of review for settlements that prevents ‘fraud, collusion or
7 unfairness,’ and protects the interests of the public and the LWDA in the enforcement of state labor
8 laws is warranted.” (*Id.*) Furthermore, “[b]ecause many of the factors used to evaluate class action
9 settlements bear on a settlement’s fairness—including the strength of the plaintiff’s case, the risk,
10 the stage of the proceeding, the complexity and likely duration of further litigation, and the
11 settlement amount—these factors can be useful in evaluating the fairness of a PAGA settlement.”
12 (*Id.*)

13 **B. The Terms of the Settlement Are Fair, Reasonable, and Adequate.**

14 **1. The Settlement Was Negotiated at Arms’ Length by Plaintiffs and Counsel**
15 **Who Provided Excellent Representation to the State and Aggrieved**
16 **Employees.**

17 The Settlement represents the culmination of intensive negotiations, after considerable
18 litigation efforts. At all times, the parties negotiated at arms’ length and were represented by counsel
19 with expertise in this area of the law. (Bien Decl. ¶¶ 24-35; Rissell Decl. ¶¶ 37-44.) All counsel
20 have considerable experience in representative and class actions as well as wage and hour litigation,
21 and are, therefore, well-versed in the legal and factual issues. (*Id.*) Defendants were similarly
22 represented by counsel with extensive experience defending complex litigation, including wage and
23 hour class and representative actions. The settlement negotiations were contested and conducted in
24 good faith. Moreover, Plaintiffs’ counsel have settled or tried and brought to judgment major wage
25 and hour and other class action cases and understand the possibilities of recoveries and risks
26 associated with such extensive proceedings. (*See* Bien Decl. ¶¶ 24-36; Rissell Decl. ¶¶ 43-44.)
27 “Parties represented by competent counsel are better positioned than courts to produce a settlement
28 that fairly reflects each party’s expected outcome in the litigation.” (*In re Pac. Enters. Sec. Litig.*

(9th Cir. 1995) 47 F.3d 373, 378.) Plaintiffs’ counsel consider this settlement, which compares favorably to previous settlements that courts have approved, to be an excellent result. (Bien Decl. ¶ 38.)

In addition, Plaintiffs actively participated in discovery and/or depositions and have assisted counsel to investigate the claims and prepare for trial and diligently represented the State and other aggrieved employees. (See Bien Decl. Exs. C and D.) Counsel have investigated the action, reviewed and propounded extensive discovery, conducted depositions, worked with an expert, engaged in significant motion practice, and negotiated a comprehensive high-value settlement with the assistance of neutrals and through subsequent direct negotiations. (Bien Decl. ¶¶ 3-16, 36.)

This factor supports settlement approval. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129.)

2. Plaintiffs Face Considerable Ongoing Risk in the Absence of Settlement.

The Parties did not come to this settlement lightly, but after years of hard-fought litigation with wins and losses on both sides. While Plaintiffs and their counsel believe Plaintiffs would ultimately prevail at trial, the litigation to date has informed the Parties of the risks of continued litigation.

Although the Court granted partial summary adjudication in Plaintiffs’ favor on the Labor Code section 432.5 claim, it found that there were factual questions as to Orkin’s and Rollins’ liability as employers for that claim and factual questions as to all Defendants’ liability with regard to the pay card claims. (Bien Decl. Ex. A (Order).) In addition, Defendants sought to unwind the Court’s ruling regarding the section 432.5 claim, arguing in their motion *in limine*, that there was no liability under section 432.5 until January 1, 2024. In support of this argument, Defendants cited cases decided prior to January 1, 2024, that held that Labor Code section 432.5 was not violated based upon a violation of section 16600 of the Business & Professions Code, because section 16600 only rendered non-compete clauses void and did not make them unlawful, which was necessary to give rise to a section 432.5 violation. Although Plaintiffs believe that this argument lacks merit and that it directly conflicts with the Court’s summary adjudication decision, they acknowledge the risk

1 that the Court could have reconsidered its prior ruling and/or that Defendants may have prevailed
2 on appeal. In that case, the liability period would have been limited to the period after January 1,
3 2024, when the Business & Professions Code was amended to expressly make non-compete
4 agreements unlawful under section 16600.1. (Bien Decl. ¶ 40.)

5 Furthermore, even if Plaintiffs prevailed at trial, the parties strenuously disagreed over the
6 calculation of PAGA penalties and specifically, whether the PAGA penalty for the section 432.5
7 violation is a one-time penalty assessed for the pay period when the employee signed the unlawful
8 contract terms or a penalty for each pay period in which the employee was subject to the terms.
9 (Bien Decl. ¶¶ 41-42.) Although Plaintiffs maintain that the statutory language plainly supports a
10 per-pay-period penalty, the Parties are unaware of any court that has decided this issue. Its
11 resolution in Defendants' favor would have profoundly impacted the amount of penalties that
12 Plaintiffs could recover. (*Id.*)

13 Resolution at a late stage of the proceedings also supports approval. The Parties reached this
14 settlement on the first day of trial, after litigating the case for more than two and a half years.
15 Plaintiffs had ample information at that stage of the proceedings to properly evaluate the strength
16 and weaknesses of their claims. Plaintiffs obtained extensive discovery, interviewed witnesses, and
17 deposed several corporate representatives of Defendants. They were fully prepared to try the case
18 and were well aware of Defendants' defenses and contentions. (Bien Decl. ¶¶ 3-11, 36.) Based on
19 this experience, Plaintiffs' counsel possessed all of the information they required to fully evaluate
20 Defendants' settlement offer. Thus, this factor weighs in favor of approval.

21 While Plaintiffs believe that that they ultimately would have prevailed on all of these issues,
22 they recognize the risk that they could recover less than the full measure in penalties, due to the
23 uncertainty of the penalty calculations and the Court's discretion to determine the amount of the
24 penalty under PAGA. (*See* Lab. Code § 2699(e)(2).) Further, any rulings by the Court on these
25 issues at trial would have very likely led to a long and uncertain appeal. The settlement thus avoids
26 further expenditure of resources in conducting the trial, engaging in post-trial proceedings, and
27 prosecuting and/or opposing an appeal.

1 Based on a thorough investigation and careful evaluation of this action, counsel and
2 Plaintiffs have concluded that the settlement with Defendants for the consideration and on the terms
3 set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of
4 the State and aggrieved employees in light of all known facts and circumstances, including the risk
5 of significant delay, defenses asserted by Defendants, and potential appellate issues. (Bien Decl. ¶¶
6 37-38.) The substantial information the Parties received through discovery and motion practice, as
7 well as the additional information and data exchanged during settlement negotiations, has been
8 more than sufficient to create “an understanding of the amount that is in controversy and the realistic
9 range of outcomes of the litigation.” (*Kullar*, 168 Cal. App. 4th at 120.)

10 All of these circumstances support approval of the proposed settlement.

11 **3. The Value of the Settlement Is Significant.**

12 The settlement amount is substantial. Based on Plaintiffs’ expert’s calculations, using data
13 produced by Defendants, the settlement represents approximately 16% of the potential penalties
14 that Plaintiffs could have recovered if they had prevailed on all of their claims and the Court
15 awarded a penalty for every pay period of each aggrieved employee’s employment during the for
16 the entirety of the statute of limitations period at a rate of \$100 per pay period through February 21,
17 2024,² and at a rate of \$200 after that date through the trial date. (Bien Decl. ¶ 43.) Plaintiffs estimate
18 that aggrieved employees will recover an average of approximately \$132 each, based on
19 Defendants’ data reflecting that employees worked an average of 48 pay periods during the relevant
20 period. (*Id.* ¶ 44.) The State will recover approximately \$1,319,077.54 in penalties. (*Id.* ¶ 43.)
21 Payment will be made within sixty (60) days of this Court’s approval. In addition, there is no claims
22 process and checks will be directly mailed to the LWDA and the aggrieved employees.

23 Given the risks of trial as described above, as well as the Court’s discretion to reduce penalty
24 amounts under PAGA at trial, the settlement amount is fair, adequate and reasonable. (*See* Lab.
25 Code § 2699(e)(2).) It is also well within the range that courts routinely approve. (*See Carrington*
26 *v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 [affirming trial court’s penalty award of \$5 per pay
27

28 ² On February 21, 2024, the Court granted summary adjudication on the Labor Code 432.5 claim.

1 period after a PAGA trial]; *see also* *Chen v. W. Digital Corp.* (C.D. Cal. Jan. 5, 2021) 2021 WL
2 9720778, at *7 [approving settlement amount that was between 10.8% to 15.9% of total exposure];
3 *Correa v. Zillow, Inc.* (C.D. Cal. June 14, 2021) 2021 WL 4925394, at *5 [approving settlement at
4 13.75% of total exposure]; *North v. Superior Hauling & Fast Transit, Inc* (C.D. Cal. May 29, 2020)
5 2020 WL 12967997, at *7 [approving settlement at 8.8% of total exposure]; *Ruch v. AM Retail*
6 *Grp., Inc.* (N.D. Cal. Sept. 28, 2016) No. 14 Civ. 05352, 2016 WL 5462451, at *7 [approving
7 PAGA recovery representing less than 2% of maximum potential recovery].)

8 The value of the settlement in light of the litigation risks described above favors approval
9 of the settlement.

10 **4. Plaintiffs Provided the LWDA with Notice of the Proposed Settlement.**

11 The LWDA was given notice of the settlement on December 3, 2024. (Bien Decl. ¶ 17.)
12 Plaintiffs will advise the Court prior to the hearing if they learn that the LWDA objects to the
13 settlement.

14 **C. Plaintiffs Are Entitled to Service Payments for Vigorously Prosecuting This** 15 **Action on Behalf of the State and Aggrieved Employees.**

16 Plaintiffs Viera and Davila request service awards of \$20,000 and \$10,000, respectively, to
17 be paid from the Gross Settlement Amount. These awards are appropriate to recognize the time and
18 effort that Plaintiffs spent on behalf of other aggrieved employees and the State and also their
19 agreement to a general release of claims. (Bien Decl. Ex. B (Settlement Agreement) ¶¶ 4.3, 5.2; Ex.
20 C (Viera Decl.); Ex. D (Davila Decl.) The traditional bases for awarding service payments to named
21 plaintiffs in class action settlements support the award of service payments in PAGA settlements.
22 (*See Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1393-95 [affirming award of
23 service payments to class action plaintiffs and reviewing cases].)

24 Named plaintiffs are eligible for reasonable service awards to compensate them “for the
25 expense or risk [they have] incurred in conferring a benefit on other members of the class.” (*Clark*
26 *v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Service awards recognize
27 that an employer’s current employees are unlikely to seek legal redress for “fear of economic
28 retaliation [that] might often operate to induce aggrieved employees . . . to accept substandard

1 conditions.” (*Mitchell v. Robert DeMario Jewelry, Inc.* (1960) 361 U.S. 288, 292; *see also Kasten*
2 *v. Saint-Gobain Performance Plastics Corp.* (2011) 563 U.S. 1.)

3 Without Plaintiffs’ efforts, there would be no recovery at all. Each Plaintiff took on burdens
4 and risk that warrant the particular amounts that they request. (*See, e.g., Syed v. M-I, L.L.C.* (E.D.
5 Cal. July 27, 2017) No. 12-cv-1718, 2017 WL 3190341, at *9 [awarding service awards of \$15,000
6 and \$20,000 to the class representatives, noting that the amounts were “not outside the realm of
7 what has been approved as reasonable by courts”] [collecting cases].) Specifically, Plaintiff Viera
8 assisted Counsel from the inception of the lawsuit by helping them to investigate and substantiate
9 the claims. Viera also responded to discovery, including searching for and producing documents
10 and preparing for and having his deposition taken. In addition, Viera spent many hours preparing
11 for his direct and cross-examination at trial, met with counsel several times at their office and via
12 Zoom to prepare for trial, and reviewed documents produced in the case in advance of trial. (Ex. C
13 (Viera Decl.)) Plaintiff Davila also made substantial efforts in furtherance of the case, including
14 searching for and producing documents in discovery, providing factual information to counsel to
15 enable them to file an amended complaint, preparing for his direct and cross-examination at trial,
16 meeting with counsel in person at their offices and via Zoom, and helping counsel prepare for trial.
17 (Ex. D (Davila Decl.)) Both Plaintiffs took time off from work to participate in discovery and/or
18 trial preparation and gave up many hours of their own time that they would otherwise have spent
19 with family or on other matters. (Ex. C (Viera Decl.); Ex. D (Davila Decl.)) Each Plaintiff also took
20 on the risk that their current or prospective employers could retaliate against them for asserting
21 claims against their former employers and agreeing to have their names associated with this case.
22 (*Id.*)

23 The award of service payments to Plaintiffs is especially warranted in a case like this,
24 because they help to ensure that employees, like Plaintiffs, will stand up to enforce the rights of
25 employees. Individuals like Plaintiffs (and most aggrieved employees) would have little, if any,
26 recourse without the representative action device. Many aggrieved employees, particularly current
27
28

employees, are fearful of retaliation in response to filing any lawsuit, much less a representative action suit.

Accordingly, the Court should award a service payment to Plaintiffs “to compensate [them] for work done on behalf of [aggrieved employees], to make up for financial or reputational risk undertaken in bringing the action, and . . . to recognize [their] willingness to act as a private attorney general.” (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958-59; *Clark*, 175 Cal. App. 4th at 806; *Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393; *see also Austin v. Foodliner, Inc.* (N.D. Cal. May 10, 2019) No. 16-CV-07185-HSG, 2019 WL 2077851, at *8 [approving an incentive award of \$10,000 to the plaintiff because “she took on personal and professional risk by searching for an attorney and recruiting co-workers to join the lawsuit while still employed by [the defendant]”]; *Castro v. ABM Industries, Inc.* (N.D. Cal.) 4:17-cv-03026-YGR, Dkt. 122 (awarding \$10,000 service award).

D. The Court Should Approve Counsel’s Requests for Fees and Costs.

The proposed attorneys’ fees and costs award is fair and reasonable. Counsel seek 35% of the Gross Settlement Amount (\$1,015,000) as their attorneys’ fees plus reimbursement of litigation costs and expenses of \$81,229.94. (Bien Decl. ¶ 45; Rissell Decl. ¶ 51.) The requested fee and cost award is warranted under the relevant legal standards and is reasonable in light of the results achieved by the settlement.

1. Counsel Merit a Reasonable Fee for Securing Substantial Relief While Bearing Contingent Risks.

Counsel are entitled to recover attorneys’ fees under California’s common fund doctrine. “California has long recognized . . . the propriety of awarding an attorney fee to a party who has recovered or preserved a monetary fund for the benefit of himself or herself and others.” (*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 488-89; *see also Quinn v. State of Calif.* (1995) 15 Cal.3d 162, 167 “[O]ne who expends attorneys’ fees in winning a suit which creates a fund from which others derive benefits, may require those passive beneficiaries to bear a fair share of the litigation costs”].) Counsel are also entitled to an award of reasonable attorneys’ fees under the fee-shifting provisions of PAGA. (Lab. Code § 2699(g)(1).)

1 A primary purpose of statutory fee-shifting is “encouraging attorneys to act as private
2 attorneys general and to vindicate important rights affecting the public interest.” (*Ketchum v. Moses*
3 (2001) 24 Cal.4th 1122, 1133-34.) To further this aim, “fee awards should be fully compensatory.”
4 (*Id.* at 1133.) As detailed below and in the declarations submitted with this motion, Plaintiffs’
5 request for attorneys’ fees and costs is reasonable and well-supported.

6 **a. The Court Should Award Fees Under the Common Fund Method.**

7 Counsel seek fees pursuant to the percentage of the recovery analysis, cross-checked by a
8 lodestar analysis. This is a permissible approach in California. (*Laffitte*, 1 Cal.5th at 503-06; *Karton*
9 *v. Ari Design & Construction, Inc.* (2021) 61 Cal. App. 5th 734, 745.) Counsel request thirty-five
10 percent of the common fund, which is within the range that California state and federal courts
11 typically award. (*See, e.g., In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558
12 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is
13 used, fee awards in class actions average around one-third of the recovery”] [internal quotation
14 marks omitted]; *Cicero v. DirecTV, Inc.* (C.D. Cal. July 27, 2010) No. 07 Civ. 1182, 2010 WL
15 2991486, at *6 [California district courts “usually award attorneys’ fees in the 30-40% range in
16 wage and hour class actions that result in recovery of a common fund under \$10 million”]; *Bennett*
17 *v. SimplexGrinnell LP* (N.D. Cal. Sept. 3, 2015) No. 11 Civ. 01854, 2015 WL 12932332, at *6
18 [38.8%; \$4.9 million fund].)

19 The requested fee is justified under the relevant factors. When assessing the reasonableness
20 of a fee award under the common fund approach, courts consider “all of the circumstances of the
21 case,” including the results achieved, the risk of litigation, the skill required and the quality of work,
22 the contingent nature of the fee and the financial burden carried by the plaintiffs, and the time and
23 labor required. (*See Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1048-50; *Laffitte*,
24 1 Cal.5th at 504 [“Before approving the settlement agreement and percentage fee award in this case,
25 the trial court supplemented its own familiarity with the case by obtaining additional information
26 from class counsel on the risks and potential value of the litigation; the court carefully considered
27 that information on contingency, novelty and difficulty together with the skill shown by counsel,

the number of hours worked and the asserted hourly rates”].) Counsel’s fee request is within the ordinary range approved by courts and is amply justified by these factors.

b. Counsel Secured a Substantial Result in Light of the Risk.

As discussed above, the result achieved in this case is substantial in light of the litigation risks and the potential recovery if Plaintiffs prevailed on all of their claims. Defendants maintained defenses to Plaintiffs’ PAGA claims that could have resulted in no recovery at all or a much smaller recovery than what the settlement provides.

Counsel took on this case, despite the risks, on a purely contingent basis. They extensively litigated this case for over two years. Litigating these matters has involved complex factual and legal issues of California wage law that have changed over the course of the case and impacted the litigation. Plaintiffs are fully aware of the risks of litigation and the complex issues involved, making this settlement reasonable and a fair result under the circumstances. Moreover, there remains a substantial likelihood of yet another appeal from any final judgment in the absence of a negotiated resolution. A certain result now, rather than a possibly larger, but contingent one at some indefinite time years in the future, weighs in favor of approval of the Settlement.

Counsel also continued to work diligently to secure a settlement. They made several efforts to resolve the case at various stages of the litigation, including early in the lawsuit. Counsel’s vigorous advocacy, including their diligence in pursuing discovery and prevailing in discovery motion practice and moving for and obtaining partial summary adjudication, was directly responsible for securing the settlement. Counsel continued to try to settle the case in the lead up to trial, including at a mandatory settlement conference, and ultimately were able to reach a negotiated resolution on the first day of trial after they had demonstrated their trial readiness through their pretrial submissions and appearance at trial.

Counsel also used their experience and expertise gained through litigating many wage and hour and employment class and representative cases to achieve the settlement. Although it took over two years to achieve this result, the settlement will benefit the State and aggrieved employees who will be paid sooner than they would be if the case were litigated through trial and any appeals.

1 Further, Counsel have invested, and will continue to invest, the necessary resources on
2 behalf of the State and aggrieved employees, including time and expenses. Counsel has borne all of
3 the risks and costs of litigation and will not receive any compensation unless and until recovery is
4 obtained. Counsel has been prosecuting these claims for over two years on a strictly contingency
5 basis. (Bien Decl. ¶ 50.) Counsel have not been paid for any of their time spent on this action, nor
6 have they been reimbursed for the substantial out-of-pocket expenses they incurred in the
7 prosecution of this action. Counsel took this case without any assurance of being awarded fees or
8 reimbursed any costs for efforts or expenditures. (*Id.*) At the outset, counsel had no way of
9 anticipating the course taken by this case. In spite of this, counsel took the case on with every intent
10 of expending all necessary hours and out-of-pocket expenses to ensure vindication of the rights at
11 stake.

12 O&S is a very small firm of only six attorneys. (Bien Decl. ¶ 55.) Similarly, Rissell Law has
13 employed only two attorneys to date. (Rissell Decl. ¶ 50.) Defendants' counsel, on the other hand,
14 are from a firm with hundreds of attorneys. (Bien Decl. ¶ 52.) Going head-to-head with an
15 employment management-side firm of this size and against large corporations on behalf of workers
16 presented a tremendous amount of financial risk to our firms. (*Id.*) Although Counsel have always
17 believed in the strength of the claims in this case, the outcome has been uncertain. Defendants
18 mounted an aggressive defense of this action, raising several defenses, opposing Plaintiffs' motions,
19 and preparing to defend themselves at trial. If counsel had not been successful at achieving a
20 resolution here, the time that they have devoted to litigating the case would have been for naught
21 and would not have produced any fee or any reimbursement of costs or expenses. Counsel was able
22 to leverage their experience and advocacy to obtain robust monetary relief for Plaintiffs, the State
23 and the aggrieved employees. (*Id.*)

24 The skill and determination that counsel has shown throughout the case, as well as the risks
25 incurred, justifies the requested attorneys' fees and costs.

1 **c. The Lodestar Cross-Check Supports the Requested Fee Award.**

2 A lodestar cross-check further confirms that the requested fee award is reasonable in this
3 case. Courts may use the lodestar method to “cross-check” the percentage-of-the-fund approach.
4 (See *Laffitte*, 1 Cal. 5th at 505 [“A lodestar cross-check is simply a quantitative method for bringing
5 a measure of the time spent by counsel into the trial court’s reasonableness determination”.].) In
6 conducting a lodestar cross-check, the court is not “required to closely scrutinize each claimed
7 attorney-hour.” (*Id.*) An evaluation may be done by reviewing “counsel declarations summarizing
8 overall time spent.” (*Id.*)

9 Typically, a positive multiplier to the lodestar would be warranted and appropriate before
10 any cross-check is performed. Positive multipliers are routine in class action contingency cases and
11 are commonly accepted in the context of a lodestar cross-check of a percentage fee. (See, e.g.,
12 *Vizcaino*, 290 F.3d at 1051 n.6 [multipliers ranging from 1.0 to 4.0 are frequently awarded in
13 common fund cases; affirming order awarding common fund fees where lodestar cross-check
14 resulted in a multiplier of 3.65].) “California law provides that while ‘the unadorned lodestar reflects
15 the general local hourly rate for a fee-bearing case; it does not include any compensation for
16 contingent risk, extraordinary skill, or any other factors a trial court may consider[.]’” (*Ridgeway v.*
17 *Wal-Mart Stores Inc.* (N.D. Cal. 2017) 269 F.Supp.3d 975, 995 [quoting *Ketchum*, 24 Cal.4th at
18 1138].) The purpose of a multiplier for contingent risk is to bring the financial incentives for
19 attorneys enforcing important rights “into line with incentives ... they are paid on a fee-for-services
20 basis.” (*Ketchum*, 24 Cal.4th at 1132.)

21 Here, however, although a positive multiplier would be warranted, counsel seeks a fee
22 representing a *negative* multiplier of their lodestar. The current lodestar is \$1,360,137 based on
23 approximately 2,036 hours of work, with more work to come to prepare for the approval hearing
24 and oversee the settlement administration. (Bien Decl. ¶¶ 45-46; Rissell Decl. ¶ 45.) The percentage
25 of the common fund sought – \$1,015,000 or 35% – is approximately 75% of the lodestar. The effort
26 that Counsel has put into this case and the excellent result they achieved supports the 35% fee
27 request that Counsel seeks. (See *Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716
28

1 F.Supp.2d 848, 854 [“Th[e] resulting multiplier of less than one, (sometimes called a negative
2 multiplier) suggests that the negotiated fee award is a reasonable and fair valuation of the services
3 rendered to the class by class counsel.”].) Indeed, counsel has not included any time in preparing
4 these papers in its lodestar report to the Court, and the lodestar will increase further as Counsel
5 continue to spend time preparing for the approval hearing, attending the hearing, and assisting with
6 the administration of the settlement. (Bien Decl. ¶ 46.)

7 **d. Counsel’s Hourly Rates Are Reasonable.**

8 Counsel’s current hourly rates are reasonable in light of their significant experience,
9 expertise, and skill, and the prevailing rates in this market. Under California law, attorneys are
10 entitled to their requested rates if those rates are “within the range of reasonable rates charged by
11 and judicially awarded comparable attorneys for comparable work.” (*Children’s Hosp. & Med. Ctr.*
12 *v. Bonta* (2002) 97 Cal. App. 4th 740, 783.) The reasonable hourly rate “must be based on the
13 experience, skill, and reputation of the attorney requesting fees as well as the rate prevailing in the
14 community for similar work performed by [comparable] attorneys.” (*Rodman v. Safeway Inc.* (N.D.
15 Cal. Aug. 23, 2018) No. 11-cv-03003-JST, 2018 WL 4030558, at *6 [internal quotation marks
16 omitted].) The relevant community for purposes of determining the prevailing market rate is
17 generally “that where the court is located.” (*Altavion, Inc. v. Konica Minolta Sys. Lab. Inc.* (2014)
18 226 Cal. App. 4th 26, 71.) The complexity of the case also informs the reasonableness of hourly
19 rates. (*Santiago v. CACH LLC* (N.D. Cal. Nov. 4, 2013) No. 13-CV-02234-JST, 2013 WL 5945805,
20 at *5.) “The lodestar should be computed either using an hourly rate that reflects the prevailing rate
21 as of the date of the fee request to compensate Class Counsel for delays in payment inherent in
22 contingency-fee cases, or using historical rates and compensating for delays with a prime-rate
23 enhancement.” (*Stetson v. Grissom* (9th Cir. 2016) 821 F.3d 1157, 1166.)

24 Here, the billing rates of Plaintiffs’ attorneys are commensurate with the prevailing rates in
25 Northern California for attorneys with comparable skill and experience. O&S’s 2024 hourly rates
26 are as follows:
27
28

Name	Title	Law School Graduation Year	Hourly Rate as of January 1, 2024
Monique Olivier	Partner	1997	\$1050
Christian Schreiber	Partner	2006	\$950
Rachel Bien	Partner	2005	\$925
Owen Monkemeier	Associate	2019	\$550
Hannah Shirey	Associate	2018	\$500
Cassidy Clark	Associate	2020	\$500
Estefania Palacio	Associate	2023	\$350
	Paralegal	N/A	\$250
	Law clerk	N/A	\$200

Rachel Bien, who led O&S's team on this case, has 18 years of experience as a litigator, and Monique Olivier, who was also actively involved in the case, including during trial preparation, has more than 25 years of experience as a litigator. (Bien Decl. ¶¶ 24-29.) All of their experience has been in complex, representative, and class action litigation. (*Id.* ¶¶ 24-29.) Their rates are the rates they charge hourly-paying clients and have been routinely approved by courts. (*See, e.g., Heredia v. Sunrise Senior Living*, Case No. 8:18-cv-01974-JLS-JDE (C.D. Cal.) (approving Ms. Olivier's 2024 hourly rate of \$1,050); *Flach v. Whisk Logistics, LLC*, Case No. 56-2022-00573024-CU-OE-VTA (Ventura County Superior Court) (approving Ms. Bien's 2023 hourly rate of \$850); *Chavez v. Jani-King, Inc.*, Case No. RG19043517 (Alameda County Superior Court) (approving Ms. Olivier's 2022 rate of \$925); *Toolajian v. Air Methods Corporation*, Case no. 3:18-cv-06722-AGT (N.D. Cal.) (approving Ms. Olivier's 2020 hourly rate of \$850); *Casteel v. Alaska Airlines, Inc.*, Case No. RCG20052826 (Alameda County Superior Court) (approving Ms. Olivier's 2020 rate of \$850); *Zamora v. Lyft, Inc.*, No. 3:16-cv-02558, Dkt. 103 (N.D. Cal.) (approving Ms. Bien's 2018 rate of \$725).

Rissell Law’s 2024 hourly rates are as follows:

Name	Title	Law School Graduation Year	Hourly Rate as of January 1, 2024
Melody Rissell Leonard	Attorney	2018	\$600
Isabella Dominguez	Attorney	2024	\$400
Isabella Dominguez	Law Clerk	N/A	\$300
Belen Hernandez	Law Clerk	2024	\$280
Kelley Christensen	Legal Assistant	N/A	\$260
Diandra Alvarez	Legal Assistant	N/A	\$200

Melody Rissell Leonard, who was co-lead counsel with Ms. Bien on this case, has been a litigator for more than five years in the area of wage and hour and employment law. Her current rate of \$600 is the rate she charges her paying clients. (Rissell Decl. ¶ 47.) (*See Mandel v. Lackner* (1979) 92 Cal. App. 3d 747, 761 [“The value of an attorney’s time generally is reflected in his normal billing rate”].)

In support of Counsel’s hourly rates, Counsel have submitted declarations discussing their qualifications and provided declarations from other plaintiffs’ attorneys supporting their requested rates. (Bien Decl. ¶¶ 24-49; Rissell Decl. ¶¶ 37-44; Decl. of Steven Tindall; Decl. of Lauren Teukolsky.)

e. Counsel’s Time Was Reasonably Spent.

The number of hours for which counsel request compensation is also reasonable. Under California law, every hour reasonably spent on this action is compensable: “Absent special circumstances rendering the award unjust, an attorney fee award should ordinarily include compensation for *all* the hours *reasonably spent*, including those relating solely to the fee.” (*Ketchum*, 24 Cal.4th at 1133 [emphasis in original]; *Beaty v. BET Holdings, Inc.* (9th Cir. 2000) 222 F.3d 607, 612 [in fee-shifting cases, attorneys “ordinarily . . . can anticipate receiving full compensation for every hour spent litigating a claim”].)

1 Hours are reasonable if “at the time rendered, [they] would have been undertaken by a
2 reasonable and prudent lawyer to advance or protect his client’s interest.” (*Moore v. James H.*
3 *Matthews & Co.* (9th Cir. 1982) 682 F.2d 830, 839.) In making this determination, courts must look
4 at “the entire course of the litigation, including pretrial matters, settlement negotiations, discovery,
5 litigation tactics, and the trial itself.” (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79
6 Cal.App.4th 440, 447.) Generally, an attorney’s hours are justified if they were “reasonably
7 expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally
8 is compensated by a fee-paying client.” (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431; *see also*
9 *Moreno v. City of Sacramento* (9th Cir. 2008) 534 F.3d 1106, 1112.)

10 Together, Counsel spent approximately 2,036 hours on this case. (Bien Decl. ¶ 46; Rissell
11 Decl. ¶ 45.) The work that counsel undertook was necessary to obtaining the settlement. This
12 included, among other things, engaging in discovery, reviewing documents and preparing for and
13 taking depositions, moving for summary adjudication, participating in settlement efforts, including
14 a mediation and settlement conference, conducting legal and factual research, preparing witnesses
15 and trial submissions, negotiating and conferring with defense counsel regarding discovery,
16 working with an expert to conduct a damages analysis, interviewing aggrieved employees and
17 potential trial witnesses, drafting and negotiating the settlement terms, drafting the settlement
18 agreement, and drafting the approval papers. (Bien Decl. ¶¶ 3-16; Rissell Decl. ¶¶ 3-36.)

19 Counsel litigated the case effectively and as efficiently as possible, making every effort to
20 prevent the duplication of work that might have resulted from having two firms working on this
21 case. (Bien Decl. ¶ 54; Rissell Decl. ¶¶ 45-51.) Tasks were reasonably divided among the firms to
22 avoid replicating work. (Bien Decl. ¶ 54; Rissell Decl. ¶¶ 45-51.) Further, tasks were delegated
23 appropriately among partners, associate attorneys and other staff according to their complexity.
24 (Bien Decl. ¶ 54.) Counsel’s contemporaneous time records were carefully reviewed, and all
25 duplicative and clerical work was eliminated. (Bien Decl. ¶ 47.)

26 Contingency arrangements cause counsel to be cognizant of the amount of time incurred on
27 the case. Efficiency and economy are a necessary practice in such cases, as results, and not hours
28

1 billed, are the focus. (*See Moreno*, 534 F.3d at 1112 [“It must also be kept in mind that lawyers are
2 not likely to spend unnecessary time on contingency fee cases in the hope of inflating their fees . .
3 . . . It would therefore be the highly atypical civil rights case where Plaintiff’s lawyer engages in
4 churning”].) This is particularly the case with small firms like counsel’s practices. (Bien Decl. ¶¶
5 50, 55; Rissell Decl. ¶¶ 45-51.)

6 **2. Counsel Are Entitled to Reimbursement of Their Costs.**

7 Counsel also seek reimbursement of costs incurred in the litigation. To date, Counsel has
8 incurred costs totaling \$81,229.94. (Bien Decl. ¶ 45; Rissell Decl. ¶ 51.) These costs were reasonable
9 and necessary and should be reimbursed. (*See Rider v. County of San Diego* (1992) 11 Cal. App.
10 4th 1410, 1424, n.6 (“costs are recoverable from the common fund ‘[o]f necessity, and for precisely
11 the same reasons discussed above with respect to the recovery of attorney fees”). Reimbursable
12 costs typically include “photocopying, printing, postage, court costs, research on online databases,
13 experts and consultants, and reasonable travel expenses.” (*Thomas v. MagnaChip Semiconductor*
14 *Corp.* (N.D. Cal. May 15, 2018) No. 14-CV-01160-JST, 2018 WL 2234598, at *4; *In re Toys R Us-*
15 *Delaware, Inc. Fair & Accurate Credit Transactions Act (FACTA) Litig.* (C.D. Cal. 2014) 295
16 F.R.D. 438, 469 (“Expenses such as reimbursement for travel, meals, lodging, photocopying, long-
17 distance telephone calls, computer legal research, postage, courier service, mediation, exhibits,
18 documents scanning, and visual equipment are typically recoverable”). The Court has discretion to
19 award reimbursement for other costs if they were reasonably necessary to the conduct of the
20 litigation, rather than merely convenient or beneficial to its preparation. (*Sci. App. Int’l Corp. v.*
21 *Superior Court* (1995) 39 Cal. App. 4th 1095, 1103.)

22 Counsel’s expenses were reasonably necessary to the conduct of the litigation. They include
23 costs for one-half of the mediator’s fee, expert fees, legal research fees, filing fees, deposition
24 transcripts, mailings, court reporter fees, travel expenses, and other court fees. (Bien Decl. ¶ 51;
25 Rissell Decl. ¶ 51.)

The settlement administrator, Strategic Claims Services, has estimated that it will incur fees of approximately \$15,000 to perform the work required of it under the settlement agreement. This work includes calculating each aggrieved employee's settlement payment, mailing the payments, establishing its own employer identification number and filing an Internal Revenue Service Form W-9, establishing a Qualified Settlement Fund ("QSF"), periodically providing reports to the parties updating them on the status of its administration duties, and if requested by the Court, preparing, and submitting to the parties, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under the settlement. (Bien Decl. Ex. B (Settlement Agreement)) ¶¶ 3.4, 4.4, 4.6-4.7.) Plaintiffs' counsel solicited bids for this work and Strategic Claims Services' bid was the lowest bid that Plaintiffs' counsel received. (Bien Decl. ¶ 21.)

For the foregoing reasons, Plaintiffs respectfully requests that the Court enter an Order: (1) approving the proposed PAGA settlement; (2) approving the requested service payments to Plaintiffs; (3) approving the claims administrator's fees of \$15,000; and (4) granting Plaintiffs' counsel's request for 35% of the Gross Settlement Amount, or \$1,015,000, as their attorneys' fees plus their costs of \$81,229.94.

**OLIVIER & SCHREIBER PC
RISSELL LAW, APC**

Rachel Bien

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